

**E-Tender for rate contract for scanning & digitization of physical documents / records & preparation of metadata on behalf of various Govt. Departments.**



**Haryana State Electronics Development Corporation Limited.**

**HARTRON BHAWAN**

**BAYS No. 73-76, Sector 2, Panchkula - 134 109**

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## INTRODUCTION

Haryana State Electronics Development Corporation Ltd. (Hartron) is a Haryana State Govt. undertaking and is a Nodal Agency of Govt. of Haryana for the promotion of Electronics & Information Technology in the State. The Corporation provides solutions to meet the specific IT related requirement of the various State Govt. Departments/Corporations/Boards and Agencies including U.T. Chandigarh and Punjab & Haryana High Court. The Corporation expertise includes preparation of DC, DR, Providing Network Solutions (Structured LAN, Wi-Fi Zone, Wi-Fi Hotspot etc.), Security, Development of application software, supply & installation of computer system & related peripherals and allied items, Digitization of Records, Modern Labs, Cyber Securities etc. as per customer requirement. As a part of the routine process, Hartron invites ebid for rate contract for scanning & digitization of physical documents / records & preparation of metadata on behalf of various Govt. Departments.

Bidders are advised to study the tender document and terms & conditions carefully and completely. Submission of Bids shall be deemed to have been done after careful study of tender document and examination of terms & conditions with full understanding of its implications.

## IMPORTANT INFORMATION

1.	Tender Inviting Authority Designation and Address	Haryana State Electronics Development Corporation Ltd., HARTRON Bhawan, Bays No. 73-76, Sector-2, Panchkula - 134109. Ph. 0172-2560073.
2.	a. Name of the Work	Rate Contract for scanning & digitization of physical documents / records & preparation of metadata on behalf of various Govt. Departments.
	b. Tender reference	E-Tender/Hartron/ID/Scanning/2019/01
	c. Online Tender ID	As per eTender Portal
	d. Place of Execution	Within Haryana & Chandigarh
	e. Publication of Tender document	On various National newspapers on 03.06.2019
	f. Publication of Tender Notice & Tender Document on Website	Tender Notice & Tender Document is available at <a href="https://etenders.hry.nic.in/nicgep/app">https://etenders.hry.nic.in/nicgep/app</a> from 03.00 AM onwards 03.06.2019
	g. Tender document availability for bidding	Tender Notice & Tender Document is available at <a href="https://etenders.hry.nic.in/nicgep/app">https://etenders.hry.nic.in/nicgep/app</a> from 09.00 AM onwards 04.06.2019
3.	a. Approximate Project Cost	Rs. 90.00 Lacs
	b. Processing Fee for Tender	The Payment for Tender Document Fee is Rs.10,000/- (Rupees Ten Thousand Only) + 18% GST can be made by eligible bidders through Demand Draft / Bank Cheque / Pay Order / Online in favour of Haryana State Electronics Development Corporation Limited payable at Panchkula (scanned copy of Demand Draft / Bank Cheque / Pay Order / Online Payment Receipt is to be uploaded with PQ cum Technical e-bid).
	c. Earnest Money Deposit (EMD)	The Payment for EMD of Rs.5,00,000/- (Rupees Five Lacs only) can be made by eligible bidders through Demand Draft / Bank Cheque / Pay Order / Online in favour of Haryana State Electronics Development Corporation Limited payable at Panchkula (scanned copy of Demand Draft / Bank Cheque / Pay Order / Online Payment Receipt is to be uploaded with PQ cum Technical e-bid)

4.	Last date for receiving pre-bid queries / clarifications / suggestions through emails at below mentioned email IDs.	10.06.2019 by 03.00 (15.00) PM (via mail in excel sheet as per provided format)
5.	Pre-bid conference	11.06.2019 at 03.00 (15.00) PM at Conference Room of HARTRON Bhawan, Panchkula.  Note: - No queries / clarifications will be entertained after the Pre-bid conference.
6.	Email address for communication for any queries/clarifications/suggestions	<ul style="list-style-type: none"> <li>mdhartron@gmail.com</li> <li>eofficeharyana@gmail.com</li> </ul>
	Response to vendor queries/release of corrigendum (if required by Committee)	Upto 14.06.2019 by 5.00 (17:00) PM
7.	Last date and time for submission of e-bid	25.06.2019 by 2:30 (14:30) PM
8.	Tentative Date and Time for Opening of Technical Bids	25.06.2019 at 4:30 (16:30) PM
9.	Tentative Date and Time for Opening of Commercial Bids	To be intimated later on
10.	Validity of e-bids	180 days from the date of opening of PQ cum Technical e-bids
11.	Validity of R/C after finalization from HPPC / Purchase Committee.	1 year.
12.	<p>Further for any clarification / queries during process for e-tendering, the bidders are requested to contact the at the following:- Tel: 0120-4200462, 0120-4001002, Mobile: 8826246593, E-Mail: support-eproc@nic.in,</p> <p>For support related to Haryana Tenders in addition to helpdesk you may contact at 0172-2700275 and E-Mail: eproc.nichry@yahoo.com</p>	
13.	<p>i. Eligibility Criteria: Please refer to Tender Document.</p> <p>ii. Two Bid System i.e. Stage-1 Prequalification cum Technical Bid; Stage-2 Commercial Bid.</p> <p>iii. Tenders received after due date and time will be summarily rejected.</p> <p>iv. The nomenclature of the language of the Annexure should not be changed.</p> <p>v. Bidder(s) will submit the hard copy of pre-qualification &amp; technical bid as uploaded on Govt. of Haryana e-Procurement Portal within two working days after opening of pre-qualification cum technical bids. The hard copy must be submitted in the O/o AGM (Project-1), 4<sup>th</sup> Floor, HARTRON Bhawan, Bays No. 73-76, Sector-2, Panchkula.</p> <p>vi. Final decision will be as per the description of Technical &amp; Purchase Committee.</p> <p>vii. The Lowest bidder / Bidders will be called by the Purchase Committee for finalization of purchase as per purchase procedure / negotiations procedure mentioned in the tender document.</p> <p>viii. Amendment of Tender Document: The amendments in any of the Terms and Conditions of this Tender Document shall be uploaded on <a href="https://etenders.hry.nic.in/nicgep/app">https://etenders.hry.nic.in/nicgep/app</a> and all prospective bidders are advised to check websites from time to time for any updates.</p> <p>ix. Advice to the Bidders: Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of bid by the bidder have been done after their careful study and examination of the tender Document with full understanding to its implications.</p> <p>x. Period of Validity of Offer: Offer should remain valid for 180 days after the date of opening of the Pre-qualification cum technical bids as prescribed by HARTRON. An offer valid for a shorter period may be rejected by Hartron as non-responsive.</p> <p>xi. Language of the Bid Proposal: The Language of the bid proposal as prepared by the Bidders shall be English and all further correspondence and documents related to the bid proposal</p>	

**Note:** Bidders are advised to visit e-procurement portal i.e. <https://etenders.hry.nic.in/nicgep/app> of Haryana Govt. on regular basis for updates/corrigendum issued by Hartron related to the tender.

## 1. MAIN PARTICULARS OF TENDER

- i. The tender procedure and contract terms are prescribed in the tender document. In addition to the invitation of tender, the tender document includes the various other documents as given in the annexures.
- ii. The tenderer are expected to examine all instructions, terms & conditions, specifications, forms and formats etc as mentioned / enclosed in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the tenderers risk and is likely to result in out-right rejection of the tender.
- iii. The Tendering Authority may ask the TENDERERS for additional information, documentation for clarification, visit to vendor site ask for technical presentation and/or arrange discussions with their professional, technical faculties to verify claims made in pre-qualification cum technical offer documentation. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No relative positions will be given and the committee will decide only according to requirement and its fulfilment. If it is found that the documents submitted by the bidder are not compatible with the actual situation at site, or if the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it will render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard is final and binding on the bidder.
- iv. The tenderer should not have been blacklisted or debarred by any Central/ State/ Public Agency from carrying out similar business during last three financial years.
- v. Eligibility Criteria: As per Tender Document.
- vi. Two Bid System i.e. Stage-1 Prequalification cum Technical Bid; Stage-2 Commercial Bid.
- vii. Any Bid not conforming to the Format, Annexures will be summarily rejected.
- viii. The nomenclature of language of Format & Annexures should not be changed. If changed, bid will be summarily rejected.
- ix. Bidder(s) will submit the hard copy of pre-qualification cum technical bid within one working day after opening of pre-qualification cum technical bids with all the required documents, Annexure, Offered Solution Details etc. with proper indexing, tagging & page numbering.
- x. HARTRON reserves right to visit (or conduct telephonic verification) bidder's customers site where such a similar project execution has taken place.
- xi. This tender document is not transferable.
- xii. Bidders are advised to study the document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- xiii. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
- xiv. The bidder shall bear all costs associated with the preparation and submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid. The Purchaser will in no case be responsible or liable for the costs incurred by the bidder, regardless of the conduct or outcome of the tendering process.
- xv. Further clarifications, corrigendum and any other information related to this tender will be available only at the e-tendering website i.e. <https://etenders.hry.nic.in/nicgep/app>. Bidders are advised to visit e-procurement portal i.e. <https://etenders.hry.nic.in/nicgep/app> of Haryana Govt. on regular basis for updates/corrigendum issued by Hartron related to the tender.

- xvi. The Purchaser reserves the right to accept or reject any or all responses without assigning any reason.
- xvii. Proposals must be submitted well before the last date and time for submission of bids mentioned in the Document Control Sheet to avoid last minute problems on the portal due to internet access etc. The purchaser will not be responsible for any such problems faced by bidders on the last day. They must take the help of e-procurement staff for any uploading problems faced by them at least one day before the last day for submission of bids.
- xviii. Bidders shall submit their bids online through the e-Procurement portal of Govt. of Haryana i.e. <https://etenders.hry.nic.in/nicgep/app>.

## 2. INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

### I. Registration of bidders on eProcurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

### II. Obtaining a Digital Certificate:

- a. 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.
- b. A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://etenders.hry.nic.in>.
- c. 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.
- d. 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 also keep the copies at safe place under proper security (for its use in case of emergencies).
- e. 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 has to 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 firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- f. In case of any change in the authorization, it shall be the responsibility of management / partners of the 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.
- g. 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.

### III. Pre-requisites for online bidding:

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

**IV. Online Viewing of Detailed Notice Inviting Tenders:**

- a. The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://etenders.hry.nic.in>.

**V. Download of Tender Documents:**

- a. The tender documents can be downloaded from the eProcurement portal <https://etenders.hry.nic.in>.

**VI. Key Dates:**

- a. 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.

**3. ONLINE TRANSFER OF TENDER DOCUMENT FEE & EMD:**

- I. Bidder can also deposit Tender Document Fee and EMD as specified in Important Information Clause through RTGS/NEFT in favour of Haryana State Electronics Development Corporation and upload scan copy of the receipt along-with tender document.

**II. RTGS Details are as under:**

HARTRON	
Particulars of Bank Account for payment through RTGS	
Beneficiary Name	Haryana State Electronics Development Corporation Limited
Bank Name	HDFC Bank Limited
Bank Address	SCO 87, Sector 46-D, Chandigarh
Bank Account No.	04342320000393
Bank IFSC	HDFC0000434
Hartron Pan Card No:	AABCH1532Q
Hartron GSTIN No.:	06AABCH1532Q3ZG

**4. SITE, SCOPE & OBJECTIVE**

- 1) Sites - Departments State HQs at Chandigarh and Panchkula.
- 2) State Govt. took initiative to digitize its physical records under mission mode implementation of eOffice to make Haryana Govt. paperless for deliveries of citizen services through online mode under Digital India Scheme / Campaign and preservation and management of documents for longer period. State Govt. plans to digitize these records for proper up keep of these physical records in a systematic manner. This assignment includes scanning, quality enhancement, cropping of existing Record, digitization etc.

State Govt. proposes for complete scanning, digitization and indexing of official records of all the Departments in the State. These are required to be digitally converted with proper indexing for easy retrieval (viz. indexing). The documents would comprise approximately 1.5 Crores pages (including pages of varying sizes like A5, Letter, Legal, A4 & A3 etc.) and may be increased/decreased at the time of actual execution of the work. Job will be done at all locations with the mutual consent of concerned department.



