

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.

(A Unit of H.P. Government Undertaking)



Request for Proposal
for
Selection of service provider for Digitization and Data Entry of Requisition Records

(E-Tender No: **HPSEDC/Digitization/2K25-16950**)

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,

1st FLOOR, I.T BHAWAN, MEHLI, SHIMLA-171013, H.P.

Tel. Nos.: 0177-2623259, 2623043, 2623513 (Telefax): 0177-2626320.

Email: procurement@hpsedc.in

Website: www.hpsedc.in, tender document can also be downloaded from

<https://hptenders.gov.in>

Table of Contents

Letter of Invitation	5
SECTION – I	7
2. ELIGIBILITY CONDITIONS FOR TENDERERS: -	11
NOTE:	12
3. PLACE AND PERIOD OF SERVICE CONTRACT	12
4. SERVICE CONTRACT SCHEDULE	13
5. VALIDITY OF OFFER.....	13
6. DOCUMENTS COMPRISING THE TENDER.....	13
7. PAYMENT TERMS.....	13
8. SERVICE LEVEL OF AGREEMENT (SLA)	13
9. CHANGE OF QUANTITY/CONTRACT PRICE.....	14
10. SUB-CONTRACT.....	14
11. ARBITRATION & CONCILIATION ACT	14
12. TERMINATION OF CONTRACT	14
13. INCOME TAX LIABILITY	15
14. GST.....	15
15. OTHER TERMS AND CONDITIONS.....	15
In addition to the Service Level Agreement (SLA), the following additional terms and conditions will also apply in SLA:	21
NOTIFICATION OF AWARD AND SIGNING THE CONTRACT	23
PERFORMANCE BANK GUARANTEE	24
EARNEST MONEY	24
GENERAL TERMS AND CONDITIONS	25
COST OF PROPOSAL	25
AMENDMENT OF RFP DOCUMENTS	25
LIMITS ON PROMOTION	26
USE & RELEASE OF BIDDER SUBMISSIONS	26
DEADLINE FOR SUBMISSION OF PROPOSALS.....	26
LATE PROPOSALS	26
MODIFICATION AND WITHDRAWAL OF BIDS.....	26
CORRECTION OF ERRORS	27
CONTACTING DEPARTMENT	27
DISQUALIFICATION	27
LIQUIDATED DAMAGES	28
FORCE MAJEURE.....	28

EXIT MANAGEMENT	29
PURPOSE	29
COOPERATION AND PROVISION OF INFORMATION	29
CONFIDENTIAL INFORMATION, SECURITY AND DATA	29
EMPLOYEES	30
TRANSFER OF CERTAIN AGREEMENTS.....	31
RIGHT OF ACCESS TO PREMISES	31
GENERAL OBLIGATIONS OF FIRM.....	31
EXIT MANAGEMENT PLAN	32
CONFIDENTIALITY	32
RESPONSIBILITY FOR SAFE CUSTODY AND INTEGRITY OF DATA.....	33
CONTRACT AMENDMENT	34
INSURANCE REQUIREMENT	34
NOTICES	34
INTERPRETATION OF CLAUSES	35
THIRD PARTY CLAIMS.....	35
LIMITATION OF LIABILITY	35
APPLICABLE LAW.....	35
TIME SCHEDULE	35
FORMS AND ANNEXURES.....	37
FORM 1: FORMAT FOR PRE-QUALIFICATION PROPOSAL	37
FORM 2: FORMAT FOR FURNISHING GENERAL INFORMATION	39
FORM 3: PERFORMANCE BANK GUARANTEE FORMAT	40
FORM 4: SELF-DECLARATION (to be filled by the bidder).....	42
FORM 5: DECLARATION REGARDING CLEAN TRACK RECORD (to be submitted on bidder's letter head).....	44
FORM 6: DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT	45

DISCLAIMER

- The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the HPSEDC, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer and is only an invitation by HPSEDC to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. HPSEDC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. HPSEDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- This is not an offer by the HPSEDC but only an invitation to bid in the selection process initiated by the HPSEDC. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the HPSEDC and the Bidder.

Letter of Invitation

HPSEDC through this Letter of Invitation invites eligible bidders for Selection of service provider for Digitization and Data Entry of Requisition Records. The bidders shall have prior experience in executing the said works as described in detail under the Scope of Work section in this tender.

1. The Press e-Tender Notice has been published on 01/03/2025 in the following newspapers
 - a) Punjab Kesari (Chandigarh/ Delhi Edition)
 - b) Indian Express (Chandigarh/ Delhi Edition)
2. You are requested to visit the websites www.hpsedc.in and <https://hptenders.gov.in> for downloading the e-bid and any communication pertaining to changes in the bid document, corrigenda etc.
3. Details on the bid submission date, time and address are provided below:

Particulars	Details
Tender Number	HPSEDC/Digitization/2K25-16950 Date- 01/03/2025
Participation Fee (Non-Refundable)	Rs. 5,000/- in the form of Demand Draft of Nationalized/ Scheduled commercial bank drawn in favour of “Managing Director, HPSEDC, Shimla” payable at Shimla or through RTGS (A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP)
Bid Security (EMD)	Rs. 50,000/- (Rs. Fifty Thousand only) in the form of Demand Draft of Nationalized / Scheduled Commercial Banks, drawn in favour of “Managing Director, HPSEDC, Shimla” payable at Shimla or through RTGS (A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP.)
Bid Validity	180 days (from final date of Bid Submission)
Last date of receiving queries from bidders	Pre-Bid queries will only be accepted upto 08/03/2025 at 5PM through email and no query will be entertained after 08/03/2025 through e-mail (procurement@hpsedc.in)
Pre-Bid Meeting	Pre-bid meeting will be held on 10/03/2025 at 11:30 AM through Video Conferencing. VC Link is as under: https://meet.google.com/tfh-xgnr-phi
Date Submission Start Date	17/03/2025 (11:00 AM)

Last Date and time for submission of Bids	28/03/2025 (02:30 PM)
Date and Time of Opening of Technical Bids	29/03/2025 (02:30 PM)

If any of the dates given above happens to be public holiday in Shimla, the related activity shall be undertaken on the next working day at the same time.

