



**Government of Himachal Pradesh
Department of Economic and Statistics**

Request for Proposal

For the

Selection of External Agency

for

**Preparation of Input-Output Table of the State
Economy for the year 2017-18 under centrally
sponsored scheme “Support for Statistical
Strengthening (SSS)”**

**Department of Economic and Statistics (DES)
Government of Himachal Pradesh Block No. 38,
SDA, Complex, Shimla- 9**

NOTICE

INVITING TENDER FOR

Request for Proposal for Selection of external agency for preparation of Input-Output Table of the State Economy for the year 2017-18 under centrally sponsored scheme “Support for Statistical Strengthening (SSS)”.

The Department of Economic & Statistics, Government of Himachal Pradesh (DES, GoHP) invites technical and financial proposals from firms/Agencies for preparation of Input-Output Transaction Table of the State Economy for the year 2017-18 under centrally sponsored scheme “Support for Statistical Strengthening (SSS)”. This RFP document has been prepared to provide details about scope of work, expectations from the agency, bidding procedure and can be downloaded from the website www.himachal.nic.in/economics. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of Rs. 2,000/- is to be submitted vide crossed demand draft on any Nationalized bank/Scheduled Bank in favor of “Economic Adviser, Department of Economic & Statistics, Government of Himachal Pradesh (DES, GoHP)” payable at Shimla.

Issued by

The Economic Adviser
Department of Economic & Statistics
38-SDA Complex,
Kasumpti, Shimla,
Himachal Pradesh 171009 (India)

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidder(s) by the Department of Economic & Statistics (DES), Government of Himachal Pradesh herein after referred to as Department, or any of their employees, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist in the preparation of Proposals.

This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability completeness of the assumptions; assessments, Statements and information contained in this RFP and where necessary obtain independent advice from appropriate sources.

The DES, GoHP its employees and Economic Adviser make no representation or warranty and shall have no liability to any person including any Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, Statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The DES, GoHP also accepts no liability of any nature whether resulting from negligence or otherwise however caused, arising from reliance of any Bidder(s) upon the Statements contained in this RFP.

The issue of this RFP does not imply that the DES, GoHP is bound to select an Bidder(s) or to appoint the Selected Bidder(s), as the case may be, for the External Agency, and the DES, GoHP reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentation which may be required by DES or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder(s). DES, GoHP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Fact Sheet

Sr.No	Particulars	Details
1	Release of RFP document	11 th June 2019*
2	Last date for receiving queries/clarifications	16 th June 2019 via email
3	Pre-Proposal Conference	24 th June 2019
4	Response to queries	30 th June 2019
5	Proposal Due Date (PDD)	07 th July 2019 (04:00 PM)
6	Technical Proposal Opening	07 th July 2019 (04:30 PM)
7	Technical Evaluation	08 th -09 th July 2019
8	Financial Bid Opening and Evaluation	10 th July 2019
9	Agreement signing	within 7 days of Letter of Award
10	Project Start Date	within 15 days of date of signing Agreement
11	Cost of Tender (Demand Draft)	INR 2,000 (Rupees Two Thousand Only)
12	Earnest Money Deposit (Demand Draft)	INR 2,00,000 (Rupees Two Lakhs Only)
13	Performance Bank Guarantee	05% of the Total Consultancy Fees of the selected bidder
14	Website for Tender Documents	www.himachal.nic.in/economics
15	Method of Selection	QCBS 60:40
16	Contact Details	The Economic Adviser Department of Economic & Statistics 38-SDA Complex, Kasumpti, Shimla, Himachal Pradesh 171009 (India) TeleFax (O) : 0177-2626302 E-mail : ecostat-hp@nic.in

* 11.06.2019 –RFP uploaded on DES website/published Date.

Note:-

1. Department reserves the right to change any schedule of bidding process. Please visit the Department website regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

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INTRODUCTION

1.1 Background

1.1.1 Department of Economic & Statistics, Government of Himachal Pradesh (the “DES, GoHP”) is engaged in designing and conducting various statistical surveys, collection, compilation, analysis and interpretation of data and monitoring & evaluation of the schemes of Government Department’s of Himachal Pradesh. GSDP estimation has long been the regular task of the DES. With the revision of base year, latest round of survey are used to produce fresh estimates. Currently 2011-12 is used as the base year and soon 2017-18 will be used as the new base year. Proper and sound valuation of all economic activities is highly essential to have the strong GSDP estimates. Input-Output table is disaggregating production account on one hand & also evaluate the GSDP of the State through expenditure approach. The industry wise valuation of different commodities will provide much high level of disaggregated production account, which will be highly beneficial for the State.

1.2 Request for Proposal (RFP)

1.2.1 Department of Economic & Statistics, Government of Himachal Pradesh (the “DES, GoHP”) invites Request for Proposal (RFP) (the “Proposals”) for selection of External Agency for Preparation of Input-Output Table of the State Economy for the year 2017-18 from organizations which qualify the eligibility criteria, herein collectively referred to as (the “**Bidder(s)**”), on the Terms and Conditions mentioned in the RFP document.

1.3 Eligible Bidders

Bidder(s) who qualify as per the technical and financial qualification norms shall be eligible to bid for this task.

1.3.1 Bidder(s) shall provide such evidence of their continued eligibility to the satisfaction of The Economic Adviser, “DES, GoHP”, as the Adviser may reasonably request.

1.4 Due diligence by Bidder(s)

1.4.1 Bidder(s) are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by familiarizing themselves with the assignment, sending written queries to the DES, GoHP, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.9.