## 5. ELIGIBILITY CRITERIA FOR BIDDERS:

### 5.1 Bidders General Qualifications:

- I. This e-tender is open to all firms/companies within India, who are eligible to do business under relevant Indian laws as in force at the time of bidding.
- II. Firm/company declared by GoI, GoH, Supreme Court of India, High Court of States to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligibility is declared.
- III. The concessions/benefits to MSEs and Medium Enterprise are as per Haryana State Public Procurement Policy for MSMEs-2016, issued by Govt. of Haryana, Department of Industries & Commerce vide G.O. 2/2/2016-4IBII(1) dated 20.10.2016 and Amendment Memo No. 2/3/2018 4IB-II dated 23.04.2018. Manufacturing Micro and Small Enterprises (MSEs including Khadi and Village Industries/Units) who have filed "Entrepreneur Memorandum" in Haryana in respect of the quoted items participate directly in tender and do not through any intermediaries (their dealers/agents, distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. Concerned MSE will be required to submit a copy of "Entrepreneur Memorandum" in respect of its category of Micro/Small issued to the firm by the Industries Department Haryana as a part of PQ bid. Without Entrepreneur Memorandum e-bid/bid may not be considered & seems to be technically disqualified.
- IV. Bidder can also be a startup as defined by Govt. of India, Ministry of Micro Small & Medium Enterprises vide policy circular no. 1(2)(1)/2016-MA dated 10.03.2016. In case of startups, the prior turnover and prior experience shall be applicable as defined by Govt. of India, Ministry of Micro Small & Medium Enterprises vide policy circular no.1(2)(1)/2016-MA dated 10.03.2016. The clause of OEM/authorized distributor/ dealer/ agent shall not apply for startups as startups have to bid directly. The concessions/benefits to Startups / First Generation Entrepreneurs are as per Haryana State Public Procurement Policy, issued by Govt. of Haryana, Department of Industries & Commerce vide G.O. 2/2/2016-4IB-II dated 03.01.2019.

### V. Criteria:

S#	Clause	Document Required
i.	The bidder must be registered in India under the Indian Companies Act 1956/2013 / LLP Act 2003 / Partnership Act 1932 (with GST Registration Certificate) firm and should be in existence in India for at least the last 3 years, as on date of submission of bid.	The bidder shall provide the Certificate of Incorporation for Registered Companies / LLPs / Partnership Deed for Partnership Firms with GST Registration Certificate.
ii.	The Bidder must have experience in the field of scanning & digitization for the last 2 or more financial years.	Copy of Work Orders & Completion Certificate.
iii.	The Bidder should have an average turnover at least 1/3 <sup>rd</sup> of estimated tender value during last 3 financial years (2016-17, 17-18,18-19).	Audited Balance Sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years. For F.Y. 18-19, Provisional Balance Sheet with CA Certificate will also be considered.
iv.	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company before tax in each of the last 3 audited F.Y.	Certificate duly signed by Company Secretary of the Bidder confirming the positive net-worth for the last three financial years.



v.	The Bidder should have currently valid GST Registration Certificate, PAN No., E.S.I.C., P.F. and applicable Labour Law registration / Licenses.	Photo copies of valid registration certificates/licensees should be furnished along with the technical bid.
vi.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company.	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolutions number and date to sign the Bid on their behalf.
vii.	During last three financial years in any Central / State Government Institution / PSU / Registered Companies / Bank / Registered Educational Institutions / Government Departments / Autonomous Bodies / Examining bodies/Corporate Houses, the bidder should have satisfactorily completed the similar contracts for either of the following: One order must be of minimum 25 Lacs documents. OR Two orders must be of minimum 15 Lacs documents each. OR Three orders must of minimum 10 Lacs documents each.	<ul style="list-style-type: none"> <li>• Work Order / Agreement along-with Completion Certificate/ Client Certificate/ Project citations/Define of satisfactory execution &amp; payment recd. etc.</li> <li>• In case of on-going projects, the bidder can submit satisfactory reports along with total documents volume for the last three years from the User/Department as well as the work order along with the Completion Certificate/ Client Certificate/ Project Citation/ Satisfactory Execution and Payment Receipt etc. for more than three years.</li> </ul>
viii.	The Bidder should have at least ISO 9001 Certificate for Quality Assurance and ISO/IEC 20000-1:2018 for IT Service management & 27001 Certificate for Data / Information Security Or any other equivalent certificate for Quality Management and Information Security.	Attested Copy of Certificate must be attached

VI. Others required details:

- Bidder should have cleared his GST dues up to 31st March 2019 to the Government. Copy of GST Return for F.Y. 2018-19 will be provided by bidder.
- The Bidder must have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. Undertaking be provided by the bidder that he has all the requisite approvals / NOCs etc., as required under law to carry out its business.
- Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- Bidder should not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

Note:

1. Breach of general or specific instructions for bidding, general and special conditions of contract with GoH may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls.
2. Sub-contracting of any part of the project is not permitted.

3. The concessions/Benefits are allowed to MSMEs as per Haryana State Public Procurement Policy for MSMEs-2016. The details of Haryana State Public Procurement Policy for MSMEs-2016 can be obtained from website of Directorate of Supplies & disposal Haryana ([http://dsndharyana.gov.in/writereaddata/Document/1\\_93\\_1\\_msme\\_policy.pdf](http://dsndharyana.gov.in/writereaddata/Document/1_93_1_msme_policy.pdf)).
4. For MSME, SSI, Make in India, Start-ups, the turnover, experience and other conditions will be applicable as per Haryana State Govt. Guidelines issued time to time.
5. Bidders are advised to study this RFP document carefully before submitting their proposals in response to this RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.
6. Proposals of bidders who do not conform to above PQ criteria will not be considered for further evaluation and shall be summarily rejected without any separate notice or assigning any reason whatsoever.
7. Due to confidentiality of the documents, no outsourcing of any kind would be allowed. Therefore the bidder must have requisite infrastructure and capacity to handle entire project without outsourcing the work. The selected bidder will not further sublet the work allotted.
8. An affidavit duly notarized to this effect must be submitted with the bid. Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

## 5.2 Relaxations to Micro Small and Medium Enterprise registered in Haryana:-

### A. Concessions/benefits Micro Small:-

S#	Area as part of qualifying requirements	Concession benefits allowed to MSEs.	Eligibility
1.	Tender Fee	Exemption on the payment of Tender Fee subject to fulfillment of conditions as per eligibility	Manufacturing Micro & Small Enterprises(MSEs) (Including Khadi & village Industries/ Units) who have filed Entrepreneur Memorandum in Haryana in respect of the quoted items, participate directly in tender and not through any intermediaries (their dealers/ agents/ distributors), will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. Concerned MSE will be required to submit the copy of Entrepreneurs Memorandum in respect of its category of Micro/Small issued to the firm by the Industries Department Haryana as part of Technical Bid.
2.	Earnest Money Deposit (EMD)	Exemption on the payment of Earnest Money deposit (EMD) subject to fulfillment of condition as per eligibility.	
3.	Performance Security	90% concession on Performance Security as applicable to other Haryana based firms subject to fulfillment of condition as per eligibility	
4.	Turnover	a. Micro Enterprises: Concession of 80% on Turnover condition imposed as qualifying criteria. b. Small Enterprises: Turnover condition imposed as qualifying	
5.	Past Performance & Experience	Exempted in respect of Past Performance & Experience as part of qualifying Requirement of the tender subject to fulfillment of condition as per eligibility	Manufacturing Micro & Small Enterprises (MSEs) (including Khadi & village Industries/ Units) who have filled Entrepreneur Memorandum in Haryana and Further:

6.	Purchase Preference	50% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other terms & conditions of the tender and further subject to fulfillment of conditions as per eligibility	Those MSEs have Qualified Certification of ISI/ISO/ AgMark/Quality Mark issued from competent authority in State or Central Govt. in respect of the item/ Goods mentioned in the tender.  OR/AND Those who are registered with DGS&D/ NSIC /GOI Department/ State Govt. Department/GOI PSUs/State Govt. PSUs in respect of the item/goods mentioned in the tender. The firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-X.
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**B. Concessions/benefits to Medium Enterprises:-**

S#	Area as part of qualifying Requirements	Concessions/benefits allowed to medium enterprises	Eligibility
i.	Past Performance & Experience	Exemption on Qualifying Requirement of Past Performance & Experience as part of Qualifying Requirements of the tender subject to the tender subject to fulfillments of conditions as per eligibility.	Manufacturing Medium Enterprises of the State that have filed Entrepreneur Memorandum for quoted items in Haryana, Participate directly in tender and not through any intermediaries (their dealers/agents/ Distributors), and will not subcontract to any other firm and to carry the entire manufacturing at their enterprise. This concession will be applicable only for one year to newly registered Medium Enterprises or Medium Enterprises of State who are not eligible in State Public Procurement due to eligibility criteria of past performance & Experience. The Firm will be required to submit the detailed information in respect of above through an affidavit as per the format enclosed as Annexure-XI.
ii.	Purchase Preference	10% of the total tendered quantity provided quoting price within band of L-1+15% by bringing down their price to L-1 and subject to condition that it agrees to fulfillment of other term & conditions of the tender and further subject to fulfillment of conditions as per eligibility.	

Further, the benefit of discounting of 50% Haryana VAT / GST Concerned from the composite price bid for the purpose of financial evaluation of the bids as per the policy guidelines issued vide G.O. No. 2/2/2010-4I-BII of dated 19-12-2011 will continued to be applicable to all Haryana Billing Firms including MSMEs covered in the above policy scope.

**C. The apportionment/ distribution of tendered quantity after negotiations based on the existing instructions and Purchase Preference allowed to MSMEs as above may have different scenarios. The general guidelines for the apportionment of tendered quantity to firms other than MSMEs, MSEs & MEs will be as under:**

- I. Purchase Preference to MSMEs will not be applicable if the tendered quantity is only one.
- II. Purchase Preference for Medium Enterprises (MEs) will only be allowed on the quantities in multiple of 10 say 10, 20, 30, and so on. The quantity less than 10 or in between multiple of 10, 20, 30 will not be considered for Purchase Preference to MEs.
- III. Negotiations will be held only with L1+5% firms. MSMEs as per above instructions within the price range of L1+15% will be counter offered to match the finally arrived L1 rate. In case,

- MSMEs within L1+15% range refuse to match the finally arrived L1 rate than the entire 60% (50% for MSEs and 10% for MEs) of purchase preference will be transferred to L1+5% category firms.
- IV. In case, no Micro & Small Enterprises (MSEs) and Medium Enterprises (MEs) as per the eligibility criteria specified in the above instructions are within L1+15% range, the entire 100% tendered quantity will be distributed as per the existing guidelines.
  - V. In case, there are no Micro & Small Enterprises (MSEs) within L1+15% range, the Purchase Preference Quota of 50% of MSEs will stand transferred to open category making it from 40% to 90%.
  - VI. In case there are no Medium Enterprises (MEs) within L1+15% range, the Purchase Preference Quota of 10% of MEs will stand transferred to open category making it from 40% to 50%.
  - VII. In case, no MSMEs in within L1+5% range and there is one MSE & one ME in L1+15% range and further agree to match the arrived L1 rate, the quantity distribution will be up to 40% for firm other than MSME, up to 50% for MSE and up to 10% for ME and so on.
  - VIII. In case, there are MSMEs (both or either MSEs and MEs) within L1+5% range and there are MSEs & MEs in L1+15% range. Negotiations will be carried out with all firms within L1+5% as per the existing guidelines to arrive at finally arrived L1 rate. The finally arrived firm can be any other firm/ MSE/ ME or any / more of these other firm / MSE / ME matches the finally arrived price; in such a situation, apportionment will be done as per the existing instructions of ratio of 70:30 or 50:25:25 & so on. Thereafter, offer will be given to MSE and MEs within L+15% range to match the finally arrived L1 rate and if they agree to match the arrived L1 rate, the apportionment of quantity will have many scenarios for the distribution of tendered quantities. Some of the scenarios and sub-scenarios of quantity apportionment may be as per Annexure-'III' enclosed with this notification. However, there can be many more scenarios depending upon the number of MSMEs within price range of L1+5% and L1+15%.

The above instructions will supersede the instructions as issued vide Industries & Commerce Department Haryana Order No. 2/2/2010-4I IB II of dated 24.03.2015 related to concessions/ benefits to Haryana based Micro & Small Enterprises (MSEs) including Khadi & Village Industrial Units.

These issues with concurrence of Finance Department conveyed vide their U.O. No. 1/48/2016-4FD III/27758 of dated 03.10.2016.