Bidders may connect with HPSEDC on procurement@hpsedc.in

Yours' Sincerely

Managing Director, HPSEDC

1st Floor, I.T Bhawan

Mehli, Shimla-171013, H.P

SECTION – I

1. Scope of Work for Digitization and Data Entry of Requisition Records for the Manpower Section

1. Introduction

The purpose of this scope of work (SoW) is to outline the requirements and expectations for the digitization and data entry of requisition records for the Manpower Section. These records will be digitized and entered into the prescribed format provided by the SAKSHAM portal. The records must be digitized and manually entered into the system on an annual basis, covering requisition records related to approximately 10,000 deployed resources.

2. Objectives

- To digitize and manually enter the requisition records for deployed resources in the prescribed format as required by the SAKSHAM portal.
- To ensure accurate and systematic conversion of physical records into a digital format and manual data entry into the portal.
- To facilitate easy access, management, and retrieval of requisition records through a centralized, digital platform.
- To ensure compliance with security, data privacy, and documentation standards.

3. Scope of Services

- **Physical Records Access:** The selected vendor will have access to the physical requisition files housed at the office location.
- **Digitization Process:**
 - All requisition records, including personnel details, job requirements, deployment information, etc., for approximately 10,000 deployed resources, will be digitized.
 - The records will be processed annually, meaning the records for each year will be digitized one by one based on availability and priority.
 - The digitization will be carried out in the specific format defined in the SAKSHAM portal.

- Documents should be scanned, categorized, and indexed according to the predefined structure of the SAKSHAM portal.
- Any handwritten annotations or corrections on the documents will be scanned and included in the digital version as required.
- OCR (Optical Character Recognition) software should be employed to convert scanned documents into editable and searchable text wherever possible.
- **Manual Data Entry:**
 - The data from the requisition records must be manually entered into the SAKSHAM portal as per the required fields, including but not limited to:
 - Resource name
 - Position
 - Date of requisition
 - Deployment status
 - Relevant dates and additional requisition information.
 - The vendor will ensure that the data is accurately entered into the portal without discrepancies, following the format and structure as specified in the SAKSHAM portal guidelines.
 - The manual data entry process will require close attention to detail to ensure all fields are filled correctly.

4. Specific Requirements

- **File Format:** All records should be digitized in the format required by the SAKSHAM portal, ensuring compatibility for upload and integration into the portal system.
- **Manual Data Entry Accuracy:** All data entered into the SAKSHAM portal must be accurate, with no missing or incorrect information. This includes all fields related to requisition records.
- **Quality of Digitization:** The scanned images must be of high quality, ensuring legibility and clarity. Any unreadable or poorly scanned pages should be re-scanned to meet quality standards.

- **Data Security:** Strict confidentiality and data security measures must be implemented during the digitization and data entry process to protect sensitive information. The vendor will ensure compliance with applicable data protection regulations.
- **Metadata Creation:** Accurate metadata must be captured for each requisition record (e.g., date, resource name, position, deployment status) to facilitate easy retrieval.
- **Verification & Quality Assurance:** A process for quality verification should be in place to ensure accuracy and consistency of both the digitized records and the manually entered data. Any discrepancies or errors in the digitization or data entry process should be rectified immediately.
- **Completion Deadline:** The entire digitization and data entry process must be completed within **30 days** from the date of contract award.

5. Timeline and Deliverables

- **Timeline for Digitization and Data Entry:** The entire digitization and data entry project, including scanning, categorization, manual data entry, and uploading to the SAKSHAM portal, must be completed within **30 days** from the commencement of the project. This includes time for initial setup, scanning, indexing, manual data entry, and uploading to the portal.
- **Yearly Record Digitization and Data Entry:** The vendor will be expected to process the requisition records in an organized and systematic manner based on the available physical files for each year, with both digitization and data entry completed for each batch of records.
- **Final Deliverables:**
 - Digitized files in the SAKSHAM-compatible format.
 - Accurate and complete manual data entry for all requisition records.
 - Metadata for each requisition record.
 - A report outlining the progress, completion status, and any issues encountered during the digitization and data entry process.

6. Access to Physical Records

- **Location of Records:** Physical requisition files are stored at [specify office location].

- The vendor will be allowed to visit the office for scanning, digitization, and data entry purposes during normal working hours. Access will be facilitated by the relevant office personnel.

7. Technical Requirements

- **Hardware:** High-resolution scanners or similar equipment should be used for digitization.
- **Software:** OCR software (if applicable), document management, and indexing software to facilitate smooth scanning, categorization, metadata tagging, and data entry.
- **Compatibility:** All files must be compatible with the SAKSHAM portal's system requirements for upload.

8. Quality Control and Assurance

- The vendor will conduct periodic quality checks throughout the digitization and data entry process to ensure:
 - Correct scanning resolution and format.
 - Accurate indexing and categorization.
 - Clear and readable documents.
 - Proper metadata entry for each record.
 - Accuracy of manually entered data, with no missing or incorrect information.
- A final audit and verification of both the digitized records and entered data should be conducted before the final delivery.

