H.PSTATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

(H.P Government Undertaking)

RFE NO. SEDC/Software-EMP/2K25-

HP State Electronic Development Corporation

(HPSEDC)

Invites

REQUEST FOR EMPANELMENT (RFE)

FOR

Empanelment of IT Agencies for High Value Software Development

Request for Empanelment (RFE) for High Value Software designing & development

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1. Invitation to Empanelment

a. The H.P. State Electronics Development Corporation Limited (HPSEDC), a Government of Himachal Pradesh Undertaking, invites responses to this Request for Empanelment (RFE) from highly reputed, financially sound, and experienced software development agencies, including large scale Indian IT service enterprises for the development of high-value software applications for various Government Departments, Boards, and Corporations in Himachal Pradesh.

b. Empanelled agencies will be eligible to submit financial bids on a case-to-case basis for specific high-value software development works received by HPSEDC from Government Departments.

c. Service Providers are advised to study the RFE document carefully. Submission of RFEs shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications. This section provides general information about the issuer, important dates and addresses.

d. The background, objectives and Scope of Work (SoW) to be accomplished by the Service Providers are provided in the subsequent sections of this document.

e. This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on the HPSEDC in any manner whatsoever.

f. To be considered for empanelment process Service Providers should submit their proposal against this RFE in accordance with the requirements described in this RFE.

g. HPSEDC reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of RFE.

h. This document is non-transferable.

i. The Press e-Tender Notice published on 08/01/2026 in following daily Newspapers for Request for Empanelment (RFE) for High Value Software designing & development and also published in the official website of HPSEDC (http://www.hpsedc.in) by way of a RFE notice:

    a. Divya Himachal

    b. The Tribune

j. The detailed RFE Document contained in the following sections has been prepared to elaborate all conditions ofthis RFE document. In case of amendments/ changes (if any, based on feedback/ queries from any Service Providers) in this document, please check the corrigendum on http://www.hpsedc.in.

2. Key Events and Dates

S. No	Information	
1.	Advertisement Date	07/01/2026
2.	Tender Fee	Rs.5,000/- (Rupees Five Thousand only)
3.	RFE Download Date	08/01/2026
4.	Last date of submission of Pre bid queries	12/01/2026 upto 05:00PM
5.	Pre Bid Meeting Link:	Pre bid meeting would be held dated 13/01/2026 at 11:30am – 12:30pm through VC and the link is as follows: Google meet link is as follows: https://meet.google.com/zmj-qaau-zza
6.	Earnest Money Deposit (EMD) in shape of Demand Draft	For High Value Software Development: Rs. 1,00,000/- (Rupees One Lakh only)
7.	Annual Empanelment Fee	Rs. 1,00,000/- in shape of demand draft in favour of "The Managing Director, HPSEDC, Shimla" Non-refundable, if empanelled.
8.	Bid Start Date	15-01-2026 at 11:00 AM
9.	Last Date of Bid submission	22-01-2026 up to 02:30 PM
10.	Opening Date	23-01-2026 at 02:30 PM

3. Background and objectives

1) **Role of HPSEDC:**

The role of HPSEDC is to promote, establish, run, manage, execute, administer, supervise, finance, advise, improve, assist and to develop and operate schemes including investment, financial and electronics with or without government aid/ assistance and with or without foreign collaboration, and for the purpose to prepare and or cause to be prepared investigations and statistics and other relevant information and to provide consultancy services for the establish companies, subsidiary or other-wise and associations for setting up industries in the line of production which are important in the opinion of the Corporation for the development of Electronics and Electrical industries.

The major activities of the corporation can broadly be categorized into the following areas:

a. Consultancy and Promotional Services related to development of Electronics and IT in the State.
b. Software Development and Computerization on turn-key solution by providing optimum computer hardware / software's and other peripherals.
c. Procurement & Marketing of All types of Electronic Office Automation including Medical and Pollution control products.
d. Development of Industrial Buildings/ Sheds and Areas.
e. To provide prompt after - sales - support / services for the supplied / installed Electronics items by the Corporation to the concerned users departments. Corporation to the concerned users departments.

