

**H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.**  
(A Unit of H.P. Government Undertaking)



**e-Tender  
for  
Rate Contract for Scanning and Digitization of Records.**

E-Tender No: HPSEDC/SCAN-DIGI/2K25-7496

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.,  
1<sup>st</sup> FLOOR, I.T BHAWAN, MEHLI, SHIMLA-171013, H.P.  
Tel. Nos.: 0177-2623259, 2623043, 2623513 (Telefax): 0177-2626320.  
Email: [procurement@hpsedc.in](mailto:procurement@hpsedc.in)

Website: [www.hpsedc.in](http://www.hpsedc.in), tender document can also be downloaded from <https://hptenders.gov.in>

24-10-2025

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**SECTION-I**

**INVITATION FOR E-BIDS**

**E-TENDER NO: HPSEDC/SCAN-DIGI/2K25-7496**

**Note:** The Press e-Tender Notice published on 24/10/2025 in following daily Newspapers for inviting e-Tenders for Rate Contract for Scanning and Digitization of Records during warranty period and post warranty period. In case there is any decrease/ increase in prices, HPSEDC may asked the bidders to submit revised quotes in sealed envelopes. The rates finalised in this tender will also be considered for General Rate Contract for Scanning and Digitization of Records and will be valid for two years. The tender notice will be published in the following new papers.

1. Divya Himachal (Chandigarh/ Delhi Edition)
2. The Tribune (Chandigarh/ Delhi Edition)

The detailed e-Tender document contained in following sections has been prepared to elaborate all techno-commercial conditions of this tender. In case of any discrepancy between the Press Advertisement and detailed provisions of this Tender Document, the latter will prevail. For any further changes (if any, based on feedback/ queries from any quarter and pre-bid meeting) in this tender document, please see its updated version/corrigendum on [www.hpsedc.in](http://www.hpsedc.in) and <https://hptenders.gov.in>.

**GIST OF IMPORTANT GENERAL CONDITIONS**

- 1) The tender has been floated for Rate Contract for Scanning and Digitization of Records as per specifications mentioned in Annexure- “I”. The rate will be finalised for all the components involved in the specified hardware, where the bidder has quoted lowest (L1) rate, for each individual item, L1 bidder shall be determined based on the lowest item wise amount. **Only L1 rates** will be conveyed and accordingly purchase orders would be placed for only L1 bidder’s rates for each item. However, since the services are to be procured so reasonability of the rates would be ascertained by the tender committee w.r.t. other tenders/ rate contracts in the market. Bidders have to ensure that the **rates quoted for this tender/ rate contract are better** (or at least equal) than the rates in other rate contracts/ government supplies or open market anywhere else in the country.
- 2) The rates, as discovered through this RFP, shall also be considered for Rate Contract, valid for two years. The terms and conditions of the Rate Contract shall be same as per this tender document.
- 3) 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.
- 4) The committee reserves the right to negotiate the rates with L1 bidder to bring them to a reasonable level based on the best prices offered by other bidders and current market rates.
- 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.
- 6) Any prospective bidder can procure the Tender Document from the “H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., FIRST FLOOR, I.T. BHAWAN, MEHLI, SHIMLA-171013, (H.P)”. Tender can also be downloaded from website <http://www.hpsedc.in> and <https://hptender.gov.in>.

### Rate Contract for Scanning and Digitization of Records

The tender document will be available on all working days upto last date of bids submission on payment of Rs.5000/- (Rupees Five Thousand only) non-refundable, by demand draft/ RTGS in favour of “HP State Electronics Development Corporation Ltd., Shimla” payable at Shimla. If the tender document is downloaded from the website, the tender fee will have to be deposited along with the bid as a separate bank draft. E-tenders will be uploaded on HP Government e-Procurement portal <https://hptenders.gov.in> as well on HPSEDC website [www.hpsedc.in](http://www.hpsedc.in). Interested bidder can participate by procuring tender.

### 3.) SCHEDULE OF THE TENDER PROCESS:

| S. No. | Information               | Details                                                                                                                                                                                                                     |
|--------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | RFP No. and Date          | No: HPSEDC/SCAN-DIGI/2K25- 7496<br>Date: 24/10/2025                                                                                                                                                                         |
| 2.     | Price of Tender Document  | Rs 5000/- (Rupees Five Thousand Only)                                                                                                                                                                                       |
| 3.     | Earnest Money Deposit     | Rs 2,00,000/- (Rupees Two Lakh Only)                                                                                                                                                                                        |
| 4.     | Bid validity period       | 180 days from the last date (deadline) for submission of e-Tenders                                                                                                                                                          |
| 5.     | Pre-Bid Meeting           | Pre-Bid meeting will also be held on 01/11/2025 at 11:30AM through video conference.<br><br>Video Conferencing link is as under:<br><a href="https://meet.google.com/bts-rghh-ffy">https://meet.google.com/bts-rghh-ffy</a> |
| 6.     | Bid submission start date | 07/11/2025 (11:00 AM)                                                                                                                                                                                                       |
| 7.     | Bid submission End date   | 18/11/2025 (02:30 PM)                                                                                                                                                                                                       |
| 8.     | Opening of e-Tenders Bids | 19/11/2025 (02:30 PM)                                                                                                                                                                                                       |
| 9.     | Tender Download Site      | <a href="http://www.hpsedc.in">www.hpsedc.in</a> & <a href="https://hptenders.gov.in">https://hptenders.gov.in</a>                                                                                                          |
| 10.    | Venue                     | H.P. State Electronics Development Corporation Ltd., 1 <sup>st</sup> Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.                                                                                                         |

(i) Eligibility-cum-Technical Bids shall be opened initially, and eligibility documents will be evaluated.

(ii) Thereafter Technical Bids of Eligible Bidders shall be evaluated.

(iii) Commercial Bids of Eligible and Technically qualified bidders will be opened thereafter.

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

**4)** 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.

## 5) INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

### 5.1 Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tender processed online are required to get registered on the centralized e - Procurement Portal i.e., <https://www.hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on toll free No. 1800-3070-2232

### 5.2 Obtaining a Digital Certificate:

5.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

5.2.2 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

5.2.3 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system, or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and keep the copies at safe place under proper security (for its use in case of emergencies).

5.2.4 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The firm must authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.

Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

5.2.5 In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

5.2.6 The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

5.2.7 Pre-requisites for online bidding:

In order to bid online on the portal <https://www.hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup is available on the Home page of the e-tendering Portal.

### **5.3 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://www.hptenders.gov.in>

### **5.4 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://www.hptenders.gov.in> and [www.hpsedc.gov.in](http://www.hpsedc.gov.in).

### **5.5 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked, and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

### **5.6 Bid Preparation (Qualification & Financial)**

- 5.6.1 Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in Section 3, at Sr. No. 1 and 2 of the Table.
- 5.6.2 The bidders shall upload their eligibility and technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
- 5.6.3 The bidders shall quote the prices in price bid format only.
- 5.6.4 If bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted and hence not appear during tender opening stage.
- 5.6.5 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.
- 5.6.6 For help manual please refer to the 'Home Page' of the e-Procurement website at <https://www.hptenders.gov.in>, and click on the available link 'How to ...?' to download the file.
- 5.6.7 Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in.