9. Security and Compliance

- All data handled during the digitization and data entry process must be securely stored and managed, following applicable data protection laws and organizational policies.
- The vendor will be required to sign a non-disclosure agreement (NDA) to safeguard the confidentiality of all documents and data involved.

10. Cost and Payment Terms

- A detailed cost breakdown should be provided, including charges for scanning, indexing, manual data entry, metadata creation, quality checks, and any other services.

- Payment will be made upon completion of the entire project (digitization and data entry) and after review and verification of deliverables.
- Payment terms: [e.g., 30% upfront, 70% upon completion, or milestone-based payments].

11. Vendor Qualifications

The vendor should possess the following qualifications:

- Familiarity with document management systems, OCR technology, and manual data entry practices.
- Ability to handle sensitive data with confidentiality and in compliance with security regulations.
- Ability to deliver within the agreed timelines and meet quality standards.

12. Reporting and Communication

The vendor will provide regular updates on progress to the designated contact person in the Manpower Section, including:

- Weekly status reports on the progress of digitization and data entry.
- Any challenges faced during the process and proposed solutions.
- A final report summarizing the completed work.

13. Terms and Conditions

- The contract will include terms for service delivery, timelines, penalties for delays (if applicable), and resolution of disputes.
- The vendor will be required to provide any warranties or guarantees for the quality of digitized records and entered data.

2. ELIGIBILITY CONDITIONS FOR TENDERERS: -

2.1 The following minimum conditions have to be met by the tenderers participating in the tender and they must submit the documentary evidence in support of these requirements: -

- The tenderer should be a registered Society/ Company/Firm having experience of Proven experience in large-scale digitization and data entry projects alongwith familiarity with document management systems, OCR technology, and manual data

entry practices in Govt. Deptts/Organisation for a job of similar nature in the last three years.

(Proof of at least one such award order/ work for each year is required to be attached).

- The tenderer should have a registered office in Himachal Pradesh. (Proof to be attached)
- The tenderer should have a valid PAN/ TAN/Labour Licence in the Name of the Firm, GST Registration Number (copies to be attached).
- The tenderer shall submit a declaration that he is not blacklisted by any State or Agency (Self-certificate is to be provided).
- The tender documents are non-transferable i.e only those firms can submit the tenders who have obtained the tender documents in their name.
- The tenderer should have a positive net worth in last three years. CA certificate/ balance sheets to be submitted.

2.2 Each tenderer shall submit only one tender for the entire scope of work. A tenderer who submits more than one tender or part tender, his second and other tenders will be treated as non-responsive and shall be rejected. Only the tender received first shall be considered.

2.3 A prospective tenderer requiring any clarification of the tender documents may notify HPSEDC in the prescribed proforma as mentioned in the bid document. Thereafter no clarifications shall be entertained.

NOTE:

1. The rates discovered through this tender would be considered in the HPSEDC Rate Contract valid for one year from the date of issuance of the award letter to the L1 bidder.
2. The security and safety of physical documents and time-bound execution of the work as per the document needs to be ensured by the service provider. Failing to this relevant clause pertaining to the penalty shall be initiated.

3. PLACE AND PERIOD OF SERVICE CONTRACT

The Service Contract is exclusively for the data entry. The entire exercise shall have to be completed within a period of **six months** from the signing of the agreement. This work is to be done at HPSEDC, Shimla, Himachal Pradesh.

4. SERVICE CONTRACT SCHEDULE

The entire scope of SERVICE CONTRACT shall be effective from the date of signing the agreement.

5. VALIDITY OF OFFER

The offer of the Tenderers / Bid shall remain valid for acceptance for a period of 180 days from the date of opening of proposals received in response to the tender notice.

6. DOCUMENTS COMPRISING THE TENDER

The Tender submitted by the Tenderer shall comprise:

- Earnest Money Deposit in a separate cover marked Earnest Money Deposit
- Undertaking that the tender shall remain valid for the period of 180 days from the date of opening of proposals received in response to the tender notice.
- Details and document proof of work performed as Service Contract Provider (in the same name and style) of a similar nature and volume.
- Details of the company's support infrastructure.
- Any other information/documents required to be completed and submitted by tenderers.
- A declaration that the information he has furnished in the tender document is correct to the best of his knowledge and belief.
- Form I & II Technical Bid and Experience / Eligibility Criteria Form respectively.
- Form-III, Compliance sheet.
- Form-IV, Financial Bid

7. PAYMENT TERMS

7.1 The payments will be released after HPSEDC receives duly signed and stamped documents from the End user department along with a satisfactory certificate.

7.2 TDS will be deducted as per the Income Tax Act/Laws.

8. SERVICE LEVEL OF AGREEMENT (SLA)

In case the service provider agency fails to complete the work within the stipulated time period, a penalty of 4% for 1 month of delay, 8% for 2 months of delay and 10% for 3 months of delay, in respect of the value of work not completed shall be made from the final bill.

9. CHANGE OF QUANTITY/CONTRACT PRICE

9.1 During the execution of the contract, HPSEDC reserves the right to increase or decrease the number of employees whose data is to be uploaded on the portal, under the service contract without any change in unit price and other terms and conditions.

9.2 The bid rate shall remain FIRM during the currency of the contract.

10. SUB-CONTRACT.

The tenderer shall not sublet, transfer or assign any part of this service contract.