2) **Requirement:**
a.   The demand for many G2C, G2G and G2B e-Governance Services are growing since the State Government has realized the benefits of the use of ICT leading to better governance.
b.   All the Government departments/ organizations are intending to get their websites/ software developed and maintained so that information is made available to all the stakeholders on a continuous and effective manner.
c.   To meet this growing demand for short term and long term HPSEDC intends to empanel eligible Service Providers to provide various services to assist in web development, rollout, training and maintenance activities.
d.   These empanelled Service Providers would be eligible to submit their Financial Bids (commercial proposals) on a case-to-case basis for specific high-value software development projects as and when they are received by HPSEDC from different State Government departments.
e.   The need of empanelment Service Providers is to strengthen the capacity of HPSEDC for providing services to the departments as various demands of Software Development come from the State Government Departmentsand corporations.

f.   The empanelment will be a continuous process, which will be done once a year. The existing empanelled Service Provider may continue the empanelment by depositing the annual empanelment fee fixed by HPSEDC provided the performance is satisfactory and nothing contrary has been observed/ reported.

g.   HPSEDC may terminate the empanelment of a particular Service Provider in case some his performance is not found satisfactory based on the report received from the departments/ organizations for which the job has been assigned to the empanelled Service Provider.

4. Scope of services in relation to an engagement

The Service Provider is supposed to take up various Software Development and Maintenance jobs as per requirement of State Government Departments/ organizations. The scope and costing of the job would be as under:

- Empanelled agencies will be eligible to submit their **Financial Bids** (commercial proposals) on a **case-to-case basis** for specific high-value software development projects as and when they are received by HPSEDC. The lowest financial bid for each specific project will typically be awarded the work, as per HPSEDC's prevalent procurement rules.

Terms and conditions:

1. The open-source platform should be used for development of software/ website, as far as possible. However, departments may specify the platform depending upon availability of the same with them for hosting.
2. Domain name and hosting space will be provided by concerned department/ organization
3. The data and requisite approvals will be provided by the department, as per requirement.

5. Instructions for Empanelment

In order to be considered for empanelment, Companies/Service Providers should submit their offers (hereinafter called RFEs) conforming to the following instructions:

a   Interested companies/Service Providers can submit their application along with non-refundable payment towards application processing fee of Rs.5,000/- (Rupees Five Thousand Only) and EMD of Rs. 1,00,000 (Rupees One Lakh only) in shape of demand draft in favour of "The Managing Director, HPSEDC, Shimla". All necessary supporting Documents as mentioned in the proposal should be submitted along with the Application.

b   The Application Form should be complete in all respects. The details provided by the Company/Service Provider in the Forms, should be complete, valid, current and active.

c   Incomplete offers will be rejected without giving any reason.

d   The empanelment of Service Providers shall follow a single stage process.

6. Instructions to Service Providers:-

I.   During qualification and technical evaluation of RFEs, HPSEDC, may at its discretion, seek clarifications from the Service Providers on their RFEs and the Service Providers are required to respond within the time frame prescribed by HPSEDC.

II.   At any time prior to the prescribed last date for receipt of offers, HPSEDC reserves the right to modify the RFE. The amendments and modifications to the RFE shall be notified on the HPSEDC website (http://www.hpsedc.in), which shall be binding on the Service Providers. Service Providers are advised to frequently visit the website of HPSEDC for updates.

III.   RFE from a consortium of Service Providers are not allowed.

IV.   The RFE prepared by the Service Providers and all correspondence and documents relating to the RFEs exchanged between the HPSEDC and the Service Providers shall be in English language.

V.   All pages of the RFE should be initialled and stamped by the Authorized Representative of the Service Provider. Where an assigned Authorized Representative has signed the RFE, a Certificate of Authority should be submitted.

VI.   The cost related to the empanelment shall be borne by the Service Provider.

7. RFE Documents

The RFEs prepared by the Company/Service Provider shall comprise and conform to the following Standard forms:

7.1 Qualification Proposal

I.   Qual Form-1 (Qualification Proposal Submission Form)

II.   Qual Form-2 (Service Providers' Organization and Experience)

7.2 Technical Proposal

I.   Tech Form-1 Technical RFE submission form

II.   Tech Form-2 Overall experience and organizational strength

III.   Tech Form-3 Qualification and Competence of professional staff

IV.   Tech Form-4 Statement for seeking clarifications and deviations in the document.

8. Evaluation Criteria
8.1 Eligibility Criteria

The Companies/Service Providers must mandatorily satisfy the following criteria to be considered for Technical Evaluation. Relevant documentary evidence must be submitted for each point.

S.No	Pre–qualification Criteria	Supporting Documents to be furnished
1.	The bidder should be registered under the Indian Companies Act, 1956/ 2013(or a comparable act for large corporations.	Certificate of Incorporation/ Registration document, MOA and Articles of Associations (AoA) of the bidder.
2.	The Bidder must have been in the business of **Software Development and IT Services** for a minimum of **Ten (10) years** as on the date of submission of the RFE response.	Attested copy of the Certificate of Incorporation, Memorandum and Articles of Association, and any other relevant documents as proof of business existence and operations for at least ten (10) years.
3.	The Bidder must have an Average Annual Turnover from IT Services in India of at least **Rs 1000 Crores (Rupees Thousand Crores)** during the last three (3) financial years (e.g., FY 2022-23, FY 2023-24, FY 2024-25).	Audited Annual FinancialStatements and Annual Report andCertified statement from the Current Statutory Auditors/CA of the Company/Service Provider.
4.	The Bidder must have a positive **Net Worth** as per the latest Audited Financial Statement.	Audited Annual Financial Statements and Annual Report and Certified statement from the Current Statutory Auditors/CA of the Company/ Service Provider.
5.	The Bidder must have successfully executed and completed at least five (5) turnkey projects for any Government/PSU/Central/ State Government Department software development projects in the last Seven years. Each project should be of minimum value of Rs 10 Cr.	Certificate from the current authorized signatory of the Company/Service Provider stating the scope of work of that project. Work Order/ Completion Certificate/ Client Certificate and citations. In the event of a multi-stage, multi-service engagement, a Statement of completed phase supported by a client certificate or documentation AND payment realization shall also be considered equivalent.
6.	The Company/Service Provider should enclose Demand Draft or through RTGS towards non-refundable tender cost of Rs. 5,000/-	Demand Draft in favour of Managing Director, HPSEDC

			RTGS Account No. 55069383586 IFSC Code SBIN 0051132 of SBI Branch Khalini, Shimla
7.	The Company/Service Provider should also enclose Demand Draft or through RTGS towards Earnest Money for Rs. 1,00,000/- (Rupees One Lakh only)		Demand Draft in favour of Managing Director, HPSEDC RTGS Account No. 55069383586 IFSC Code SBIN 0051132 of SBI Branch Khalini, Shimla
8.	The Company/Service Provider should not have been blacklisted as on the last date of submission of offer by any Government Service Provider in India or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance.		Certificate from the current authorized signatory of the Company/Service Provider.
9.	The Bidder must possess valid certifications, at a minimum, for • CMMI Level 5 • ISO 9001:2015 (Quality Management System). • Certification for ISO 27001 (Information Security Management System) is highly desirable.		Copy of Valid Certificates should be submitted.
10.	The Bidder must have a functional office or a well-established delivery centre/development facility in India. Preference may be given to agencies having a presence in North India or willing to establish a local project office in Shimla, Himachal Pradesh upon award of work.		Relevant documentation to be submitted.

Exemption, if any, 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.

8.2 Technical Evaluation Criteria

Bidders who qualify in the Pre-Qualification stage will be evaluated based on the following Technical Criteria. The maximum marks allocated for the Technical Evaluation is **100**. A minimum score of **70** points is required for empanelment.

S.No.	Technical Criteria	Supporting Documents to be furnished	Scoring	Maximum Marks
1.	**Experience in High-Value Software Development:**	• Work Orders & Completion Certificates • Project Abstracts (Scope,	•5-10 eligible projects: 20 marks	**40**

	Details of at least **five (5) major turnkey projects** (each project value should be a minimum of ₹10 Crore) completed in the last 7 years for Government/PSU/Large Corporate clients.	Technology, Value)	• 10-15 projects: 30 marks • More than 15 projects: 40 marks	
2.	Technical Expertise, Innovation & Emerging Technologies: Breadth of technology stack (AI/ML, Cloud, Microservices, Blockchain, Analytics, Cybersecurity)	• Technology Capability Statement • Case Studies / Whitepapers / Patents	Technology Stack: • Up to 3 tech areas: 5 marks • 4–6 tech areas: 10 marks • 7+ tech areas: 15 marks	**15**
3.	Delivery Frameworkand Quality Assurance	• Quality Manuals / Process Documents	• SDLC Methodology & Maturity: – Standard Agile/DevOps: 10 marks – Agile + CI/CD + DevOps: 15 marks	**15**
4.	Post-Implementation Support & SLA Mechanism:	• SLA Templates / Support Model	– SLA-based 24x7 support: 5 marks	**5**
5.	Technical Workforce in India (FTEs)		2000 - 4000 employees – 07 marks 4000+ employees – 10 marks	**10**
6.	Domain Expertise	• Projects List with Domain Classification • Relevant Project References • Letters of Appreciation (if any)	• Domain-specific experience (GovTech, BFSI, Health, Education, Smart Cities, etc.): – 1–2 domains: 5 marks – 3–5 domains: 10 marks – 5+ domains: 15 marks	**15**
	TOTAL			**100**
	MINIMUM QUALIFYING SCORE			**70**

9. Terms and Conditions of Empanelment

a.   The company/ organization empanelled with HPSEDC shall be called as Service Provider.

b.   **Period of Empanelment:** The empanelment of the service providers will be for a period of **ONE** year from the date of issuance of letter of empanelment after which the empanelment may be renewed on request of the service providers after payment of registration fee as mentioned in the RFE, based on their performance on the job awards/ job orders during their empanelment period.

c.   The jobs requirements received by HPSEDC will be allotted among empanelled Service providers in the following manner:-

i.   On receipt of job requirement by HPSEDC from the State Government Departments, HPSEDCshall study the client's requirement in consultation with the client Department and HPSEDC will prepare scope of work.

ii.   The scope of work will be circulated to the panel of empanelled Service Providers

iii.   The empanelled Service Providers will submit their techno-commercial proposal to HPSEDC within stipulated time.

iv.   The selection will be based on the proven competence of proposal received, as evaluated by the PRC constituted by HPSEDC.

v.   The lowest financial bid submitted by empanelled service providers for each specific project will typically be awarded the work as per HPSEDC prevalent procurement rules.

d.   The final bill of material will be got approved by the Service Provider from the concerned organization based on the work done and the same will be finalized through a "Committee" formed for this purpose by HPSEDC, based on which payment will be released to the empanelled Service Providers.

e.   If an Agreement/ MOU is required to be signed by the HPSEDC with the client department for execution of the Job order, an Agreement/ MOU with similar clauses shall have to be signed by the concerned empanelled Service Provider with HPSEDC on back to back basis for smooth execution of the order.

f.   After receipt of the payment from the client department, running payments may be released to the Service Providers as per the terms and conditions of the Job order awarded to the Service Provider by HPSEDC and review of the progress in project.

g.   Payment terms will be as under:

    i.   Approval of design (based on deliverables SRS/FRS) by the department: 40%

    ii.   Development and hosting: 40%

    iii.   Completion certificate submission: 20%

h.   It shall be the responsibility of the Service Provider to provide the Laptop, Desktop, Internet connectivity, Mobile phones andany other hardware item or software license required to successfully complete the development, to the resources deployed in the project, if any.

i.   RFEs received by HPSEDC will be screened for requirements, experience and qualifications. HPSEDC may carry out physical inspection/ verification of the information

given by the Service Providers/ Service Providers' infrastructure setup. The Service Providers will be selected on the basis of their existing experience, personnel availability, technical competence and experience of related Job category/ categories. Service providers may apply for the empanelment in different expertise / levels of competence. The decision in this regard will be taken by the PRC (as mentioned in Section 9.c.iv).

j.   Any Pre-conditions of the Service Provider submitted with the RFE, shall not be binding on HPSEDC.

k.   HPSEDC reserves the right to inspect the site of the service provider at any time and if the infrastructure is not found adequate as per this RFE document requirements, the empanelment of the service provider will be cancelled.

l.   If the service provider hides some information or gives a wrong information or is found misrepresenting, empanelment of that Service Provider shall be cancelled and HPSEDC would not be under any obligation to give any clarification or damages.

m.   The service provider shall have to be careful, diligent and show workman like manner in conformity with the accepted standard practices as per industry norms.

n.   If a Service Provider is found to obtain jobs/services by means of using fraudulent techniques then their empanelment shall be cancelled and punitive actions may be initiated against them.

o.   HPSEDC reserves the right to terminate in whole or part this empanelment without assigning reasons, including modifications, to the extent that it is feasible and permitted within the spirit of this requirement.

Process of selection of empanelled vendor by the Department/ client:
1. Department/ client will send requirement to HPSEDC.
2. In case, the department issues the work order to HPSEDC with the name of empanelled vendor, in that case work will be allotted to that particular vendor, whose name is mentioned in the work order.
3. In case, the department only shares the requirement with HPSEDC,then requirement will be sent to empanelled vendors on their email ID, and empanelled vendors would be asked to submit their techno-commercial proposals within a stipulated time period.
4. HPSEDC will forward the rates along withtechnical proposal of L1 bidder, who has submitted their proposal within stipulated timelines to HPSEDC, to the concerned department.

10. Instructions to Service Providers

In order to be considered for empanelment Service Providers should submit their RFEs conforming to the following instructions.

A.   **Name of the assignment:** Empanelment of Service providers for Software Development.

B.   **Non-refundable RFE cost:** This Request for Empanelment (RFE) document is available on the website **http://www.hpsedc.in** and can be downloaded online. However at the time of submission of the RFE, Service Providers are required to pay "Request For Empanelment" document fees as mentioned in as per clause "**Key events & Dates"**, in the form of a Demand Draft drawn in favour of "Managing Director, HPSEDC" payable at Shimla, which is non-refundable. If the RFE Document is downloaded from the website, this fee will have to be deposited along with the RFE as a separate bank draft. HPSEDC shall not be responsible for any kind of postal delay in receiving the RFE document.

C.   **Earnest Money Deposit (EMD) and Registration Fee:** The Service Provider shall furnish Earnest money Deposit (EMD) and Registration Fee as mentioned in as per clause "**Key events & Dates"**, in the form of DD from nationalized bank drawn in the favour of "ManagingDirector, HPSEDC" payable at Shimla. Any RFE, submitted without EMD and Registration Fee or with the lesser amount may be rejected being non-responsive. No interest shall be payable on the sum deposited as EMD and Registration Fee. No bank guarantee shall be accepted in lieu of the EMD.

D.   Refund of EMD and Registration Fee: The EMD of the unsuccessful Service Providers (Service Providers whofail to qualify in the empanelment evaluation process) shall be returned after completion of the RFE process.

E.   The EMD of the successful Service Providers shall be returned on signing the contract (Letter ofempanelment) and receipt of Performance Bank Guarantee and submission of annual empanelment fee.

F.   Forfeiture of EMD: The EMD shall be forfeited, if the Service Provider withdraws or modifies/alters theRFE after the opening of RFEs and during the validity period or if the Service Provider tries to influence the evaluation process. The EMD shall also be forfeited if the Service Provider quotes zero or incredibly low rates compared to the industry prevalent rates.

G.   Validity period of the RFE: the bid submitted shall remain valid for at least 180 days after the date of RFE opening. RFE valid for a shorter period may be rejected by the HPSEDC as being nonresponsive.

H.   Last date for submission of written queries for clarification: All queries should be received byHPSEDC not later than the date as mentioned in as per clause "Key events & Dates". Service Provider seeking any clarification should send an email to the contact person in the Standard Form as mentioned in RFE.

I.   Process of empanelment: The empanelment shall be done as pereligibility of the Service Providers, after scrutiny of the documents supplied by the Service Provider as per requested information in this RFE.

J.   During RFE evaluation process, HPSEDC may at its discretion, seek clarifications from theService Providers on their RFEs and the Service Providers are required to respond within the time frame prescribed by HPSEDC.

K.   At any time prior to the prescribed last date for receipt of RFEs, HPSEDC reserves the right tomodify the RFE. The amendments and modifications to the RFE shall be notified on the HPSEDC website (http://hpsedc.in), which shall be binding on the Service Providers. Service Providers are requested to frequently visit the website for updates.

L.   RFEs from a consortium of Service Providers are not acceptable.

M.   The RFEs prepared by the Service Providers and all correspondence and documents relating to theRFEs exchanged between the HPSEDC and the Service Providers shall be in English language.

N.   All pages of the RFE should be initialled and stamped by the Authorized Representative of theService Provider. Where an assigned Authorized Representative has signed the RFE, a Certificate of Authority should be submitted.

11. Documents comprising the RFEs

A.   Service Providers are advised to study this RFE document carefully before participating. It shall bedeemed that the RFE has been submitted by the Service Providers after a careful examination and full understanding of its implications.

B.   RFEs should be received in one large envelope (the RFE cover) which should be super scribed with the words "Request for Empanelment of Software Development" by Service Providers applying for empanelment of Service Providing firms". The RFE cover should also clearly indicate the name, address and telephone number of the Service Provider. The RFE cover should contain the following Envelope.

C.   Envelope –Qualification-cum-Technical Proposal: Request for Empanelment of IT Service Providers: The envelope should be sealed and superscripted "Qualification and Technical Proposal- Request for Empanelment of Service Providers". This envelope should contain two hard copies of proposal marked as "ORIGINAL" and "COPY" duly bound with all supporting documents and the Demand Draft for the RFE document fee and the EMD and one soft copy of the RFE in pen-drive or email. In case the RFE document has been purchased from HPSEDC, a copy of the proof of payment of the RFE document fee should be attached. Following document should be part of the proposal.

I.   Qual Form-1 (Qualification Proposal Submission Form)
II.   Qual Form-2 (Service Providers' Organization and Experience)
III.   Demand Draft of RFE fee.
IV.   EMD
V.   Tech Form-1 Technical RFE submission form
VI.   Tech Form-2 Overall experience and organizational strength
VII.   Tech Form-3 Qualification and Competence of professional staff
VIII.   Tech Form-4 Statement for seeking clarifications and deviations in the document.

D.   Service Provider shall sign and seal the RFE with the exact name of the Company/Firm.

12. Disqualification

The HPSEDC may at its sole discretion and any time during the evaluation proposal disqualify any Service Provider, if the Service Providers:

A.   Makes misleading or false representation in the forms, statements and attachments submittedin proof of the statements or eligibility criteria.

B.   Exhibits a record of poor performance such as abandoning work, not completing the contractual obligations, inordinately delaying completion or financial failures, etc in any project in the preceding three years.

C.   Submits a RFE that is not accompanied by required documentation or is nonresponsive.

D.   Fails to provide clarifications related to the RFE, when sought

E.   Submits more than one proposal

F.   Is declared ineligible by the Government of India/ State/Union Territory Government forcorrupt and fraudulent practices.

13. Security Deposit & Performance guarantee

A.   The Service Provider shall furnish a Performance Guarantee (PG) in the form of a Bank Guarantee ofany Nationalized/ Scheduled bank drawn in the name of favour of concerned Department or Fixed Deposit Receipt pledged in favour of concerned Department, valid for 3 months after the completion of order value.

B.   Service Provider shall furnish Performance Guarantee for every work order equivalent to 10% of the purchase/ work order value within 15 calendar days of acceptance of work order.

C.   Forfeiture of Performance Guarantee: In case of a successful award of the work as defined inthis RFE, the Performance Guarantee of the Empanelled Service Provider shall be forfeited under the following conditions:

a.   If the empanelled Service Provider fails to complete the job allotted due to the reasons attributedto it.

b.   If the empanelled Service Provider fails to execute the award of work as per terms and conditionsmentioned in empanelment letter, award of job and contract signed (if any).

c.   If the empanelled Service Provider violates any important conditions of this RFE.

d.   If the empanelled Service Provider indulges in any activities as would jeopardize the interestof the HPSEDC or client department in timely completion of the work.

e.   The decision of the client regarding forfeiture of PG shall be final and not be calledupon question under any circumstances. A default in such a case may involve black listing of the Empanelled Service Provider.

14. Evaluation criteria and Empanelment

A.   Service Providers are expected to meet the eligibility criteria as mentioned in the RFE document. Service Providers failing to either meet these criteria or not furnishing the requisite supporting documents/ documentary evidence is liable to be summarily rejected.

B.   HPSEDC shall constitute an Evaluation Committee, which shall carry out the entire evaluationprocess.

C.   HPSEDC shall evaluate the proposal with reference to the information submitted by Service Provider andother supporting documents furnished as mentioned in this document.

