

**HIMACHAL PRADESH
STATE ELECTRONICS
DEVELOPMENT
CORPORATION
LIMITED**



**1st & Ground Floor, I.T.
Bhawan, Mehli, Shimla -171 013
Tel. No. 0177-2623259,
2623513, 2626320, 2623513,
2623043, FAX:0177-2626320
Website: www.hpsedc.in**

**File No.: HPSEDC/SCAN-DIGI/2K25-7496
e-Office File No.: 85828
Date: 03/12/2025**

**Corrigendum-I
(Tender No. HPSEDC/SCAN-DIGI/2K25-7496)**

HPSEDC published e-tender for Rate Contract for Scanning and Digitization of Records bearing tender No: HPSEDC/SCAN-DIGI/2K25-7496.

Based on the queries received from the bidders, the following changes/ modifications/ clarifications/ specifications in the tender Section(s)/ Clause(s) are incorporated in the tender document by issuing of Corrigendum.

The detailed response to the received Prebid queries is attached as **Annexure A**.

Last date for bid submission is extended till 15/12/2025 till 2:30 PM and same will be opened on 16/12/2025 at 2.30 PM.


Data Controller, HPSEDC

S.No	Page No	Section of the RFP	Point of Clarification required as per RFP	Remarks	Clarifications/ Suggestions requested by the bidder	Clarification/ Revised Clause may be read as
1	4, 18	Section-I, GIST OF IMPORTANT GENERAL CONDITIONS, Clause 1 & 3; and Section 2, E-BID OPENING AND EVALUATION, 2.17.5	<p>Page No 4 - After finalizing the L1 rates, other bidders may be given opportunity to match the prices of L1 bidder if variation of rate will be 20% of L1 bidder, if tender committee deems fit to ensure healthy competition. Therefore, bidders are advised to quote their best rates.</p> <p>Page No 18 - Thereafter, the lowest bidder among the local suppliers, will be invited to match the L-1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of @5% and contract for that quantity shall be awarded to such local supplier subject to matching the L-1 price. In case such lowest eligible local supplier fails to match the L-1 price or accepts less than the offered quantity, the next higher local supplier within the be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.</p>	Contradictory L1 Price Matching Criteria: The RFP presents two conflicting criteria for allowing non-L1 bidders to match the lowest price. Clause 3 on Page 4 states that "other bidders may be given opportunity to match the prices of L1 bidder if variation of rate will be 20% of L1 bidder". However, Clause 2.17.5 on Page 18 specifies a different rule for local suppliers, who will be invited to match the L-1 price only if their quote falls "within the margin of @5%". This creates a fundamental ambiguity in the evaluation methodology. It is unclear which rule takes precedence or how they interact. For instance, if a local bidder is 6% above L1, are they disqualified under the 5% local rule, or are they still eligible to match under the broader 20% general rule? This uncertainty makes it impossible for bidders to strategize effectively, as the value of being the L1 bidder is significantly diluted and unpredictable.	<p>Clarification: Please clarify the exact hierarchy and application of the price-matching rules. Specifically, please confirm:</p> <ol style="list-style-type: none"> 1. Does the 20% rule apply to all bidders, including local suppliers, regardless of the 5% margin? 2. Or, does the 5% rule exclusively apply to local suppliers, who are then excluded from the 20% provision? <p>Suggestion: To ensure a transparent and predictable evaluation process, we suggest defining a clear, sequential order of operations. For example: "First, the L1 bidder will be identified. Second, local suppliers within a 5% margin of the L1 price will be invited to match. Third, if any quantity remains unallocated, other bidders within a 20% margin will be invited to match."</p>	<p>Clarification:</p> <p>This clause is included as per the guidelines of the state government.</p>
2	4	Section-I, GIST OF IMPORTANT GENERAL CONDITIONS, Clause 5	5) If the bidder quotes/ reduces, its price to render similar works or services at a price lower than any tender/ rate contract price to anyone in the Country at any time during the currency of this tender, the price shall be automatically reduced with effect from the date of reducing or quoting lower price. The tender holder shall furnish the certificate to the HPSEDC that the provisions of this clause have been complied with in respect of services made or billed for upto the date of this certificate. On the conclusion of the tender the successful bidder shall furnish a certificate that the provision of this clause has been complied with during the period of tender/ rate contract.	Ambiguous Definition of "Similar Works": The clause mandates an automatic price reduction if the bidder offers "similar works or services at a price lower than any tender/ rate contract price to anyone in the Country". The term "similar works" is highly subjective and is not defined with any objective parameters. This exposes the bidder to significant risk, as contracts with different scopes (e.g., lower metadata requirements), smaller volumes, less stringent Service Level Agreements (SLAs), or different geographic locations could be arbitrarily deemed "similar," triggering a price reduction. The mechanism for compliance relies on a self-declaration certificate, but without a clear definition, this becomes a matter of interpretation and potential dispute.	<p>Clarification: Please provide a precise and objective definition of what constitutes "similar works or services."</p> <p>Suggestion: We suggest defining "similar works" based on a combination of measurable parameters, such as:</p> <ol style="list-style-type: none"> 1. Minimum number of metadata fields per image. 2. Comparable document condition (e.g., age, fragility). 3. Similar SLAs for accuracy and turnaround time. 4. Comparable project volume (e.g., total number of pages against each page size). 5. Inclusion of a Document Management System. <p>This will create a fair and enforceable standard for price comparison.</p>	<p>Clarification:</p> <p>Similar works means completed projects involving scanning, digitization, metadata creation, and indexing of physical records/documents.</p>
3	10	SECTION 2, A- INTRODUCTION, 2.1. Eligible Bidders, Note	<p>Purchase Preference for Local Micro and Small-Scale units/ Startup Enterprises of the state: -</p> <p>The following purchase preference ratio shall be applicable to the Local Micro and Small-Scale Units of State and Local Micro and Small-Scale categories under H.P. State Startup Scheme: -</p> <ol style="list-style-type: none"> 1. Local Micro and Small-Scale Units of State of H.P. =15% 2. Local Micro and Small-Scale categories under H.P. State, Startup Scheme=15% <p>Total Purchase Preference =30%)</p> <p>Provided that if Startup Enterprises will not be available, then 30% purchase preference shall automatically be given to Local Micro & Small-Scale Unit and vice versa as the case may be.</p>	Interaction of Purchase Preference with L1 Matching: The note specifies a 30% total purchase preference for local Micro and Small-Scale units and Startups of H.P. However, the document does not explain how this preference policy will be applied in conjunction with the L1 price-matching opportunities outlined on pages 4 and 18. This creates confusion about the order of preference and evaluation. For example, if a non-local bidder is L1, and a local MSE is L2 but outside the 5% matching margin, does the 30% purchase preference grant them an opportunity to secure a portion of the work that they would otherwise not be entitled to?	<p>Clarification: Please provide a detailed explanation and a step-by-step example of how the 30% purchase preference for local units will be implemented alongside the 5% and 20% L1 price-matching clauses. Please clarify the exact sequence of evaluation and the hierarchy of these different preference and matching mechanisms.</p>	<p>Clarification:</p> <p>This clause is included as per the guidelines of the state government.</p>
4	13	SECTION 2, C - PREPARATION OF BIDS, 2.10 Bid Security	Tender for Rate Contract for Scanning and Digitization of Records Bid Security - Rs 2,00,000/- (Rupees Two lakh only)	Basis for Fixed Bid Security Amount: The RFP mandates a fixed Bid Security (EMD) of ₹2,00,000. For a rate contract tender, where there is no guaranteed minimum off-take and the total contract value is indeterminate, a fixed EMD amount can be disproportionate. Typically, bid security is calculated as a percentage of an estimated contract value to align the risk with the potential business volume. The basis for arriving at this specific fixed amount is not provided, making it difficult to assess its reasonableness relative to the potential scale of work orders.	<p>Clarification: Could you please provide the rationale or the estimated contract value upon which the fixed Bid Security amount of ₹2,00,000 was determined? This would help bidders understand the expected scale of the rate contract.</p>	<p>Clarification:</p> <p>The Bid Security is to ensure earnest participation by all bidders. Upon finalization of the Rate Contract, the EMD shall be returned to the bidders.</p>