11. ARBITRATION & CONCILIATION ACT

- a. All the disputes and/or differences arising out of this agreement shall in the first instance be settled amicably. In the event such amicable settlement is not reached then such unresolved dispute shall be settled through arbitration as provided herein.
- b. Any dispute or differences whatsoever arising between the parties to the agreement, out of or relating to the consideration, meaning, scope, operations or effect of the contract or the validity of the breach thereof shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- c. The arbitration shall be conducted at Shimla.
- d. During the period of arbitration there shall be no suspension of the agreement.
- e. The cost of arbitration shall be shared equally by both the parties.
- f. The agreement shall be governed by Indian Laws and competent courts in Himachal Pradesh shall have exclusive jurisdiction.

12. TERMINATION OF CONTRACT

12.1 In case unsatisfactory service by the contractor is reported. HPSEDC reserves the right to terminate the Service Contract after giving one month's advance notice. The Earnest Money Deposit /Performance Security deposit in that case shall be forfeited Any payment due, in case of non-satisfactory services shall also not be paid irrespective of the provisions in the contract elsewhere.

12.2 The SERVICE CONTRACT can be terminated by HPSEDC at any time before the expiry of the contract period by giving one month's advance notice.

12.3 Even though the tenderers meet the required qualifying criteria, they are subject to disqualification if they have:

- Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification's requirements and/or
- Record of poor performance such as non-attending the work, abandoning the works, not properly completing the contract, inordinate delays in completion. Litigation history, or financial failure etc.

12.4 HPSEDC further reserves the right to cancel or terminate the SERVICE CONTRACT in part or full by giving one month's advance notice if,

- The Tenderer fails to comply with any of the terms & conditions,
- The Tenderer becomes bankrupt or goes into liquidation,
- Any receiver is appointed for the property owned by the Tenderer.

13. INCOME TAX LIABILITY

HPSEDC shall not bear any Income Tax liability arising on the Service Provider.

14. GST

The GST as applicable as per notifications of GOI from time to time shall be applicable during the currency of the contract and shall be paid accordingly. The Tenderer has to provide the GST number in their tender.

15. OTHER TERMS AND CONDITIONS

1. Keeping in view the exigency of work, the selected service provider will have to start the work within seven days from the award of work.
2. The Service Provider will have to execute an agreement with the undersigned before starting the job work.
3. The data entry work will have to be completed within **six months** as per the satisfaction of the Corporation from the award of work/job. However, the contract period is extendable based on reasons to be recorded in writing.
4. The job work shall be supervised by the officials of this office.
5. HPSEDC reserves the right to reject any or all the bids without assigning any reason.

6. The Service Provider Agency shall have to bring their own electronic devices and peripheral-like Computer, Scanners, internet connectivity, etc. for data entry work. The board will not provide any kind of devices and peripherals.
7. It shall be the responsibility of the Service Provider to ensure the timely payment of wages & related payments to its employees and all legal liabilities towards its employees shall be borne by the Service Provider agency itself.
8. HPSEDC reserves the rights to cancel the contract at any stage without assigning any reason, by giving one month's notice.
9. Tenders not conforming to the conditions in this document will be summarily rejected and no correspondence thereon shall be entertained whatsoever.

Format for submission of pre bid queries:

The Queries must be submitted in the following format only:

Request for Clarification			
Name of Address of the organization submitting request		Name and position of person submitting request	Contact Details of the organization/ authorized representative Managing Director, Himachal Pradesh State Electronics Development Corporation, 1 st Floor, IT Bhawan, Mehli, Shimla- 171013. Ph. No. 0177-2623513 Email: procurement@hpsedc.in
Sr. No.	Tender Reference (s) (Selection, Page)	Content of Tender requiring clarification	Points of clarification required
1			
2			

Form No. I**TECHNICAL BID**

Name of Firm/Company	
Address of Registered Office	
Type of Organization (Please tick)	Limited Company/Private Ltd. Company/Partnership Firm/ Sole Proprietorship concern/ Society
Registration No.	
Registration Authority	
Name of \Managing Director/Managing Partner/Proprietor	
Contact Nos.	
Fax No.	
E-mail id	
Website	
Addresses of Offices in Himachal Pradesh with name of contact persons and contact nos. (please use separate sheet if so required)	
Core Business of the Company/ Firm	
Year of establishment	
Total manpower employed by the company/Firm as on date	
Annual Gross Turnover during 3 years: 2020-21 2021-22 2022-23 Certificate issued by the C.A. (Chartered Accountant) be attached.	
Annual Turnover from manpower outsourcing/ DEO's 2020-21 2021-22 2022-23	

Certificate issued by the C.A. (Chartered Accountant) be attached.	
PAN No. of the Firm	
GST Registration No.	
EPF Registration No.	
ESI Registration No.	
What methodology you generally opt for recruitment of manpower	
Any other relevant information, you wish to furnish.	

Form No. II

Sr. No.	Name of Office/ Firm (complete address) to which manpower supplied	Order No. & date	Brief description of Work	Total manpower supplied for Entry Work	Year in which manpower supplied	Remarks	Whether documentary proof attached

Form No. III**Compliance Sheet**

Sr. No.	Item/ Certificate/Proof Required	Clause/ Condition No.	Attached	
			Yes	No
1.	Whether forwarding letter duly signed by the authorized person is attached?			
2.	Whether Account Payee Bank Draft or duly pledged Fixed Deposit Receipt of Earnest Money Deposit is attached?			
3.	Whether undertaking for bid validity is attached			
4.	Whether Copy of PAN Card is attached			
5.	Whether Copy of GST registration is attached			
6.	Whether Copy of EPF registration is attached			

7.	Whether declaration with regard to not being black listed is attached			
8.	Whether proof of experience of providing manpower OR Data Entry Work in Govt. Deptts./ Organisation in the last three years is attached ?			
9.	Whether proof of turnover for the three years from Manpower outsourcing /Data Entry with copy of TDS & CA certificates attached?			
10.	Whether undertaking regarding acceptance of all terms and conditions of tender document is attached?			
11.	Whether details of firms infrastructure attached?			
12.	Whether declaration with regard to the correctness of tender filed by the tenderer attached?			