## 6. SCOPE OF THE PROJECT

### 6.1 Scanning / Digitizing:

- i. State Govt. took initiative to digitize its physical records under mission mode implementation of eOffice to make Haryana Govt. paperless for deliveries of citizen services through online mode under Digital India Scheme / Campaign and preservation and management of documents for longer period. State Govt. plans to digitize these records for proper up keep of these physical records in a systematic manner. This assignment includes scanning / quality enhancement / cropping of existing Record/digitization.
- ii. There are approximate 1.5 Crore pages at State HQ Level of various departments which needs to be scanned & digitized. The page numbers are tentative only and the payment shall be made as per actual pages digitized on per page cost basis. State Govt. proposes for complete scanning, digitization and indexing of official records of all the Departments/Boards/Corporations in the State. These are required to be digitally converted with proper indexing for easy retrieval (viz. indexing). The documents would comprise approximately 1.5 Crores pages (including pages of varying sizes like A5, Letter, Legal, A4 & A3 etc.) and may be increased/decreased at the time of actual execution of the work. Job will be done at all locations with the mutual consent of concerned department
- iii. The tender is to digitize the documents of various sizes, bringing onsite setup for scanning & digitization of documents. The scanning and digitization infrastructure setup will be done at the Concerned Department at Bidders cost.
  - **Scanning and Digitization:** The documents will be scanned and digitized and the e-data would be handed over to the user department. The authorized official of each department will validate file before considering the file for final submission. Pre delivery QC will be done by bidder & Post QC Check will be done by department.

- **Solutions:** Service Provider should on end to end solution on turnkey basis which includes hardware, software & other associated items. The Bidder has to parallel work for different State Govt. Offices/departments to complete the task within allotted time frame. The Bidder should be in capacity to arrange the additional scanning & digitizing equipment's and deploy adequately skilled manpower resources to complete the job within the specified time.
  - **Archival and Retrieval:** Digitized data is indexed and cataloged as per the metadata requirements of State Govt. under supervision of NIC eOffice Division. The meta data will be finalized and handed over to the successful bidder prior to the commencement of the work.
  - **Searching & Retrieval Tool:** Bidder should provide file searching & retrieval tool as per the parameters / metadata field provided by NIC eOffice Division / Concerned Department.
- iv. The activities involved shall be scanning / quality enhancement / cropping of existing Record / digitization:
- The documents of different sizes (Envelope/Letter/Legal/A4/A3) are required to be transformed / converted into digital format (pdf).
  - Weekly data to be digitized will be provided by the Department and the same will be handed over to concerned department within 10 working days after scanning.
  - The metadata should be prepared at file level as per eOffice requirement.
  - The metadata field will be provided by Concerned Department in consultation with NIC eOffice division.
  - This digitization is a time bound initiative to be accomplished department wise with in a period of 90 working days. The Bidder will be given maximum 90 working days excluding Saturday, Sunday & Public Holidays to complete the work from the date of award of work of respective department. However, bidder is allowed to work on Saturday, Sunday & Public Holidays (if required & authorized by concerned department) for preparation of Page Numbering, File Indexing, Metadata Preparation, Data Punching of each file, Quality Checking, Quality Assurance & Cross verification of documents so that bidder can complete the project as per the satisfaction of department within allotted time frame.
  - The documents have to be digitized within the premises of each Department and no physical document or digitized material shall be allowed to leave the premises at any point of time.
  - The original document is fragile and likely to be lost in the near future (if required by the department), extremely valuable documents where digitization is problematic, requires high quality prints 1:1 - we need as perfect copy as possible -> usually 600 dpi or better 1200 dpi, with lighting and colour calibration (ICC profile), lossless compression.

## 6.2 Stages / steps:

### Stage 1: Preparation of Document

- i. Numbering of offices /Departments to be covered under this project.
- ii. Numbering of "FILES" with "BARCODED SERIAL NUMBER" under each department and office sequencing of "FILES" based on "BARCODED SERIAL NUMBER" labels.
- iii. Preparing the "PAGES" within the " FILE" with "PAGE NUMBERING"
- iv. Creating an inventory prior to taking files, register and other forms of document for SCAN

### Stage 2: Document Handling Process

- i. Allocating "FILES" for each "SCANNING MACHINE"
- ii. Scanning each page of the " FILE"
- iii. Restoring " FILE" in same sequence (Page & File No. wise)
- iv. Creating an inventory for the scanned " FILES" and Check with "Inward"
- v. Physical storage of " FILE" for easy retrieval till the QC is passed
- vi. Post QC Check the authorized official at each office of each Department will digitally sign the efiles.



- vii. Handing over the physical “FILES” in “AS IS” condition to the respective Single Point of Contact (SPOC) authorized at each office of State Govt.

Note: Records / files / Documents would be scanned and digitized at Department premises and the bidder shall be responsible for collecting them from different divisions of the department to carry out the digitization work. The documents would be received in lots as agreed mutually between the bidder and the department.

The bidder shall maintain a record on number of documents received from different department and provide a copy to the concerned authority.

The bidder shall maintain a note of the document details in a register while collecting these documents. The log register should contain at least the following details:

- a) Name of Department
- b) Name of Branch / Division
- c) File Subject
- d) File Creation Year
- e) Name & Designation of Concerned Officer
- f) Details of the document collected
- g) Size of the pages in document (A5, A4, letter, legal, A3, etc.) along with page count
- h) Total number of pages in the document / file
- i) Date of Collection
- j) Expected date of return
- k) Returned to (Department Official)
- l) Returned by (bidder representative)
- m) Actual date of return
- n) File Barcode Serial No.

After collection of documents by the bidder, it would be the responsibility of the bidder to maintain and return the documents in their original form to the End User Department. Any damage to the collected documents shall make the bidder liable for the same and can impose severe consequences which may also lead to the termination of the contract. The bidder shall check for the number of documents in a file in presence of the Nodal Officer authorized by Department.

### Stage 3: Pre-Scanning Process

- i. The bidder shall be responsible for removal of unwanted dust, removal of tags, pins, threads, rubber bands etc. as-and-when required and sorting & numbering of pages in the document file in the correct order. The bidder will carefully unfold and flatten the documents to eliminate creases and wrinkles.
- ii. Cleanliness of Work Area, Digitization Equipment, and Originals like Scanners, platens, and copy Departments will have to be cleaned on a routine basis to eliminate the introduction of extraneous dirt and dust to the digital images. Many documents tend to be dirty and will leave dirt in the work area and on scanning equipment.
- iii. The bidder shall take special care in preparing the documents which are too old and that may not be in good physical condition and are very delicate they 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 documents which are folded at the edges may even require ironing to straighten them. Documents should be prepared such that normal scanner can scan it. In such cases bidder can use a photo scanner for scanning such documents
- iv. The bidder shall take extreme care towards handling of documents so that their chronology is not disturbed or to maintain the sequence of records in the files. For example, Multi-page documents that must be kept together (e.g., a letter with an attachment)
- v. Segregating the documents to be scanned into batches. The size and content of a batch shall be determined by Dept. on the nature of the documents being scanned and that unit's

workflow. Procedures for batching must be documented in the unit specific procedures and must include the use of batch sheets (with e.g., batch number, scanner operator ID, and date scanned) for subsequent traces and storage.

- vi. In case of any damage to content, same should be informed to Nodal Officer appointed by Department without delay by the vendor.
- vii. Receiving files:
  - a) The Vendor shall scan/digitize the file in consultation with Nodal Officer of Concerned Department in continuation of the weeding process.
  - b) Whereas in case of all other cases including the fresh instituted cases and already weeded cases, the files will be handed over by concerned department with number of pages in the file in the requisition to the vendor which shall be accepted under the signature of its authorized official.
  - c) The vendor shall complete the Scanning/Digitization process in time bound manner, if so required by the concerned department in specific class of files or individual file.
- viii. Vendor will un-tag the papers and shall suitably enhance the quality of the papers, if required, to be scanned so that legible, searchable and retrievable copy of the document is produced.
- ix. Vendor will do the scanning in minimum 300 dpi, however the same can increase for making the image/pdf file readable, as per requirement.
- x. For every file, all scanned individual papers will be grouped to form PDF/A format with Meta Data, to be decided mutually with the search facility in following ways:
  - a) Paper Book - It shall include index page and the paper book specified in the Requisition. Paper Book file shall have the facility to insert/modify/delete scanned papers with proper logging facility.
  - b) Interim Orders -
    - i) In case of legacy data related to 1 or more file, all the interim orders will be grouped into one PDF/A file,
    - ii) In respect of fresh instituted, pending and decided cases, separate PDF/A file will be created for each Interim Order for its uploading onto Internet after applying digital signatures by concerned Officials. Facility to combine all such Interim Orders in one PDF/A file shall be provided by vendor once case is decided.
- xi. Bidder has to make sure that movement of the files to the Scanning/ Digitization Cell must be done in a secure manner so that no damage is caused to the files.

#### Stage 4: Output / Delivery

- i. The scanned images should be in TIFF format at early stage and final copy should be in searchable PDF-A file format. The PDF files should be compressed.
- ii. The output should be provided in set of two DVDs/Hard Disk/USBs (provided by the Department) i.e. one will contain Raw TIFF Images and other enhanced, searchable PDF-A along with file searching & retrieval tool.
- iii. The output should be of acceptable readability, reasonable accuracy, consistent in term of tone and colour reproduction and use neutral common rendering for all images.
- iv. The scanner should have min. of 300 dpi (dot per inch) optical responses or resolutions with [Bit depths: Bit, not less than 8-bit Gray scale, or 24-bit Colour (True colour)].
- v. Image Enhancement - Basic Enhancement Raster cleaning, De-skew, De-Speckle Cropping & hole removal etc. shall have to be carried out on each images for optimum images clarity.
- vi. No cropping is allowed for Raw Image, the entire document has to be scanned for maintaining original size and shape of the document.



- vii. The scanning specifications for text support - the production of a scan that can be reproduced as a legible at the same size as the original (at 1:1, even the smallest significant character should be legible).
- viii. The final scanned copy in PDF-A should be legible, with completeness, image quality (tonality and color), and the ability to reproduce pages in their correct (original) sequence.
- ix. Digital images should be created up to a quality level that will facilitate Optical Character recognition (OCR) conversion to a specified accuracy level. This should not, however, compromise the quality of the images to meet the quality index.
- x. A file-naming scheme database - should be established prior to capture. The same shall be done in consultation with Nodal Officer appointed by Department/NIC.

### 6.3 Indexing:

After documents/images are scanned and stored in digital form, they would be indexed through robust search engine capable of searching the "FILE" on the basis of at least following indexed fields with full or partial match for example:

- Name of Department,
- Division / Group,
- File Number,
- File Type,
- File Creation Year
- File Subject
- General Remarks: Type of Document, Date of Document, Keywords, Sections
- Or any other Field as desired by Nodal Officer at Site (Maximum of 30 Fields)

Handing over the scanned data on appropriate electronic media to the officials of the concerned department. "These indexing parameters may be decreased or increased depending on requirements. The bidder should design their solution keeping in mind the variability of indexing parameters."

The bidder 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 Central storage. At the end of the process, all paper documents will be returned in their original form to the department.

### 6.4 Digitization Process



- i. Digitization Process comprises of following steps:

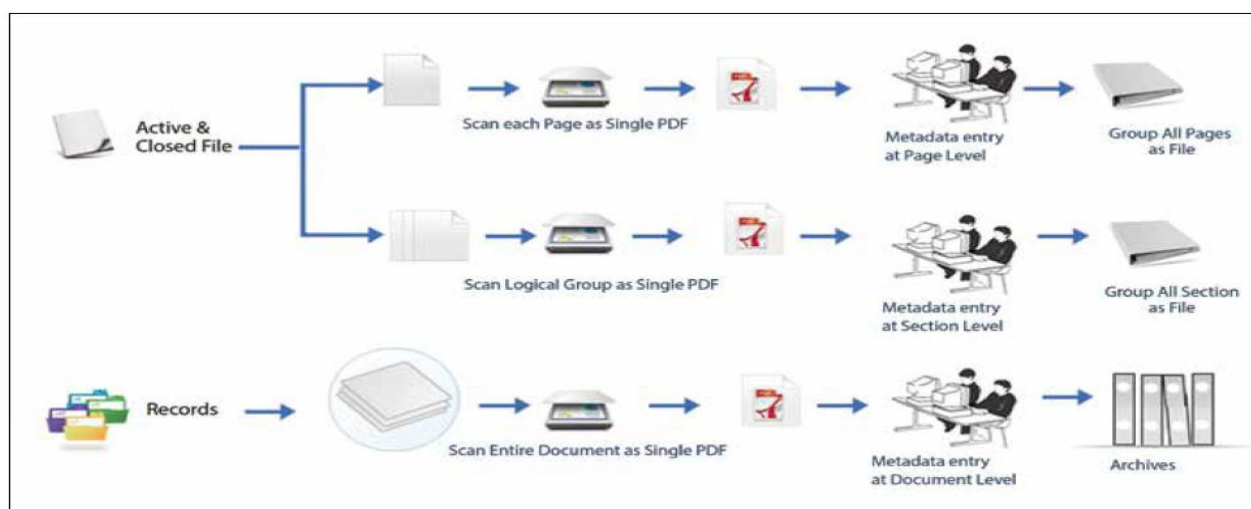
- a) Collect and prepare the documents.
- b) Mode for Scanning.
- c) Scanning specifications & format.
- d) Metadata
- e) Storage of the scanned documents.
- f) Post-Scanning.