5	18	SECTION 2, E-BID OPENING AND EVALUATION, 2.17.5	Thereafter, the lowest bidder among the local suppliers, will be invited to match the L-1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of @5% and contract for that quantity shall be awarded to such local supplier subject to matching the L-1 price. In case such lowest eligible local supplier fails to match the L-1 price or accepts less than the offered quantity, the next higher local supplier within the be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.	Conflicting L1 Matching Margin: This clause directly contradicts the provision on Page 4. Here, it is stated that the lowest local supplier will be invited to match the L-1 price if their quoted price is "within the margin of @5%". As noted in Sr. No. 1, Clause 3 on Page 4 allows a much wider margin of 20% for "other bidders" to match the L1 price. This creates a direct conflict and significant uncertainty regarding the applicable margin for different categories of bidders.	Clarification: As this is a direct contradiction, please confirm unequivocally which percentage margin for L1 price matching is correct and to which bidders it applies. Will the margin be 5% for local suppliers and 20% for others, or is one of these figures an error that will be corrected via corrigendum?	Clarification: This clause is included as per the guidelines of the state government.
6	42	SCHEDULE - I, SAMPLE OF PRICE SCHEDULE/BOQ	BOQ	Inadequate and Risky BOQ Structure: The Price Schedule requires bidders to quote a single "BASIC RATE per page" that is implicitly expected to cover a wide range of activities with vastly different cost structures: pre-scanning labor, scanning capex/opex, variable indexing effort, and a fixed-cost 100-user DMS. This structure forces bidders to amortize the significant fixed cost of the DMS over an unknown and unguaranteed total volume of pages. This creates a high-risk "gambling" scenario where a bidder's profitability is entirely dependent on making an accurate guess of the total project volume, rather than on the efficiency of their service delivery. It also prevents HPSEDC from achieving true price transparency and value-for-money assessment.	Clarification: Please confirm if the "BASIC RATE per page" must be inclusive of all costs, including the 100-user Document Management System, pre-scanning, scanning, indexing, and post-scanning activities. Suggestion: We strongly suggest issuing a revised, more granular BOQ. A transparent pricing structure would include separate line items for: a) Per-page rate for pre-scanning and scanning (tiered by document size). b) Per-page rate for indexing (based on the 40+ metadata fields). c) A one-time or annual cost for the 100-user DMS license and implementation. This would enable a fair comparison and reduce bidding risk. Please include separate line item for DMS Component	As per RFP
7	9	SECTION 2, A- INTRODUCTION, 2.1. Eligible Bidders, Clause 5	The Bidder should have completed execution of similar work projects for any Government/Semi Govt./ PSUs/ Autonomous bodies of Central/ State Govt. in the last three years.	Subjective Definition of "Similar Work Projects": The eligibility criterion requires bidders to have "completed execution of similar work projects" for government or PSU clients. The term "similar" is not defined by any objective or quantifiable metrics. This subjectivity grants the tender committee excessive discretion and creates a risk of arbitrary disqualification. A bidder with extensive experience in a large-scale central government digitization project might be deemed ineligible if the committee subjectively decides "similar" refers only to projects for other state governments, for instance. This ambiguity can act as a barrier to entry for qualified firms.	Clarification: Please provide a clear, objective, and measurable definition of what constitutes a "similar work project." Suggestion: We suggest defining "similar work" with specific minimum thresholds, such as: 1. Minimum project contract value (e.g., ₹25 Lakhs in a single order). 2. Minimum volume of pages/images digitized (e.g., 1 million pages in a single project). 3. Nature of work must have included metadata indexing and document preparation for archival records.	Clarification: Similar works means completed projects involving scanning, digitization, metadata creation, and indexing of physical records/documents.
8	10	SECTION 2, A- INTRODUCTION, 2.1. Eligible Bidders, Clause 10	The Bidder should already have reasonable support base in this region. The Purchaser's discretion regarding reasonableness of support base shall be final. It is clarified that this clause pertains to only the existing level of support. The actual support required to implement this arrangement has been described in the relevant section.	Vague Requirement for "Reasonable Support Base": The RFP requires the bidder to have a "reasonable support base in this region," with the Purchaser's discretion being final. This is a highly subjective criterion without any specific benchmarks. It is unclear what HPSEDC considers "reasonable" – a registered office, a single service engineer, or a fully staffed support center. Bidders cannot make informed decisions about investment in local infrastructure without clear requirements, and this clause could be used to disqualify bidders on arbitrary grounds.	Clarification: Please define the minimum requirements for a "reasonable support base." Suggestion: Please specify the concrete requirements, such as: a) A registered branch office in North states like HP, Punjab, Chandigarh. b) Minimum number of full-time service engineers or project managers based in the state. c) Specific service level commitments for support response times within the region.	Clarification: The Bidder is supposed to have a registered office in HP or shall submit an undertaking to establish an office once the contract is awarded.