Form No. IV
(Financial Bid)
Price Schedule

Description	Unit Rate in respect of each employee	GST	Total Bid Rate
1	2	3	4(2+3)
Unit Rate for data entry of			

GST will be @_____ %

In addition to the Service Level Agreement (SLA), the following additional terms and conditions will also apply in SLA:

1. Any bid submitted without EMD or with a lesser EMD amount, as indicated above may be rejected for being non-responsive.
2. EMD is not relaxed in this bid. However, on completion of the bid process, the EMD of the successful bidder will be retained and the EMD of other bidders will be released in due course of time.
3. In case, any bidder withdraws their bid after the opening of commercial bids, the EMD of that particular bidder will be forfeited and action will be initiated as per Terms and conditions.
4. EMD will be refunded only after the completion of the project.
5. In case the bidder fails to complete the assigned work, the following legal action will be initiated against the Service Provider:
 - Forfeiture of EMD and PBG @3% of the total work order.
 - Action will be initiated as per Terms and conditions.
 - The bidder will be blacklisted accordingly.
6. The service provider will not sublet the work assigned at or any phase during the contract period. If such a case comes to the notice of the department, actions will be initiated accordingly.
7. The service provider will submit work bill(s) along with satisfactory reports from the end-user department clearly showing that the scanned documents have been duly reconciled/ quality checked by the end-user department. The bidder has to submit a certificate in this regard duly signed and stamped by the end-user department.
8. After completion of work, the agency will remain empanelled with HPSEDC. As per terms and conditions, the purchaser also reserves the right to increase/ decrease the

ordered quantity during the currency of the contract at the contracted rates. Bidder(s) will be bound to accept the orders accordingly.

9. In this bid preference will be given to Himachal Based Agencies.
10. An opportunity will be given to Himachal-based agencies to match the L1 rates.
11. At least 2-3 agencies will be empanelled after matching the L1 rates. so that work may be distributed evenly and completed timely.
12. L1 agencies will sign an agreement with HPSEDC separately.
13. Location for Digitization: Anywhere in Himachal Pradesh. Digitization is to be done in various locations in Himachal Pradesh. At one point in time work can be assigned at multiple locations.
14. Deputed staff by Service Provider:
 - The service provider will be the principal employer for all the workers, laborers, outsourced persons, and such persons shall not have any right to claim, any right of employment or contract with the Buyer/ HPSEDC.
 - The service provider will be responsible to comply with all the Acts, Rules and Regulations framed by the Government of India or the state Government to the work and employees. The service provider alone shall be the principal employer of all the employees engaged by them and shall comply with all labor laws including minimum wages, gratuity, EPF, ESI, etc. whichever is applicable. The buyer shall not be responsible for the terms and conditions of Act, Rules and Provisions of employment laws of the staff deployed by the Service Provider for this project.
 - The service provider should submit a copy of the salary register clearly showing that the Service Provider has released the wages to the deputed staff on a monthly basis by the 15th of every month. If the Service Provider fails to submit the same, the due payment of the service provider will stand withheld and a penalty to the tune of Rs. 100/- per day per person will be levied. The penalty will be recovered from the due payment of the Service Provider or from EMD and PBG.

Any corrigendum, modifications, changes related to this tender before the day of bid submission shall be notified on the website www.hpsedc.in or <https://hptenders.gov.in> only.

Notwithstanding anything else contained to the contrary in this Tender Document, the Managing Director, H.P. State Electronics Development Corporation Ltd., Shimla reserves the right to cancel/withdraw/ modify fully or partially the “Invitation for Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

NOTIFICATION OF AWARD AND SIGNING THE CONTRACT

1. HPSEDC will award the contract to the successful bidder whose score is calculated as highest during the proceedings of the Bid Final score evaluation as per R1 method stated as above.
2. Prior to the expiration of the bid validity period, HPSEDC will notify through a “Letter of Intent”, to the successful bidder in writing or by facsimile or email, that their proposal has been accepted and under consideration for signing a contract.
3. The successful bidder who has been issued with a letter of intent is expected to furnish a Performance Bank Guarantee (PBG) for an amount of @3% of total work order value and valid upto 3 months after expiry of work. This Performance Bank Guarantee has to be from any Nationalized/ Scheduled bank.
4. The contract between the successful bidder and HPSEDC will come into force only upon the bidder furnishing the Performance Bank Guarantee in 15 days and HPSEDC signing the contract with the successful bidder.
5. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, HPSEDC has the right to withdraw the notification of award and next qualified bidder shall be awarded the project or go for retendering. The decision of HPSEDC shall be final in this regard.
6. If the successful bidder tries to alter the Proposal or, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, HPSEDC has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
7. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by HPSEDC and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfillment of the condition of executing a contract by the successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD. In such an event HPSEDC may award the contract to the next best value bidder or call for new proposals

8. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

PERFORMANCE BANK GUARANTEE

- The successful bidder shall at its own expense deposit with HPSEDC, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder. Format of PBG is given at Form-3 of this document.
- The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- This Performance Bank Guarantee will be for an amount equivalent to 3% of the contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The performance bank guarantee shall be valid till the end of three months after the period of end of contract.
- The Performance Bank Guarantee may be discharged / returned by the client upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the bidder being unable to service the contract for whatever reason, the Client would invoke the PBG. The Client shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default. This will be in addition to other penal actions that can be initiated by HPSEDC as detailed in this RFP.
- The HPSEDC shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.