General conditions of RFE

A.   **Definitions:** In this part, the following interpretation of terms shall be taken:

a.   "The Contract" means an agreement regarding supply and provision ofservices entered into between the HPSEDC and the empanelled vendor, as recorded in the Contract Form signed by the parties, including all appendices thereto and all documents incorporated by reference therein.

b.   "HPSEDC/State Government Department" means the HP Sate Electronics Development Corporation" or any other State Government Service Provider/ Department as notified by State Government.

c.   "Service Provider", means empanelled vendor supplying the services underthis Contract.

d.   Note: The aforesaid definitions will be valid with respect to Service Providers short-listed toexecute the Project. Services to be executed by Service Provider have been explained in detail in this RFE Document.

B.   **Application:** The General Conditions shall apply to the extent that these are not superseded specific by provisions in other parts of this RFE 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 RFE Document.

C.   **Patent Rights of the Services:**The empanelled vendor shall indemnify the HPSEDC/State Government Department against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof in India.

D.   **Third Party Claims:** Empanelled vendor (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible.

E.   **Limitation of Liability:** There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.

F.   **Data Protection:**

a.   In the course of providing the Services the empanelled vendor may be compiling,processing and storing proprietary Project Data relating to the users. The empanelled vendor and each user are responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the Project Data.

b.   The empanelled vendor is required to perform or adhere to only those security measuresconcerning the Project Data which were in place.

c.   The empanelled vendor shall not transfer any Project Data unless otherwise authorizedby the client in this regard.

G.   **Confidentiality:**

a.   All such information which are marked as confidential shall be treated as confidential information.

b.   The client may permit the empanelled vendor to come into possession of confidentialpublic records as per the needs of the project and the empanelled vendor shall maintain the highest level of secrecy, confidentiality and privacy with regard there to. Additionally, the empanelled vendor shall keep confidential, all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/ facilities.

c.   The client shall retain all rights to prevent, stop and if required take the necessary punitive action against the empanelled vendor regarding any forbidden disclosure, which punitive action may include at the discretion of the client termination of empanelment.

d.   The empanelled vendor shall ensure that all its employees execute individual non-disclosure agreements, which have been duly approved by the client with respect to given job/project.

e.   The aforesaid provisions shall not apply to any information

i.   already in the public domain

ii.   which has been received from a third party who had the right to disclose theaforesaid information

iii.   Is disclosed to the public due to a court order.

H. Delivery:

The time schedule for the entire project and for the major activities may be defined on project-to-project basis. In case of any delay in deliverables solely on account of firm fault, a penalty of 3% of the order value will be imposed for delay of every week, subject to a maximum of 12%.

Beyond a delay of Four (4) weeks, HPSEDC reserves the right to either terminate the project or ask the firm to complete the project without any extra fee. The empanelment of the agency may be cancelled and/or the PBG may be forfeited.

I. Termination for Default:

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

b.   if the Service Provider fails to deliver any or all of the services within the time period(s)specified in the Contract, or any extension thereof granted by the or

c.   if the Service Provider fails to perform any other obligation under the Contract.

d.   In the event the HPSEDC terminates the Contract in whole or in part, he may procure,upon such terms in such manner, as it deems appropriate, services similar to those undelivered, and the Service Provider shall be liable to pay excess cost of such similar services to the HPSEDC. This liability will be in addition to forfeiture of performance

guarantee and any other legal proceedings, which the HPSEDC may initiate as per clause "Delay in the Service Provider's Performance".

14.1 Force Majeure

A.   Notwithstanding the provisions of the clause "Delay in the Service Provider's Performance" and clause "Termination for Default", the Service Provider 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.

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

C.   If a Force Majeure situation arises, the Service Provider shall promptly notify theHPSEDC in writing or such conditions and the cause thereof. Unless otherwise directed by the HPSEDC in writing, the Service Provider 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.

14.2. Taxes and Duties

Service Provider shall be entirely responsible for payment of all taxes, duties and levies, imposed up to/ until the delivery point specified in the Contract.

14.3. Resolution of Disputes

A.   It will be the HPSEDC's endeavour to resolve amicably any disputes or differences thatmay arise between the HPSEDC and the Service Provider from misconstruing the meaning and operation of the RFE and the breach that may result.

B.   In case of Dispute or difference arising between the HPSEDC and a Service Providerrelating to any matter arising out of or connected with this RFE, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the HPSEDC and the Service Provider OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

15. Standard Forms

15.1. FORM-1- Declaration Regarding Acceptance of Terms & Conditions

(To be submitted on the letter head of the Service Providers)

To,

Managing Director,
HPSEDC, Shimla.