9	35	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.8 Deliverables, Clause d	d.Document Management System (DMS) for concurrent 100 users to be provided by the bidder.	Undefined Document Management System (DMS): The RFP mandates that the bidder provide a "Document Management System (DMS) for concurrent 100 users".1 This is a major deliverable with a potentially very high cost, yet the RFP provides zero functional or technical specifications. A "DMS" can range from a basic open-source tool to a complex enterprise content management platform with features like workflow automation, version control, advanced security, and audit trails. Without specifications, it is impossible to price this component accurately. This "blank check" requirement introduces an unacceptable level of financial risk and is a primary source of bidding uncertainty.	<p>Clarification: Please provide detailed technical and functional specifications for the required DMS.</p> <p>Suggestion: The specifications should cover, at a minimum:</p> <ol style="list-style-type: none"> 1. Functional Requirements: Search capabilities (full-text, metadata-based), version control, user access control (role-based), audit logs, integration with e-office software, reporting features. 2. Non-Functional Requirements: Scalability (support for future growth in users/data), security standards, backup and recovery mechanisms, supported platforms (OS, database). 3. Commercial Model: Clarify if the DMS is to be provided on a perpetual license or subscription basis. 	<p>Clarification:</p> <p>This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.</p>
10	31	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.2 Scanning and Digitization	If applicable the Service Provider shall perform the OCR or any Technology on the document with 100% accuracy so that the documents can be searched using the text in the document.	Technically Infeasible OCR Accuracy Requirement: The clause states that if applicable, the Service Provider shall perform OCR "with 100% accuracy".1 This is a technically infeasible requirement for automated OCR technology, particularly on aged or varied-quality government documents, where industry-best accuracy rates rarely exceed 99.5% at the character level. Achieving 100% accuracy necessitates a full manual proofreading and correction process for every character, which is an extremely costly and time-consuming data entry task, not an automated one. This clause acts as a potential "poison pill," exposing any bidder who agrees to it to inevitable default and penalties.	<p>Clarification: Please confirm if the "100% accuracy" requirement implies a full manual verification and correction process. If so, please confirm that this significant data entry effort should be factored into the per-page rate.</p> <p>Suggestion: We strongly recommend revising this clause to an industry-accepted and measurable standard. For example: "The Service Provider shall perform OCR to achieve a minimum of 99.5% character-level accuracy." The RFP should also specify the methodology for measuring this accuracy (e.g., based on a random sampling of a statistically significant number of pages verified by the End User).</p>	<p>Revised Clause:</p> <p>Automated OCR rates are accepted up to industry norms (minimum 99.5%).</p>
11	31	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.2 Scanning and Digitization	Metadata of each file / record is required to be recorded with the PDF file itself with conformance to the Extensible Metadata Platform (XMP) specification for storing rich metadata.	Undefined XMP Metadata Schema: The RFP requires metadata to be recorded with the PDF file in conformance with the Extensible Metadata Platform (XMP) specification.1 While the standard is specified, the actual data schema (i.e., the specific fields, their data types, and whether they are mandatory or optional) is not provided. This information is critical for designing the data capture and indexing workflow and for accurately estimating the manual effort involved.	<p>Clarification: Please provide the detailed XMP metadata schema that must be implemented. This should include a list of all metadata fields, their corresponding names, data types (e.g., text, date, numeric), and constraints (e.g., mandatory/optional, controlled vocabulary).</p>	<p>Clarification:</p> <p>This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.</p>
12	32	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.2 Scanning and Digitization	The Service Provider shall ensure that the quality of scanned images is enhance to the optimum level and shall perform all such activities required to bring the scanned image to optimal level such as skew, de-skew to make the image straight, cropping and cleaning of images like removal of black noises around the text and providing equal margins around the text etc.	Subjective Image Quality Standard: The clause requires the quality of scanned images to be enhanced to the "optimum level" and mentions activities like de-skew, cropping, and cleaning.1 "Optimum level" is a subjective term that is not defined by any measurable parameters. This can lead to disputes during the quality assurance phase, where the End User's subjective interpretation of "optimum" may differ from the service provider's, leading to rework and delays.	<p>Clarification: Please provide objective and measurable quality parameters for what constitutes an "optimum level" of image enhancement.</p> <p>Suggestion: We suggest specifying acceptable tolerance levels for key image quality metrics, such as:</p> <ul style="list-style-type: none"> · Skew: Maximum allowable skew angle (e.g., °pm 1 degree). · Noise: Specify an acceptable level of noise/speckle using a standard metric. · Brightness/Contrast: Define an acceptable range for brightness and contrast values. 	<p>Clarification:</p> <p>This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.</p>

13	44	ANNEXURE-I, SECTION – 5, TECHNICAL SPECIFICATIONS AND COMPLIANCE SHEETS ANNEXURES, Item No: 1	Metadata Field (per image/page) - Above 40	Undefined Metadata Fields: The technical specifications table mandates "Above 40" metadata fields per image/page. The manual effort and cost of indexing are directly proportional to the number and complexity of these fields. Without a complete list and description of these 40+ fields, it is impossible to accurately estimate the time, effort, and cost required for the indexing component of the project, which is a major cost driver. Bidders are forced to make a blind guess, leading to either uncompetitive pricing or significant financial risk.	Clarification: Please provide a complete list and data dictionary for all 40+ metadata fields that are required for indexing. The dictionary should specify the field name, a description of the data to be captured, the data type, and whether the field is mandatory.	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
14	23	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.5 Performance Security	Within 10 days of 'Notification of Award', the successful bidder/ Supplier shall initially furnish a 3% Performance Bank Guarantee of total order value valid for 39 months to safeguard the purchaser against timely delivery during the currency of the contract. (1) In case supply orders increase the above-mentioned quantity then 3% amount of each supply order will be deducted as PBG from due payment from bidder & same will be released after expiry of the warranty period or bidder has an option to submit additional PBG against the supply order. (3) EMD of successful bidder(s) will only be released after signing of agreement and submission of PBG.	Disproportionate PBG Validity Period: Clause 3.5.2 requires the successful bidder to furnish a Performance Bank Guarantee (PBG) for 3% of the total order value, valid for 39 months. The rate contract itself is specified as being valid for two years (24 months). A 39-month validity appears excessive and seems designed to cover the warranty period for an order placed on the last day of the contract. This locks up the supplier's capital for an unnecessarily long period. Furthermore, the clause is unclear about the PBG mechanism for multiple, staggered purchase orders.	Clarification: Please clarify the rationale for the 39-month PBG validity period. For subsequent purchase orders placed during the rate contract, will the bidder be required to submit a new, separate PBG for each order, or should the initial PBG be cumulatively amended to cover the value of all orders? Suggestion: A more standard and efficient approach would be to require a PBG valid for the contract period (24 months) plus a 60-day claim period. The contractual obligation for warranty on individual supplies can survive the expiry of the main contract and its PBG.	Revised Clause: Within 10 days of 'Award of work order', the successful bidder/ Supplier shall initially furnish a 3% Performance Bank Guarantee of total order value valid for T+3 months (where T refers to the duration of the work order) to safeguard the purchaser against timely delivery during the currency of the contract.
15	24	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.9 Payment	Payment Terms	Uncertainty in Payment Terms: The payment terms are stated to be flexible (on completion, milestone-based, or time-based) and will be selected by the End User at the time of placing the contract. While flexible, this introduces significant uncertainty for the service provider's financial planning and cash flow management, as different End Users may choose vastly different payment schedules. The bidder has no way of knowing the payment cycle at the time of bidding, which impacts costing.	Clarification: While we understand the need for flexibility for End Users, will the selected payment schedule be clearly and irrevocably defined in each purchase order? Suggestion: To provide a degree of predictability for bidders, would it be possible to define a "default" or "standard" payment term (e.g., milestone-based payment against verified deliverables within 30 days of invoice submission) that will apply unless an alternative is mutually agreed upon in the purchase order?	As per RFP
16	26	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT,	3.13.3 Delays in the Supplier's Performance	Undefined "Billed Value" for Penalties: The penalty table for rejection of documents specifies a penalty as a percentage of the "billed value". This term is ambiguous. It is unclear whether "billed value" refers to the value of the specific batch of documents that contained the rejected items, or the entire invoice value for that billing period (which may include many other correctly processed batches). This distinction has a significant financial impact on the penalty calculation.	Clarification: Please provide a precise definition of "billed value" for the purpose of calculating penalties for document rejection. Does it refer to the value of the specific rejected lot/batch or the total invoice value for the period?	Clarification: Billed Value refers to the total order value.
17	27	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.13.3 Delays in the Supplier's Performance, Clause 5	3.13.3 Delays in the Supplier's Performance	Undefined "Contract Value" for Termination: Clause 5 states that the contract can be terminated if cumulative penalties reach 10% of the "contract value". In a rate contract, there is no fixed, guaranteed "contract value". The total value is the cumulative sum of all purchase orders placed, which is unknown at the outset. This makes the clause logically inconsistent and unenforceable as written. It is unclear how this threshold would be determined.	Clarification: Please clarify how the "contract value" will be defined and calculated for the purpose of the 10% penalty threshold for termination. Will it be based on the value of each individual purchase order (meaning a small order could be terminated quickly), or will it be based on an estimated annual value, or the cumulative value of all orders placed to date?	Clarification: Contract Value refers to the total order value.
18	26	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.12 Subcontract	3.12.1 The Supplier shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent. 3.12.2 The Supplier shall notify the Purchaser, in advance in writing, of all sub-Contracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid of later (even if with prior approval of Purchaser) shall not relieve the Supplier of any liability or obligations under the Contract. 3.12.3 Subcontracts must comply with the provisions of the clause 2.3.	Ambiguity in Subcontracting Clause: The clause prohibits the supplier from assigning obligations "in whole or in part" without prior written consent. While standard, the scope of "subcontract" is not defined. It is unclear if this restriction applies to the engagement of temporary staff, specialized freelancers for specific tasks (e.g., document restoration), or third-party service providers for non-core activities (e.g., logistics). A strict interpretation could severely hamper operational flexibility.	Clarification: Please clarify if the definition of "subcontracting" under this clause includes the hiring of temporary contractual staff or freelancers for executing specific, non-critical tasks under the direct supervision of the primary service provider.	Clarification: Subcontracting refers to the arrangement in which the selected Bidder/Contractor delegates, assigns, or engages any third-party individual, agency, firm, or organization to perform any part of the scope of work, deliverables, services, or contractual obligations under this Tender/Contract, either fully or partially, whether for consideration or otherwise. This includes outsourcing of development work, deployment, operations, manpower, specialized tasks, or any activity that contributes to the execution of the project, except for procurement of standard off-the-shelf hardware, software, or services that do not involve transfer of contractual responsibility.

19	38	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 5 Terms and Conditions.	c. Safeguarding of proprietary and confidential information	Undefined Liability for Data Breach: The clause details the service provider's responsibility to safeguard confidential information but does not specify the extent of liability in the event of an inadvertent data breach. Clause 3.17, "Limitation of Liability," caps the supplier's liability at the aggregate value of goods and services supplied. However, a data breach can cause damages far exceeding the contract value. It is important to understand the precise financial and legal liability in such a scenario.	Clarification: Please specify the extent of the service provider's liability in the event of a data breach. Is the liability capped as per Clause 3.17, or are there other penalties or liabilities (e.g., under the IT Act or other statutes) that would apply?	Clarification: The service provider is responsible to safeguard confidential information.
20	35	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS.	4.1.9 Deputed staff by Service Provider	Role of Purchaser in Staff Disputes: This section correctly establishes the service provider as the principal employer. However, in government projects, disputes between the service provider and their deputed staff (e.g., regarding wages or working conditions) can sometimes lead to project disruptions, with staff appealing to the End User department. The RFP is silent on the role and responsibility of HPSEDC or the End User in such situations.	Clarification: Could you please clarify the defined role and protocol for HPSEDC/End User in the event of a labor dispute between the service provider and its employees that may impact project execution? Will the Purchaser play a mediatory role, or will it be treated strictly as an internal matter for the service provider to resolve?	As per RFP
21	30, 33	SECTION-4, 4.1.1 Pre-Scanning & 4.1.5 Location for Scanning		Logistical Framework for State-Wide Operations: The scope requires the collection and return of documents from various End User locations throughout Himachal Pradesh, including potentially remote areas. This presents a significant logistical challenge. The RFP does not specify the expected logistical model.	Clarification: Please clarify the logistical expectations. Will there be designated central collection points for different districts, or is the service provider expected to establish a comprehensive, state-wide logistics network to service every End User office directly?	Clarification: The successful bidder shall carry out the work at the location specified by the concerned department at the time of issuance of the work order.
22	30	SECTION-4, 4.1.1 Pre-Scanning	Service Provider will perform all the pre scanning activities which may include (but not limited to) collection of documents, removal of unwanted dust, removal of tags, pins, threads, rubber bands, application of curative techniques to biologically infected or otherwise damaged documents etc., sorting and numbering of pages in the document file in correct order.	Handling of Fragile and Damaged Documents: The scope includes applying "curative techniques to biologically infected or otherwise damaged documents" and holds the provider liable for any damage. Handling such documents carries a high risk of causing further deterioration, leading to potential disputes over liability.	Clarification: Please define the expected scope of "curative techniques." Suggestion: We suggest implementing a joint risk assessment protocol. Before any curative work is performed, a joint inspection by the service provider and the End User should be conducted to document the document's initial condition and agree on the proposed treatment, thereby establishing a clear baseline for liability.	Clarification: The term "curative techniques" refers to basic preventive and stabilizing measures required to safely digitize fragile, torn or infected documents.
23	33	SECTION-4, 4.1.5 Location for Scanning	Location for Scanning: Anywhere in Himachal Pradesh. Scanning is to be done in various locations in Himachal Pradesh. At one point in time work can be assigned at multiple locations.	Resource Mobilization for Multiple Simultaneous Locations: The RFP states that work can be assigned at multiple locations simultaneously. This requires significant investment in mobile infrastructure and manpower, which is difficult to plan without an indication of work volume.	Clarification: How will the deployment of resources be managed for ad-hoc requirements? Will there be a minimum guaranteed volume of work or a minimum contract duration specified for each new location to justify the costs of mobilization and demobilization?	As per RFP
24	34, 37	SECTION-4, 4.1.8 Deliverables & 5.b Service Provider Obligations	4.1.8 Deliverables by service provider	On-Site Infrastructure and Security: The provider must supply all hardware, and a separate clause implies that scanning must be done on-site at End User premises. The success of on-site operations is entirely dependent on the facilities provided by the End User.	Clarification: Please confirm if all scanning must be performed on-site. If so, please specify the minimum infrastructure (e.g., secure floor space, number of power sockets, availability of stable power, network connectivity) that will be guaranteed by the End User at each location.	Clarification: As per RFP, End User shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area.
25	35	SECTION-4, 4.1.9 Transition Management	Post the contract period, if a new agency is selected by End User for the next contract, the Service Provider is expected to provide adequate knowledge transfer and training to the new agency for a period of three months. The knowledge transfer/training should necessarily cover details on the following: i. Document Management System, Document Retrieval, ii. Nature and type of queries arriving at the helpdesk, iii. FAQ's, manuals, documentation and other reference material prepared for issue resolution and any other	Scope of Transition and Knowledge Transfer: The post-contract period requires a three-month knowledge transfer to a new agency, including the handover of "knowledge material and assets". The term "assets" is ambiguous and could have significant intellectual property implications.	Clarification: Please provide a precise definition of the "knowledge material and assets" to be handed over. Specifically, does this include the source code, licenses, and intellectual property rights for the Document Management System, or is it limited to operational documentation and user manuals?	Clarification: This does not include any source code and licenses involved with Document Management system.
26	32	SECTION-4, 4.1.3 Post Scanning	Version Control mechanism should be allowed. Version control must be done in case of addendum to the pre-existing digitized file. Service Provider will have to make this facility available in the capture and indexing module.	Version Control Workflow: The RFP requires a "Version Control mechanism" for handling addendums to previously digitized files. The process for managing these updates is not defined, which can lead to operational confusion and data integrity issues.	Clarification: Please elaborate on the expected workflow for version control. How should new versions be submitted, reviewed, and approved? What are the requirements for the audit trail to track changes, and how should this be managed within the DMS?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.

27	33	SECTION-4, 4.1.6 Indexing and Cataloguing	Service Provider will establish procedure for checking the accuracy of indexing and making necessary corrections as accurate indexing is required for efficient retrieval of digital documents from digital storage media	Indexing Accuracy Standards: The provider must establish a procedure for checking indexing accuracy, but no target accuracy level is defined. This subjectivity can lead to disputes during quality checks.	Clarification: Please specify the minimum acceptable accuracy level for metadata indexing (e.g., 99.95% at the field level). Also, please clarify the methodology for measuring this accuracy. Will the End User provide controlled vocabularies or data dictionaries to ensure consistency in data entry?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
28	34	SECTION-4, 4.1.7 Training	4.1.7 Training	Scope and Scale of Training Program: The provider is required to train various categories of End User staff. The scale of this effort is unknown, making it difficult to budget for trainers, materials, and time.	Clarification: Please provide an estimate of the number of staff to be trained in each category (IT personnel, administrators, data entry operators, viewers). Will the training be a one-time event, or will it be ongoing? Will training be conducted centrally or on-site at multiple End User locations across the state?	Clarification: The training shall take place on-site. The location will be as per requirement of end user department.
29	37	SECTION-4, 5 b Service Provider Obligations		Security and Confidentiality Compliance: The RFP mandates the safeguarding of confidential information but does not specify the technical security standards to be followed. This ambiguity exposes both the End User and the service provider to risks related to data security and compliance.	Clarification: Please specify the mandatory data security and encryption standards for data at rest (on storage media) and data in transit (over the network). Are there specific compliance requirements under the IT Act, 2000, or other government regulations that must be adhered to?	As per RFP
30	30	SECTION-4, 4.1.1 Pre-Scanning	4.1.1 Pre-Scanning	Document and Page Count Reconciliation: The provider must provide an acknowledgement of the number of documents and pages received. Discrepancies in page counts between the End User and the provider are a common source of disputes in digitization projects.	Clarification: What is the defined process for resolving discrepancies in document or page counts found during the pre-scanning phase? Will there be a joint sign-off on the final count before scanning commences to prevent billing disputes later?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The amount of work/pages to be scanned and digitized shall be informed to the successful bidder while issuing the work order.
31	9	SECTION 2, A- INTRODUCTION, 2.1. Eligible Bidders, Clause 4	Bidder Turnover	Financial Year for Turnover Calculation: The RFP requires average annual turnover for FY 2022-23, 2023-24, and 2024-25. Given the tender date of 24/10/2025, the audited balance sheet for FY 2024-25 (ending March 2025) may not be available for all bidders.	Clarification: Will a provisional, CA-certified financial statement for FY 2024-25 be accepted for the purpose of evaluating this eligibility criterion?	Clarification: Yes a provisional CA-certificate only for the financial year 2024-2025 may be accepted.
32	24	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.9 Payment	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.9 Payment	Inconsistent Payment Formula: The BOQ on page 42 asks for a "BASIC RATE per page," but the payment formula on page 24 is "rate per 100 images (page)". This appears to be a typographical error that could lead to significant billing confusion.	Clarification: Please confirm the correct formula for payment calculation. Should the "rate per 100 images" be interpreted as "(Rate per page) * 100" or is the per-page rate from the BOQ the direct multiplier for the number of pages scanned?	Revised Clause: Payment = Total number of image (pages) correctly scanned * rate per image/page
33	24	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.9 Payment, Verification	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.9 Payment, Verification	Undefined Verification Turnaround Time (TAT): Payments are contingent on verification and sign-off by the End User's nodal officer. The RFP does not specify a timeframe within which this verification must be completed.	Clarification: Please define a Service Level Agreement (SLA) for the End User to complete the verification of scanned batches. For instance, "Verification to be completed within 15 working days of submission." Will a "deemed approval" clause be applicable if the End User exceeds this SLA, to ensure timely payment processing?	As per RFP
34	26	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.13.3, Penalty Table, S.No 1	SECTION-3, GENERAL CONDITIONS OF THE TENDER & CONTRACT, 3.13.3, Penalty Table, S.No 1	Ambiguous Unit for Penalty Calculation: The penalty for rejection is triggered if more than 2% of "total documents" are rejected. The definition of a "document" is not provided.	Clarification: Please define what constitutes a "document" for this penalty clause. Is a single file with 500 pages considered one document, or is each page treated as a separate unit for calculating the 2% rejection threshold?	Clarification: A document may be treated as following 1. A document may be defined as the primary record or file unit as maintained by the end user department, irrespective of the number of pages contained in it. 2. For loose sheets or unbound documents, each page shall be treated as a document.
35	30	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.1 Pre-Scanning		Undefined Rebinding Standards: The scope includes "un-binding of files," but the required standard for rebinding is not specified. The cost and effort for different rebinding methods (e.g., tagging, spiral, perfect binding) vary significantly.	Clarification: Please specify the required method and quality standard for rebinding the documents after scanning. Also, please specify if archival-safe materials (e.g., acid-free tape for repairs) must be used, the cost of which should be factored in.	Clarification: As mentioned in the RFP, after scanning, the physical document would be pinned together/ tagged in the same form as it was given for scanning by the individual units of any department. At the end of the process all paper documents will be returned in their original form to the department.
36	31, 35	SECTION-4, 4.1.2 Scanning and Digitization & 4.1.8 Deliverables	4.1.8 Deliverables Scanning: File size should not be more than 20MB. 4.1.2 - Scanning resolution shall 400 dpi or better as per S.O., raw master image uncompressed and clean master image loss less compression shall be in file format if 6.0 or better.	Contradictory File Size and Stitching Requirements: Clause 4.1.2 requires all pages of a file to be "stitched together," while Clause 4.1.8(b) imposes a maximum file size of 20MB. For large files scanned at 400 DPI, these two requirements are mutually exclusive.	Clarification: Please clarify how to handle files that, when stitched, naturally exceed the 20MB limit. Should such files be split into logical volumes (e.g., File_X_Vol1.pdf, File_X_Vol2.pdf), and would each volume be considered a separate deliverable?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.

37	31	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.2 Scanning and Digitization	Annotation and bookmark for relevant pages is to be recorded in the PDF files and stored as separate attributes in the database for search	Subjective Bookmarking Requirement: The scope requires "Annotation and bookmark for relevant pages". ¹ The criteria for determining which pages are "relevant" are not defined, making this a subjective task.	Clarification: Please provide clear guidelines or rules for identifying pages that require bookmarking. Will the End User department provide a list of keywords or section headers to be bookmarked, or will they physically mark the pages prior to scanning?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
38	32	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.2 Scanning and Digitization	All the pages in a document including blank pages (only when such blank pages are numbered in the file/document) shall be scanned to produce exact replica of the original document. No page shall be scanned more than once.	Billing for Blank Pages: The RFP states that numbered blank pages must be scanned. ¹ It is not clear if these pages are billable.	Clarification: Please confirm if numbered blank pages that are scanned as part of a file will be counted towards the total page count for billing purposes at the same rate as pages with content.	Clarification: Total order value/billed value shall be based on number of pages scanned as per issued work order.
39	33	SECTION-4, TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS, 4.1.4 Storage and Backup	A folder structure/ configuration management policy must be followed while storing the digitized data in the DVD/ hard disk and or central storage.	Responsibility for Providing Storage Media: The provider must deliver data on DVD/hard disk. ¹ The RFP does not state who bears the cost of this physical media.	Clarification: Please clarify whether the service provider is responsible for procuring the DVDs and/or hard disks for final data delivery. If so, please confirm that the cost of these media should be included in the per-page rate.	Clarification: The Successful bidder will provide the required DVD/ Hard disks for storage.
40	44	ANNEXURE-I, SECTION – 5, Item No: 1, S.No 7		Clarification of Scanning Speed Requirement: The technical compliance sheet lists wide ranges for "Speed of Scanning (Number of Pages Per Day)" (e.g., 20,000 – 50,000 for A4). ¹ The nature of this requirement is unclear.	Clarification: Is the specified scanning speed an indicative estimate of the expected workload, or is it a mandatory minimum capacity that the bidder must possess and demonstrate? If it is a mandatory requirement, how will compliance be measured (e.g., per scanner, per site)?	Clarification: The bidder must confirm their ability to scan the required number of pages per day as specified in the technical specifications.
42	31	SECTION-4, 4.1.2 Scanning and Digitization	The Service Provider will be responsible for quality assurance and will go through all documents to see if they are complete and legible. The Service Provider will undertake Quality Assurance processes for all aspects of processing and post-processing of records including image capture, indexing, storage and return. The Service Provider's staff will perform quality control to ensure that each page is fully rendered, properly aligned, and free of aliasing/ distortions. Inspection and quality control data shall always be recorded on the worksheet accompanying each volume. When necessary (e.g., poor image capture of an illustration), the staff will re-scan from the original text and insert the image(s) into the proper image file sequence. Service Provider shall employ automated quality analysis mechanism to ensure 100% percent quality check.	Automated Quality Analysis: The RFP mandates that the "Service Provider shall employ automated quality analysis mechanism to ensure 100% percent quality check". ¹ The capabilities of such tools can vary widely.	Clarification: Please specify the minimum functional requirements for the automated quality analysis tool. For example, should it automatically detect and flag images with issues like excessive skew, blur, black borders, or missed pages?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
43	31	SECTION-4, 4.1.2 Scanning and Digitization	If applicable the Service Provider shall perform the OCR or any Technology on the document with 100% accuracy so that the documents can be searched using the text in the document.	OCR Output Format and Structure: The requirement for 100% accurate OCR is noted, but the format of the OCR output is not specified. ¹	Clarification: In what format should the OCR output be delivered? Is a hidden, searchable text layer within the PDF sufficient, or is a separate structured output (e.g., XML, ALTO XML) required for each page?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
44	32	SECTION-4, 4.1.3 Post Scanning	The Service Provider is required to use their own MIS tool to generate fortnightly reports for tracking the digitization status. These reports would contain basically summary of records scanned and stored. The release of payments is linked to fortnightly submission of these reports and the status of work to the End User Department and subsequent receipt of acknowledgement.	MIS Report Format: The provider is required to use their "own MIS tool to generate fortnightly reports". ¹ The content of these reports is crucial for project monitoring.	Clarification: Please provide a template or a detailed list of the Key Performance Indicators (KPIs) and data points that must be included in the fortnightly MIS reports. This should include metrics like pages scanned per day, rejection rates at each QC stage, and progress against the timeline.	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
45	33	SECTION-4, 4.1.4 Storage and Backup	Service Provider shall integrate scanned and digitized documents into the existing document management system (DMS) of the End User as per his requirement.	DMS Integration vs. Provision: Clause 4.1.4 states the provider shall "integrate scanned and digitized documents into the existing document management system (DMS) of the End User," which contradicts Clause 4.1.8(d) requiring the bidder to "provide" a new DMS. ¹	Clarification: Please clarify this contradiction. Is the bidder expected to provide a new DMS and also be capable of integrating with any pre-existing DMS at various End User departments? If both scenarios are possible, how should this be addressed in the commercial bid?	Clarification: If any Integration is required, the end user department would provide the API.