EARNEST MONEY

1. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty Thousand only) as part of its bid. Any bid, submitted without EMD or with the lesser bid amount, will be rejected being non-responsive.
2. The Earnest Money Deposit (he above mentioned EMD).
3. The EMD may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the HPSEDC.
- b. During the tendering process, if a Bidder indulges in any such activity as would jeopardize the tender process. The decision of the HPSEDC regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.
- c. In the case of a successful Bidder, if the Bidder fails,
 - i. To sign the contract, and
 - ii. To furnish Performance Security.
- d. Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardize the interest of the HPSEDC. The decision of the HPSEDC regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.

GENERAL TERMS AND CONDITIONS

The terms and conditions given in the RFP and subsequent corrigendum released by HPSEDC shall apply. These General Conditions shall apply to the extent that these are not superseded specifically by provisions in other parts of this tender document.

COST OF PROPOSAL

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and the HPSEDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

AMENDMENT OF RFP DOCUMENTS

At any time prior to the deadline for submission of Proposal, the HPSEDC may amend the RFP document by issuing suitable Addendum.

Any addendum/corrigendum thus issued shall be part of the Tender document and shall also be posted online at www.hptenders.gov.in. No claim will be entertained or accepted regarding non-receipt of addendum/corrigendum.

To give bidders reasonable time in which to take an Addendum into account in preparing their Proposals, the Client shall extend, if necessary, the deadline for submission of Proposals.

LIMITS ON PROMOTION

The bidder will not make any reference to the department for procurement of resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the authorized representative of the HPSEDC. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kind of hoardings, banners or the like without the express prior written consent of the same.

USE & RELEASE OF BIDDER SUBMISSIONS

HPSEDC is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the HPSEDC and may be returned at its sole discretion. The content of each bidder's Proposal will be held in strict confidence during the evaluation process, and details of the Proposals will not be discussed outside the evaluation process.

DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals must be submitted online by the bidders no later than the time and date stipulated in the RFP. The authorized authority may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing an Addendum or by intimating all bidders who have been provided the Proposal Documents, in writing or by facsimile or by email in accordance with the RFP requirements. In this case, all rights and obligations of the department and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

LATE PROPOSALS

The e-procurement portal www.hptenders.gov.in will not accept any proposal past the deadline date & time. Physical or Manual submission of proposals shall not be entertained after the deadline.

MODIFICATION AND WITHDRAWAL OF BIDS

- The bidder may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of online Bids.

- No Bid may be modified subsequent to the deadline for submission of Bids, without the explicit consent of the department. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures in the Bill of Quote (BoQ). No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened online. All corrections, if any, should be digitally signed by the person signing the bid form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of department, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

CONTACTING DEPARTMENT

Any effort by bidders to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal. Queries, requests if any regarding the bid should be forwarded to the RFP issuing authority at the address/e-mail-id specified in this RFP.

DISQUALIFICATION

The bid is liable to be disqualified if:

- Not submitted in accordance with this RFP.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices without the consent of the Client to change the bid quote.
- The bidder puts his own conditions with the bid.

- Bid received in incomplete form or not accompanied by EMD and Tender document fee.
- Manual Bid received instead of online submission, unless authorized by the Client.
- Bid not accompanied by all requisite documents.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by an authorized representative.

LIQUIDATED DAMAGES

- In the event Bidder fails to provide the Services in accordance with the Service Standard, Bidder shall be liable for penalty as per the terms and conditions of the agreement signed between the successful bidder, HPSEDC and the End User Department.
- HPSEDC is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due as per clauses of this RFP.
- HPSEDC is entitled to withhold (deduct) from the payment due or the Performance Bank Guarantee the liquidated damages that have become due as per clauses of this RFP.

FORCE MAJEURE

- The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the successful Bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the successful Bidder shall promptly notify the authorized representative of Client in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of the Client in writing, the Bidder shall continue to perform its obligations under the Contract as

far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

EXIT MANAGEMENT

PURPOSE

- This clause sets out the provisions that will apply on expiry or termination of the contract.
- In the case of termination of contract due to illegality, HPSEDC will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the successful bidder, carry out their respective obligations set out in this Exit Management Clause.

COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- The bidder will allow HPSEDC or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- Promptly on reasonable request by the HPSEDC or its nominated agencies, the bidder shall provide access to and copies of all information held or controlled by it, which have been prepared or maintained in accordance with the contract. HPSEDC or its nominated agencies shall be entitled to copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The vendor shall permit the HPSEDC or its nominated agencies and/or any Replacement vendor to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the vendor and to assist appropriate knowledge transfer.

CONFIDENTIAL INFORMATION, SECURITY AND DATA

The Bidder will promptly on the commencement of the exit management period supply to the HPSEDC or its nominated agencies the following:

- Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and
- Documentation relating to Intellectual Property Rights; and

- User department data and confidential information; and
- All current and updated departmental data as is reasonably required for purposes of the User Department or its nominated agencies transitioning the services to its replacement vendor in a readily available format; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable HPSEDC or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the HPSEDC or its nominated agencies, or its Replacement Operator (as the case may be).
- Before the expiry of the exit management period, the Vendor shall deliver to the HPSEDC or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- Before the expiry of the exit management period, unless otherwise provided under the contract, HPSEDC or its nominated agencies shall deliver to the Vendor all forms of Vendor confidential information which is in the possession or control of HPSEDC or its nominated agencies or its users

EMPLOYEES

- Promptly on reasonable request at any time during the exit management period, firm shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to HPSEDC or its nominated agencies a list of all employees (with job titles) of firm dedicated to providing the services at the commencement of the exit management period.
- Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from firm to the HPSEDC or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of firm, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- To the extent that any Transfer Regulation does not apply to any employee of firm, the HPSEDC or its nominated agencies, or its Replacement Vendor may make an offer of employment or contract for services to such employee of firm and the Vendor shall not enforce or impose any contractual provision that would prevent any

such employee from being hired by the department or its nominated agencies or any Replacement Vendor.