NB: Any changes/corrigendum/revised tender related to this Tender Document will be

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published on our website [www.hpsedc.in](http://www.hpsedc.in) and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these websites regularly.



## SECTION 2

## INSTRUCTIONS TO BIDDERS

## A- INTRODUCTION

## 2.1. Eligible Bidders

| Sr. No. | Pre- Qualification Criteria                                                                                                                                                                                                                                                                                                                         | Required details to be accompanying the bid document                                                                                                                                                                                                                                                                                           |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | The bidder should be registered under the Indian Companies Act, 1956/ 2013 or Proprietor's firm/ Partnership Firms (LLP) registered under LLP Act 2008 or subsequent amendments.<br>There to having valid Government licence and GSTN and PAN.                                                                                                      | Memorandum of Association (MoA), Articles of Association (AoA) of bidder and detailed profile of the Company/ Firm/ Government License and COI, GSTN, PAN for proprietors/ bidder                                                                                                                                                              |
| 2.      | (i) Tender Document Fee in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13.<br><br>(ii) Earnest Money Deposit (EMD) in the shape of Demand Draft/ RTGS valid for 180 days in favour of Managing Director, H.P. State Electronics Development Corporation, I.T. Bhawan, Mehli, Shimla-13. | (i) Demand Draft (DD) of Rs. 5,000/- (Rupees Five Thousand only)<br>(ii) Earnest Money (Rs. 2,00,000) Deposit (EMD)<br><br>DD / EMD may be submitted through RTGS in HPSEDC A/c: (State bank of India Khalini, Shimla-2<br>Account no. 55069383586<br>IFSC Code-SBIN 0051132)<br><br>Receipt/Copy of the demand draft/RTGS should be uploaded. |
| 3.      | The Bidder should have a valid GST Number, PAN Number                                                                                                                                                                                                                                                                                               | Relevant Registration Certificates (copies to be enclosed)                                                                                                                                                                                                                                                                                     |
| 4.      | 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                                                                                                                                                                                              | Documentary evidence in the form of certified Audited Balance Sheets of relevant periods from CA/Company Statutory Auditor OR a certificate from the Chartered Accountant                                                                                                                                                                      |
| 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.                                                                                                                                                                         | Certificates from client regarding satisfactory performance along with work orders.                                                                                                                                                                                                                                                            |
| 6.      | The bidder should either have positive Net worth in last three years or should be a profit-making Company/ firm in any two years during the immediately preceding last 3 financial years as per audited balance sheets.                                                                                                                             | Supporting financial documents/ Balance sheet/ certificate from company's Statutory Auditor/ CA.                                                                                                                                                                                                                                               |

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|     |                                                                                                                                                                                                                                                                                                                                                   |                                                                                                         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 7.  | The bidder should have its own Tollfree Number and escalation matrix with support related information for Service Support.                                                                                                                                                                                                                        | Contact information and availability hour's details.                                                    |
| 8.  | The Bidder should not have been declared ineligible at the time of bid submission and at the time of placing of supply order due to corrupt and fraudulent practices with any of the departments of the Central, State Governments Deptt. and PSUs of Central/ State Govt.                                                                        | Certificate from the authorized signatory prescribed in Form-C.                                         |
| 9.  | The bidder should have submitted the declaration of acceptance of terms and conditions of this RFP as per FORM B                                                                                                                                                                                                                                  | Declaration from Authorized Signatory as per FORM B                                                     |
| 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. | Supporting documents/ certificate from company's authorised signatory shall be submitted by the bidder. |
| 11. | The Bidder must have the following certifications <ul style="list-style-type: none"> <li>• ISO 9001:2015 – Quality Management System</li> <li>• ISO/IEC 27001:2013 – Information Security Management System</li> </ul>                                                                                                                            | Copies of relevant valid certificates to be submitted by the bidder.                                    |

**Note: -**

Purchase Preference for Local Micro and Small-Scale units/ Startup Enterprises of the state: -

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: -

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%

**Total Purchase Preference =30%)**

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.

*Exemption, if any in evaluation criteria or any other terms & conditions of this document, will be as per Notification No. 4-Ind/SP/Misc/F/6-10/4/80-Vol-V dated 16.05.2020 issued by Controller of Stores Himachal Pradesh or any other orders issued by Govt. of Himachal Pradesh in case the committee deems it fit.*

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It is reiterated that Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

If the bidder offers or reduces their price to supply similar goods, works, or services at a rate lower than the HPSEDC rate contract price (i.e. Basic price + HPSEDC technical charges) to any party in the state during the validity of this rate contract, their rate contract will be terminated without prior notice.

## **2.2 Cost of Bidding:**

2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and H.P. State Electronics Development Corporation Ltd., Shimla (hereinafter referred to as the 'Purchaser' or "HPSEDC" in short) will in no case be responsible or liable for these costs, whether or not the Bid is finally accepted.

**B- TENDER DOCUMENT**

**2.3 Contents of Tender Document:**

2.3.1 This Tender Document comprises of the following Parts/ Sections.

Section-1: Invitation for e-Bids

Section-2: Instructions to Bidders

Section-3: General Conditions of the Tender & Contract

Section-4: Technical Specifications and Maintenance Conditions

Section-5: Technical Specifications & Annexures.

2.4 The Bidder is expected to examine the Tender Document carefully. Failure to furnish all information required as per the Tender Document may result in the rejection of the Bid.

2.5 Clarification regarding Tender Document:

2.5.1 The clarifications/ changes in tender document/ corrigendum can be uploaded by giving upto 7 days to the bidders for submission of bids.

2.6 Amendment of Bids:

2.6.1 Bids once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), the Purchaser may decide to take fresh bids from all the Bidders before actually opening of the Commercial Bids.

2.6.2 In order to afford prospective Bidders reasonable time to make amendment in their bids, the Purchaser may, at his discretion, extend the deadline for the submission of bids. However, no such request in this regard shall be binding on the Purchaser.

**C - PREPARATION OF BIDS**

**2.7 Language of Bid & Correspondence:**

2.7.1 The Bid will be prepared by the Bidder in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English and the correspondence between the Bidder & Purchaser will be in English Language only. The correspondence by Fax / E-mail must be subsequently confirmed by a duly signed copy (unless already signed digitally).

**2.8 Documents comprising of Bid:**

The Bidder will prepare the bid in two parts.

**I. FEE-ELIGIBILITY CLAIM-CUM-TECHNICAL BID:**

In support of his eligibility cum technical bid, a Bidder must submit/upload the relevant documents strictly in accordance with Proforma B marked with page numbers on e-portal <https://hptenders.gov.in>.

Packet-I (Fee/other Eligibility Documents/Technical) (to be uploaded in Packet-1 on e-procurement portal)

**II. COMMERCIAL BID:**

Commercial Bids of only eligible and technically qualified bidders will be opened as per the date notified by the purchaser on its website ([www.hpsedc.in](http://www.hpsedc.in) and <https://hptender.gov.in>). Those technically qualified bidders which have also deposited the tender cost and Bid Security shall be termed as Substantially Responsive (i.e., eligible and technically qualified and have also deposited Bid Security & tender cost). The Tender Committee's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Tender Committee in this regard shall be final.