Sir,

I have carefully gone through the Terms & Conditions contained in the RFE Document[No.**SEDC/Software-EMP/2K25-]** regarding **Empanelment of IT Agencies forHigh Value SoftwareDevelopment**.

I declare that all the provisions of this RFE Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Note: - Copy of authorization by competent authority in the Service Providers company pertaining to not only this form but entire RFE should be enclosed.

15.2. FORM–2- Declaration Regarding Clean Track Record

(To be submitted on the letter head of the Service Providers)

To,

Managing Director,

HPSEDC, Shimla

Sir,

I have carefully gone through the Terms & Conditions contained in the RFE Document[No. **SEDC/Software-EMP/2K25-**] regarding **Empanelment of IT Agencies forHigh Value SoftwareDevelopment**.

I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify that I am competent authority in my company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

15.3. FORM–3- Proposal Submission Form

(To be submitted on the letter head of the Service Providers)

To,

Managing Director,

HPSEDC, Shimla

Subject: Submission of the qualification proposal for empanelment with HPSEDC for providing resources for Consulting/ Software solutions/ Personnel.

Sir,

We, the undersigned, offer to provide **services for SoftwareDevelopment**to the State Government Departments that are implementing the projects in accordance with your Request for Empanelment dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Qualification Proposal RFE sealed in envelope as per the requirement of RFE.

We hereby declare that all the information and statements made in this Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to agree to abide by all the terms and conditions of the RFE document. We understand you are not bound to accept any proposal you receive.

Yours truly,

Name: _____

Designation: _____

Company: _____

Address: _____

16. FORMS

1. Pre-Qual Form-1: Pre-Qualification Proposal Submission Form

(To be submitted on the letter head of the Service Provider)

To:

Managing Director,

HPSEDC, Shimla

Subject: Submission of Pre-qualification Proposal for empanelment with HPSEDC providing High Value SoftwareDevelopment services to Departments/ Boards/ Corporations state Government.

Dear Sir,

We, the undersigned, offer toprovideServicestoDepartments/ Boards/ Corporations in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal, which includes this Qualification and technical Proposal sealed in separate envelopes inclusive of the services that would be provided by us as part of this empanelment.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document. We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____Date: _____

2. Pre-Qual Form-2: Service Providers' Organization & Experience

1	Name of the Service Provider					
2	Mailing address in India					
3	Telephone and fax number					
4	E-mail address					
5	Name and designation of the Authorized Representative of the Service Provider					
6	Year of establishment and constitution of organization					
7	Checklist of Qualification Criteria Compliance.		Sr #| Qualification on Criteria	Compliance (Yes/ No)	Supporting Document/ Reference Page No.	

Tech Form-1: Technical RFE Submission Form

(To be submitted on the letter head of the Service Provider)

To:

Managing Director,

HPSEDC, Shimla

Subject: Submission of Technical Proposal for empanelment with HPSEDC for providing services /to departments/Boards/Corporations of State Govt.

Dear Sir,

We, the undersigned, offer to provide Services to State Government Departments in accordance with your Request for Empanelment dated _____. We are hereby submitting our Proposal and we hereby declare that all the information and statements made in this are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our RFE valid till our empanelment, as stipulated in the RFE document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____
Location: _____Date: _____

Tech Form-2: Service Providers' Overall Experience & Organizational Strength

Sl.No.	Name ofAssignment	Client Name andDescription(GovernmentDepartment/ Private)	Services delivered, key resourcesNo. andName	ProjectValue, dates, duration and current status	Support documen
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

NOTE: For each project specified above, please provide separate information (not exceeding two pages) on all relevant points to support evaluation.

Tech Form-3: Qualification & Competence of Professional Staff

Sr. No	Resource	Qualification (Supporting documents may also be provided)	Minimum period of relevant experience

Tech Form-4: Statement for Seeking Clarifications & Deviations in the RFE

Dear Sir,

The following are the clarifications and deviations sought for on the terms and conditions and Scope of Work against this RFE. These clarifications and deviations are exhaustive.

Sr. No.	Section No.	Para No.	Page No.	Statement of clarifications/Deviations	Remarks