TRANSFER OF CERTAIN AGREEMENTS

On request by HPSEDC or its nominated agencies, firm shall affect such assignments, transfers, innovations, licenses and sub-licenses as HPSEDC may require in favor of HPSEDC or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between firm and third party lesser, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

RIGHT OF ACCESS TO PREMISES

- At any time during the exit management period, where Assets are located at firm's premises in relations to this project, firm will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) HPSEDC or its nominated agencies, and/or any Replacement Vendor.
- Firm shall also give HPSEDC or its nominated agencies, or any Replacement Vendor right of reasonable access to firm's premises and shall procure the HPSEDC or its nominated agencies and any Replacement Vendor rights of access to relevant third-party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to HPSEDC or its nominated agencies, or a Replacement Vendor.

GENERAL OBLIGATIONS OF FIRM

- Firm shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to HPSEDC or its nominated agencies or its replacement Vendor and which firm has in its possession or control at any time during the exit management period.
- For the purposes of this Clause, anything in the possession or control of any Vendor or associated entity is deemed to be in the possession or control of firm.
- Firm shall commit adequate resources to comply with its obligations under this Exit Management Clause.

EXIT MANAGEMENT PLAN

- Firm shall provide to HPSEDC or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management SLA and scope of work.
 - A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - Plans for communication with such of firm's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on AR operations as a result of undertaking the transfer; and
 - If applicable, proposed arrangements for the segregation of Firm's networks from the networks employed by HPSEDC or its nominated agencies and identification of specific security tasks necessary at termination; and
 - Plans for provision of contingent support to the HPSEDC or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- Firm shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- Each Exit Management Plan shall be presented by firm to and approved by HPSEDC or its nominated agencies.
- In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- During the exit management period, the firm shall use its best efforts to deliver the services.
- Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- This Exit Management plan shall be furnished in writing to the HPSEDC or its nominated agencies within 90 days from the Effective Date of the contract.

CONFIDENTIALITY

- Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in

tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties

- These restrictions will not apply to any information which:
 - is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
 - is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
 - is or has been independently developed by this recipient or was known to it prior to the receipt.
- Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause (ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.
- Without prejudice to the foregoing provision of this Clause above the firm may cite the performance of the services to clients and prospective clients as an indication of its experience.
- The firm shall not, without State prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the FIRM in the performance of the work order.
- The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

RESPONSIBILITY FOR SAFE CUSTODY AND INTEGRITY OF DATA

- The firm shall not, without prior written consent from HPSEDC, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the HPSEDC in connection therewith, to any person other than a person employed by the firm in the performance of the Contract. Disclosure to any such

employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

- The firm shall not, without prior written consent of HPSEDC, make use of any document or information made available for the project, except for purposes of performing the Contract.
- All project related documents issued by HPSEDC, other than the Contract itself, shall remain the property of the HPSEDC and shall be returned (in all copies) to HPSEDC on completion of the firm's performance under the Contract if so required by the HPSEDC.

CONTRACT AMENDMENT

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

INSURANCE REQUIREMENT

Firm shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. and submit the list of all the insured items to HPSEDC prior to the start of operations. Firm shall take and keep effective all the insurances during the period of the Contract.

NOTICES

- Any notice or other document, which may be given by either Party under this SLA, shall be given in writing and signed by the duly authorized representatives of the Parties. The notice or document may be given either in person or by pre-paid recorded delivery post or by facsimile transmission or by e-mail. A notice shall be effective from the date when delivered, tendered or affixed on notice board whichever is earlier.
- In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address.
- Immediately on signing of Agreement, firm will appoint its duly authorized representative/ nodal person who will be taking/ sending notices on behalf of firm and will be responsible for deliverables, communication with HPSEDC. The firm will confirm in writing the name of nodal person to HPSEDC along with his/ her official email address. Similarly, HPSEDC will appoint nodal officer and inform firm.

INTERPRETATION OF CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in the bid document, HPSEDC interpretation of the clauses shall be final and binding on all parties.

THIRD PARTY CLAIMS

- The firm (the "Indemnifying Party") undertakes to indemnify the HPSEDC (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.
- The firm shall indemnify HPSEDC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in reference to this project in India.

LIMITATION OF LIABILITY

The aggregate liability of the firm to the HPSEDC in contract or tort or under statute or otherwise, for any loss or damage suffered by the HPSEDC arising from or in connection with the Services, however the loss or damage is caused, including firm's negligence but not fraud or other deliberate breach of duty, shall be limited to the amount of fee paid to the firm for the Services.

APPLICABLE LAW

The contract shall be governed by the laws and procedures established by Govt. of India/ State of Himachal Pradesh within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

TIME SCHEDULE

The duration of the rate contract shall be 12 months from the date of signing of contract. If HPSEDC decide the firm to carry on with the activities beyond the stated period, based upon the satisfactory performance of the firm, the same may be extended by additional period as required at the same commercial terms based on concurrence of the firm.

Note: The team will be deployed onsite at client location fulltime and report to nodal officer.

