

HIGH COURT OF HIMACHAL PRADESH, SHIMLA – 171001

No.HHC.1(5.Comp./HC/Digitization)/2015-II-
Dated: Shimla, the 16th October, 2020.

From

**The Registrar General,
High Court of Himachal Pradesh,
Shimla – 171001.**

Subject:

**TENDER FOR INVITING PROPOSALS FOR CONDUCTING
SCANNING WORK BY SCANNING COMPANY/ MANPOWER
AGENCY FOR DIGITIZATION PROJECT IN HIGH COURT OF
HIMACHAL PRADESH.**

Online bids are invited from eligible bidders for Scanning & Digitization of the Judicial Case Files. The bidders need to upload technical bid along with the scanned copy of instrument submitted against earnest money (the hard copy of the instrument submitted against earnest money should be submitted to the Registrar General on or before 21.10.2020 upto 10:00 AM) and commercial bid separately on the e-procurement website i.e. <https://hptenders.gov.in>.

The instructions for bidders on how to submit the bid is available on the website i.e. <https://hptenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>

SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDERS/ BIDS

Sl. No	Information	Details
1.	Tender No.	No.HHC.1(5.Comp./HC/Digitization)/2015-II-
2.	Tender Release Date	16.10.2020
3.	Tender Document Fee	Nil
4.	Dates for submission of pre-bid queries for clarifications only through e-mail: cpc-hp@ajj.gov.in	From 26.10.2020 to 05.11.2020 (10:00 AM to 04:00 PM)
5.	Last date (deadline) for submission of e-bids (to be submitted online in H.P. Government e-Procurement portal https://hptenders.gov.in)	on or before 09.11.2020 upto 10:30 AM
6.	Opening of Technical bids	10.11.2020 at 02:30 PM
7.	Contact details and email id for queries	0177-2888456, 2888422 Email: cpc-hp@ajj.gov.in

ELIGIBILITY CRITERIA FOR BIDDERS

1. A copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered Company), Byelaws and certificates of registration (in case of registered co-operative society), partnership deed (in case of partnership firm) should be submitted. Proprietorship establishment need to submit PAN Card and other valid licenses/registration certificates. The bidder must have been in existence for last 10 years.
2. The Bidder must have ISO 9001:2015 Certificate and ISO/IEC 27001:2013 Certificate. Copy of the same must be enclosed.
3. The bidder must have provided satisfactory services of similar expertise since last five years i.e. Scanning/digitizing, indexing, storing and providing retrieval facility for documents to minimum three Government Departments/ institutions etc. The firm should have customized software to monitor the

- progress of the evaluation process. The Bidder must have experience in scanning & digitization of Judicial Records for High Courts/ District Courts of India. **Copy of orders and certificate from the clients should be attached.**
4. Scanner speed should be minimum 10000 pages per day. Submit purchase bills as proof of ownership of atleast 20 number of high speed scanners and document scanners.
 5. The bidder should be a Registered Indian Firm having an office in Himachal Pradesh. Certificate in this respect is to be attached. If no office present in Himachal Pradesh, an undertaking stating that firm will establish office in Himachal Pradesh, within one month of signing of contract, if selected.
 6. Tenderer should provide escalation matrix for their sales & support function. The vendor must have a strong telephone/web based customer care cell and complaint registration mechanism.
 7. The tenderer shall have to attach the details of its Company in the format as per **Annexure-A**.
 8. The Certificate in **Annexure-C** from the Company Secretary or the Managing Director in respect of the Company and from the Managing Partner in respect of a firm and from the Proprietor in the case of a proprietorship concern to the effect that the bidder is not currently **blacklisted** by any Government organization/agency in India or abroad.
 9. The commercial proposal submission form (On Bidder's letter head) as per **Annexure-D** is also required to be uploaded with the Technical Bid.
 10. The tenderer must have a turnover of **Rs. 3 Crores** consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant must be annexed with **Annexure-A**.
 11. The tenderer must be an **income tax assessee** for the last three financial years and **copies of income tax returns** for three financial years must be submitted with **Annexure-A**.

Note: *The bidder will have to produce the original documents at Sl. No. 1 to 8 (as above) as and when demanded.*

COMMERCIAL / FINANCIAL BID

1. The commercial bid must specify the rate offered for scanning of per page. The rate must be specified including GST.
2. The commercial bid must be contained in **BoQ Sheet** available with the uploaded tender documents. However, the undertaking as per **Annexure-D** is also to be uploaded on the eProcurement Web Portal along with other required documents.
3. The rates approved after calling tender shall remain valid during during the contract.

OTHER TERMS AND CONDITIONS

1. INSTRUCTIONS TO BIDDER

- a) The instructions for bidders on how to submit the bid is available on the website i.e. <https://hptenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>.
- b) The bid is non-transferable.
- c) The bidder shall have to furnish at least 2,00,000/- as earnest money deposit (EMD), which should be submitted in the form of bank draft in the name of Registrar General, High Court of Himachal Pradesh. The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after he furnishes requisite Performance Security.
- d) The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding Documents. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding Documents in every respect, shall be at the Bidder's risk and may result in rejection of the Bid. The Bid is liable to be rejected outright without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ proforma in the Tender are not fully furnished.
- e) The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.
- f) Copy of all documents at Sl. No. 1 to 8 as defined under Eligibility Criteria, in a single file (.pdf) along with Bill of Quantity (BoQ) (.xls) and **Annexures- A to F** should only be uploaded on the e-procurement website i.e. <https://hptenders.gov.in> . The original instrument of earnest money be sent to the office of "Registrar General, High Court of Himachal Pradesh, Ravenswood, Shimla-171001" in the envelop with **super scription** on the top "**Bid for Scanning & Digitization project in High Court of Himachal Pradesh**".
- g) The successful Bidder shall not depute any such person in the High Court who is a party to a litigation pending in this Court.
- h) Bidders are free to raise any query in this regard on telephone no. 0177-2888422 and 0177-2888456 during 10:00am to 4:45 pm upto 15.10.2020. No queries will be entertained after this date.
- i) The rates quoted by the successful bidder shall remain valid throughout the contract period (i.e. initially for **TWO years** and may be further extended by **ONE year, twice**) to meet additional requirements. The rates quoted should be inclusive of all taxes and Government levies, etc. The manpower so deployed by the vendor must be on the rolls of the Vendor.
- j) The bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and High Court shall be written only in English Language.
- k) The manpower provided by the Vendor will be purely on the payrolls of Vendor and High Court will have no role in the payment of their Salaries and

other issues related to their job. The High Court will only supervise the work performance of the Vendor and will assign the Scanning and Digitization work to the vendor.

- l) The bidders may inspect the location where work of Scanning & Digitization is to be commenced.
- m) High Court will pay to the vendor on the basis of total number of pages/ files scanned.
- n) The manpower provided by vendor shall not make any claim for job on regular or contract basis in the establishment of this High Court at a later stage and any such claim made will be out rightly rejected.
- o) The manpower so deputed, on some occasions, shall be required to provide services on non-working days or beyond office hours on working days.
- p) Vendor shall have to do Data Entry work, Scanning work, Quality Checking work, Pre and Post scanning work which includes tagging, un-tagging, pasting of documents wherever required.
- q) The vendor shall maintain a pool of selected resources so as to enable immediate replacement of the resource in the event a resource leaves the job or is absent from duty. Scanning work should not suffer or delayed in any manner.
- r) If the manpower deputed by the Vendor is not found suitable/ not performing his/her job as per the requirements, this Court can seek replacement of the said resource without assigning any reason.
- s) That the Vendor shall be released payments on quarterly basis subject to satisfactory service. A performance appraisal will be done by the Central Project Coordinator for assessing performance of the vendor during the month before releasing payment. The invoice should be in the name of Registrar General, High Court of Himachal Pradesh, Shimla.
- t) This Court stands absolved of any liability on account of death or injury sustained by the resource(s) deployed by the Vendor during the performance of this engagement and also for any damage(s) or compensation due to any dispute between the Vendor and his employee(s).
- u) This High Court will have the right to get the centers of the Vendors already in operation inspected at any time for verification purposes.
- v) That vendor shall be required to furnish performance Bank Guarantee to the extent of 10% of the annual consideration amount indemnifying it's liability arising out of the contract. In case the services of the vendor are not found satisfactory for consecutive two quarters as per the Service Level Agreement, the contract will be deemed to have been cancelled and this Court will proceed for liquidation of the performance Bank Guarantee submitted by the vendor.
- w) This High Court reserves the right to negotiate for further reduction of rates.
- x) The Technical Bid shall be complete in all respects and contain all information asked for, except prices. It shall not contain any price information. The Technical Bid Documents must be submitted in an organized and neat

manner. All pages shall be serially numbered. Enclosures in the Technical Bid are to be uploaded alongwith following Check-List:

S. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1.	Details of the Tenderer (Annexure-A)		
2.	Checklist fulfillment of preconditions (Annexure-B)		
3.	Clean Track Declaration Record (Annexure-C)		
4.	Commercial Proposal Submission Form (Annexure-D)		
5.	Technical Bid(Annexure-E)		
6.	Letter for acceptance of all Terms and Conditions of Tender Document (Annexure-F)		
7.	Authorization letter of the person involved in the bidding process.		

2. AMENDMENT OF TENDER DOCUMENT

- a) The High Court may, at its discretion, extend the deadline for submission of Bids by amending the Tender Document. In such case, all rights and obligations of the Tender Issuer and Bidder, subject to the deadline will thereafter be subject to the deadline as extended.
- b) At any time prior to the submission of Bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the Tender Document.
- c) The corrigendum regarding amendments, if any, shall be published on e-procurement website i.e. <https://hptenders.gov.in> and on High Court's Official Website, Website of H.P. Judicial Academy and Website of H.P. State Legal Services Authority. Bidders are advised to periodically browse/ check these websites to find out any further Corrigendum/ Addendum/ Notice published with respect to this Tender. All such amendments shall be binding on them.

3. OPENING OF BIDS

- a) Bids shall be opened by the Tendering Authority in the presence of Bidder's representative who chooses to attend as per the Schedule. The Bidder's representative who is present shall sign evidencing their attendance. Only one representative per Bidder shall be permitted to be present at the time of opening the Bids.

4. EVALUATION OF BIDS

- a) The Tender Evaluation Committee constituted by the High Court, shall evaluate the Tenders. The decision of the Evaluation Committee approved by the Authorities in the evaluation of the Technical Bids and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- b) Only technically qualified Bids will be processed for Financial/ Commercial Evaluation.
- c) High Court may call any or all Bidders for negotiation.
High Court may waive any minor informality or non-conformity or irregularity in a Bid.

5. AWARD OF CONTRACT

a) Award Criteria:

High Court will award the Contract to the successful Bidder, on the basis of techno-commercial evaluation and it will not be binding upon the High Court, to accept the lowest Bid. High Court reserves the right to award Contract to one or more Bidders.

b) Right to Accept/ Reject any Bid or all Bids:

High Court 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 Tendering Authority's action.

c) Notification of Award:

Prior to the expiration of the period of Bid validity, Tendering Authority will issue Purchase/ Supply order to the successful bidder in writing and same shall be presumed as award of Contract. The notification of award will constitute the formation of the Contract. The tenderer is to start the project of Scanning & Digitization within 30 days from the date of award of contract. The successful tenderer has to enter into a comprehensive agreement, as per **Annexure-G**, with the Registrar General, H.P. High Court, Shimla. Terms and Conditions specified in the Tender Document shall become the part and parcel of the Contract Document. The agreement shall be executed within 15 days of award of contract.

d) The Bid Security (EMD) may be forfeited:

If a bidder withdraws his bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or

In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within the specified duration.

7. PERFORMANCE BANK GUARANTEE

- a) The successful Bidder shall at its own expense submit within fifteen (15) days of the date of notice of award of the Contract or prior to signing of the Contract, whichever is earlier, an unconditional and irrevocable Performance Guarantee as per **Annexure-H** from a Nationalized or Scheduled Bank acceptable to the Tendering Authority, payable on demand, for the due performance and fulfillment of the Contract by the Bidder.
- b) The Performance Security will be for an amount of **Rs. 5,00,000/-**.
- c) The Performance Bank Guarantee shall be valid until the end of two months after the completion of the Contract with the successful Bidder. However, no interest shall be payable on the Performance Bank Guarantee.
- d) In the event of the Bidder being unable to service the Contract for whatever reason, Tendering Authority would invoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the High Court under the Contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to the High Court as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. The High Court shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. SUPPORT

- a) The vendor should fulfill following conditions during contract period:
 - i) Vendor would provide the help-desk support services through telephone/ e-mail where High Court can lodge its complaints.
 - ii) During contract period, any query/ complaint should be attended within maximum period of 1 working day..
- a) On completion of the Contract period, the Security Deposit without any interest accrued shall be released. If considered necessary, suitable amount

of penalty shall be recovered from the Vendor out of either already due payments or from their Performance Security Deposit while releasing the Performance Security Deposit.

10. FAILURE TO AGREE WITH THE TERMS & CONDITIONS OF THE BID/ CONTRACT

Failure of successful bidder to agree with the Terms and Conditions of the Bid/ Contract shall constitute sufficient grounds for the annulment of the award in which event; Tendering Authority may make the award to the next Best Value Bidder or call for new Bids.

11. PAYMENT TERMS AND CONDITIONS

The terms and conditions for making the payment shall be regulated as per **Rule 108 of the H.P.F.R, 2009**, an extract whereof is annexed as **Annexure-I**.

12. CORRUPT OR FRAUDULENT PRACTICES:

- a) The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
- b) The Tendering Authority will declare a Bidder ineligible, either indefinitely, or for a stated period of time, to be awarded a Contract if the Tendering Authority at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for or in executing a Contract.

13. INDEMNITY:

Bidder shall indemnify, protect and save the Tendering Authority against all claims, losses, cost damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the Hardware and Software supplied.

14. TERMINATION FOR INSOLVENCY: The Registrar General of this High Court, may at any time terminate the contract by giving written notice to the Vendor without compensation to the Vendor, if the qualified Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the High Court.

15. TERMINATION FOR CONVENIENCE: This High Court may, by written notice sent to the qualified vendor, terminate the contract, in whole or in part at any time for it's convenience. The notice of termination shall specify that termination is for High Court's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

16. Independent Status of Vendor – This section makes clear that Vendor is an independent contractor and neither Vendor nor Vendor's employees are the employees of this High Court. Because Vendor is an independent Contractor, this High Court is not required to pay employee's taxes such as worker's compensation. In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint

ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claim of right, privilege or benefit which would accrue to an employee.

17. Publicity – This section establishes that Vendor will not use any advertising, sales promotion, or other publicity materials in which this High Court's name is specifically mentioned, implied, or can be inferred without prior consent of its Registrar (General). The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Services by this High Court and shall not be so construed by Vendor in any advertising or other publicity materials.

18. Penalty: If Vendor does not provide the Services within the time schedule or in deficient manner, then Vendor shall pay an amount of 5% of total cost for which delay has been caused or 1% of total cost of the contract, whichever is higher to this High Court as fixed and agreed liquidated damages, in lieu of all other damages caused due to such delay or deficiency for each breach.

19. CONFIDENTIALITY: The vendor and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the High Court's business or operations with out the prior written consent of the Registrar (General) of this High Court.

20. OTHER CONDITIONS:

- Successful vendor will pay all applicable taxes/levies, if any, imposed on the services acquired in this tender. Vendor must pay all other taxes including, but not limited to, Service Tax, other taxes based on Vendor's income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property.
- All payments accrued on account of taxes, insurance, or other expenses for Vendor or Vendor's staff shall be Vendor's sole responsibility.
- Vendor shall refund to the Registrar General, High Court of Himachal Pradesh, the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' of written notice. If Vendor fails to make timely refund, this High Court may charge from Vendor one percent (1%) per month on the amount due, until paid in full.
- That the Vendor under no circumstances shall further sublet the task of providing of manpower to any third party/sub-contractor.
- All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitration of Shimla Jurisdiction only. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration & Conciliation Act 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Shimla.
- The Vendor/manpower deputed by the Vendor shall be responsible for return of the case files/ documents/ judicial record to this High Court

under acknowledgement in the same shape and condition in which it was taken and no document/ file/ order is soiled/ lost/ misplaced/ damaged in any manner.

21. In the event of termination of contract, this High Court shall be entitled to forthwith forfeit the amount of performance guarantee either full or in part apart from taking such legal remedies as are available under law. The firm shall thereupon return the judicial and other records, which are in its possession.

22. FORCE MAJEURE: Notwithstanding the provisions of the tender, this High Court or the vendor shall not be liable for delay or failure in performance under the contract if such delay or failure is the result of an event of Force Majeure.

- a) For purposes of this Clause, "Force Majeure" means an event beyond the control of this High Court or the vendor and not involving the vendor's fault or negligence not foreseeable.
- b) If a Force Majeure situation arises, the qualified vendor shall promptly notify this High Court in writing of such conditions and the cause thereof. Unless otherwise directed by this High Court in writing, the vendor shall continue to perform its obligations under the contract as far as reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. This High Court may terminate this contract, by giving a written notice of minimum 30 days to the vendor, if as a result of Force Majeure, the vendor is being unable to perform a material portion of the services for a period of more than 60 days.

SCOPE OF CONTRACT

DETAILED ROLES AND RESPONSIBILITIES

The Scanning work will be conducted by the vendor through its employees who should possess following minimum qualifications to ensure quality work:-

Minimum Qualification & Experience:

1. Matriculation from a recognized board/ university or equivalent.
2. 3/6 months basic diploma in Computer Applications.
3. At least Six months experience preferably in the process of Scanning or Digitization of Documents/ Images.
4. English Typing/ Data Entry speed @ 20 wpm in case of meta data entry work.

Roles & Responsibilities

The manpower deputed by vendor will be responsible for Scanning of record, Bookmarking of scanned record, Data Entry work, Scanning work, pre and post scanning work which includes tagging, un-tagging, pasting, aligning of documents, Quality Checking, closing and handling over the records to the record keeper and other such works required to perform during Scanning and Digitization processes.

The Vendor will be responsible for providing/installing computer hardware/ softwares/ networking required for commencing the Scanning & Digitization Project such as Computers, Scanners, Servers, Data Management Software, PDF file reader softwares etc. The Vendor will provide PDF editor software for performing operations such as sorting/adding/deleting/editing pdf files at any stage at the time of scanning or post scanning on later stages.

Vendor has to integrate the already scanned record into the Data Management System provided by the vendor.

The scanned record will be digitally signed by the verifier by using the ePass 2003 Class-2 Digital Signature Tokens. The bidder will provide the software for digitally signing the scanned record in windows/ubuntu operating systems.

Detailed Project Record (DPR)

Vendor is to submit the Detailed Project Report (DPR) along with the Technical Bid explaining the approach for implementing the Scanning & Digitization project. Number of total pages/record to be digitized in High Court of Himachal Pradesh will be approximately 2.5 to 3 crores. The paper size may vary i.e. A4, A3, Legar, Stamp, Maps, Charts etc. The Digitization project in High Court of Himachal Pradesh is desired to be accomplished in approximately 1-1.5 years, however the time may vary depending upon the actual volume of the record to be digitized.

The e-Bids submitted without any earnest money or after the last date, or not as per the requirement of this tender document, shall be liable to be summarily rejected and High Court reserves every right to select or reject any or all the tender(s)/bid(s) received, without assigning any reason, whatsoever. However, the Registrar General, may, in view of the facts and circumstances relax the technical criteria.

Encls: Annexures as above.

**By Order etc,
Registrar General
High Court of Himachal Pradesh
Shimla – 171 001.**

Endst. No. As above.

Dated: 16th October, 2020.

Copies forwarded to:

1. The System Analyst, NIC, HP High Court, Shimla, with a request to upload the above tender on the website of HP High Court, for larger publicity (**through email only**).
2. The Director, H.P. Judicial Academy, Ghandal, P.O. Shakrah, Tehsil Dhamsi, District Shimla-171011, with a request to upload the above tender on the website of H.P. Judicial Academy for larger publicity (**through email only**).
3. The Member Secretary, H.P. State Legal Services Authority, Block No. 22, SDA Complex, Kasumpti, Shimla-171009, with a request to upload the above tender on the website of H.P. State Legal Services Authority for larger publicity (**through email only**).

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Central Project Co-ordinator

Bid Documents Checklist

The bidder is required to submit following checklist and all the pages of the bid document are to be serially numbered. The bids without following checklist and/or un-numbered bids would be rejected straight away.

S. No.	Description	Compliance (Y/N)	Page No. in Bid Documents
1.	Details of the Tenderer (Annexure-A)		
2.	Checklist fulfillment of preconditions (Annexure-B)		
3.	Clean Track Declaration Record (Annexure-C)		
4.	Commercial Proposal Submission Form (Annexure-D)		
5.	Technical Bid(Annexure-E)		
6.	Letter for acceptance of all Terms and Conditions of Tender Document (Annexure-F)		
7.	ISO 9001:2015 Certificate and ISO/IEC 27001:2013 of bidder		
8.	Authorization letter of the person involved in the bidding process.		

Annexure A:**DETAILS OF TENDERER**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Particulars	Details
a)	Name of the Company	
b)	Mailing Address	
c)	Telephone No.	
d)	Fax No.	
e)	Turn-over of the Company for 2015-2016, 2016-2017 and 2017-2018.	
f)	Profit of the Company 2015-2016, 2016-2017 and 2017-2018.	
g)	Valid Income Tax Clearance Certificate	
h)	No. of Technical Personnel Employed	
i)	Particulars of any litigation pending in any Court or Judicial body, if any.	

Date:**Authorized Signatory:**

Annexure B:**Checklist Fulfillment of Preconditions**

Sr. No.	Precondition	Y/N	Documentary Proof Attached (Y/N)	Specify page no. of Documentary proof
1)	Whether vendor is a registered company. Copy of the Registration number of the firm with attested copies of Articles of Association (in case of Registered Company), Byelaws and certificates of registration (in case of registered co-operative society), partnership deed (in case of partnership firm) should be submitted. Proprietorship establishment need to submit PAN Card and other valid licenses/registration certificates.			
2)	Whether Vendor is in the business of Scanning or providing manpower in related areas since last 3 years.			
3)	Vendor must have its own office or service agent stationed in Himachal Pradesh. Certificate in this respect is to be attached.			
4)	The Vendor must have a turnover of Rs.3 Crores consolidated for the last three financial years and a certificate to this effect duly issued by a Chartered Accountant must be annexed.			
5)	The tenderer must be an income tax assessee for the last three financial years and copies of income tax returns for three financial years must be submitted.			

Date:**Authorized Signatory**

Annexure C: DECLARATION REGARDING CLEAN TRACK RECORD

Date: _____ Tender Reference No.: _____

To

**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

Subject: Declaration regarding clean track record of the firm / company / proprietorship concern.

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Document **No.HHC.1(5.Comp./HC/Digitization)/2015-II-**. I hereby declare that my company/firm/proprietorship concern has not been debarred/black listed by any Government/ Semi Government organization in India or abroad. I further certify that the competent authority in my company/firm/proprietorship concern has authorized me to make this declaration.

Yours Sincerely,

Name: _____

Designation: _____

Company/firm: _____

Proprietorship concern. _____

Address: _____

(Stamp & Signature)

Annexure-D: COMMERCIAL PROPOSAL SUBMISSION FORM (ON BIDDER'S LETTER HEAD)

Date: _____
Tender Document No.HHC.1(5.Comp./HC/Digitization)/2015-II-

To
**The Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla-171001.**

Sir,

We, the undersigned, offer for for conducting scanning work by scanning company/ manpower agency for digitization project in high court of Himachal Pradesh.

We have uploaded the Commercial bid in the format of Bill of Quantity (BOQ) sheet on the e-procurement website i.e. <https://hptenders.gov.in>

Cost quoted in BoQ includes Supply, Installation and Technical Support etc.

Our Financial Proposal shall be binding upon us upto expiration of the validity period of the proposal i.e. six months form the last date of submission of bids. We also understand you are not bound to accept any proposal you receive either from us or from any other person.

Methodology –

1. Our Bid shall be valid for a period of **180 days** i.e **six months** from the last date fixed for submission of the bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and on acceptance it shall remain binding on us till the conclusion of the entire project.
2. If our Bid is accepted, we commit to submit a performance bank guarantee to the tune of Rs.5,00,000/- in accordance with the Bidding Documents.
3. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal comprehensive contract is executed;
4. We also understand that you can reject any bid without assigning any reason.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Yours sincerely

Name.....

In the capacity of

Signed.....

Duly authorized to sign the Application for and on behalf of.....

Stamp /

Seal.....

Annexure -F: LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(Letter to the Registrar General, High Court of Himachal Pradesh, Shimla on the Tenderer's Letter Head.)

To,

The Registrar General,
High Court of Himachal Pradesh,
Shimla-171001.

Sir,

Sub:- Out Bid for _____.

With reference to our Bid, having examined and understood the instruction, terms and conditions forming part of the Bid, we hereby enclose our Offer as detailed in your above referred Tender Document.

We further confirm that the Offer is in conformity with the terms and conditions as mentioned in your above referred Tender Document and these shall also be the part of the Agreement at **Annexure-G**.

We also understand that the Registrar General, High Court of Himachal Pradesh, Shimla, is not bound to accept the Offer either in part or in full and the Registrar General, High Court of Himachal Pradesh, Shimla, has right to reject the Offer in full or in part without assigning any reasons whatsoever.

Yours Faithfully,

Authorized Signatories,
(Name & Designation, Seal of the Firm)

Date: _____

6. Upon determination of this Agreement, the deposit of Performance Security shall be returned to Tenderer but without interest and after deducting therefrom any sum due by Tenderer to the Purchaser under the terms and conditions of this Agreement.
7. That in addition, the Tenderer shall abide by all the terms and conditions set forth in the Tender Document.
8. That in case of any dispute or difference, it shall be referred to the Arbitrator, as shall be nominated by Hon'ble the Chief Justice, High Court of Himachal Pradesh, in accordance with the provisions of the Indian Arbitration Act, 1996 and the rules framed thereunder.
9. All legal disputes are subject to the jurisdiction of Shimla Courts only, preceded by Arbitration.

**FOR AND ON BEHALF OF
PURCHASER**

SIGNATURES:
NAME:
DESIGNATION:
DATE:

WITNESSES:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

**FOR AND ON BEHALF OF
TENDERER**

SIGNATURES:
NAME:
DESIGNATION:
DATE:

IN THE PRESENCE OF

SIGNATURES:
NAME:
DESIGNATION:
DATE:

Annexure-H: PERFORMANCE SECURITY FORM

To,
Registrar General,
High Court of Himachal Pradesh,
Ravenswood, Shimla – 171001.

WHEREAS _____ (Name of Tenderer) has undertaken the Contract, as per Tender No. _____ dated _____ to supply _____ (Description of goods and Services) hereinafter called "the Contract".

(Guarantee shall be restricted to an amount not exceeding INR _____).

1. In consideration of **the Himachal Pradesh High Court** (hereinafter called "HPHC") having agreed to exempt M/S _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of Tender No. _____ issued by the High Court of Himachal Pradesh for purchase of _____ for _____ from security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Tender of a Bank Guarantee for _____ on demand.
2. We _____ (Bank Name) a company incorporated under the Companies Act, 1956 and a banking company within the meaning of Banking Regulation Act, 1949 and having Registered Office at _____ and one of its branches at _____ do hereby undertake to pay INR _____, the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the HPHC. Any such demand made on the Bank by the HPHC shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the HPHC and we _____, bound ourselves with all the directions given by HPHC regarding this bank guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We _____ undertake to pay to the HPHC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We _____, further agree that the performance guarantee herein contained shall remain in full force and effective up to ___/___/___ and that it shall continue to be enforceable for above specified period till all the dues of HPHC under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the HPHC certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We _____, further agree with the HPHC that the HPHC shall have the fullest liberty without our consent and without affecting in any manner our

obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the HPHC against the said contractor(s) and to forbear or enforce any of the conditions of tender document for selection of the vendor for purchase of _____ for _____ and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part the HPHC or any indulgence by the HPHC to the said contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us _____(Bank Name) under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We _____, lastly undertake not to revoke this guarantee except with the prior consent of the HPHC in writing.
8. This performance guarantee shall remain in valid and in full effect until it is decided to be discharged by the HPHC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to INR_____.
9. It shall not be necessary for the HPHC to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the HPHC may have obtained or obtain from the contractor.
10. We _____, verify that we have a branch at _____. We undertake that this Bank Guarantee shall be payable at _____. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has /have full power(s) to execute this guarantee for the management delegation issued by the bank.

- 108. Advance or On Account payment to supplier.** - (1) Payment for services rendered or supplies made shall be released only after the services have been rendered or supplies made; provided that Advance or On Account payments may be made in the following cases, namely: -
- (a) to the contractors executing maintenance contracts for servicing of machinery and electronic equipments; and
 - (b) to the contractors executing fabrication contracts, or turn-key contracts.
- (2) Where it is essential to make advance payment under sub-rule (1), the amount shall not exceed the following limits, namely: -
- (a) thirty percent of the contract value to the private contractors; and
 - (b) forty percent of the contract value to a State or Central Government Organization or a Public Sector Undertaking;
- (3) Pro-rata on account payment upto 80% of the supplies made or service rendered may be made pending completion of contract, after assessing the same.
- (4) The Government may relax, the ceilings (including percentage laid down for advance payment) mentioned under sub-rules (2) and (3). While making any advance payment, adequate safeguards in the form of bank guarantee shall be obtained from the contractor.
- (5) Part payment to contractors may be released after he dispatches the goods from his premises depending upon the terms and conditions of the contract.