46	33	SECTION-4, 4.1.4 Storage and Backup	Nomenclature of the digitized file should be in accordance with the e-Gov standard and should be discussed with the End User Department	File Naming and Folder Structure Standards: The RFP mentions following an "e-Gov standard" for file nomenclature and a "folder structure/ configuration management policy".1	Clarification: Can you please provide the specific document name and version of the "e-Gov standard" to be followed? Additionally, please provide a sample of the required folder structure to ensure compliance from the project's inception.	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
47	33	SECTION-4, 4.1.6 Indexing and Cataloguing	Service Provider will create metadata fields required for indexing as per the requirement of the End User. Scanned documents / images stored in digital form shall be indexed in the metadata fields using manual entry.	Procedure for Illegible/Missing Metadata: The process requires manual indexing of over 40 fields.1 Inevitably, some source information on the physical documents will be illegible or missing.	Clarification: What is the standard operating procedure for handling a mandatory metadata field where the source information is unreadable or absent? Should the field be left blank, marked with a specific code (e.g., "N/A," "Illegible"), or should the document be flagged for the End User's review?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
48	34	SECTION-4, 4.1.8 Deliverables	Metadata Entry Table of Contents Indexing	Scope of "Table of Contents Indexing": The deliverables list includes "Metadata Entry Table of Contents Indexing".1 This could be interpreted in several ways.	Clarification: Please define the scope of "Table of Contents Indexing." Does this refer to creating a hyperlinked Table of Contents within each PDF document, or does it mean capturing the chapter/section headings as separate metadata fields?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
49	35	SECTION-4, 4.1.8 Deliverables	Final Output Delivery to the department & to be uploaded in e-office software.	E-Office Integration Specifications: The final output must be "uploaded in e-office software".1 This requires technical integration.	Clarification: Please provide the technical specifications for the e-office software integration. Is there a documented API available? What are the protocols for authentication, data transfer, and error handling?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
50	38	SECTION-4, 5.b Service Provider Obligations	The Metadata should be very accurate, and the service provider shall give batch wise scanned data to End User for Quality check. If there are errors in metadata entry (even if one field in a record has error data entry, the record will be treated as error entry) and scanning, penalty as applicable will be levied.	Definition of Metadata "Error": The penalty clause states that if "one field in a record has error data entry, the record will be treated as error entry".1 This is extremely stringent and requires a clear definition of an error.	Clarification: Please provide an objective definition of a metadata "error." How will errors in subjective fields (e.g., "summary") or variations in spelling for names/places be handled? Will there be a joint verification process for validating errors before penalties are applied?	Clarification: This RFP is for Rate Contract, which will be applicable for the future works which are likely to be received from the department. The further technical requirements shall be decided in consultation with end user department after awarding of work order.
51	9	SECTION -2	The bidder should have its own Tollfree Number and escalation matrix with support related information for Service Support.	NA	We request your kind consideration to allow bidders to submit a declaration in place of the toll-free number at the bid stage, in case the toll-free number is not operational presently. We hereby confirm that, if awarded the work, we will submit and activate the toll-free number along with the complete escalation matrix and support details within 7 days from date of award of work.	Clarification: Yes, the bidder may submit an undertaking in this regard.
52	9	SECTION -2	The Bidder should have an average annual turnover of at least Rs. 50 lakhs during last three financial years i.e., for year 2022-23, 2023-24 & 2024-25	Reference to Notification Mentioned in the RFP The RFP clearly states that exemptions shall be governed as per: "Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores, Government of Himachal Pradesh." This notification grants purchase preference and special consideration to Local MSMEs and Startups of Himachal Pradesh. Our Company Eligibility Registered under Startup India (DPIIT) Registered under MSME (Udyam) Based in Himachal Pradesh ISO 9001:2015 & ISO/IEC 27001:2013 Certified As a newly incorporated startup working in digitization, data management & related IT solutions, we fulfill the mandate and objective of promoting new enterprises in the State. Request for Exemptions In line with: Startup India Procurement Policy (GOI) MSME Public Procurement Policy, 2012 HP Store Purchase Rules, Notification dated 16.05.2020	Exemption from Turnover Requirement Being a newly registered Himachali MSME, meeting the ₹50 lakh average turnover criteria is presently not feasible.	Revised Clause: MSME EXEMPTION FOR PRIOR EXPERIENCE AND TURNOVER REQUIREMENTS (Applicable for Micro & Small Enterprises Registered in Himachal Pradesh) In accordance with the Public Procurement Policy for Micro and Small Enterprises (MSE), Order 2012 issued by the Ministry of MSME, Government of India, HPSEDC provides exemption from prior experience and prior turnover criteria to eligible Micro and Small Enterprises (MSEs). This relaxation shall be applicable to MSE bidders who hold a valid Udyam Registration Certificate reflecting their registration as an MSME in Himachal Pradesh, provided they meet all technical and qualitative requirements outlined in this tender. Further, the Himachal Pradesh Micro, Small and Medium Enterprises (Facilitation of Establishment and Operation) Act, 2019 promotes the participation of local MSMEs in public procurement to encourage entrepreneurship and industrial development within the State. In line with these provisions, the above exemptions are provided to support the inclusion of Himachal Pradesh-based MSMEs in this tender process.
53	9	SECTION -2	The Bidder should have completed execution of similar work projects for any Government/Semi Govt./ PSUs/ Autonomous bodies of Central/ State Govt. in the last three years		Exemption from Past Work Experience Requirement Requesting that newly formed startups be allowed to participate without mandatory prior government digitization work experience.	MSEs seeking exemption must submit their Udyam Registration Certificate along with any supporting documents as specified in the tender.

54		SECTION -2		Permission to Enroll New Companies Under Bid-H We request that newly incorporated Himachali companies be considered for vendor enrollment so they can also contribute to this rate contract	
55	9	SECTION -2	Earnest Money (Rs. 2,00,000) Deposit (EMD)	Exemption from EMD (₹2,00,000) Requesting exemption under Startup India provisions to reduce financial barrier for local startups.	Clarification: The Bid Security is to ensure earnest participation by all bidders. Upon finalization of the Rate Contract, the EMD shall be returned to the bidders.