Note:

- a. The Client, while calculating payment to the bidder, may impose penalties for deliverables

- b.** The Client reserves the right to demand replacement of the manpower deployed by vendor, on account of non-performance or unprofessional conduct of the resource at Client site. The Client may also ask the Vendor to recall the resource where it is found that the presence of the resource at client site is unacceptable due to his/her unprofessional behavior.

FORMS AND ANNEXURES

FORM 1: FORMAT FOR PRE-QUALIFICATION PROPOSAL

Date: DD-MM-YYYY

**Managing Director,
Himachal Pradesh State Electronics Development Corporation Ltd.
1st Floor, IT Bhawan, Mehli,
Shimla (H.P.)-171013**

Ref: Request for Selection of service provider for Digitization and Data Entry of Requisition Records.

Dear Sir/Madam

1. Having examined the RFP documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP documents. To meet such requirements and provide such services as set out in the RFP documents, we attach hereto our response to the RFP documents, which constitutes our proposal for being considered for appointment as the Service Operator.
2. We undertake that this is our sole participation, and we are not participating or co-participating in this bid through any other related party or channel.
3. We undertake, if our proposal is accepted, to adhere to the Project Schedule put forward in the RFP documents or such adjusted plan as may subsequently be mutually agreed between us and HPSEDC or its appointed representatives.
4. If our proposal is accepted, we will submit a Performance Bank Guarantee in the format given in the RFP document issued by a Scheduled bank in India, acceptable to the HPSEDC, as per the details specified in the RFP documents for due performance of the Agreement.

5. We have read all the terms and conditions set out in the RFP documents and confirm that these are unconditionally acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Proposal shall not be given effect to.
6. We have studied all instructions/forms/terms/requirements/other information of the RFP documents carefully and have submitted this bid with full understanding and any implications thereof.
7. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.
8. It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2025

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

(Seal/Stamp of bidder)

Enclosure: Copy of Power of attorney/Board resolution in name of authorized signatory

FORM 2: FORMAT FOR FURNISHING GENERAL INFORMATION

Details of the Bidder (Company)

1. Name of the Bidder
2. Address of the Bidder
3. Status of the Company (Public Ltd/Pvt. Ltd)
4. Details of Incorporation of the Company
5. Details of Commencement of Business
6. Valid Sales tax registration no.
7. Valid Service tax registration no.
8. Permanent Account Number (PAN)
9. GST Identification Number
10. Name & Designation of the contact person to whom all references shall be made regarding this RFP
11. Telephone No. (with STD Code)
Mobile Number
12. E-Mail of the contact person:
13. Fax No. (with STD Code)
14. Website

FORM 3: PERFORMANCE BANK GUARANTEE FORMAT

To

1. Whereas M/s _____ (**Name of firm agency**) (hereinafter called “firm”) has to do project as per agreement dated _____ signed between Managing Director, (HPSEDC), Shimla (hereinafter called “Client”) and them and as per the agreement M/s _____ (**Name of firm agency**) will submit Performance Bank Guarantee amounting to **Rs.** _____/- (Rupees _____ only).

2. NOW THEREFORE KNOW ALL THE MAN THESE PRESENTS THAT WE, (Bank Name) _____ having its Head Office at _____

_____ (hereinafter called “the Bank”) are bound up to the “Client” in the sum of Rs. _____ (_____) for which payment will and truly to be made to the “Client”, the Bank binds itself, its successors and assignees by these presents.

3. “The Bank” further undertakes to pay to the “Client” up to the above amount on receipt of its first written demand, without the “Client” having to substantiate its demand. The Client’s decision in this regard shall be final and shall not be called upon to question under any circumstances. The Bank Guarantee will remain in force up to _____. However, its validity can be got extended before _____ solely at the instance of the “Client”. This clause shall remain valid notwithstanding anything else contained to the contrary in the document.

4. Our liability under this guarantee is restricted to _____ (_____) and it will remain enforce up to _____ unless a demand in writing is received by the bank on or before _____, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.
In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20 ____

for Bank _____

Witness

Signature

Name

M/s. _____ (complete address)

FORM 4: SELF-DECLARATION (to be filled by the bidder)

To,

**Managing Director,
Himachal Pradesh State Electronics Development Corporation Ltd.
1st Floor, IT Bhawan, Mehli,
Shimla (H.P.)-171013**

_____,
In response to the RFP. No. _____ dated _____ for
Selection of service provider for Digitization and Data Entry of Requisition Records, as an
Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We
hereby declare that presently our Company/ firm _____, at the time of bidding:

-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed in the RFP, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

FORM 5: DECLARATION REGARDING CLEAN TRACK RECORD (to be submitted on bidder's letter head)

To,

Managing Director,

Himachal Pradesh State Electronics Development Corporation Ltd.

1st Floor, IT Bhawan, Mehli,

Shimla (H.P.)-171013

Dear Sir,

Declaration Regarding Clean Track Record

(RFP No : _____ dated _____)

I have carefully gone through the Terms & Conditions contained in the **RFP No:** _____ **dated** _____ regarding Selection of service provider for Digitization and Data Entry of Requisition Records. We hereby declare that our company has not been debarred/ blacklisted or in fraud list by/of any PSU, Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India / Multilateral agencies / Bilateral agencies / authorities / regulators, etc. as on the date of bid submission.

I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the client and the information submitted by the company in all Annexures is true and correct and also able to perform this contract as per RFP document.

Thanking you,

Yours sincerely,

Date Signature of Authorised Signatory ... Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

FORM 6: DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT

To

The Managing Director,
H.P. State Electronics Development Corporation Ltd.,
1st Floor, IT Bhawan, Mehli, Shimla-171013.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No.regarding Selection of service provider for Digitization and Data Entry of Requisition Records. I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum(s)/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No: