



## **Request for Proposal (RFP)**

**For**

**SELECTION OF A CONSULTING FIRM FOR PLANNING DEPARTMENT IN THE  
STATE OF HIMACHAL PRADESH**

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**Tender Ref. No: PLG(PI)1-42/2024-I-Loose  
Planning Department  
HP Secretariat  
Shimla 171002  
Tel: 0177-2620977  
EMAIL: - ppo-plg-hp@nic.in**

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<b>Section 1: Tender Notice</b>		
1.	Tender Inviting Authority Designation and Address	Adviser (Planning), Planning Department, HP Secretariat, Shimla 171002
2.	Name of the Work	<b>Selection of a consulting firm for the Planning Department in the State of Himachal Pradesh for asset monetization and financial management of properties across the state.</b>
	Tender reference number	PLG(PI)1-42/2024-I-Loose
3.	Tender Document Availability	The e-bid document shall be available on website of Planning Department <a href="https://planning.hp.gov.in">https://planning.hp.gov.in</a> on <b>21/04/2025 at 1700 hours</b> . Interested bidders may download the e-bid document from there.
4.	Tender Fee	INR 2,000/- can be submitted Demand Draft of only Nationalized/ Scheduled Banks, drawn in favor of "Adviser, Planning Department, HP Secretariat, Shimla 171002" payable at Shimla. <b>Bank details for online transfer:</b> State Bank of India, Shimla East, 171002 Bank A/C No. 65164427374 IFSC: SBIN0050204
5.	Earnest Money Deposit (EMD)	INR 2,00,000/- (Rupees Two lacs only) can be submitted in the form of Demand Draft of only Nationalized/ Scheduled Banks, drawn in favor of ""Adviser, Planning Department, HP Secretariat, Shimla 171002" payable at Shimla." payable at Shimla. <b>Bank details for online transfer:</b> State Bank of India, Shimla East, 171002 Bank A/C No. 65164427374 IFSC: SBIN0050204 <b>Bank details for online transfer:</b> State Bank of India, Shimla East, 171002 Bank A/C No. 65164427374 IFSC: SBIN0050204 <b>Bank details for online transfer:</b> State Bank of India, Shimla East, 171002 Bank A/C No. 65164427374 IFSC: SBIN0050204
6.	Pre-bid queries	To be submitted at <a href="mailto:ppo-plg-hp@nic.in">ppo-plg-hp@nic.in</a> by <b>28/04/2025</b>
7.	Due Date, Time, and Place of submission of Tender	<b>12/05/2025 at 1500 hours</b> A printed copy of the bids needs to be submitted at Planning Department, HP Secretariat, Shimla 171002
8.	Due Date, Time, and Place of Tender opening	<b>15/05/2025 at 1500 hours</b> Venue: Planning Department, HP Secretariat, Shimla, HP 171013
9.	Financial bid opening	To be informed at a later date to technically qualified bidders
	i.	Eligibility Criteria: Please refer to the Request for Proposal.
	ii.	Tenders received after due date and time will be summarily rejected.
	iii.	Contact Phone No. 0177-220977

## **Section 2: Terms and Conditions**

<b>Sr. No.</b>	<b>Terms</b>	<b>Definition</b>
1.	Department	Planning Department
2.	Consulting Firm	The consulting firm shall be the Bidder which shall be selected through the e-tender process for Planning Department, Himachal Pradesh
3.	e-Bid	Technical proposal and the financial proposal submitted by the Bidder
4.	The Contract	The agreement entered between the Planning Department, GoHP and the selected Agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein
5.	Bidder	The entity submitting a bid as a response to this RFP. The Bidder shall mean an Individual Company registered under the Companies Act 1956 or Partnership Act 1932 or LLP act 2008 in the business of Advisory, operations, and related services.

## **Abbreviations and Definitions**

<b>Sr. No.</b>	<b>Abbreviation</b>	<b>Description</b>
1.	B.E.	Bachelor's in Engineering
2.	B. tech	Bachelor of Technology
3.	GoHP	Government of Himachal Pradesh
4.	GST	Goods and Services Tax
5.	HP	Himachal Pradesh
6.	MBA	Master of Business Administration
7.	RFP	Request for Proposal
8.	PPP	Public-Private Partnership
9.	VGF	Viability of Gap Funding

## **Section 3: Invitation of Bids**

The Planning Department, GoHP invites bids (vide e-Bid Reference no PLG(PI)1-42/2024-I-Loose for “**Selection of a consulting firm for the Planning Department in the state of Himachal Pradesh for asset monetization and financial management of properties across the state.**”. The objective of the selection of an Agency is to allot work related to asset monetization and financial management for infra projects.

The Bidder(s) are advised to study the RFP carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. This section provides general information about issuer, important dates, addresses and the overall qualification criteria for the Bidders.

### **3.1 Issuer**

Department of Planning, GoHP has decided to select an Agency as Advisor Planning Department, Himachal Pradesh. The scope of work and requirements for this project are specified in this RFP.

### **3.2 Issuer of the RFP**

Adviser,  
Department of Planning,  
HP Secretariat, Shimla, HP 17002  
Phone: 0177-2621698; E-mail: [ppo-plg-hp@nic.in](mailto:ppo-plg-hp@nic.in)

Any proposal received by the Planning Department, GOHP after the deadline for submission of proposals mentioned in the Key Events & Dates under **Section-1** will be rejected by the e-tender portal. Planning Department, GoHP shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

### **3.3 e-Bid Submission & Correspondence**

The Bid document is available on website of planning department <https://planning.hp.gov.in>. Interested Bidders may download the bid document, corrigendum, and clarifications from there.

The Bids shall be submitted the hard copies of Technical and Financial bid, as per date and time mentioned in Section 1.

### **3.4 About the RFP Document**

- a. This RFP provides information regarding the Project, Scope of Work, Technical requirements, and other related information to the prospective Bidder(s).
- b. The RFP details the general terms & conditions with respect to the Bid process management to be adopted for the proposed project.
- c. The RFP contains the 'Agreement' template outlining the contractual and legal terms & conditions applicable for the proposed engagement.

- d. The Planning Department, Himachal Pradesh, seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other assignments.

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents may result in rejection of the proposal.



## **Section 4: Introduction and Project Detail**

### **4.1 About the Department**

In order to provide secretarial services to formulate the Five-Year Plans and Annual Plans and their follow-up programmes on scientific lines, the Planning Commission, Government of India had set up a State Planning Machinery in Himachal Pradesh during 1972-73. Gradually, it emerged as a full-fledged department. At present, the State Planning Department has been mandated to formulate Annual Plans, determine the State Plan priorities, fixing plan size, earmarking of funds for various schemes, etc. The other activities consist of Project Appraisal of Externally Aided Projects, Implementations of scheme under RIDF funded by NABARD, Monitoring of Plan Schemes, Decentralization of Planning process, Evaluation of Schemes, Manpower Planning, Implementation of Backward Area Development Programme, Review of 20 - Point Programme.

### **4.2 Objective of the Project**

Planning Department, Government of Himachal Pradesh, seek assistance for work related to asset monetization aimed at sustainability and enhancing revenue for the State.

The Government of Himachal Pradesh is holding encumbrance-free lands, which are suitable for development of residential or commercial projects, at prime locations throughout the State. In addition, there are few projects owned and developed by state Government, which are under-utilized as per existing demand potential. These assets once monetized are expected to generate sustainable revenue for the State. These assets in the form of land and properties may attract reputed developers for developing signature projects in the State, thereby optimally utilizing these properties, enhance the revenue potential for the State.

### **4.3 Scope of Services**

The Successful Bidder shall provide advisory services and assistance to the Authority in selection of a competent private sector players for the development of the properties in Himachal Pradesh. Planning department will act as the nodal agency and primary authority overseeing this initiative, facilitating a structured pathway for the PPP cell to advance PPP-driven infrastructure development across the state. Authority would undertake the process in 2 Phases.

The Scope of Services required to be conducted for respective properties are as follows:

#### **Phase I:**

##### **A. Identification and shortlisting of assets**

- i. The properties are spread across the State and are under multiple other departments such as Tourism, transportation, housing etc. and therefore, the consultant would interact with these departments to undertake an assessment of the assets.

- ii. Consultant will develop a prioritization matrix based on certain parameters in consultation with the department to prioritize the assets.
- iii. The final shortlisting properties should be approved by the government.

## **B. Feasibility Study reports**

- i. Undertake a prefeasibility study including site analysis to ascertain the financial & technical viability of the project.
- ii. Undertake pre-feasibility study of the shortlisted properties.

## **Phase II**

### **C. Techno-financial feasibility**

- i. Sites, which seem feasible at pre-feasibility stage, will be undertaken for techno-financial feasibility including financial model, project structuring etc.
- ii. Evaluation of the strategic objectives of the Authority in relation to the Project and advising on the commercials with reference to Applicable Laws.
- iii. Collection, compilation, and analysis of relevant financial data relating to all costs and revenues.
- iv. Review of cost estimates contained in the Feasibility Report
- v. Prepare a reasonable estimation of the likely revenues.
- vi. Assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner
- vii. Identification and quantification of estimated financial impact of the Project on government resources.
- viii. Development of various possible alternatives for revenue maximization, and preparation of Revenue Model for the Project.
- ix. Preparation of a consolidated list of approvals/consents/clearances required from Government Authorities.
- x. To explore options to secure funds from Central government under schemes and incentives present across various categories. Also, to provide support to secure Viability Gap Funding (VGF) to ensure project viability.

### **D. Bid Process Management**

- i. Assist in the preparation of Bid documents.
- ii. Undertaking the entire bid process including collecting and replying to bid-related queries by potential applicants and helping on-board the operator.
- iii. Additionally, if required, undertake any related study, or constitute a PPP related Project Monitoring Unit.

## Section 5: Eligibility Criteria

1. The RFP intends to consider only those organizations that have the requisite capability and competency, in terms of technical strengths, expertise in service sector, experience of carrying out similar projects and financial stability to address the requirements of this project -and to provide the proposed services.
2. Keeping this requirement in mind, eligibility criteria have been formulated to select the service organizations/companies who have the requisite experience, competence, and financial strength.
3. Eligibility Criteria will be used for assessing the capability and competence of the bidders.
4. The bids of only those bidders who meet the eligibility criteria will be evaluated further.
5. The technical and financial bids will not be considered for evaluation for those bidders who fail to meet eligibility criteria.
6. The following criteria are prescribed as eligibility criteria for bidders interested in undertaking the proposed project. Over and above the eligibility conditions, the bidder must also possess the technical know-how and financial wherewithal that would be required to successfully provide the services sought by the Planning Department, GoHP for the entire period of the contract.
7. **Eligibility Criteria:**

Sr. No.	Criteria	Supporting Document
1	Bidder should be empaneled with Department of Economic Affairs, Ministry of Finance, Government of India Transaction Advisors (TAs) firm for PPP Projects/ NICSI.	Department of Economic Affairs, Ministry of Finance, Government of India letter of empanelment/ NICSI empanelment letter.
2	The Bidder should have minimum average annual Turnover of INR 500 Crores in the last three financial years (FY 21-22, FY 22-23 and FY 23-24)	Statutory Auditor Certificate or Certificate from the Company Secretary/ Chartered Accountant of the Bidder clearly specifying the Annual and average turnover for the specified years.
4	The Bidder should have positive Net Worth in the last three financial years (FY 21-22, FY 22-23 and FY 23-24)	Statutory Auditor Certificate or Certificate from the Company Secretary/ Chartered Accountant of the Bidder clearly specifying Net Worth for the specified years.
5	The Bidder should not have been blacklisted by any of the Ministry/ Department of Government of India/ State Governments and neither convicted nor	Self-Declaration as per format given in the Annexure.

<b>Sr. No.</b>	<b>Criteria</b>	<b>Supporting Document</b>
	any criminal case is pending against it before any court of competent jurisdiction	
6	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by Competent Authority to sign the Bid and the Contract/ Agreement on their behalf	Power of Attorney, as per format given in the Annexure.
7	The consulting firm should have undertaken transaction advisory services for projects in at least 5 sectors to showcase their experience across sectors in the last 5 years.	Work order/ LoA/ Completion Certificate. Project credentials as per format given in the Annexure.

Any bid failing to meet any of the above stated qualifications criteria shall be summarily rejected and will not be considered for further evaluation.

**Change in Qualification Criteria**

If there is a change in the status of the Bidder with reference to any of the qualification criteria specified above, during the bid process till the award of the project, the Bidder should immediately bring the same to the notice of Planning Department, GOHP.

## Section 6: Team Composition

### 6.1 Key Personnel for the Project

Sr. No.	Key Personnel	Educational Professional	Min. Professional Experience	Experience in Eligible Assignments
1.	Team Leader	M. Tech and MBA	12 Years	He/ She should have led the team for asset monetization/ transaction advisory for at least 5 (five) projects.
2.	Procurement Expert	MBA or equivalent	12 Years	He/ She should have undertaken procurement related projects.
3.	Consultant 1	Graduate in Civil Engineering	6 Years	He/she should have worked in at least two (2) infra project.
4.	Consultant 2	Graduate in Urban Planner/ Architecture or equivalent	6 Years	He/she should have worked in at least two (2) infra project.
5.	Finance Expert	Post Graduation in Finance/ Economics/ Business Economics or equivalent	4 Years	He/she should have worked as PPP expert in at least two (2) PPP project.

The team composition for any assignment proposed by the department should be as mentioned above. The particulars of the personnel should be reproduced in Annexures.

## **Section 7: Evaluation of Financial & Technical Proposal**

### **7.1 Bid Opening Session**

The bids will be opened on the specified date, time and address in the presence of bidders' representatives attending the Bid opening sessions. In the event of the specified date of bid opening being declared a holiday for the Planning Department, the Bids shall be opened at the same time and location on the next working day. The Planning Department will go ahead with the bid opening, even if the authorized representatives of the bidders abstain from these bid opening sessions.

Opening of Financial Proposal – The financial bids of only those bidders who have scored equal, or more than the threshold points as prescribed in the Technical Evaluation process will be opened.

### **7.2 Proposal Evaluation Process**

1. Proposals will be evaluated by the Tender Committee (TC) appointed by the Planning Department.
2. The Planning Department has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/ evaluation process.
3. The Planning Department has the right to share the contents of the proposals or bids with the experts or consultants appointed for the purpose of evaluation of the bids, as the case may be.
4. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals, or any additional information provided by the bidders against specific requests for clarifications requested by the Planning Department during the evaluation process.
5. During the time of the evaluation of the technical bid or/and Financial Bids, the Planning Department may seek clarifications from the bidder on specific items in the bids submitted by them. All such clarifications will be sent to the contact persons indicated in the proposal either by email or mail.
6. The primary role of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. The clarifications provide the opportunity for the Planning Department to state its requirements clearly and for the bidder to state its proposal more clearly.
7. The bidder has the option to respond or not respond to these queries. If the bidder fails to respond within the stipulated time, the Planning Department has the right to make assumptions on the Technical or/and Financial Bids submitted by the bidder and if such assumptions lead to disqualification of the Technical or/and Financial Bids, the Planning Department is not accountable for these omissions.

8. All the responses to the clarifications will be part of the Technical Proposal of the respective bidders, and if the clarifications are in variance with the earlier information in the proposal, the information provided in later stages will be part of the contract for implementation between bidder and the Planning Department.
9. Evaluation of the bids will be made in the following sequence and as per the Checklist given in the Section B of this RFP:
10. Scrutiny of Tender fee & EMD and adherence to general guidelines
11. Evaluation of Qualification/ Eligibility
12. Evaluation of CVs
13. Opening of Financial proposal

### **7.3 Disqualifications**

The Planning Department, GoHP may at its sole discretion and at any time during the evaluation of Proposals, disqualify any Bidder, if the Bidder has:

- a. Made any misleading or false representations in the forms, statements and attachments submitted in its bid.
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- c. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- d. Failed to provide clarifications related thereto, when sought.
- e. Submitted more than one Proposal (directly/in-directly)
- f. Not meeting the eligibility criteria
- g. Declared ineligible by the Government of India/ State/ UT Government for corrupt and fraudulent practices or blacklisted.
- h. Submitted a proposal with price adjustment/variation provision.
- i. Not submitted as specified in the RFP documents.
- j. Not submitted the Letter of Authorization (Power of Attorney).
- k. Suppressed any details related to bid.
- l. Submitted incomplete information, subjective, conditional offers and partial offers.
- m. Not submitted documents as requested in the checklists/ RFP.
- n. Team leader marks are less than equal to seventy per cent of the allocated marks.
- o. Combined marks of two junior resources is less than equal to seventy per cent of the allocated marks.
- p. Any non-adherence/ non-compliance to applicable RFP content.

## 7.4 Evaluation of Technical Bids

1. The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria.
2. Bidders shall be invited to make a presentation to the Evaluation Committee as per technical evaluation criteria.
3. Consequent upon the evaluation as per technical evaluation criteria, each technical bid will be assigned a Technical Score out of a maximum of 100 points. Bidders who score 80% or more will qualify for the evaluation of their commercial bid.

## 7.5 Technical Evaluation

The Technical Bid will be examined by the evaluation committee on the basis of responsiveness to the scope of work, applying the broad evaluation criteria and points system specified below. The Technical Evaluation Committee, at its sole discretion, would evolve a further benchmark scoring pattern within the allocated marks for each line item indicated in the table below.

Sr. No	Criteria	Max Marks	Criteria	Marks
<b>Technical Presentation (Total Marks = 40):</b>				
<b>A</b>	Proposed Solution Requirements addressed as mentioned in different parts of the RFP and the quality of the solution	40	Evaluation Committee will evaluate whether all the points/ requirements mentioned in the RFP are addressed well and award points accordingly, the important parameters being: <ul style="list-style-type: none"> <li>▪ Understanding of the Project – 10 marks</li> <li>▪ Approach &amp; methodology of the work – 25 marks</li> <li>▪ Workplan – 5 marks</li> </ul>	40
<b>Adequacy and Quality of Resources proposed for Deployment (Total Marks = 60):</b>				
<b>B</b>	<b>Team Leader</b>	<b>15</b>		
	<ul style="list-style-type: none"> <li>▪ Qualification: M. Tech. and MBA</li> </ul>	3	Should have M. tech degree in Infrastructure planning or equivalent and business management degree	3



Sr. No	Criteria	Max Marks	Criteria	Marks
	<ul style="list-style-type: none"> <li>▪ Minimum 12 years of relevant experience in consulting.</li> <li>▪ Should have led the team for asset monetization/ transaction advisory of at least 5 (five) Eligible Assignments.</li> </ul>	8	Experience more than 15 years	8
			Experience more than 12 years up to 15 years	6
	<ul style="list-style-type: none"> <li>▪ Relevant Assignments</li> </ul>	4	More than 5 assignments	4
			5 assignments	3
<b>C</b>	<b>Consultant- 1</b>	<b>12</b>		
	Graduate in Civil Engineering/ Architecture or equivalent with 6 years of relevant experience. Should have worked as sector expert in at least two (2) infra project.	8	Experience more than 8 years	8
			Experience more than 6 years up to 8 years	6
	Relevant Assignments	4	More than 2 Infra Projects	4
			2 Infra Projects	3
<b>D</b>	<b>Consultant- 2</b>	<b>12</b>		
	Graduate in Planning or equivalent with 6 years of relevant experience. Should have worked as sector expert in at least two (2) infra project.	8	Experience more than 8 years	8
			Experience more than 6 years up to 8 years	6
	Relevant Assignments	4	More than 2 Infra Projects	4
			2 Infra Projects	3
<b>E</b>	<b>Finance Expert</b>	<b>9</b>		
	<ul style="list-style-type: none"> <li>▪ Post Graduation in Finance/ Economics/ Business Economics or equivalent with 4 years of relevant experience. Should have worked should have worked as</li> </ul>	6	Experience more than 6 years	6
			Experience more than 4 years up to 6 years	3

Sr. No	Criteria	Max Marks	Criteria	Marks
	PPP expert in at least two (4) PPP project.			
	Relevant Assignments	3	More than 4 PPP project	3
			4 PPP project	1
<b>G</b>	<b>Procurement expert</b>	<b>12</b>		
	<ul style="list-style-type: none"> <li>▪ MBA or equivalent with 12 years of experience.</li> </ul>	8	Experience more than 15 years	8
			Experience more than 12 years up to 15 years	5
	<ul style="list-style-type: none"> <li>▪ Experience of working in Himachal Pradesh (HP)</li> </ul>	2	Should have worked on projects in HP	2
	<ul style="list-style-type: none"> <li>▪ Procurement projects</li> </ul>	2	Should have worked on procurement projects	2

**Note:** Only those bidders whose absolute technical score is 80 or more shall be considered for further financial evaluation by Tender Committee

## 7.6 Financial Bid Opening

The financial bids of only those bidders who meet the technical criteria will be considered for financial evaluation. The Financial Bids will be opened by the Tender Committee [TC] appointed by the Planning Department, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign an attendance sheet evincing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting.

## 7.7 Final Score Evaluation

1. Final evaluation shall be done on "Quality & Cost Based Selection" method (QCBS).
2. A composite score shall be calculated for technically qualified bids only. The weightage for the composite evaluation shall be awarded as below: -

- a. Technical – 80%
  - b. Commercial – 20%
3. For comparison of the combined Technical and Financial Score of all bidders, the following formula will be used:

$$\text{Final Score (FS)} = (\text{T}(\text{bid}) / \text{HS} \times 80) + (\text{LP} / \text{P}(\text{bid}) \times 20)$$

Where:

**LP** is the lowest price offer,

**P(bid)** is the financial offer of the bidder being evaluated,

**HS** being the highest Technical Score (**TS**) among all the bidders, and

**T(bid)** being the Technical Score (**TS**) of the bidder being evaluated.

- The Bidder getting the highest total score shall be declared as the Preferred Bidder or Rank 1(R1) Bidder for the Project
- In the event that two or more Bidders achieve the same total score (the "Tie Bidders") for the Project, the Planning Department, GoHP may:
  - adjudicate the bidder securing the highest technical score as the "Best responsive bid" for award of the Project.

OR

- invite fresh Financial Proposals from the Tie Bidders provided that the Bidders will not be allowed to quote higher than the amounts already quoted.

OR

- in its sole discretion, may annul the Bidding Process

## **7.8 Negotiation**

There would be no post RFP negotiations. However, negotiations may hold with R1 bidder under exceptional circumstances.

## **7.9 Correction of Errors**

1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections to the quoted price will be entertained after the proposals are opened. All corrections, if any, should be performed before submission, failing which the figures for such items may not be considered.
2. Arithmetic errors in proposals will be corrected as follows:

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the overall proposal price shall govern.

## **7.10 Notification of Award and signing the contract**

1. The Planning Department, GoHP will award the contract to the successful bidder whose cumulative score is calculated as highest during the proceedings of the Bid Final score evaluation as per R1 method stated above.
2. Prior to the expiration of the bid validity period, Planning Department will notify through a “Letter of Intent”, to the successful bidder in writing or by facsimile or email, that their proposal has been accepted and under consideration for signing a contract.
3. The successful bidder who has been issued with a letter of intent is expected to furnish a Performance Bank Guarantee (PBG) for an amount equal to 3% of the contract value. This Performance Bank Guarantee has to be from any Nationalized/ Scheduled bank.
4. The contract between the successful bidder and the Planning Department will come into force only upon the bidder furnishing the Performance Bank Guarantee in 30 days and the Planning Department signing the contract with the successful bidder.
5. If the successful bidder fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, the Planning Department has the right to withdraw the notification of award and next qualified bidder shall be awarded the project or go for retendering. The decision of the Planning Department shall be final in this regard.
6. If the successful bidder tries to alter the Financial Proposal or the Technical Proposals, with something which were not part of the proposals and which are in variance with the basic spirit and letters of the proposals, while signing the contract, Planning Department has the right to withdraw the notification of award and the bidder will forgo the EMD furnished during the bidding process.
7. Failure of the successful bidder to agree with the Terms and Conditions of the RFP, the terms as put forward by Planning Department and/or the failure to present the Performance Bank Guarantee within the stipulated period and/or non-fulfilment of the condition of executing a contract by the successful bidder shall constitute sufficient grounds for the annulment of the award, and forfeiture of EMD. In such an event the Planning Department may award the contract to the next best value bidder or call for new proposals
8. Expenses for the Contract-The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

## **7.11 Performance Bank Guarantee**

- The successful bidder shall at its own expense deposit with the Planning Department, within thirty (30) working days of the date of notice of the award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank payable on demand, for the due performance and fulfillment of the contract by the bidder. The format of PBG is given at Form-3 of this document.
- The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- This Performance Bank Guarantee will be for an amount 3% of the Gross Bid Value quoted. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- The performance bank guarantee shall be valid till the end of six months after the period of end of contract.
- The PBG shall be valid till the end of six months after the period of end of the contract.
- The Performance Bank Guarantee may be discharged / returned by the client upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the bidder being unable to service the contract for whatever reason, the Client would invoke the PBG. The Client 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.

## **7.12 Earnest Money**

1. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lacs only) as part of its bid. Any bid, submitted without EMD or with the lesser bid amount, will be rejected being non-responsive.
2. The Earnest Money Deposit (EMD) is required to protect the Purchaser against the risk of Bidder's conduct which may require forfeiture of security pursuant.
3. EMD shall be in the shape of bank draft issued by a scheduled commercial/nationalized bank in favor of "Adviser, Planning Department" Payable at Shimla. It can also be deposited online.
4. Any Bid not secured in accordance with it will be rejected by the Planning Department.
5. Unsuccessful Bidders' EMD will be refunded as promptly as possible.
6. The successful Bidder's EMD will be discharged upon the Bidders executing the contract and furnishing the performance security in accordance.
7. No interest will be payable by the Planning Department on the above-mentioned EMD.
8. The EMD may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder and required by the Planning Department.
- b. During the tendering process, if a Bidder indulges in any such activity as would jeopardize the tender process. The decision of the Planning Department regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.
- c. In the case of a successful Bidder, if the Bidder fails,
  - i. To sign the contract, and
  - ii. To furnish Performance Security.

### **7.13 Arbitration**

- a. All the disputes and/or differences arising out of this agreement shall in the first instance be settled amicably. In the event such amicable settlement is not reached then such unresolved dispute shall be settled through arbitration as provided herein.
- b. Any dispute or differences whatsoever arising between the parties to the agreement, out of or relating to the consideration, meaning, scope, operations or effect of the contract or the validity of the breach thereof shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- c. The arbitration shall be conducted at Shimla or mutually agreed place.
- d. During the period of arbitration there shall be no suspension of the agreement.
- e. The cost of arbitration shall be shared equally by both the parties.
- f. The agreement shall be governed by Indian Laws and competent courts in Himachal Pradesh shall have exclusive jurisdiction.

### **7.14 Authentication of Bid**

The Bid shall be typed in indelible ink. It shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid shall be initiated and stamped by the person or persons signing the Bid.

### **7.15 Validation of interlineations in Bid**

The Bid shall contain no interlineations, measures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

## **7.16 Tender Documents**

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

## **7.17 Bid Currencies**

- Prices shall be quoted in Indian Rupees.
- The contract price shall be paid in Indian Rupees.

## **7.18 Bid Validity Period**

For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening. A bid valid for a shorter period may be rejected by the Purchaser as being non-responsive. During the period of validity of Bids, the rates quoted shall not change. However, in case of general fall in prices of a product in the IT Industry before dispatch of goods, such a reduction shall be passed on to the Purchaser after mutual negotiations.

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

## **7.19 Non-Conforming Proposals**

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Without limiting generality of the foregoing, the failure to comply with the technical requirements, and acknowledgment of receipt of amendments, will be causes for holding proposals non-conforming.

## **7.20 Late bids**

- a. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained and will be rejected without opening.
- b. Planning Department, GOHP may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by publishing on the website.
- c. Obligations of the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **7.21 Conflict of Interest**

The bidder shall furnish an affirmative statement as to the absence of actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with GoHP. Additionally, such disclosure shall address any and all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

## **7.22 Disqualification of Bids/ Proposals**

The proposal submitted by the bidder is liable to be disqualified under the following cases. Each of the conditions laid down here are equally important, as indicated by the consequence of the violation of the condition, which is disqualification of the entire proposal of the bidder.

### **7.22.1 Violation of the technical process**

- a. Financial Proposal is submitted along with the technical proposal.
- b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the financial aspects of the proposal are either fully or partially enclosed or are part of the Technical Proposal
- c. Bidders may specifically note that while processing the Bid documents, if it comes to Planning Department, GOHP's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this contract.
- d. In case any one party submits multiple Bids, the bidders are likely to be disqualified, unless additional Bids are withdrawn.
- e. Declaration that Bidder is neither convicted nor criminal case is pending against it before any court of competent jurisdiction.

### **7.22.2 Non-compliance with the conditions of the bidding process**

- a. The Bid documents are not signed, stamped, and submitted as per guidelines of the RFP.
- b. The required Tender Fee & EMD has not been paid as per the guidelines.
- c. The Bid validity period is shorter than the required period.
- d. The Bid is not submitted in accordance with this document.
- e. During validity of the Bid, or its extended period, if any, the bidder increases its quoted prices.
- f. The bidder qualifies the Bid with its own conditions which contradicts the terms and conditions of the RFP or the draft contract.
- g. Bid is received in incomplete form.
- h. Bid is not accompanied by all requisite documents duly signed and stamped.



### **7.22.3 Non-responsive Content of the proposal**

- a. Information submitted in the technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- b. The deliverables as given in the technical solution should be in consonance with the Financial Proposal. Any deviations in the final deliverables between Technical and Financial proposals shall make the Bid unresponsive and may lead to disqualification of the Bid.

### **7.22.4 Inability to respond in accordance with the bidding guidelines**

Bidder fails to deposit the Performance Bank Guarantee or fails to enter into a contract within 15 days of the date of notice of award of contract or within such an extended period, as may be specified by the Planning Department, GOHP.

### **7.22.5 Fraudulent and Corrupt Practice**

Bidder tries to influence the proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process Defines, for the purposes of this provision, the terms set forth below as follows:

- a. "corrupt" practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. "fraudulent" practice means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Planning Department, GOHP, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Planning Department, GOHP of the benefits of free and open competition.
- c. "Unfair trade" practices mean supply of goods (computer hardware, software, printers, networking equipment, etc.) or services different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Planning Department, GOHP
- d. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, inclusive of cartelization wherein rival companies cooperate for their mutual benefit for gaining an unfair market advantage.

### **7.22.6 Consequences of disqualification**

- a. If a bid or a proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
- b. If the proposal/bid is disqualified, it will not be processed further and the same will be communicated to the bidder through email/fax. No further correspondence from the bidder with Planning Department, GOHP will be entertained.
- c. Documents submitted as a part of the proposal, and which have not been opened, will be returned to the bidder.
- d. Documents submitted as a part of the proposal, and which have been opened at the time of disqualification, will not be returned to the bidder.

### **7.23 Blacklisting**

If the disqualification is for the reasons of fraudulent or corrupt practice, GoHP has the right to initiate action to blacklist the bidder as per the provisions of the relevant acts/rules.

### **7.24 Correspondence**

All correspondence shall be done directly with the bidder and correspondence through Agents will not be entertained.

### **7.25 Arithmetic Discrepancy**

If there is an arithmetic discrepancy in the financial bid, the Planning Department, GOHP may rectify the same.

## Section 8: Deliverables, Timelines and Payment Schedule

### 1.1 Payment Schedule

The payment schedule for the Planning Department, Himachal Pradesh is as per the below mentioned table:

S. No.	Phase and Deliverable	Timelines	Payment
<b>1.</b>	<b>Phase I – Start date as T</b>		
i.	Identification and shortlisting of assets	T + 45 days	25%
ii.	Pre-feasibility report (Top 2 properties)	T + 75 days	25%
iii.	Pre-feasibility report (Next 3 properties)	T + 120 days	50%
<b>2.</b>	<b>Phase II – Start date as T1</b>		
i.	Techno-financial feasibility report: Property 1 & 2	T1 + 45 days	15%
ii.	Techno-financial feasibility report: Property 3, 4 & 5	T1 + 90 days	20%
iii.	Submission of RFP: Property 1 & 2	T1 + 120 days	15%
iv.	Submission of RFP: Property 3, 4 & 5	T1 + 150 days	20%
<b>3.</b>	<b>Payment for these deliverables will be done on success fee basis</b>		
i.	Submission of evaluation reports	T1 + 180 days	100% (20% per evaluation report)
ii.	Onboarding of concessionaire	Based on approvals	
iii.	Success-fee for each onboarded concessionaire		Will be finalized later

<b>Annexure(s)</b>	<b>FORMS I-VII</b>
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**FORM I: Financial Information**

1. Annual Turnover of the Bidder

Financial Year 2023- 24	Financial Year 2022- 23	Financial Year 2021- 22	Page number where the details are provided

1. Net Profit of the Bidder (Amount INR Crores)

Financial Year 2023- 24	Financial Year 2022- 23	Financial Year 2021- 22	Page number where the details are provided

**FORM II: Implementation Experience**

The relevant documentary proofs for a citation need to be attached just below the details of the citations in this format. Documentary proof provided elsewhere (not below the details of the citation format) may not be considered by the GoHP for evaluation.

Sector:			
Project Title:			
(Attach separate sheet for each Project)			
Name of Client		Address	
*Type of Client (Govt./Semi government/Private)		Order Value of the Project (in Crores)	
		No. of seats & No of CCEs	
Duration of the Assignment		Start Date (month/year):	
		End Date (month/year):	
Referrals (Client side): Provide one referral only	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Project:			

**FORM III: CV Format of Key Personnel**

1	Name				
2	Proposed Position				
3	Date of Birth				
4	Years with the Firm (If applicable)				
5	Nationality				
6	Education				
	Degree (Specialization)	Institution	Year in which obtained		
7	Other Professional certification or training				
8	Languages & degree of proficiency				
9	Countries of work Experience				
10	Employment Record (Starting with present position, list in reversed order) (Clearly distinguish your “employer” as an employee of the firm from a “client” for whom you have worked)				
	Employer	From	To	Position held and description of duties	
11	Detailed Task handled (Domestic and International): Work undertaken that best illustrates capability to handle the work and task assigned				
	Work Area	Tasks Handled	Project Details	Position Assigned	Start Year and Time Spent
		(Exact duties rendered)	Project Name	(Project Manager/Team Leader/Team Member/ Expert)	
			Organization		
Location					
12	Certifications: I, the undersigned certify that:				

*Selection of a consulting firm for Planning Department in the state of Himachal Pradesh for asset monetization and financial management of properties across the state*

	To the best of my knowledge and belief, this bio data correctly describes me, my qualifications, and my experience.	Yes	No
	I understand that my willful misstatement described herein will lead to my disqualification or dismissal, if engaged.		
	Name and Signature (Personnel)	Name and Signature (Authorized Representative)	

Please provide the profile for the Operation Manager and core team members

**FORM IV: Declaration Regarding Clean Record**

[Letter Head]

[Date]

To,  
Adviser,  
Planning Department,  
HP Secretariat,  
Shimla, HP 171002

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_] regarding **“Selection of a consulting firm for the Planning Department in the state of Himachal Pradesh for asset monetization and financial management of properties across the state”**. I hereby declare that,

A. My company has not been debarred / blacklisted by any Ministry/Board of Government of India or State Government. I further certify that I am a competent officer in my Company to make this declaration.

B. My company is neither convicted nor any criminal case pending against it before any court of competent jurisdiction.

Yours faithfully,

(Signature of the Bidder)

Printed Name Designation

Seal

Date:

Business Address:



**FORM V: Bank Guarantee Towards Performance Security**

Ref No ..... Bank Guarantee No

Dated: .....

In consideration of the Governor of Himachal Pradesh (hereinafter called "the Government") having agreed; to exempt..... (Hereinafter called "the said Company") from the demand, under the terms and conditions of an Agreement, dated..... made between..... and ..... for..... (Hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Company of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees ..... only) we, (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request / Company/, do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Company of any of the terms or conditions contained in the said Agreement.

1. \_\_\_\_\_ We (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Company of any of the terms or conditions contained in the said Agreement or by reason of the Company failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
2. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
3. \_\_\_\_\_ We, (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged \_\_\_\_\_ or filed office/ Department \_\_\_\_\_ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Company and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ We shall be discharged from all liability under this guarantee thereafter.
4. We, (indicate name of the Bank) further agree with the State Government that the State Government 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 Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Company and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Company or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Company.

6. We, (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
For \_\_\_\_\_  
(Indicate the name of Bank).

Instructions for furnishing Bank Guarantee.

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP (RFP Ref No. PLG(PI)1-42/2024-I-Loose) should be arrived at by adding 60 days to the Agreement completion date unless otherwise specified in the Bidding documents.

The Bank Guarantee by Indian Bidders will be given from Nationalized/ Scheduled Commercial Bank only.

**FORM VI: Power of Attorney**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms.....son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Sub: Request for Proposal Tender ID \_\_\_\_\_ dated \_\_\_\_\_ for “**Selection of a consulting firm for Planning Department in the state of Himachal Pradesh for asset monetization and financial management of properties across the state.**” (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon letter of award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF 2025

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

**FORM VII: Financial Form**

<b>S. No.</b>	<b>Phase and Deliverables</b>	<b>Amount Quoted (in figures) *</b>	<b>Amount quoted (in words)</b>
1.	Phase I: Pre-feasibility reports		
2.	Phase II: techno-financial feasibility and RFP submission		
3.	Bid evaluation reports		
	Total		

\*Amount quoted should be exclusive of taxes.