The bidder has to submit their Commercial Bids online as per BOQ in Packet-2 on the e-procurement portal.

(i) Sample BOQ / Price Bid will be as per Schedule I.

**2.9 Bid Currencies:**

2.9.1 Prices shall be quoted in Indian Rupees.

2.9.2 The contract price shall be paid in Indian Rupees.

**2.10 Bid Security:**

2.10.1 The Bidder shall furnish Bid security, as part of its bid as mentioned hereunder. Any bid submitted without bid security or with the lesser bid amount, as indicated below may be rejected being non-responsive.

| Sr. No. | Description                                                       | Bid security amount in Rupees        |
|---------|-------------------------------------------------------------------|--------------------------------------|
| 1.      | Tender for Rate Contract for Scanning and Digitization of Records | Rs 2,00,000/- (Rupees Two lakh only) |

2.10.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct which may require forfeiture of security pursuant to Para 2.10.8.

2.10.3. The Bid Security shall be in the shape of Demand Draft/ through RTGS in favour of “M.D., H.P State Electronics Development Corporation Ltd., Shimla” Payable at Shimla.

2.10.4 Any bid not secured in accordance with Para 2.10.1 and 2.10.3 will be rejected by the Purchaser.

2.10.5 Unsuccessful Bidders' Bid Security will be refunded as promptly as possible.

2.10.6 The successful Bidder's bid-security will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance with Para 3.5.1.

2.10.7 No interest will be payable by the Purchaser on the above-mentioned Bid Security.

2.10.8 The Bid Security may be forfeited:

1. If a Bidder withdraws its bid during the period of bid validity specified by the bidder and required by the Purchaser.
2. During the tendering process, if a Bidder indulges in any such activity as would jeopardise or unnecessarily delay the tender process. The decision of the Purchaser regarding forfeiture of the Bid Security/EMD shall be final & shall not be called upon question under any circumstances.
3. In the case of a successful Bidder, if the Bidder fails,
  - (i) to sign the contract by raising issues contrary to the provisions of the RFP or the Bid or undertakings given during evaluation of bids, or
  - (ii) to furnish Performance Security, or
  - (iii) Violates any of such important conditions of this tender document or indulges in any such activity as would jeopardise the interest of the Purchaser. The decision of the Purchaser regarding forfeiture of the Bid Security shall be final & shall not be called upon question under any circumstances.

2.11 Period of validity of Bids:

2.11.1 For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening. A bid valid for a shorter period may be rejected

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by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change. However, in case of general fall in prices of a product in the IT/ Electronics Industry before despatch of goods, such a reduction shall be passed on to the Purchaser after mutual negotiations.

- 2.11.2 In exceptional circumstances, the Purchaser may ask for extension of the period of validity and such a request shall be binding on the Bidder. The Purchaser's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

### **D-SUBMISSION OF BIDS**

#### **2.12 Submission of Bids:**

- 2.12.1 Bidder(s) shall submit their bids only on online e-procurement portal [www.hptenders.gov.in](http://www.hptenders.gov.in). All the instructions regarding e-bids submission are also available on [www.hptenders.gov.in](http://www.hptenders.gov.in).
- 2.12.2 The original DD or RTGS documents related to tender cost and bid security should be deposited in HPSEDC on or before the last date and time for bids opening.
- 2.12.3 Every envelop and forwarding letter of various parts of the Bid shall be addressed as follows:

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

#### **2.13 Deadline for Submission of Bids:**

- 2.13.1 Bids will be online submitted/uploaded on e-procurement portal <https://hptenders.gov.in> on or before the deadline mentioned on the e-portal.
- 2.13.2 The Purchaser may, at its discretion, extend this deadline as per Para 2.6.2. The Purchaser may also extend this deadline for any other administrative reason.

#### **2.14. Bids not submitted online:**

- 2.14.1 Any bid not submitted/uploaded through e-portal will not be received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, as per clause 2.13.1 or 2.13.2, will be rejected.

#### **2.15 Modification and withdrawal of Bids:**

- 2.15.1 E-bids can be modified upto last date & time has not been closed by e-procurement system.
- 2.15.2 E-Bids cannot be withdrawn in the interval after its submission of bids and before the expiry of Bid's validity specified by the Purchaser. Withdrawal of Bid during this interval may result in the forfeiture of Bidder's Bid security pursuant to clause 2.10.8.

**E-BID OPENING AND EVALUATION**

**2.16. Opening of bids by Purchaser:**

2.16.1 The e-Bids shall be opened on the date and time already described in the tender/e-portal or on any other later day and time fixed as per Para 2.6.2 or other enabling provisions in this behalf, in H.P State Electronics Development Corporation Ltd, First Floor, IT Bhawan, Mehli, Shimla-13 (H.P.) in the presence of representatives of the Bidders who may choose to attend the proceedings. The representatives of Bidders will sign a register in evidence of their presence.

2.16.2 In order to assist in the examination, evaluation and comparison of Bids, the Purchaser may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing, but no change in the price or substance of the Bid shall be sought, offered or permitted.

2.16.3 In the first instance, Eligibility bid documents uploaded on the e-portal will be opened and evaluated for eligibility of each Bidder will be ascertained. Technical Bids of only those Bidders shall be evaluated who are found to be eligible as per the criteria laid down in para 2.2.1/ 2.8 (I) and submitted bid security and tender cost as per Para 2.10. In doubtful cases (where further documents or clarification are required to establish eligibility), the Purchaser in its discretion, may decide to open/evaluate Technical Bid. However, such Bids can be rejected subsequently, if it is found that the bidder has claimed eligibility on false grounds.

2.16.4 The Technical e-Bids of only the Eligible Bidders will be opened and the contents (particularly Compliance Sheets) will be announced/ displayed in the presence of all Bidders or their representatives.

**2.16.5. Scrutiny of Technical Bid:**

The product proposed in the bid document of only eligible bidders will be evaluated as per the requirements specified in the RFP/ Tender Document. The "Compliance Sheets" submitted by the Bidders shall be compared against the Product Catalogue and authenticated circulars regarding latest changes in the specifications. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement of the Purchaser as given in the Technical Specifications in this Tender Document. In case of a doubt the Purchaser may require the bidder to produce the quoted equipment for physical



inspection and demonstration, so that components could be seen to ascertain the veracity of the Bidder's claim about specifications.

The Tender Committee may undertake oral and or written clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The financial bids of only eligible and technically qualified bidders will be opened for further processing. It is, however, clarified that subject to other provisions of this document, every bidder will have to fulfil the minimum technical specifications laid down in this document for being qualified technically. In order to assist in the examination, evaluation and comparison of Bids, the Tender Committee may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. The Technical e-Bids of only the Eligible Bidders will be opened and the contents (particularly Compliance Sheets) will be announced in the presence of all Bidders or their representatives. An open discussion regarding technical parameters quoted by various Bidders may also take place, if required. The Compliance/ Deviation statement submitted by the Bidders shall be compared against the Product Catalogues and authenticated circulars regarding latest changes in the specifications. It will thus be ascertained whether the product offered by the Bidder matches with the minimum requirement as given in the Technical Specifications in this Tender Document. The Financial Bids of only those eligible and technically qualified bidders will be opened who also fulfil minimum technical requirements mentioned in this document.