Each step is described as under:

- a) **Collect and Prepare the documents:** The documents identified by individual units are collected. The involvement of the Section concerned is considered important as the knowledge of the files, documents will be required. The necessary signoff needs to be provided by the Digitisation Coordinator on the number of Files and Documents received. The documents are:
  - Documents must be carefully separated. If stapled, pins need to be carefully extracted. Page separators or post-it notes can be placed for separating the categories.
  - Any external annexure like photographs is to be fixed carefully and neatly, if required with glue.
  - Proper Dusting of the document Dust may affect the quality of the image.
  - Ironing and Smoothing of the document this is done in the case of documents that are folded at the edges.
  - Page Numbering-Each page of the document is numbered on the corner. This helps in maintaining the count and also in avoiding any misplaced sheets of any document during the course of file movement.
  - Clip the document set.

Important Points:

- Make sure that the scanned documents are readable.
  - Collect the originals from the scanner, collate and clip the documents once again.
  - All the physical records shall be bound in a file. The file should have the details of the content and a unique identifier (barcode number) on the top of the file to help faster retrieval.
  - If DPI (Dots Per Inch) is more, the photo is sharp but the size of the file is more.
  - If DPI is less, the photo is dull but the size of the file is less.
- b) **Mode for Scanning:** There are various modes and options are available for scanning files and records. Depending on the contents and complexity of the file, it can be scanned as a single pdf or each page can be scanned in the file as a separate pdf. The different methods can be applied to different components of the same file as well. For example, all correspondences may be broken into logical sections and scanned such that there is one pdf for each section. At the same time, notes / noting in the file can be scanned page by page as each notes / noting is a significant component of a file.



- i. Closed Files / Legacy Data can also be digitised in the same way that active files are digitised with some differences in scanning and indexing.

**c) Scanning specifications & format:**

Document Type/ Condition	Colour & DPI
Regular text	200 dpi Black & White (B/W)
Text with images	300 dpi Grayscale
Very damaged /Tarnished/Clouded	450 dpi Black & White (B/W)
Seriously damaged / Tarnished/ Clouded	600 dpi Black & White (B/W)
Documents with Photograph	600 dpi Grayscale/Colour

The choice of storage format for electronic documents can have significant and far-reaching consequences.

**d) Suggestive Metadata Field:**

The required metadata is entered against each document. The indicative metadata is as follows:

Active Files	Closed Files
• File no.	• eFile no.
• Created by (Name of Section/ Desk)	• Closed by
• Date & time of creation	• Section
• From	• Department/ Board/ Corporation
• Section	• Office of
• Department/ Board/ Corporation	• Subject
• Office of	• Sub-Subject
• Subject Description	• Date & time of creation
• Sub Subject	• Created by
• Priority/ Urgency	• Remark (if any)
• Remarks	• Retention period
• Due Date	• Classification/ Categorization
• Classification/ Categorization	• Keywords of the contents for search
• Keywords of the contents for search	

- i. The Metadata of each file is required to be recorded in the PDF file itself. The Metadata inserted inside the PDF must conform to the XMP (Extensible Metadata Platform) specification for storing rich metadata which enables importing of the metadata fields directly in the NIC eOffice Content Management System / Document Management System database. Annotations and bookmarks for the relevant pages is also required to be recorded in the PDF files and stored as separate attributes in the tool / database for searching purposes;
- ii. XML (Extensible mark-up Language) output of the Metadata with other details of the PDF files are also required to be simultaneously generated by the Bidder;
- iii. The PDF/A is required to comply with the following specifications:
  - a) PDF/A format is required to be ISO 19005-1:2005 or later;
  - b) The compressed PDF files created for viewing are required to be 50-80% compressed as compared to standard CCITT G4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Color/Grey scale images retaining search ability, clarity of image and print quality. It is also required to be a linearized PDF {as defined by PDF reference manual (ISO 3200-1:2008)} to ensure faster web viewing. Searchable PDF/A shall be created in one single step by processing the input image file(s) thus ensuring that no intermediate manipulation of the contents is possible.

**e) Post-Scanning:**

- i. Processing & Quality Control: The scanned images need to be processed for removal of punch holes and shadows, checking of pixilation, sharpness and skew etc. A combination of automatic/ manual processing using image enhancement software and experts can be used for processing and Quality Assurance of the scanned image.
- ii. Indexing: Indexing is one of the most critical steps of the digitization process as it establishes the identity of the scanned files so that it can be referenced/ linked and retrieved with ease at a later stage. Indexing provides each document with a unique identity. Indexing can be of two types:
  - Metadata Indexing: Indexing if done only on the metadata parameters.

- OCR (Optical Character Recognition) indexing.

It is a comprehensive content based indexing method which reads and indexes the contents of each page.

- iii. **Final QC and Security:** The scanned images along with the indexed data are put through a final Quality Check. All scanned files must conform to the digitisation guidelines being followed in the process and should contain the minimum amount of metadata defined for the set of documents.
  - Check the first and last page of the scanned output.
  - Total Number of pages of scanned output to be verified against the number of pages in the original document.
  - Clarity in output and completeness with respect to the contents in the scanned output.
 Physical files can go through multiple iterations at multiple locations/users. In the absence of appropriate safeguards, it is relatively easy to alter or delete them, intentionally or unintentionally. Alterations to electronic files can be virtually undetectable, undermining their evidential value as files.

**6.5 Quality Assurance:** Every image must be readable. The best image quality should achieve by using state of the art Scanners, Processors & quality equipment with automatic exposure control features. The minimum scanning resolution should be 300 DPI, in general. However, the vendor should increase this if required, to ensure proper readability of output image.

- i. Official deputed by the concerned department will verify the number of pages, readability, search facility and other decided parameters and on acceptance the authorized officials shall apply their Digital signatures.
- ii. PDF/A which are rejected during the verification process due to poor quality or otherwise, will scanned again to prepare PDF/A file, which will again pass through verification process till it is accepted.
- iii. During this process, officials deputed by the concerned department shall note down the number of pages verified & passed on the Requisition, which form the basis for making the payments. Such verified and accepted number of pages will be signed by official concerned and Company.
- iv. Officials deputed by the concerned department will verify digital signatures applied by bidder before applying its own digital signatures. In case company has not applied digital signatures then it will be sent back to Company for digital signatures after verification of scanning process.

#### **6.6 Easy Access:**

- i. The level of effort required in details finding, organizing access to use it is very minimal by using various Browse options.
- ii. Faster Search & Retrieval: Users can search for any item via a single field interface i.e. by inserting value in Google like single field;
- iii. Open sourced based tool should provide by vendor at each department for search results from full text, metadata fields and storage hierarchy.
- iv. Hierarchy to manage contents (i.e. Primary Cabinet Level, Sub Cabinet, Folder, and Items)
- v. It should be possible for authorized users to define time based security rules for certain files i.e. while uploading files in the system, user should get option of defining access restriction time period on uploaded file and after given time period restriction, file should become accessible to authorized users as per access rights given on complete cabinet / folder.

**6.7 Required Infrastructure:** The bidder should provide necessary hardware (including Server, desktop systems, scanners, printers, UPS, LAN etc. in sufficient quantity), application software and other infrastructure for Scanning & Digitization work at the locations of Departments where scanning is to be done. The bidder shall provide latest upgraded version of the system, application software as and when offered in the market. The bidder shall ensure 99% uptime for the entire solution. The hardware supplied shall be the property of the bidder and any maintenance required in this regard shall be the responsibility of the bidder. No Hardware/software will be provided by any State Govt. Department. Only work place, Electricity, and basic electrical fixtures required for the set-up of the Digitization Cell will be provided by the concerned department including Furniture, Water and Toilet facilities.

- 6.8 Software Licenses owned by bidder :** Bidder should provide a proof of purchase in form of invoice from the OEM /their authorized re-seller (license Software for PDF creation, merging, splitting )
- 6.9 Set-up of Scanning Centre's:** The bidder should install required set-ups and can be increased later on for timely execution the job. Job will be done with the mutual consent of concerned department on priority. The final decision will be of concerned department authorities.
- 6.10 Document Maintenance, Management and Accessibility:** The scanned documents are to be stored in a structured manner for easy access and retrieval. The selected bidder will use open source development tool for searching & retrieval of record & tool shall be compatible with Ubuntu/Windows platform. File searching should be possible by file name, key words, author of the file and hierarchical position of the author, date created, date modified, priority set and status.
- 6.11 Methodology:** The Bidder shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for the concerned department by providing state-of-art technology by using scanner/overhead non-contact scanners. The system should necessarily integrate the following features for smooth functioning: -
- The system should allow collection of information along the hierarchy. The system should allow reviewing, commenting and approving by various personnel in the hierarchy. The system should support movement of information across and within department.
  - The bidder should also have to give the blue print/methodology with the capacity details, technology along-with Hardware/Software along-with detail of manpower to be used for execution of scanning & digitization of records of the department. As per requirement, to complete the scanning work in the schedule defined.
- 6.12 Collection & Preparation of Documents:** The documents should be collected, on a regular basis under the supervision of an Officer, scanned. Documents after scanning they should be arranged in the same manner as they were received & returned the same day.
- i. Document & batch Preparation: Inspecting & separating documents, grouping documents into categories & designating the beginning & end of documents and batches.
  - ii. Document Ironing: In case the documents are crumpled & in bad shape, they should be ironed before scanning.
  - iii. Document return & hands off: The documents should return back to the concerned Department's Officer with a check being done again for the integrity of the documents being returned.
- 6.13 Reserves the right to vary quantities at the time of award of work.**
- i. The quantity of documents can be increased or decreased at the time of placement of order.
  - ii. HARTRON reserves the right to accept or reject any or all bids without assigning any reason.
  - iii. The HARTRON reserves the right to add more parties at any point of time as per requirement.
  - iv. The order can also split between two or more technically qualified bidder as per requirement.
  - v. The HARTRON official will be at any point of time, be free to visit the premises where the scanning job is being executed to ensure that the process is followed as specified in the tender. Any fault by the tendered is liable for the cancellation of the order/imposing suitable penalty.

## 7. TIMELINES FOR COMPLETION OF JOB:

- a. The bidder will be given maximum 90 working days excluding Saturday, Sunday & Public Holidays to complete the work from the date of award of work of respective department.

## 8. SCHEDULE OF TENDER:

- a. Availability of Bid Document: The tender notice & document is available at <https://etenders.hry.nic.in/nicgep/app> .
- b. Amendment of Tender Document: The amendments in any of the Terms & Conditions of this Tender Document shall be uploaded on <https://etenders.hry.nic.in/nicgep/app> and all prospective bidders are advised to check both websites from time to time for any updates.
- c. Submission of Bids: Bids should be submitted online at <https://etenders.hry.nic.in/nicgep/app> upto \_\_\_\_2019 by 2.30PM.



- d. Tentative Date & Time for opening of Pre-qualification cum Technical Bids: At 3.30 pm on \_\_\_\_ 2019 at Haryana State Electronics Development Corporation Ltd. 2<sup>nd</sup> Floor, Bays no. 72-76, Sector-2, Panchkula. The bidders or their authorized representatives may be present if they so desire.
- e. Bidders are requested to submit the Hard copy of Pre-qualification cum Technical Bid within one working day from the date of opening of Pre-qualification cum Technical Bids.
- f. Advice to the Bidders: Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder have been done after their careful study and examination of the tender document with full understanding to its implications.
- g. Period of Validity of Offer: Offer should remain valid for 90 days after the date of opening of the Pre-qualification cum technical bids as prescribed by the Corporation. If the validity of the offer is extended, the validity of EMD will also have to be extended. An offer valid for a shorter period may be rejected by Hartron as non-responsive.
- h. Language of the Bid Proposal: The Language of the bid proposal as prepared by the Bidders shall be English and all further correspondence and documents related to the bid proposal exchange with the corporation shall be English.

## 9. PROCEDURE FOR SUBMISSION OF BID:

- 9.1 The Bids should be submitted in two parts i.e. Pre-Qualification cum Technical Bid and Commercial Bid.
  - a. Pre-Qualification cum Technical bid (Stage 1): - The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected. The bidders shall submit the details of make and model of the items offered against the tender requirement. The technical bid should be submitted through e-bid as well as hard copy of technical bid should also be submitted at Hartron Bhawan, Panchkula as per schedule given in tender.
  - b. Price Bid Form (Stage 2):-All the Price items as asked in the Tender shall be filled in the Price Bid Format as given in the Tender. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if Price Bid contains conditional offers.
- 9.2 The following documents shall be enclosed by every vendor along with the Technical bids: -
  - I. Make and model of all systems, sub-systems and optional items should be mentioned in the technical bid and complete technical details should be provided in the form of brochures and write ups and evaluation reports from the neutral/accredited third party.
  - II. Completely filled technical compliance must be submitted for each quoted configuration.
- 9.3 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must enclosed with the bid certifying that the person(s) who signed the bid is a authorized person on behalf of company.
- 9.4 Un-signed, un-stamped and without certificate of authorized person from bidder's HR / legal department bid shall not be accepted.
- 9.5 All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
- 9.6 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
- 9.7 Ambiguous bids will be out rightly rejected.
- 9.8 HARTRON will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 9.9 The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- 9.10 The basic prices in Indian rupees should be quoted separately for each set of items given in Technical specifications inclusive of Interface Cables, Power Cables, related accessories, Documentations of sub assemblies of system and Operating Manuals of the systems, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty etc. Excise duty and Sales tax and any other tax as applicable should be quoted separately, failing which these are not payable extra.
- 9.11 Financial bid may be submitted as per price bid envelope for the corresponding configuration/description indicated in technical specifications.

- 9.12 The price shall be for delivery at desired destination in Chandigarh/Haryana/Punjab including installation/commissioning and complete operationalization and including statutory levies, if any.
- 9.13 Bidders shall indicate their rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- 9.14 Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be outrightly rejected.
- 9.15 Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway.
- 9.16 If any clarification is required, the same should be obtained before or during pre-bid meeting only.
- 9.17 Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipments/sub-systems with the Technical Bid. No deviations in terms & conditions of the tender document as well as technical specifications (on the lower side) will be accepted in any case.
- 9.18 Tender process will be over after the issue of Purchase order/empanelment letter(s) to the selected vendor(s). Thereafter, information submitted by the participating bidders before and during the bidding process may be put by HARTRON/Concerned Department in the public domain. Competent Authority in HARTRON/ Concerned Department MAY NOT exercise the privilege given under Right to Information Act Section 8(1) (d) which says “there shall be no obligation to give any citizen information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of a third party, unless competent authority is satisfied that larger public interest warrants the disclosure of such information”.
- 9.19 Tender Process Section will return all the un-opened sealed bid envelopes to the bidder who failed to qualify for the next stage of bid processing starting from opening of EMD envelope to Eligibility Criteria Envelope to Technical Bid Envelope to Financial Bid envelope, as the case may be. Such bidder will acknowledge the receipt of the same to the Tender Process Section.
- 9.20 Bids not quoted as per the format given in the tender will be rejected straightway.
- 9.21 The bidder must quote for all the items mentioned in the Annexure including optional items / Services. In case any item not quoted, the bid shall be summarily rejected.
- 9.22 Bidder must quote only one option (Make/model) against the third party items from amongst the items listed in the technical specifications.
- 9.23 Vendor should not quote products which are nearly end of life during the empanelment. However if it happens, empanelled vendor will supply the next higher version of the technically accepted product at the same administered empanelled price.
- 9.24 If required HARTRON in consultation with Concerned Department may allow finally empanelled vendors to supply any of the technically qualified products (make / model), depending upon project requirements, at the same empanelled price provided, documentary evidence as per eligibility criteria is provided.

## 10. BID EVALUATION PROCESS

### A. Bid Opening Process

- 10.1 The covers containing EMD only will be opened in the first instance in the presence of representatives of the bidders who chose to remain present at the time of opening of e-bid as mentioned Time Schedule.
- 10.2 Eligibility Criteria and Technical bids of only those bidders, whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening session, in the presence of the vendor's representatives.
- 10.3 Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, will be opened in the presence of the vendor's representatives subsequently for further evaluation.
- 10.4 One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.
- 10.5 Technical Evaluation Process
- 10.6 Technical Bids will be evaluated by the duly constituted Technical Evaluation Committee (TEC) and will shortlist Technical Bids on the basis of technical parameters including possible visit to inspect manufacturing and supply facilities, if considered necessary.
- 10.7 If considered, necessary, the short listed Bidders may be asked to bring one of each of the quoted products, as per specifications set out in “Minimum Technical specifications” for technical evaluation, along with their own test, measuring equipment and technical manpower, to HARTRON/ Concerned Department at vendor premises as per schedule to be intimated to them. In case the vendor fails to bring and demonstrate the working of quoted products within



- the time frame given by HARTRON/ Concerned Department for evaluation, the bid shall be rejected.
- 10.8 For Technical evaluation, bidders have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected.
  - 10.9 During the technical evaluation, if any of the items FAIL to meet the specification requirement, no subsequent opportunity will be given to the bidder (s). However, a standby system of already quoted make & model, if available instantly on the spot could be considered by the TEC for evaluation only once.
  - 10.10 Bidders are advised to ensure that the systems if asked to bring for evaluation, conforms to all technical parameters and is a tested system.
  - 10.11 TEC may visit the vendors' premises for technical demonstration/evaluation if required.
  - 10.12 As part of technical evaluation, the bidders shall give presentation on how they will meet the schedule of delivery & how they will successfully carry out the installation of hardware orders so as to meet the schedule. They also should specify their inventory management & manpower deployment at State level for smooth implementation of the Project during warranty. Vendor must have a web based complaint registration system in place to cater online complaint registration and status monitoring from equipment installed locations across the country for the items supplied under the project. The system should have good response. During technical evaluation, bidder has to demonstrate their package.
  - 10.13 It is mandatory for the bidders to strictly adhere to the schedule of delivery & installation of hardware systems during implementation of the Project.

**B. Bids Evaluation Process (PQ cum Technical & Commercial) :**

An evaluation committee consisting by MD, HARTRON / CONCERNED DEPARTMENT will evaluate the bids of all the bidders both technically and commercially as per the following schedule/pattern.

- i. Only Pre-qualification cum Technical bid shall be opened on the day of opening of the bids as per tender document date at 3.00 pm
- ii. Conditional bids shall be summarily rejected.
- iii. The Pre-Qualification cum Technical bids:-The documents furnished by each bidder with its Pre-Qualification cum Technical Bid and will be examined to see whether the qualifications and specific requirements mentioned in the tender document are fulfilled.
- iv. The Financial Bids of only those Bidders short listed from the Technical Bids by Technical Evaluation Committee (TEC) will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders by Tender Process Section, and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC). The place, date and time of the opening of the Commercial Bids shall be notified separately.
- v. If HARTRON in consultation with Concerned Department considers necessary, revised Financial Bids could be called for from the technically short-listed Bidders, before opening the original financial bids for recommending the final purchase.
- vi. In the event of revised financial bids being called the revised bids should NOT be higher than the original bids except in case of change in Government levies and USD (\$) - Exchange Rate Variations; otherwise the bid shall be rejected.
- vii. The NEGOTIATION will be as per the CVC guidelines prevailing at that point of time.
- viii. Lowest Quoting Bidder on totality (Complete Solution) will be selected as L1 bidder.
- ix. Least cost commercial proposal on totality of the proposal of the technically eligible bidder will be designated as L1. In case there are two or more bidders having the same 'L1' price in the commercial bid than the purchaser have its right to place order any of the bidder or bidders. The bidder will be selected as per purchase procedure of Govt. of Haryana.
- x. The comparison shall be of all-inclusive price and such price to include all costs as well as freight, duties etc.
- xi. During evaluation of the bids, HARTRON/CONCERNED DEPARTMENT may, at its discretion, ask the Bidder for any clarification on its bid. The request for clarification and the response shall be in writing / email, and no change in the prices shall be sought, offered, or permitted during evaluation & after opening of commercial bids
- xii. To get best solution at right price or acceptable premium, purchaser may assign weightage to different parameters of solutions offered and prices by adopting a transparent criterion before opening of commercial bids.
- xiii. Rest terms & conditions as per the purchase procedure governed by CONCERNED DEPARTMENT /SIT/ Directorate of Supplies & Disposals, Haryana regarding one time purchase.

- xiv. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

**11. RIGHT TO NEGOTIATION:** The Competent Authority reserves the right for negotiation with the bidders as per the prevailing purchase procedures/policy of the State. The negotiation, if required, shall be carried out with the technically qualified lowest bidder or the bidders who will be within the range of 5% from Lowest Bidder or from all the technically qualified bidder as per the procedure/policy of the State Govt./CVC at that point of time OR Competent Authority can invite all the technically qualified bidders to match the received lowest price. The tenderer also reserves the right to choose part or whole of the technically acceptable bids at individual costs quoted in the commercial bids. The Competent Authority reserves the right to split / divide the scanning & digitization work among all the bidders as per their requirement.

**12. RELEASE OF ORDER:**

- a. HARTRON in consultation with Concerned Department has issued the purchase order.
- b. Objection, if any, to the Purchase Order must be reported by the vendor within three (3) working days counted from the Date of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order in totality. This is applicable in case of electronic publishing/delivery of Purchase Order also. After receiving the Purchase Order, amendment if any, of the same Purchase Order is requested by the vendor or done by Concerned Department, installation period will be calculated from the amendment date and not from the original Purchase Order date.
- c. On the receipt of the Purchase Orders, the Vendor(s) shall obtain all the necessary documents for the State Entry Permit in respective States wherever required by them, for complete, safe and timely delivery of the ordered products.

The bidder is expected to examine all the instructions, forms, terms & conditions and specifications in the indenting document. Further to furnish all the information required by the indenting document or submission of a bid in every respect will be at bidders risk and may result in rejection of the bid

Read and accepted

Signature on behalf of

M/s \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation \_\_\_\_\_

**13. GENERAL TERMS AND CONDITIONS**

- 13.1 Offer Acceptance:** - Offers are to be submitted for complete solution/system along with required mentioned details of Hardware & Software. Offers received without these, tender may be ignored.
- 13.2 FORMAT:** - Any required details, which is not on the proper form and received late, may not be considered.
- 13.3 Contract:** - The conditions of contract attached to the form be returned duly signed along with the schedule and in case of non compliance the tender may be ignored.
- 13.4 Subcontracts:** - No sub-contract shall be allowed. The bidder cannot sublet the job or part of job to others company for the said job. One consortium partner, prior to submission of Bid is eligible.
- 13.5 Opening Date:** - In case the date of opening falls on holiday, gazetted or subsequently declared, the tender will be opened on the next working day following the closed day.
- 13.6 Jurisdiction:** - All disputes will be settled within the jurisdiction of Chandigarh.
- 13.7 Partnership:** - The tenderers must attach with their offers the partnership deed or constitution of the firm indicating the name of the proprietor.
- 13.8 Bindings:** - HARTRON does not bind himself to accept the lowest tender and reserve to himself the right to reject any or all tenders without assigning any reasons.
- 13.9 Price Validity:** - Final Price shall remain valid for the minimum period of one year from the date of issuance of purchase order. During the validity of this bid, Final Price or during the extended period, if any, if the bidder sells any system or sub-system of the same or equivalent configuration to any other Department/Organization in India at a price lower than the price fixed for the Purchaser, the bidder shall automatically pass on the benefits to the Purchaser.
- 13.10 Prices quoted should be FOR destination inclusive of current excise duty, freight, insurance, sales tax / GST etc. and are to be quoted in Indian Rupees only.**
- 13.11 Payment Terms:**
- Bills may be raised by the successful bidder at the end of each month for the work performed during the month after proper handholding, quality checking and receipt of scanned volume so that payment may be made after due verification of the work done by the successful bidder during the relevant month.
  - If the work has been performed as per the agreed terms, payment for scanning & digitization under the contract will be made on monthly basis, subject to statutory and other deductions, penalties and damages recoverable under the contract.
  - If during the currency of the delivery period stipulated in the work order, there is any variation in the statutory levies e.g. Sales Tax, Excise Duty, Custom Duty or GST etc, the same shall be allowed against documentary proof produced by the bidder.
  - No extra payment resulting from such variation shall, however, be made if the same becomes effective after the expiry of the delivery period originally stipulated in the Work Order.
- 13.12 Timeline for execution & completion of job:** The Bidder will be given maximum 90 working days excluding Saturday, Sunday & Public Holidays to complete the project department wise from the date of award of work of respective department.
- 13.13 Penalty Clause:** The bidder shall be liable for deduction of payment in case of delay/non-completion of assigned job in stipulated time from the date of issuance of data as per details given hereunder:-
- The Data / document may be issued to the bidder daily / weekly / monthly basis and the bidder should have to complete within the same day / week / month.
  - No payment will be deducted for 90 working days to complete the project from the date of award of work of respective department.
  - After 90 working days, in case of any delay in the execution of the project by the successful bidder, it will be open to the HARTRON / Department to impose a penalty @

upto 10% of the amount of work not performed. In such an event, the successful bidder will also be required to complete the remaining work within the period of 15 working days from the issuance of notice. Thereafter, order will be stand cancelled & no payment will be released.

- iv. However, no penalty will be "imposed" on vendor if there is on delay on vendor side.
- v. The penalty amount will be withheld by the respective Department and to be released only after review the details by the Committee.
- vi. The pendency of work is allowable upto maximum 15 working days thereafter; HARTRON/Department reserves the right to take appropriate action upto the extent of cancelation of work order, imposing of penalty, forfeiture of EMD, Blacklisting of firm.
- vii. Delay in providing documents to the vendor by the concerned department shall not be considered in the calculation of delay. In case of non-availability of pages to be scanned, the firm has to inform the nodal officer in writing with a copy to Hartron.
- viii. Any variation in miss-match/linking of documents with the desired data while scanning of documents (OR) wrong retrieval of records/ images (OR) non-retrieval of records / images shall be treated as errors and shall be the responsibility of the vendor.

In case of such errors,

% of error in pages	Deduction of Amount
Upto 0.5%	Nil
Greater than 0.5% and upto 1%	03%
Greater than 1.0% and upto 2%	05%
Greater than 2.0% and upto 5%	10%
Greater than 5.0%	No Payment

**13.14 MIS Utility:** The bidder will also prepare Web based MIS utility (open source based) for checking the scanning status and will share the reports regarding Scanning and Digitization of documents on daily basis with HARTRON, CM Digital Cell, NIC & Concerned Department.

**13.15 PBG:** EMD of successful bidder will be retained as PBG and will be released only after completion of job / receipt of completion certificate from Competent Authority of Concerned Department.

**13.16 INDEMNITY:**

- i. The Company/Agency will indemnify HARTRON and its client organizations of all legal obligations of its professionals deployed concerned department.
- ii. HARTRON/Department and its Clients also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.
- iii. HARTRON/Department will not be responsible for any violation of IPRs by the Company/Agency in the discharge of work assigned.

**13.17 TERMINATION OF JOB**

- i. Termination for Insolvency: HARTRON/Department may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.
- ii. Termination for default
  - a. Default is said to have occurred
    - If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by HARTRON/Department.
    - If the agency fails to perform any other obligation(s) under the contract / work order.
  - b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from Department (or takes longer period in spite of what Department/HARTRON may authorize in writing), HARTRON/Department may terminate the contract / work order in whole

or in part. In addition to above, High Court may at its discretion also take the following actions.

- c. HARTRON/Department may transfer upon such terms and in such manner, as it deems appropriate work order for similar service to other agency and the defaulting agency will be liable to compensate HARTRON/Department for any extra expenditure involved towards support service to complete the scope of work totally.

**13.18 RISK PURCHASE :** If the selected bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, HARTRON reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.

**13.19 LOSS OF DOCUMENT:** In case of loss or damage to the documents/ record retaining and digital copies, the bidder shall be liable for deduction of payment maximum of the 10% of the contract value as per discretion of HARTRON/Department.

**13.20 FORCE MAJEURE**

- a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by HARTRON/Department :-
  - War / hostilities.
  - Riot or Civil commotion
  - Earthquake, flood, tempest, lightning or other natural physical disaster.
  - Restriction imposed by the statutory authority, which prevent or delay the execution of the order by the statutory authority.
- b. The bidder will advise High Court in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, HARTRON reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

**13.21 ARBITRATION:** If any question, difference or objection whatsoever arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration of the Principal Secretary to Govt. Haryana, E&IT Department or his nominee and his decision shall be final and binding and where the matter involves a claim amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred.

**13.22 JURISDICTION:** The Civil Court at Chandigarh will have the exclusive jurisdiction in regard to the matter arising out of this agreement.

**13.23** The Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to HARTRON/Department and shall, at all times, support and safeguard HARTRON/Department legitimate interests in any dealings with Third parties.

**13.24** HARTRON reserves the right to access the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. HARTRON reserves the right to cancel the work order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the bidder and under no

circumstances the bidder shall be eligible for any payment or damages from the HARTRON/ Department.

- 13.25** The selected bidder shall not, without HARTRON prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of HARTRON in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 13.26** The selected bidder or his employees will not disclose the content of documents given for scanning or archiving, the details related to HARTRON/Department, to any person. The selected bidder should not also disclose these above things to any of its existing or future clients either in softcopy or hard copy form.
- 13.27** The selected bidder shall indemnify the HARTRON/Department against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc. and related series or any part thereof.
- 13.28** The selected bidder shall not outsource the works assigned to any other bidder under any circumstances. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claims.
- 13.29** Alternations if any in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.
- 13.30 APPLICABLE LAW**
- i. The bidder shall be governed by the laws and procedures established by HARTRON, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
  - ii. All disputes in this connection shall be settled in jurisdiction of Punjab & Haryana High Court.
  - iii. HARTRON reserves the right to cancel this bid or modify the requirement without assigning any reasons. The purchaser will not be under obligation to give clarifications for the same.
  - iv. HARTRON reserves the right that the work can be allocated to any of the qualifying vendors.
  - v. HARTRON also reserves the right to relax any of the terms & conditions of the bid.
  - vi. HARTRON, without assigning any further reason can reject any bid(s), found deficit in any manner.
  - vii. HARTRON also reserves the right to award works/supply order on quality/technical basis, which depends on quality/capability of the system and infrastructure.
- 13.31** Capacity: The bidder shall have to give the blue print/methodology with the capacity details, technology along-with Hardware/Software along-with detail of manpower to be used for execution of scanning & digitization of records of the courts. The bidder should have to make presentation which will have to show in the presence of selection Committee. The Presentation must be of maximum 45 minutes.
- 13.32** Risk and Cost Recovery: In the event of non-execution of the assigned job in time, the EMD/Security shall be forfeited. Further, if HARTRON / Concerned Department have to get the same or part of it from any other bidder because of failure to complete the job in full or part by the successful bidder, the difference in payment may be made from this EMD/Security deposit. The HARTRON / Concerned Department against EMD/Security can also make any other adjustment or default on the part of bidder.



**13.33 Commercial Bid**

- The commercial bid shall indicate the unit prices inclusive of all taxes & duties (wherever applicable) with FOR destination and total Bid Prices of the deliverables it proposes to deliver under the contract. All prices must be quoted in Indian rupees only.
- Prices for upgrades, Subassemblies, Accessories should also be suitably quoted wherever necessary.
- Price indicated on the Price Schedule shall be inclusive of all taxes, and charges.
- Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected
- All prices and other information like discounts (on volumes or otherwise) etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price / information quoted in words and figures, the price/information quoted in words will be treated as final.
- The purchaser will open the Commercial bids of only those bidders, which have been found to be technically qualified to undertake the job.
- The Commercial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and venue at their own cost.
- Least cost commercial proposal of the proposal of the technically eligible bidder will be designated as L1. In case there are two or more bidders having the same 'L1' price in the commercial bid than the purchaser have its right to place order any of the bidder or bidders.

**13.34 Award of Contract / Award Criteria**

- The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of documents (as per actual requirement).
- The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.
- Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax or mail to be confirmed in writing by registered or hand delivered letter, that its bid has been accepted.
- The notification of award will constitute the formation of the Contract.
- Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

**13.35 Forfeiture of Earnest Money/Performance security:-****A. Forfeiture of Earnest Money:-**

- i. If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder for their empanelment will be forfeited.
- ii. If the Bidder fails to comply with any of the terms, conditions or requirement of order and the technical specifications of the tender document, the Earnest Money deposited by the Bidder for their empanelment will be forfeited.
- iii. If the bidder withdraws the Bid for any reason whatsoever
- iv. If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
- v. If the Bidder fails to comply with any of the terms, conditions or requirement of order and the technical specifications of the tender document. The Earnest Money deposited by the Bidder will be forfeited.
- vi. In case successful bidder fails to comply with the delivery period as specified the earnest money deposit will be forfeited.



- vii. If the bidder whose Bid has been accepted, fails to execute the Agreement
  - viii. If the bidder adopts unfair practices to influence the outcomes of the Bid process
  - ix. EMD of successful bidder will be treated as PBG.
- B. Forfeiture of Performance Security (EMDs submitted with HARTRON will be treated as performance security for this rate contract):-
- i. The Corporation reserves the right of forfeiture of the performance guarantee in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms & conditions of contract.
  - ii. In case the successful bidder fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.
  - iii. In case successful bidder fails to comply with the delivery period as specified in the work order/contract, the Performance security deposited by the vendor will be forfeited.

#### 13.36 Cancellation of Order:

- i) In the event of the successful bidder failing duly and properly to fulfill the order or committing breach of any of the terms and conditions of this order or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to HARTRON's rights and remedies otherwise, HARTRON shall be entitled to cancellation of order forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.
- ii) If during the currency of execution of order, the successful bidder becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, HARTRON may, at any time, cancel the order by giving written notice to the successful bidder. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HARTRON and IT Department.

#### 13.37 Consequences of Cancellation of Order:

- i) Upon cancellation of order, the successful bidder shall deliver or cause to be delivered all works carried out for and on account of the indenting department and all data and records required from or on account of the HARTRON.
- ii) Cancellation of order shall not affect any continuing obligations of the successful bidder under the Contract Agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the successful bidder.
- iii) Upon cancellation of order for any reason whatsoever, the successful bidder shall return to the HARTRON any and all confidential information and any other property of the HARTRON.
- iv) HARTRON may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the successful bidder and the successful bidder shall be liable for any additional costs for such services.
- v) The successful bidder shall continue the performance of the order to the extent not terminated.
- vi) Upon cancellation of order for whatsoever, HARTRON shall have the right to perform the following penalties:-

- a) Forfeiture of earnest money
- b) Imposition of liquidated damage.
- c) Black listing of the successful bidder.

**13.38 Billing:** - The bill shall be raised in the name of HARTRON and payment shall be released by HARTRON after verification of details from Concerned Authority.

**13.39** Technical and Purchase Committee have right to change the scope & specifications before opening of the commercial offers for the betterment for project. In case the specifications are changed then the bidders will have the right to submit the revised commercial offer.

**13.40** Negotiation Rights: HPPC / Purchase Committee reserves the right to call all or any selected parties for negotiations before issuing of work order.

**13.41** Purchase Process: Purchase of specific quantity of stores, goods and award of Turnkey Contracts shall be generally determined based on the rates quoted by the L<sub>1</sub> bidder if the quoted rates are found to be reasonable by the indenting Department and negotiations, if any, held with the lowest bidder. However, the negotiations could be held upto L<sub>3</sub> bidder, if the difference between L<sub>1</sub> quoted rate and those quoted by L<sub>2</sub> & L<sub>3</sub> is within 5% of the L<sub>1</sub> quoted rate. In cases where the L<sub>1</sub> bidder refuses to further reduce his offered price and the L<sub>2</sub> or L<sub>3</sub> bidders come forward to offer a price which is better than the prices offered by L<sub>1</sub> bidder, the bidder whose price is accepted becomes the L<sub>1</sub> bidder. However, in such a situation, the original L<sub>1</sub> bidder may be given one more opportunity to improve upon the discovered price. In case the original L<sub>1</sub> bidder further improves upon the price discovered during the negotiations, he would be treated as the L<sub>1</sub> bidder.

**13.42** Price Fall Clause: HPPC / MD, HARTRON can accept lower rates from the vendor at any stage during the contract under price fall clause. Further, if the firm reduces the price of the items of the offered models/replaced models with same or better specifications during the contract/supplies, then the rates will also be reduced accordingly.

**13.43** Applicable Law

- The agency shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- All disputes in this connection shall be settled in Chandigarh jurisdiction.
- HARTRON reserves the right to cancel this tender or modify the requirement, at any stage of Tender process cycle.
- HARTRON also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective vendors / parties to be kept informed about it.
- HARTRON in view of projects requirement may reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- The vendor should provide with every System manual and related User manual, irrespective of the fact that more than one system may be meant for any location.

**13.44** Signing of Contract: At the time as the purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract agreement of the Bidding Documents, incorporating all agreements between the parties. Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

**13.45** The HARTRON does not bind himself to accept the lowest tender and reserve to himself the right to reject any or all tenders without assigning any reasons.

➤ **Format to respond the tender****11.1 Pre-Qualification cum Technical bid Format****(To be submitted on the Letter head of the bidder)**

To,  
 Managing Director  
 Haryana State Electronics Development Corporation Limited (HARTRON)  
 SCO 111-113 Sector 17 B, Chandigarh. 160017

Dear Sir,

Tender ID: e-Tender/Hartron/ID/Scanning/2019/01

Sub: \_\_\_\_\_.

- 1) Having examined the Tender document, I/We [name of the bidder (s)], the undersigned, herewith submit our response to your Tender Notification dated \_\_\_\_\_ for selection of vendor for the rate contract of supply installation and commissioning of items \_\_\_\_\_ in full conformity with the said tender document no \_\_\_\_\_.
- 2) I/We have read the provisions of the Tender document and confirm that these are acceptable to us. Hence, we are hereby submitting our Bid.
- 3) I/We agree to abide by this Tender, consisting of this letter, financial bid and all attachments, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the Tender document / opening date of PQ cum Technical bid.
- 4) I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption, in force in India.
- 5) I/We understand that Hartron/Department is not bound to accept/annul any bid received in response to this Tender.
- 6) In case I/We are engaged by Hartron/Department as service provider, I/We shall provide all assistance/cooperation required by Hartron/ Department appointed auditing agencies officials for performing their auditing and inspection functions. I/We understand that our non-cooperation for the same shall be grounds for termination of service.
- 7) In case I/We are engaged as a vendor, we agree to abide by all the terms & conditions of the Contract and Guidelines issued by Hartron/Department from time to time.
- 8) I/ We have submitted requisite fee and EMD as per procedure laid in the Tender. All other required documents (details given in summary table below) as per the stated Qualification Criteria
- 9) Our Entity's profile is as under:-

S#	Required details	Remarks
1.	Legal Name of Entity	
2.	Type of Business	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Other
3.	Company Identification No. (CIN)	
4.	Business Address: City District State Zip code Telephone Nos.: Contact email:	
5.	Registered Address of the Company: Address: City District State	

	Zip code Contact Person: Telephone Nos.: Contact email: Company Website URL	
6.	PAN No. of bidder TAN No. of bidder VAT or CST of bidder GSTN of bidder	
7.	Has the firm transacted business under any other previous names? If yes, under which name business transacted	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Ownership of the Company/Firm: <ul style="list-style-type: none"> <li>Whether Company owned or controlled by parent Company?</li> <li>If yes, complete the following:              Legal name of the parent company              Full address of parent company              City              District              State              Zip/Pin           </li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Relationship with the parent company	<input type="checkbox"/> Subsidiary <input type="checkbox"/> Division
10.	Date of ownership	
11.	Shareholding pattern of Parent Company: <ul style="list-style-type: none"> <li>Percentage of shares held by the parent company</li> <li>Other majority shareholders in the Indian Company</li> <li>Details of Board of Directors</li> </ul>	
12.	Name of Bid and Contract Signing Authority - I Name Designation Contact No. Email: Power Of Attorney or resolution of Board of Directors through which authorized as signatory Authority - II Name Designation Contact No. Email: Power Of Attorney or resolution of Board of Directors through which authorized as signatory	
13.	<ul style="list-style-type: none"> <li>Memorandum of Association and Articles of Association of the company</li> <li>Bye Laws and certificates of registration (in case of registered firm)</li> </ul>	
14.	Whether MOA of Bidding Company allows entering into the bid of respective services? If yes, indicate the relevant clause.	

Our Entity's Financial Details is give as under:-

1.	Authorized Capital of the Indian Company	
2.	Paid up Capital of the Company	
3.	Turnover of the Indian company for last 3 F.Y.	
4.	Net worth of the Indian company for last 3 F.Y.	
5.	Profit of the Indian company for last 3 F.Y.	
6.	Customer references	

7.	Past 1-3 year supply record	
8.	Quality certificates received, if any	
9.	Customer approval letters if any	
10.	Awards and recognition received , if any	
11.	After sales support mechanism	

## Bank Details:-

1.	Bank Name & Address	
2.	Branch Address	
3.	Bank Account Type	
4.	Bank Account No.	
5.	IFSC Code	

## Our entity's Legal Details

1.	In the past five years prior to the date of this application, has this entity or any principal of the entity has been deemed to be in default on any contract, or been forcefully terminated from any contract? If yes, state the names of the entity, relationship to firm and the circumstances. (Submit affidavit)	<input type="checkbox"/> Yes <input type="checkbox"/> No.
2.	Whether an undertaking (Affidavit) submitted that the bidder has not been blacklisted/debarred by any central/state Government department/organization	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Whether an undertaking submitted to the effect that there has been no litigation with any Government department/organization on account of similar services	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Whether the entity has undergone legal proceedings in the past three years. If yes, Submit details	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Technical part

## Technical Information about Bidder Company

Present installed capacity for Scanning & Digitization (per day)	
Capacity Utilization	
Experience in Scanning & Digitization work (since when, indicate month & year - attach supporting documents, if any)	

## Available Infrastructure Details:

S#	Item	Offered Make & Model	Qty.

## Detail of Technical Trained Manpower:

S#	Level of the Employee	Qualification	Years of Exp.

Yours Sincerely,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

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

(Affix the Official Seal of the Bidding Company)

**11.2 Commercial Bid Format**

(To be submitted on the Letter Head of the bidder)

To,

Managing Director  
Haryana State Electronics Development Corporation Limited (HARTRON)  
SCO 111-113 Sector 17 B,  
Chandigarh. 160017

Dear Sir,

Tender ID: e-Tender/Hartron/ID/Scanning/2019/01

Sub: \_\_\_\_\_.

Dear Sir / Madam,

1) We hereby offer the following rates for scanning &amp; digitization of documents:-

S#	Description	Documents Volume	Rate in INR per PDF page in simplex / One side page	GST as applicable	Unit Price inclusive of GST	Total cost (in Rs.)
1.	Scanning & digitization of documents, Retrieval of records in electronic form (Searchable PDF), tool for easy and fast tracking & retrieval of documents. Preparation of File Indexing & Metadata with its integration.	Approx. 1.50 Crore Pages				_____ x 1,50,00,000
Total Project Cost in Words: _____						
<b><u>Note: Scanning rates in paisa should be considered upto first two digits (i.e. ₹0.00/- only) at the time of evaluation.</u></b>						

- 2) We agree to execute the work of scanning & digitization of records as per defined scope of work of the tender.
- 3) The prices quoted will be valid till the completion of project.
- 4) We agree to abide by our offer upto one year from the date fixed for opening of the Tenders and that we shall remain bound by a communication of acceptance within that time.
- 5) We hereby certify that we have read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to execute as per these terms and conditions.
- 6) Certified that the Bidder is:  
A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

OR

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

OR

A company and the person signing the tender is the constituted attorney.

NOTE: Delete whatever is not applicable as per eligibility criteria mention at clause 12. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

- 1) We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract shall constitute a binding Contract between us.

Yours Sincerely,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

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

(Affix the Official Seal of the Bidding Company)

Date: \_\_\_\_\_

**Note:**

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- All prices and other information like discounts (on volumes or otherwise) etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price / information quoted in words and figures, the price/information quoted in words will be treated as final.



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**Annexure-I****Bidding Document Acknowledgement Form**  
(To be enclosed with technical bid)

To,  
Managing Director  
Haryana State Electronics Development Corporation Limited (HARTRON)  
SCO 111-113 Sector 17 B,  
Chandigarh. 160017

Tender ID: e-Tender/Hartron/ID/Scanning/2019/01

I/We hereby acknowledge we have downloaded a complete set of Bidding Document enclosed to the "Invitation for Bid" pertaining to tender Notification dated \_\_\_\_\_ along with corrigendum, if any, for the selection of vendor for E-Tender for \_\_\_\_\_.

I/We have noted that the closing date for receipt of this tender document by Hartron is \_\_\_\_\_ at 2:30 PM.

I/We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of Hartron and that the said documents are to be used only for the purpose intended by Hartron.

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

## Annexure 2

## AFFIDAVIT

Self-Declaration on not being blacklisted to be submitted by bidder on non-judicial stamp paper of Rs. 10/- (Rupees Ten only to be duly attested by Notary Public)

(To be enclosed with Technical bid)

Date: \_\_\_\_\_

From

\_\_\_\_\_  
\_\_\_\_\_

To

The Managing Director,  
Haryana State Electronics Development Corporation  
SCO: 109-110, Sector 17B Chandigarh

I, \_\_\_\_\_ son of Sh. \_\_\_\_\_  
resident of \_\_\_\_\_ do hereby solemnly  
affirm and declare as under:-

That we M/s \_\_\_\_\_ hereby confirm  
that we M/s \_\_\_\_\_ has not been  
blacklisted by any State Government/ Central Government/ Public Sector Undertakings during  
the last three years and further confirm that our EMD/SD/Performance bank guarantee has not  
been forfeited by any State Government / Central Government / Public Sector Undertakings  
during the last three years due to our non-performance, non-compliance with the tender  
conditions etc.

That we M/s \_\_\_\_\_ hereby declare  
that all the particulars furnished by us in this Tender are true to the best of my/our knowledge  
and I/We understand and accept that if at any stage, the information furnished is found to be  
incorrect or false, I/We am/ are liable for disqualification from this tender and also are liable  
for any penal action that may arise due to the above.

That we M/s \_\_\_\_\_ certify that  
no refurbished components are used in the manufacturing and supply of Quoted Items and its  
related accessories / tendered items.

That in case of violation of any of the conditions above, We M/s \_\_\_\_\_  
understand that We M/s \_\_\_\_\_ are liable to be blacklisted by Hartron for a  
period of three years from participating any tender published by Haryana Government.

DEPONENT

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my  
knowledge and nothing has been concealed therein.

DEPONENT

(Authenticity of submitted documents/information's)  
AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/-  
(Rupees Hundred only to be duly attested by Notary Public)

Affidavit of Mr. \_\_\_\_\_ S/o \_\_\_\_\_  
R/o \_\_\_\_\_, I,

the deponent above named do hereby solemnly affirm and declare as under:-

1. That I am the Proprietor/Authorized signatory of M/s \_\_\_\_\_  
Having its Head Office/Regd. Office at \_\_\_\_\_
2. That the information/documents/Experience certificates submitted by  
M/s \_\_\_\_\_ along with the tender for  
\_\_\_\_\_ (Name of work) \_\_\_\_\_ to the  
Corporation are genuine and true and nothing has been concealed.
3. I shall have no objection in case the Corporation verifies them from issuing authority  
(ies). I shall also have no objection in providing the original copy of the document(s), in  
case the Corporation demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by  
me found to be incorrect / false / fabricated, the Corporation at its discretion may  
disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of  
the clause(s) of Contract including those issued towards EMD and Performance Guarantee  
from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my  
submitted EMD before the Corporation receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the  
Bank) is genuine and if found at any stage to be incorrect / false / fabricated, the  
Corporation shall reject my bid, cancel pre-qualification and debar me from participating  
in any future tender for three years.

I \_\_\_\_\_ the Proprietor/authorized signatory of M/s  
\_\_\_\_\_ do hereby confirm that the contents of the  
above.

Affidavit are true to my knowledge and nothing has been concealed there from  
\_\_\_\_\_ and that no part of it is false.

Verified at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

## Annexure 3

## Statutory Undertaking

(To be enclosed with Technical bid)

Date: \_\_\_\_\_

Managing Director

Haryana State Electronics Development Corporation Limited (HARTRON)  
SCO 111-113 Sector 17 B, Chandigarh. 160017

I/We (Name of the Bidder) having registered office at (Address of the registered office) and local office at (Address of the local office), hereby declare and confirm that-

- 1) The contents of the Tender have been carefully gone through and we undertake to fully comply with the terms & conditions specified in the tender document including addendum, if any thereof.
- 2) I/We are not engaged into litigation as of date with any Government Department/ PSU/ Autonomous body on account of similar services for indulging in corrupt or fraudulent practices. We also confirm that we are not determined non-performing by any of the entities specified above.
- 3) Neither the Bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to Bid in the present tender.
- 4) We understand that the technical Bid, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the requisite Bid Security/ Earnest Money Deposit, shall be summarily rejected.
- 5) We understand that if at any time, any averments made or information furnished as part of this Bid is found incorrect, then its Bid and the contract if awarded on the basis of such Bid shall be cancelled.
- 6) We offer to execute the work in accordance with the Terms of Reference and Conditions of Contract of this Tender.
- 7) The information provided in the technical proposal (including the attachments) is true, accurate and complete to the best of my knowledge & belief.

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

Annexure 4

CERTIFICATE OF CONFORMITY / NO DEVIATION

{to be filled & submitted by the bidder on their letterhead }

(To be enclosed with Technical bid)

Date: \_\_\_\_\_

Managing Director

Haryana State Electronics Development Corporation Limited (HARTRON)

SCO 111-113 Sector 17 B, Chandigarh. 160017

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure-5

UNDERTAKING OF RATES *(with Commercial e-bid)*

Dated:-

Managing Director  
Haryana State Electronics Development Corporation Limited (HARTRON)  
SCO 111-113 Sector 17 B,  
Chandigarh. 160017

We M/s \_\_\_\_\_ do hereby confirm that:

The rates quoted against this offer are lowest possible and as on date we have not quoted less rates to any other customer than the rates quoted herein. In spite of this, it is proved at any stage that we have offered lower rates to any one than the rates offered to HARTRON directly or through our partner for similar quantity, terms and period (i.e. within six months from the date of purchase order), their firm is liable to pay the difference in price to HARTRON.