*The commercial Bids of only those bidders will be opened who fulfils the minimum technical requirements of the purchaser and are found substantially responsive as per Para 2.8 (II) read in conjunction with other relevant clauses/Forms.* However, the Purchaser reserves the right of giving minor relaxation, if a particular Bidder is not able to exactly match the specifications given in the document, provided that such a minor deficiency does not substantially reduce the performance level and is suitably compensated by some extra feature in the product. Therefore, all Bidders must indicate in the Compliance Sheets, deviations, if any, extra features offered by them. The decision of the Purchaser about giving minor relaxation shall be final and shall

not be called upon question under any circumstances. The evaluation committee, if so, desire may ask for the demonstration of the quoted solution/products, for which sufficient time will be given for arranging demonstration.

**2.16.6. Opening of Bid Security:**

The document containing bid security will be opened and checked at the time of determining eligibility of the bidders at the time of eligibility bid opening.

**2.16.7. Opening of Commercial Bids of substantially Responsive Bidders:**

The Commercial Bids of only those Bidders will be opened who are found substantially responsive. A Substantially Responsive Bidder is one which conforms to all the stipulations of para 2.8 (II and III) read with para 2.16.6 above. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders the Purchaser may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Purchaser in this regard shall be final.

**2.16.8** A Bid determined as not substantially responsive will be rejected by the Purchaser. Such a Bid will not be normally allowed to be made responsive subsequently by way of correction/ modification.

**2.17. Evaluation and Comparison of Commercial Bids:**

**2.17.1** The comparison of Commercial Bids shall be done as follows:

**2.17.2 Bid Comparison:**

The Bidders are required to complete their Commercial Bid/ BOQ in Schedule - I. Initial evaluation/ comparison of items within a Category given in the Tender Document will be done as per clause 2.17.3.

**2.17.3. Item Rate:**

Item Rate for each item for all will be calculated as under.

Item Rate = FOR Destination Unit Price of the Item under a category including installation charges (if any) with three years warranty inclusive GST of the Item in a Category.

**Note 1:**

*The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the Purchaser may take a final decision in its discretion about such conditionality.*

**2.17.4** In the procurements of goods, the following procedure shall be followed:

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- (i) Among all qualified bids, the lowest bid will be termed as L1. If L-1 is from a local supplier, the contract for full quantity will be awarded to L1.
- (ii) If L-1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L-1.

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.

2.17.6 In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

### **2.18. RANKING OF BIDDERS:**

2.18.1. Bidders will be ranked in the inverse order of Item Rate. The criterion for selection of lowest Bidder (L1) for individual item.

#### **2.18.2 Reduction in Statutory Duties and Levies:**

If any reduction in taxes takes place after opening the commercial bids, but before despatch of goods; the Successful Bidder shall pass on the proportional benefit to the Purchaser. However, if any such reduction takes place after the opening of bids but before the finalisation of tender, revised sealed commercial bids shall be taken.

### **2.19. NEGOTIATIONS:**

2.19.1 The Purchaser may finalise the Tender & award the Contract without any negotiations if it is satisfied with reasonableness & workability of the lowest offers. Therefore, the bidders are advised to quote lowest possible rates in the first instance only.

2.19.2 During the negotiations a revised offer will be taken from the representative of the Bidder by way of sealed bids. This revised offer will replace/supersede the earlier Technical & Commercial Bid, provided that the original offer (i.e., Technical/ Commercial) will not be allowed to be changed to the detriment of the Purchaser, as far as rates of every individual item & terms/ conditions are concerned. Therefore, Bidders are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.

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- 2.19.4 During the negotiations on prices & other related terms/conditions, prevalent worldwide street-prices of such product, prices finalised in bids of similar size on GEM portal/Other State Government tender/rate contract etc. will be kept in mind. The scope of negotiations may also include precise *modus-operandi* of after-sales service, mode of delivery, system integration and price of add-ons & consumables etc.
- 2.19.5 During the negotiations, the Purchaser may even go in for marginally higher or lower configurations as per its absolute discretion.
- 2.19.6 After this final ranking is done based on negotiated prices, award of tender/rate contract will be made to the lowest Bidder, subject to post qualification in Para 2.20 below.

**F - AWARD OF CONTRACT**

2.20 Post Qualification:

2.20.1 HPSEDC will devise a performance criterion in consultation with successful bidders which will include online after sales feedback from the Government departments. The lowest Bidder can be denied the right of continuing with the contract, if the equipment being supplied by him, fails the standard performance criteria. In such an event, the next lowest bidder (L-2) shall be considered.

2.21 Purchaser's right to vary Quantities:

2.21.1 The Purchaser reserves the right to place the supply received from various Government departments/ Govt. Institutions/ Autonomous bodies on the approved vendors during the currency of the tender/rate contract.

2.22 Purchaser's Right to accept any Bid and to reject any or all Bids:

2.22.1 Notwithstanding anything else contained to contrary in this Tender Document, The Purchaser reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

2.23 Notification of Award:

2.23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder in writing by speed post or Fax or email that his Bid has been accepted.

2.23.2 The liability of the supplier(s) to deliver the Goods and perform the services will commence from the "date of Notification of Award". The Delivery Period shall be counted from the date of 'Placing the Supply Order'. The "date of delivery" shall be the date on which the equipment / material is received at the destinations.

2.23.3 Upon the successful Bidders' furnishing of performance security, the purchaser will promptly notify each unsuccessful Bidder and will refund his Bid Security.

2.24 Signing of Contract:

2.24.1 After the Purchaser notifies the successful Bidder(s) that his 'Bid' has been accepted, the Purchaser will sign an agreement (described as Contract herein after) within 10 days with the successful Bidder on mutually agreed terms for efficacious implementation of the order.

2.24.2 The Purchaser's liability of taking the goods from the selected supplier(s) shall commence only from date of signing the date of the Contract.

### SECTION-3

#### GENERAL CONDITIONS OF THE TENDER & CONTRACT

##### 3.1 Definitions:

3.1.1 In this part, the following interpretation of terms shall be taken:

- (a) "The Contract" means an agreement regarding supply of the goods & provision of services entered into between the HPSEDC and the Supplier, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all the equipment and/or other material, which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "Services" mean services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, training, maintenance and other such obligations of the Supplier covered under the Contract.
- (e) "The Purchaser" means the H.P. State Electronics Dev. Corporation Ltd" or "HPSEDC" in short.
- (f) "The Supplier", means short listed Bidder supplying the goods and services under this Contract.
- (g) "End User" means various Government Departments, Boards, and Corporation etc. in the State of Himachal Pradesh.

*Note: The aforesaid definitions will be valid with respect to one or more Suppliers short-listed to execute the Project. Services to be executed by each Supplier have been explained in detail in this Tender Document.*

##### 3.2. Application:

- 3.2.1 These General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this tender document. A detailed Contract agreement shall be signed after the order is placed. Detailed provisions of such a contract-agreement shall have an over-riding effect vis-a-vis this Tender Document.

**3.3 Standards:**

- 3.3.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and the latest improvements incorporated after the finalisation of contract, but before the dispatch.

**3.4 Patent Rights of the Goods:**

- 3.4.1 The Supplier shall indemnify the Purchaser 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 India.

**3.5 Performance Security:**

- 3.5.1 Performance Security for delivery/ installation and maintenance during warranty period.
- 3.5.2 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 increases 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.
- 3.5.3 The proceeds of the Performance Bank Guarantee/ additional Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings.
- 3.5.4 The Performance Bank Guarantee shall be given in one of the following forms:  
An irrevocable and unconditional Bank Guarantee in favour of the Purchaser issued by a Nationalised/schedule bank in a format given by the Purchaser. This Bank Guarantee should be of a sufficient duration to cover the risk of the Purchaser.
- 3.5.5 The Performance Bank Guarantee, regarding delivery & installation will be

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discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract (excluding after sales maintenance for which separate performance guarantee has been taken).

### **3.6 Insurance:**

3.6.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

3.6.2 The supplier will indemnify the Purchaser from all responsibility of compensation etc. caused by third party injury including death while he is discharging his duties under the contract.

### **3.7 Transportation:**

3.7.1 The entire cost of carriage/transportation from the port of discharge to the destination shall be borne by the Supplier/ service provider.

3.7.2 Where the Supplier is required to affect delivery to some other address within Himachal Pradesh, the supplier/ service provider shall be required to meet all transport and storage expenses until delivery is completed.

### **3.8 Literature and Instruction:**

3.8.1 Each supplied product packing box must contain copy of illustrated literature and instruction books regarding the installation, handling, maintenance and use of the Goods at each station shall be supplied by the supplier as part of the Contract price before dispatch of the first assignment.

### **3.9 Payment:**

The Payment Procedure shall be in as specified in the General Terms and Conditions of Tender and the Payment Schedule may be any one of the following. The Payment Schedule will be selected by the End User at the time of placing the contract:

1. On completion of the Digitization, Scanning and deployment of Document Management System.
2. Milestone based - On the basis of the quantity of documents digitized, scanned and uploaded on the DMS
3. Time Based (Monthly/Quarterly based) - On monthly basis for the completion of work as per order. (If applicable)

#### **Payment Calculation would be as below:**

Payment = Total number of image (pages) correctly scanned \* rate per 100 images (page)



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as mentioned above – applicable penalty for the images scanned

### Verification

- The verification of the documents scanned and entered the system shall be done by the nodal officer or his authorized representative of that particular office. The documents would be deemed to have been verified only upon sign off by the nodal officer concerned or his authorized representative.
- During verification service provider may raise invoice for the services rendered. Service provider shall raise final bill as per billing schedule upon approval of in-voice after verification process.
- Final approval for the payment against the invoices will be given only after the verification of digitized data on the centralized storage facility for each department by the nominated nodal person or his authorized representative. Payment would be given post the approval.

**Note:** *Payments shall be released only on production of bill supported by requisite documents. Any bill supported by requisite documents will be processed and objections, if any, will be conveyed in one go. If the claim is found in order, the payment will be made accordingly as per the funds released from the End User.*

### 3.10 Prices:

- 3.10.1 Subject to the provision to Rule 2.11.1, the prices charged by the Supplier for Goods delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in his Bid. But in case of global or national fall in prices of a product/ services due to a change in Government Policy or otherwise, such a reduction shall be passed on to the Purchaser after mutual negotiations.
- 3.10.2 There shall be no effect of the exchange rate variation etc., on the rates to be quoted by the Vendor during one-year period. However, if rates will increase/ decrease, HPSEDC will call techno-commercial bids from the empanelled bidders on requests received from them.

### 3.11 Modification in the Order:

- 3.11.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in anyone or more of the following:
- (a) The specifications of the Goods
  - (b) The method of shipment or packing
  - (c) The service to be provided by the Supplier

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(d) Quantity of goods

(e) Any other change that the purchaser may deem fit

3.11.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract price or delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be put forth within 30 days from the date of the Supplier's receipt of the Purchaser's change order.

### 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 or 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.

### 3.13 Delays in the Supplier's Performance:

3.13.1 Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

3.13.2 Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:

- (i) Forfeiture of its performance security,
- (ii) Imposition of liquidated damages
- (iii) Termination of the contract and risk purchase at Supplier's risk
- (iv) Initiation of any other legal proceedings.

3.13.3 The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions but the situation needs to be informed to HPSEDC not later than 7 days of occurrence of event.

| S No | Description of default                    | Default Applicable                      | Penalty                                                                          |
|------|-------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------------|
| 1.   | Rejection of documents after verification | In case more than 2% of total documents | 1st instance – 0.5% of the billed value for each percentage drop<br>2nd instance |

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|    |                                                                                                                               |                                                            |                                                                                                                          |
|----|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                                               | processed in the period are rejected                       | – 1% of the billed value for each percentage drop 3rd instance onwards - 2% of the billed value for each percentage drop |
| 2. | Delay in delivery because of Any reason attributable to the Service provide                                                   | Delay in completion of work as per agreed timelines        | 0.5% of the billed value per week of delay attributable to the service provider                                          |
| 3. | Time within which work should start after the contract date (as indicated in the signed contract between seller and End User) | Delay in mobilization                                      | 0.5 % of the contract value per week of delay attributable to the service provider                                       |
| 4. | In case of repeated breach of SLAs beyond 3 instances in the entire contractual period.                                       | As applicable                                              | Termination of contract                                                                                                  |
| 5. | If cumulative penalties reach 10% of the contract value                                                                       | Total cumulative penalty reaches 10% of the contract value | Termination of contract                                                                                                  |
| 6. | Unauthorized movement of official documents outside the Client premises without written permission for the same               | As applicable                                              | Termination of contract                                                                                                  |
| 7. | Unauthorized Micro-filming of the documents to retain a copy of the same                                                      | As applicable                                              | Termination of contract                                                                                                  |
| 8. | For any breach of contract, subsequent relevant action will be taken                                                          | As applicable                                              | As applicable                                                                                                            |

**3.14 Termination for Default:**

3.14.1 The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of default sent to the supplier, terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.

(a) if the Supplier fails to provide services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 2.11.2, or

(b) If the Supplier fails to perform any other obligation under the Contract.

3.14.2 In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods/ services similar to those undelivered, and the Supplier/ service provider shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate as per Para 3.15.2.

**3.15 Force Majeure:**

3.15.1 The Supplier shall not be liable for forfeiture of its performance security or termination for default, or payment of any damages, if and to the extent that his delay in performance under the Contract is the result of an event of Force Majeure.

3.15.2 For purpose of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, war, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or such conditions and the cause thereof within 7 days of occurrence of events. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract, as far as reasonably practical, and shall seek all reasonable alternative means for performance, not prevented by the *Force Majeure* event.

**3.16 Taxes and Duties:**

3.16.1 Supplier shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/until the delivery point specified in the Contract. If there is a reduction in any of the statutory duties and levies before the despatch of goods, the benefit of the same will be passed on to the Purchaser.

**3.17 Limitation of Liability:**

The liability of the supplier in respect of all claims under this tender including penalty for delay in delivery, services, liquidity damages etc. shall not exceed the aggregate value of the goods and services supplied under this tender. Either party shall not be liable for any claim made for any indirect, consequential or incidental losses and indirect damages, costs or other expenses related thereto.

**3.18 Arbitration:**

All disputes, differences, claims and demands arising under this tender shall be

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referred to arbitration of a sole arbitrator to be appointed with mutual consent of both the parties. All arbitration will be held in Shimla. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of any dispute and need for appointment of an arbitrator. Further action will be taken in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the award made under this tender shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

## SECTION-4

### TECHNICAL SPECIFICATIONS AND MAINTENANCE CONDITIONS

#### 4.1. SCOPE OF THE TENDER:

##### 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.
- The documents would be handed over in lots as agreed mutually between the Service Provider and the End User. The Service Provider shall provide acknowledgement of number of documents and number of pages in each document received from the End User. Number of documents/ pages in a file shall be checked in presence of the representative of the End User.
- The Service Provider will maintain a record of the document details in a log register while collecting these documents. This log register should contain at least the following details:
  - i. Description of the document collected /< file No.>
  - ii. Size of the pages in document along with the count
  - iii. Total number of pages in the document
  - iv. Collected from (Government Official)
  - v. Collected by (Service Provider representative)
  - vi. Date of Collection
  - vii. Expected date of return
  - viii. Returned to (Government Official)
  - ix. Returned by (Service Provider representative)
  - x. Actual date of return
- Service Provider shall maintain and return the documents in their original form to the End User. Document shall be handled with extreme care so that their chronology is not disturbed. For example, Multi-page documents that must be kept together (e.g., a letter with an attachment).
- The Service Provider will carefully unfold and flatten the documents to eliminate creases and wrinkles and ensure that document maintain its original form without any damage.

- Any damage to the documents shall make the Service Provider liable for penalty.
- The Service Provider will take special care in preparing the documents which are too old and that may not be in good physical condition or are very delicate and may not be directly scanned. This may include (but not limited to) pasting of torn pages, straightening of pages, un-binding of files that cannot be scanned directly. Some old documents may require flat-bed scanners too. Service Provider may use ironing process to straighten them. Documents should be prepared such that normal scanner can scan it.
- Service Provider shall be responsible for any damage caused by them during the process of scanning and digitization of records and ensure that all such records are repaired at their own cost and information is retrieved. In case such retrieval of data or repair of record is not feasible the Service Provider will compensate for the same by making payment to the End User towards the value of the damaged or lost data/document/record as valued by the End User.

### **4.1.2 Scanning and Digitization**

- 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.
- The scanned documents shall be converted into any of the standard file formats such as TIFF/PDF/JPEG/RTF/ODT/PNG or other standard formats as per the requirement of the End User. All the pages of a single file must be stitched together to generate an exact replica of the physical file. The stitched document should be represented in a TIFF/ PDF format or any other standard format as per user requirement.
- 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.
- Annotation and bookmark for relevant pages is to be recorded in the PDF files and

stored as separate attributes in the database for search.

- 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.
- Metadata should be exported in XML format with other details of the PDF file as and when required.
- 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.
- 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.
- In case the documents are not legible, the Service Provider shall scan the documents at a higher resolution or in Grayscale. No extra payment shall be made for the same.
- 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.
- The Service Provider will deploy its own human resources for all the above-mentioned activities. The Service Provider will deploy adequately skilled manpower resources to complete the job within the specified time and of specified quality

### 4.1.3 Post Scanning

- 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.
- Each page shall be serially arranged and shall be counted while giving the documents back to the department.
- 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.



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- 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.

### **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.
- Nomenclature of the digitized file should be in accordance with the e-Gov standard and should be discussed with the End User Department.
- Service Provider shall integrate scanned and digitized documents into the existing document management system (DMS) of the End User as per his requirement.
- Copies of the scanned data (and metadata) shall be provided in DVD /hard disk. Service Provider will create a Master copy for the End User Department and will provide the replica of Master copy as per the requirement of the End User Department.
- Service Provider shall use standard methodology for Scanning & digitization and archiving so that in future, any Service Provider can access the archival database.
- Service Provider shall train the respective users on retrieving the records after file conversion.
- Service Provider shall hand over DVD/ hard disk to user of the following:
  - i. Raw Master Image
  - ii. Clean Master Image
  - iii. PDF/A Image or any other format as decided by End User

**4.1.5 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.

### **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.
- 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.

## **Rate Contract for Scanning and Digitization of Records**

- Once all documents are verified and pass Service Provider's quality assurance phase, they will be stored on final digital media of the user's preference, complete with their indexes. At the end of the process all paper documents will be returned in their original form to the concerned department.

### **4.1.7 Training**

- Service Provider will provide training to End User's staff in accordance with their role and responsibilities which may be categorized as under:
  - i. IT personnel
  - ii. Administrators
  - iii. Data entry operator
  - iv. Information viewers and users
- Training program should include following topics:
  - i. Overview of the digitization initiative, its size, time frame, purpose and desired outcome.
  - ii. Use of digitization hardware and software, metadata creation, digital signature, process workflow.
  - iii. Digital image format
  - iv. Record handling techniques to avoid damage to records
  - v. Use of file classification scheme for organizing images
  - vi. Maintenance of the records in their original order.
  - vii. Identification and processing records containing sensitive information.
  - viii. Documentation requirement for digitization.
  - ix. Standards and procedure for quality control.
  - x. Varying work to avoid fatigue from repetition.
  - xi. Identification and process of specialized digitization techniques.
  - xii. DMS administration, Use and maintenance

### **4.1.8 Deliverables**

The Service provider shall be responsible for delivering the following services:

- a. Pre-Scanning:
  - All required hardware pertaining to scanning & digitization will be provided by the bidder. Only Space and Electricity will be provided by the department
  - Document Collection
  - Document Preparation/Repair.
  - Unbind and bind the documents

## **Rate Contract for Scanning and Digitization of Records**

- Quality Check/ reconciliation of data.
- b. Scanning:
  - Scanning of Records in TIFF/PDF/JPEG/RTF/ODT/PNG format as per the requirement of End User.
  - Quality check of Scanned Images
  - Document Handover
  - Metadata Entry Table of Contents Indexing
  - Scanned document should be visible, and Output should be colour
  - File size should not be more than 20MB.
- c. Post Scanning
  - Final Output Delivery to the department & to be uploaded in e-office software.
- d. Document Management System (DMS) for concurrent 100 users to be provided by the bidder.
- e. Scanning Services Location: Throughout the State of Himachal Pradesh.

### **4.1.9 Deputed staff by Service Provider:**

- a. Service Provider will be the principal employer for all the workers, labourers, outsourced persons, and such persons shall not have any right to claim, any right of employment or contract with the End User/ HPSEDC.
- b. Service Provider will be responsible to comply with all the Acts, Rules and Regulations framed by the Government of India or state Government to the work and employees. Service Provider alone shall be the principal employer of all the employees engaged by them and shall comply with all labour laws including minimum wages, gratuity, EPF, ESI etc. whichever is applicable. End User shall not be responsible for the terms and conditions of Act, Rules and Provisions of employment laws of the staff deployed by Service Provider for this project.
- c. Service Provider should submit copy of the salary register clearly showing that the Service Provider has released the wages to the deputed staff on monthly basis by the 15<sup>th</sup> of every month. If the Service Provider fails to submit the same, due payment of the service provider will stand withheld and 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.

### **4.1.9 Transition Management**

- Post the contract period, the Service Provider shall handover of all the knowledge material and assets to End User.
- 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

4.2.1 The amount of non-delivery of products as mentioned in Clause No. 3.13: **Delays in the Supplier's Performance** or any other recoverable amount from bidder(s) may be adjusted/ recovered or set-off against any sum payable to the bidder against any other contract with HPSEDC or with State Government. The amount shown against that shall be withheld to be adjusted against the compensation levied as mentioned above. Recovering or deducting of this amount on failure of delivery/ delay in delivery or not providing services in time bound manner, shall be automatically deducted without any notice to the concerned bidder.

The Managing Director, HPSEDC, will reserve the right to relax/ decrease the penalties or release recovered amount without giving any interest to the bidder(s), after receiving justified/ reasonable reasons from the bidder(s).

#### 4.3 TECHNICAL SPECIFICATIONS & QUANTITIES:

4.3.1 The Technical Specifications have been given in Annexure-I in Section-5. These specifications should be carefully studied by the Bidder, so that the product could be technically evaluated as per the Purchaser's requirement.

#### 4.4. Compliance sheets:

- (i) Compliance Sheets as per Annexure-I in Section-5 are to be filled in by the bidders as part of the Bid. These Compliance Sheets should be complete in all respects and should be free from errors and omissions. All required parameters must be replied to in affirmative/ negative.
- (ii) The Bidder shall also supply along with the Bid all brochures and authenticated bulletins carrying latest changes covering the technical aspects of each item appearing in schedule of requirement intended to be supplied by the Bidder. For the purpose of establishing latest changes, printouts downloaded from INTERNET (& duly authenticated) may be acceptable.

## **5. Terms and Conditions**

### **a. End User's Obligations**

- End User shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area. End User shall also nominate a Nodal officer from its organization to coordinate with Service Provider to set up the digitization facility.
- End User shall nominate officer (department/unit/cell wise) who will hand over the records to be digitized to the authorized person of the Service Provider and take back the same.
- End User shall nominate officer (department/unit/cell wise) to receive and verify the quality and quantity of the digitized records. Such officers may be authorized to verify Service Provider's invoices / bills /claims and to issue receipts certificate (CRC) to enable the payment to the Service Provider. End User shall nominate officer (department/unit/cell wise) to verify the violation of any conditions of the service level agreement (SLA) and impose penalty/deduction if any from the Service Provider's claims.
- Metadata field description shall be provided by End User along with documents.

### **b. Service Provider Obligations**

- Service Provider shall be required to install and maintain adequate IT infrastructure of hardware and software such as computers, scanners, ups, network setup etc. at his own cost.
- All the scanned and digitized data and documents shall be the property of the Buy-er and Service Provider shall have no right, title or interest in it. End User shall have the exclusive right to use it anywhere and in any manner.
- Service Provider shall ensure that all information, data and or documents given to them by the End User are kept confidential. The entire work of scanning/ digitization/ repairing of old records are entrusted to the Service Provider under trust and hence any leakage of information or passing of the information for any commercial purpose/exploitation or any other purpose whatsoever shall amount to committing an offence of stealing and criminal breach of trust liable for criminal prosecution.
- No documents shall be allowed to be taken or transmitted outside the End Users premises without written permission from End User, in any manner whatsoever. No employee of Service Provider shall share any documents or information relating to it to any outside unauthorized person. Violation of the will render immediate termination of contract and no payments will be made to the Service Provider along with forfeiture of Performance Security. Service Provider shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.

## **Rate Contract for Scanning and Digitization of Records**

- 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.
- Service Provider shall be principal employer for all the worker, labourer, out-sourced persons and such persons shall not have any right to claim, any right of employment or contract with the End User.
- Service Provider shall be responsible to comply all the Acts and or Rules and Regulation framed by Government of India or state Government to the work and employees. Service Provider alone shall be the principal employer of all the employees engaged by them and shall comply with all labour laws including minimum wages, gratuity, EPF, ESI etc. whichever is applicable. End User shall not be responsible for the terms and conditions of employment of the staff engaged or the work undertaken by the Service Provider.
- The service provider shall re-scan all the erroneous documents with no extra payment.
- Service Provider shall obtain prior permission from the End User to work on holidays or on off office hours/ odd hours.
- All consumables required in digitization process shall viz. SS pins, tapes, print-out, cartridges etc. shall be provided by the Service Provider

### **c. Safeguarding of proprietary and confidential information**

- Which are proprietary to or owned by End User, out of End User premises without prior written permission from End User.
- Service Provider acknowledges that End User`s business data and other End User`s proprietary information or materials, whether developed by End User`s or being used by End User pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to End User; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of End User depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage End User and by that reason of Service Provider`s duties hereunder. Service Provider may come into possession of such proprietary information, even though

**Rate Contract for Scanning and Digitization of Records**

Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

- Service Provider shall, upon termination of this agreement for any reason, or upon demand by End User, whichever is earliest, return all information provided to Service Provider by End User, including any copies or reproductions, both hard-copy and electronic.
- Ownership and retention of Documents: End User shall own the documents, prepared by or for the Service Provider arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by End User, the Service Provider shall deliver to End User all documents provided by or originating from End User and all documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by End User at no additional cost. The Service Provider shall not, without the prior written consent of End User store, copy, distribute or retain any such Documents.
- The average rate of delivery will be as opted by the End User during the time of purchase of service and will be calculated on average weekly volume basis.

**FORM-B**

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS  
CONTAINED IN THE TENDER DOCUMENT**

To

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

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.: HPSEDC/SCAN-DIGI/2K25-7496] regarding Rate Contract for Scanning and Digitization of Records for Tender/Rate Contract by HPSEDC. 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 authorised signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No:

Email-id:



**FORM-C**

**DECLARATION REGARDING PAST PERFORMANCE**

To

The Managing Director,  
H.P. State Electronics Development Corporation Ltd.,  
1<sup>st</sup> Floor, IT Bhawan, Mehli, Shimla-13.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No. HPSEDC/SCAN-DIGI/2K25-7496] regarding Tender/ Rate Contract for Scanning and Digitization of Records by HPSEDC. I hereby declare that my company has not been debarred/blacklisted by any Government / Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours truly,

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No:

Email-id:

# Rate Contract for Scanning and Digitization of Records

## SCHEDULE - I

### SAMPLE OF PRICE SCHEDULE/BOQ

[Para 2.8 (III) (i)]

(to be completed by bidder as per the format available on e-procurement portal

<https://hptenders.gov.in>)

| <b>PRICE SCHEDULE</b><br><b>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</b><br><b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b> |                  |     |                                                          |                              |                               |                              |                                     |                                          |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----|----------------------------------------------------------|------------------------------|-------------------------------|------------------------------|-------------------------------------|------------------------------------------|-----------------------|
| Sl. No.                                                                                                                                                                                                                                                                                                                                                           | Item Description | Qty | BASIC RATE per page to be entered by the Bidder in Rs. P | GST Amount in percentage (%) | GST amount in Rupees<br>Rs. P | Unit Price with GST<br>Rs. P | TOTAL AMOUNT Without Taxes<br>Rs. P | Gross Bid Value Inclusive Taxes<br>Rs. P | TOTAL AMOUNT In Words |
| Scanning and Digitization                                                                                                                                                                                                                                                                                                                                         |                  |     |                                                          |                              |                               |                              |                                     |                                          |                       |
| 1.                                                                                                                                                                                                                                                                                                                                                                | A4, Legal        |     |                                                          |                              |                               |                              |                                     |                                          |                       |
| 2.                                                                                                                                                                                                                                                                                                                                                                | A3               |     |                                                          |                              |                               |                              |                                     |                                          |                       |
| 3.                                                                                                                                                                                                                                                                                                                                                                | Ledger           |     |                                                          |                              |                               |                              |                                     |                                          |                       |
| 4.                                                                                                                                                                                                                                                                                                                                                                | A2-A0            |     |                                                          |                              |                               |                              |                                     |                                          |                       |

**SECTION- 5**  
**TECHNICAL SPECIFICATIONS**

**ANNEXURES**

Tender Document No:  
HPSEDC/SCAN-DIGI/2K25-7496



*NB: Final specifications uploaded after pre-bid meeting. Please visit our websites [www.hpsedc.in](http://www.hpsedc.in) & <https://hptenders.gov.in> for latest amendments or notices in reference to this tender.*

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**ANNEXURE-I**

**SECTION – 5**

**TECHNCIAL SPECIFICATIONS AND COMPLIANCE SHEETS ANNEXURES**

The specification mentioned here under are bare minimum requirement. Bidders are encouraged to offer better specifications in this bid or subsequently during the period of tender/rate contract. Technical compliance to be provided on bidder's letterhead with signatures, name, email, contact number of Authorized signatory.

**Item No: 1: Scanning and Digitization of different size of Papers**

| <b>S.No</b> | <b>Parameter</b>                            | <b>Specification</b>                              | <b>Compliance (Yes/No)</b> |
|-------------|---------------------------------------------|---------------------------------------------------|----------------------------|
| 1.          | Scanning Resolution (dpi)                   | 400 or higher                                     |                            |
| 2.          | Document Size                               | • A4, Legal                                       |                            |
|             |                                             | • A3                                              |                            |
|             |                                             | • Ledger                                          |                            |
|             |                                             | • Large Format (A2-A0)                            |                            |
| 3.          | Document Age (In Years)                     | Up to 50 years or more (fragile/archival records) |                            |
| 4.          | Output Format                               | TIFF/PDF/JPEG/RTF/ODT/PNG                         |                            |
| 5.          | Metadata Field (per image/page)             | Above 40                                          |                            |
| 6.          | Colour Type                                 | • Colour<br>• Black & White                       |                            |
| 7.          | Speed of Scanning (Number of Pages Per Day) | A4 / Legal: 20,000 – 50,000                       |                            |
|             |                                             | A3: 10,000 – 30,000                               |                            |
|             |                                             | Ledger: 8,000 – 25,000                            |                            |
|             |                                             | Large Format (A2-A0): 500 – 5,000                 |                            |

**Annexure-II**

Performance Bank Guarantee Template

[Date]

To,

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

Dear Sir,

1. Whereas M/s \_\_\_\_\_ (hereinafter called “CONTRACTOR”) has supplied \_\_\_\_\_ (as per Bill of Material Specified in this Document) as per agreement/supply order No. \_\_\_\_\_ dated \_\_\_\_\_ signed between the HPSEDC (hereinafter called “Client”) and them and as per the agreement/supply order the M/s. \_\_\_\_\_ is supposed to furnish Performance Security for supply of \_\_\_\_\_ and maintain the same for a period of \_\_\_\_\_ years.
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. \_\_\_\_\_/- (Rs. \_\_\_\_\_) only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assignees by these presents.
3. The Bank further undertakes to pay to the purchaser 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 Purchaser. This clause shall remain valid notwithstanding anything else contained to the contrary in this document.
4. Our responsibility under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only and it will remain enforce up to \_\_\_\_\_ unless a demand in writing is received by the bank on or before \_\_\_\_\_, all your rights under

## Rate Contract for Scanning and Digitization of Records

the said guarantee shall be forfeited and we shall be released and discharged from all the liabilities thereunder.

5. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the implementing agency does not submit the fresh performance bank guarantee (as per required schedule and amount) till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the PBG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.

6. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2025. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 for Bank \_\_\_\_\_

Witness

Signature

Name

M/s. \_\_\_\_\_ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Annexure-III

Bank Guarantee (BG) Format for EMD

Date \_\_\_\_\_

To

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

Dear Sir,

1. Whereas M/s. \_\_\_\_\_ (hereinafter called "Bidder")  
has quoted against the Tender No: HPSEDC/SCAN-DIGI/2K25-7496

2. Invited by M/s H.P. State Electronics Development Corporation Ltd. (HPSEDC) towards  
supply of \_\_\_\_\_ is supposed to furnish Bank Guarantee the same valid for a  
period of 180 days.

3. 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. \_\_\_\_\_/- (Rs. \_\_\_\_\_  
\_\_\_\_\_) only) for which payment will and truly to be made to the said Client, the  
Bank binds itself, its successors and assignees by these presents.

4. The Bank further undertakes to pay to the purchaser up to the above amount on receipt  
of its first written demand, without the Client/ HPSEDC 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 180 days.  
However, its validity can be got extended before expiry of its validity solely at the instance  
of the HPSEDC. This clause shall remain valid notwithstanding anything else contained to  
the contrary in this document.

5. Our responsibility under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees  
\_\_\_\_\_) only 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.

## Rate Contract for Scanning and Digitization of Records

6. This guarantee will remain in force up to <date of validity> and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the bidder does not submit the fresh bank guarantee or extend the existing Bank Guarantee till 15 days before expiry of this bank guarantee, the Purchaser/ HPSEDC may either forfeit the BG or ask the Bank to extend validity of the Bank Guarantee for a further period not exceeding six months. In the latter situation, the Bank shall comply with such a request of extension.
7. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_, 2025. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 for Bank \_\_\_\_\_

Witness

Signature

Name

M/s. \_\_\_\_\_ (complete address)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the Guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.



## **Rate Contract for Scanning and Digitization of Records**

### **Latest instructions for bidders:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

### **Explanation—**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

- ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

The Bidder has to provide following declarations (duly signed and stamped):

**Declaration 1 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

**Declaration 2 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

**Declaration 3 of Latest instructions to bidders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached"]

In case bidder is Himachal based company/ firm/ entity then the bidder should submit a self-declaration certificate regarding above mentioned Declaration 1, 2 and 3.

Note: Interested bidder may refer to Office Memorandum (F. No. 6/18/2019-PPD) dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Govt. of India for further details and all the requirements will be in accordance with this memorandum.