Authorized Signatory (ies) [In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

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

*(Affix the Official Seal of the Bidding Company)*

To be uploaded in Commercial Envelope with Commercial bid.



## Annexure - 6

## Format for Relaxations to Haryana based Manufacturing Micro &amp; Small Enterprises (MSEs)

## Format of Affidavit

**(Seeking benefits/ concessions in Past performance/ Experience & Purchase Preference by Haryana based manufacturing Micro & Small Enterprises (MSEs) in the State Public Procurement)**

(On non judicial paper of Rs. 10/- )

I \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_\_ residing \_\_\_\_\_ at \_\_\_\_\_  
 M/s \_\_\_\_\_ Proprietor/ Partner/ Director of \_\_\_\_\_  
 do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s \_\_\_\_\_ (Name & Address) \_\_\_\_\_ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre \_\_\_\_\_ under acknowledgement No. \_\_\_\_\_ of dated \_\_\_\_\_ (Self Certified Copy of the same is attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **category Micro / Small Enterprise** (please tick the either) as under:-
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
2. That the quoted item(s) in the tender \_\_\_\_\_ is one (or more) of the item for which my/our above noted enterprise has been issued Manufacturing Entrepreneurs Memorandum by the Industry Department Haryana as per details at para 1 above.
3. That my/our above mentioned manufacturing Micro/ Small Enterprises fulfils either or both of the below mentioned eligibility criteria:
  - i. That my/our above mentioned enterprise has been issued quality certification of ISI Mark/ ISO/ Ag. Mark/ any other quality mark \_\_\_\_\_ (**please tick either of the option**) by \_\_\_\_\_ (name of GOI/ State Govt. Agency/ institution authorized by GOI/ State Govt.) on \_\_\_\_\_ and the same is valid from \_\_\_\_\_ to \_\_\_\_\_ in respect of item/ good (give name of item/good) \_\_\_\_\_ mentioned in the tender (Self Certified Copy of the relevant certificate is attached as **Annexure 'A'** with this affidavit)
  - OR/AND**
  - ii. That my/our above mentioned enterprises has been registered with DGS&D, GOI/ NSIC/ Govt. of India Departments/ State Govt. Department/ Govt. of India Public Sector Undertakings (PSUs) or State Government Public Sector Undertakings (PSUs) (**Please tick one of the option as above**) in respect of Name of item/ goods/ work/ services \_\_\_\_\_ (**Name**) as mentioned in the tender for the corresponding period of time of this tender. A self certified Copy of the same attached as **Annexure 'B'** with this affidavit
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana (address mentioned as at Sr.No.1). Further, the billing will be done from Haryana.

Dated:

DEPONENT

**VERIFICATION:**

Verified that the contents of para no. 1 to 4 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated:

DEPONENT

## Annexure - 7

## Format for Relaxations to Haryana based manufacturing Medium Enterprise

## Format of Affidavit

**(For seeking the benefits/ concessions by Haryana based manufacturing Medium Enterprises in Past Performance/ Experience & Purchase Preference in the State Public Procurement)**

(On non judicial paper of Rs. 10/- )

I \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_\_ residing at \_\_\_\_\_  
 \_\_\_\_\_ Proprietor/ Partner/ Director of  
 M/s \_\_\_\_\_ do hereby solemnly affirm and declare that:-

1. My/our above noted enterprise M/s \_\_\_\_\_ (Name and Complete address) \_\_\_\_\_ has been issued Manufacturing Entrepreneurs Memorandum in Haryana by the District Industries Centre \_\_\_\_\_ under acknowledgement No. \_\_\_\_\_ of dated \_\_\_\_\_ (Self Certified Copy of the same be attached as **Annexure 'A'** with this affidavit) and has been issued for manufacture of the following items in **category Medium Enterprise** as under:-
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_
2. That my/our above mentioned manufacturing Medium Enterprises meet all the remaining terms & conditions of the tender except Past Performance/ Past Experience.
3. That my first purchase order under this benefit/ concession was issued by State Government Department/ State Government Agency (name of Deptt./Agency) \_\_\_\_\_ vide P.O. No. \_\_\_\_\_ of dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (name of the item/ good/ work/ services) was successfully complied by above mentioned Enterprises. A self certified Copy of the same is attached as **Annexure 'B'** with this affidavit.
4. That in case the Purchase Order of the quoted item is issued to me/us, it will not be outsourced or subcontracted to any other firm and the entire manufacturing of the order item shall be done in-house by our Enterprise based in Haryana, (address mentioned as at Sr.No.1).
5. That we agree to the condition that this benefit/ concession to the Medium enterprises is valid for one year from the date of getting the first supply order under State Public Procurement.
6. That the billing will be done from Haryana.

Dated:

DEPONENT

**VERIFICATION:**

Verified that the contents of para no. 1 to 6 of the above are true and correct to my knowledge as per the official record and nothing has been concealed there in.

Dated:

DEPONENT

### Pre-Bid Queries Format in Excel

All Pre-Bid queries have to be submitted in writing / email at email IDs mentioned at Page No.:4 (Email Address for communication) with a request letter address to Managing Director, HARTRON in the format given below on the letter head of the Company/OEM.

Tender No: - \_\_\_\_\_

Firm: - \_\_\_\_\_

Subject: - \_\_\_\_\_

Tender Fee Details: - \_\_\_\_\_ (if tender document already purchased)

S#	Page No.	Part No.	Section No.	Clause / Point No.	Subject	Clarification Sought	Suggestions / Remarks (if any)
1							
2							
3							
4							
5							

No queries will be entertained after this allotted time frame in any format. If Committee feels, suitable corrigendum will be uploaded on the website of Govt. of Haryana eProcurement Portal for the information of all prospective bidders. All the bidders are requested to please check Govt. of Haryana eProcurement Portal i.e. <http://etenders.hry.nic.in> regularly for details. No separate intimation shall be issued to anyone.

Note - A maximum of two representatives from each Participating Organization would be allowed to attend Pre-Bid Meeting.

### Checklist of documents to be enclosed with Pre-Qualification & Technical bid

We M/s \_\_\_\_\_ has enclosed documentary evidence for fulfilling the Eligibility in the PQ & Technical Bid and other requirement laid in the tender document.

S#	Clause	Documents Required	Details	Document attached Yes/No	Page No.
1.	Tender Processing Fee @ Rs. 10,000/- + 18% GST	Through Demand Draft / Bank Cheque / Pay Order / Online in favour of Haryana State Electronics Development Corporation Ltd.	Mode: No. _____ Date: _____		
2.	EMD @ Rs. 5,00,000/- (Five Lacs)	Through Demand Draft / Bank Cheque / Pay Order / Online in favour of Haryana State Electronics Development Corporation Ltd.	Mode: No. _____ Date: _____		
3.	The bidder must be registered in India under the Indian Companies Act 1956/2013 / LLP Act 2003 / Partnership Act 1932 (with GST Registration Certificate) firm and should be in existence in India for at least the last 3 years, as on date of submission of bid.	The bidder shall provide the Certificate of Incorporation for Registered Companies / LLPs / Partnership Deed for Partnership Firms with GST Registration Certificate.	Registration No.:  Date:		
4.	The Bidder must have experience in the field of scanning & digitization for the last 2 or more financial years.	Copy of Work Orders & Completion Certificate.	Work Order No.  Date  Firm		
5.	The Bidder should have an average turnover at least 1/3 <sup>rd</sup> of estimated tender value during last 3 financial years.	Audited Balance Sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years. For F.Y. 18-19, Provisional Balance Sheet with CA Certificate will be considered.	Estimated Tender Value = 90.00 Lacs  Average = F.Y. - 1= F.Y. - 2= F.Y. - 3=		
6.	The Bidders should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company before tax in each of the last 3 audited F.Y.	Certificate duly signed by Company Secretary of the Bidder confirming the positive net-worth for the last three financial years.	F.Y. - 1= F.Y. - 2= F.Y. - 3=		
7.	The Bidder(s) should have currently valid GST Registration Certificate & PAN No.	Copies of GST Registration Certificate and PAN No.	GST No. _____  PAN No. _____		
8.	The Signatory signing the Bid on behalf of the Bidder	A Certificate from the Company Secretary of the			

S#	Clause	Documents Required	Details	Document attached Yes/No	Page No.
	should be duly authorized by the Board of Directors of the Bidding Company.	Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolutions number and date to sign the Bid on their behalf or Power of Attorney to be provided by the Bidding company in favour of its representative as evidence of authorized signatory's authority.			
9.	During last three financial years in any Central / State Government Institution / PSU / Registered Companies / Bank / Registered Educational Institutions / Government Departments / Autonomous Bodies / Examining bodies/Corporate Houses, the bidder should have satisfactorily completed the similar contracts for either of the following: One order must be of minimum 25 Lacs documents. OR Two orders must be of minimum 15 Lacs documents each. OR Three orders must of minimum 10 Lacs documents each.	<ul style="list-style-type: none"> <li>Work Order / Agreement along-with Completion Certificate/ Client Certificate/ Project citations/Define of satisfactory execution &amp; payment recd. etc.</li> <li>In case of on-going projects, the bidder can submit satisfactory reports along with total documents volume for the last three years from the User/Department as well as the work order along with the Completion Certificate/ Client Certificate/ Project Citation/ Satisfactory Execution and Payment Receipt etc. for more than three years.</li> </ul>	Work Order Details:  Name of Institution: Purchase Order No.: Purchase Order Date: Work Complication Date:		
10.	The Bidder(s) should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business.	Relevant Documents and Undertaking on their letterhead be provided by the bidder that he has all the requisite approvals / NOCs etc., as required under law to carry out its business.			
11.	Bidder(s) should have cleared his GST dues up to 31 <sup>st</sup> March 2019 to the Government	GST Clearance Certificate.			
12.	Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject	Undertaking on their letterhead be provided by the bidder	Incorporate Details on Annexure-2		



S#	Clause	Documents Required	Details	Document attached Yes/No	Page No.
	of legal proceedings for any of the foregoing reasons				
13.	Bidder should not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings	Undertaking on their letterhead be provided by the bidder	Incorporate Details on Annexure-2		
14.	There should have been no damage to records at any facility due to FIRE at any point of time.	An affidavit of Self- declaration should be enclosed.			
15.	The bidder must have sufficient infrastructure to carry out digitization work.	A list in support of such infrastructure must be enclosed with the bid.			
16.	The bidder should not have been blacklisted/debarred/ never been convicted/ defaulted in execution/ returned back any contract/order unexecuted to any State / Central Government department for providing such services. The prime bidder/consortium partner should not have any litigation pending with central/any state government department before any Court in India.	Submit an affidavit duly notarized  (Annexure-2)	Incorporate Details on Annexure-2		
17.	The bidder must also submit an affidavit duly notarized that all information given in its tender is correct in all respects and if found to be incorrect or false at any stage then the department has authority to blacklist, debar, reject and can take legal action against the bidder.	Submit an affidavit duly notarized  (Annexure-2)	Incorporate Details on Annexure-2		
18.	The bidder blacklisted by any of the Govt. Organization/ Department or having record of poor performance such as abandoned work having inordinately delayed completion or having faced	Submit an affidavit duly notarized  (Annexure-2)	Incorporate Details on Annexure-2		



S#	Clause	Documents Required	Details	Document attached Yes/No	Page No.
	financial failures etc., is not eligible to participate in the tender. The bidder needs to submit an affidavit to this effect along with the bid documents.				
19.	Pre-Qualification Bid Format				
20.	Acknowledgement Form	Annexure-1			
21.	Affidavit on not being Blacklist	Annexure 2			
22.	Statutory undertaking	Annexure 3			
23.	Certificate of Conformity / No Deviation	Annexure 4			
24.	Undertaking of rates	Annexure 5			
25.	Relaxations to Haryana based Manufacturing Micro & Small Enterprises (MSEs)	Annexure 6			
26.	Relaxations to Haryana based manufacturing Medium Enterprise	Annexure 7			
27.	Sealed & Signed Copy of Tender Document	To be enclosed with Pre-Qualification cum Technical Bid			
28.	Any other documents to meet out the criteria	Submitted with bid.			

S#	Turnover in Rs.	1 <sup>st</sup> F.Y.	2 <sup>nd</sup> F.Y.	3 <sup>rd</sup> F.Y.
1	Year =			
	Name of Bidder =			
	Turnover in Rs. =			
	Profit in Rs. =			
	Net Worth in Rs. =			
	CA Certificate Attached =			
	Audited Balance Sheet Attached =			

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

#### Checklist to be enclosed with Commercial e-bid

1. Commercial Bid in PDF
2. Undertaking of rates in PDF

Yours faithfully,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)