1.5 Procurement of RFP Document

1.5.1 RFP document can be downloaded from the official website of the DES, GoHP i.e. www.himachal.nic.in/economics. The submission of the RFP document should be accompanied by a bank draft amounting to

Rs.2000 (Two thousand), in the name of Economic Adviser, DES, GoHP payable at Shimla. This fee will be non refundable.

1.6 Validity of the Proposal

1.6.1 The Proposal shall be valid for a period of 120 days from the Proposal Due Date (the "PDD").

1.7 Brief description of the Selection Process

1.7.1 The Authority (the "DES, GoHP") has adopted a two-stage selection process (the "Selection Process") for evaluating the Proposals, comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, **Financial Proposals of only those Applicants who score at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.** In the second stage, a financial evaluation will be carried out of the bids submitted by shortlisted bidders as specified in clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Bidder(s) (the "Selected Bidder(s)") may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, while the second ranked Bidder(s) will be kept in reserve.

1.8 Currency conversion rate and payment

1.8.1 All payments to the Agency shall be made in INR in accordance with the provisions of this RFP.

1.9 Schedule of Selection Process

The DES, GoHP would endeavor to adhere to the following schedule after RFP sent to all empanelled agencies:

S.No.	Event Description	Estimated Date
1.9.1	Last date for receiving queries/clarifications	Refer Fact sheet (Page number 4)
1.9.2	Pre-Bid Meeting	
1.9.3	DES, GoHP response to queries	
1.9.4	Proposal Due Date (PDD) (i.e last date of receiving RFP)	
1.9.5	Opening of Technical Proposals	
1.9.6	Evaluation of Technical Proposals	
1.9.7	Opening of Financial Proposals	

1.10 Pre-proposal conference

- 1.10.1 The date, time and venue of Pre-proposal conference shall be :
Date: 24th June 2019
Time: 11:00 am
Venue: DES, Block No. 38, SDA Complex, Kasumpti, Shimla-171001

1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to:

**The Economic Adviser
Department of Economic & Statistics,
Block No. 38, SDA Complex, Kasumpti,
Shimla-171001, Himachal Pradesh
TeleFax (O) : 0177-2626302
E-mail : ecostat-hp@nic.in**

- 1.11.2 All notifications would be uploaded on **www.himachal.nic.in/economics**

- 1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“RFP for Selection of external Agency for Preparation of Input-Output Table of the State for the year 2017-18, Government of Himachal Pradesh (the “DES, GoHP ”)

1. Instructions to applicants/ bidder(s)

A. GENERAL

2.1 Scope of the Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this External Agency are specified in this RFP and Terms of References (TORs) attached as Appendix 1. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Bidder(s) shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the DES, GoHP decisions are without any right of appeal whatsoever.

2.1.3 The Bidder(s) shall submit its Proposal in the form and manner specified in this RFP. The Financial Proposal shall be submitted in the format provided at Appendix 3. Upon selection, the Bidder(s) shall be required to enter into an agreement with the DES, GoHP.

2.1.4 The Bidder(s) should submit a Power of Attorney as per the format provide in Appendix 5 or Board Resolution.

2.1.5 Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.1.6 Key Personnel

The Research Team (the "**Research Team**") shall consist of the following key personnel (the "**Key Personnel**") **as specified in para 3.1.2 (5).**

2.2 Conflict of Interest

2.2.1 The external Agency and its affiliates shall not engage in consulting activities that conflict with the interests of the DES, GoHP under the contract and shall be excluded from downstream supply of goods or services or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" under the ongoing contract. It would be the requirement of the External Agency contract that the Agency should provide professional, objective and impartial advice and at all times hold the DES, GoHP interest's paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Agency shall not be hired for any assignment that would be in conflict with their prior or current obligations to other

departments of State/ central government, or that may place them in a position of being unable to carry out the assignment in the best interest of the DES, GoHP. Without limitation on the generality of the foregoing, Agency shall not be hired, under the circumstances set forth below:-

- a. **Relationship with Employer's staff:** Agency (including their personnel and sub- Agency) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing DES, GoHP, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency's work.

2.3 Number of Proposals

A Bidder(s) is eligible to submit only one Application for consideration/selection the External Agency. No consortiums shall be permitted.

2.4 Cost of Proposal

The Bidder(s) shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The DES, GoHP will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Verification of information

Bidder(s)s are encouraged to submit their respective Proposals after ascertaining for themselves the workload, location of related offices to be contacted for data collection, data availability and other information with the DES, GoHP, applicable laws and regulations or any other matter considered relevant by them.

2.6 Acknowledgement by Bidder(s)

2.6.1 It shall be deemed that by submitting the Proposal, the Bidder(s) has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the DES, GoHP;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the DES, GoHP or relating to any of the matters referred to in Clause 2.3 above;

- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.7 below, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The DES, GoHP shall not be liable for any omission, mistake or error on the part of the Bidder(s) in respect of any of the above or on account of any matter arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DES, GoHP.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Economic Adviser, DES, GoHP reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance/rejection or annulment, and without assigning any reasons thereof.

2.7.2 The Economic Adviser, DES, GoHP reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder(s) does not provide, within the time specified by the DES, GoHP, the supplemental information sought by the Economic Adviser, DES, GoHP for evaluation of the Proposal.

2.7.3 Misrepresentation/ improper response by the Bidder (s) may lead to the disqualification of the Bidder(s). If the Bidder(s) is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification /rejection occurs after the Proposals have been opened and the highest ranking Bidder(s) gets disqualified / rejected, then the DES, GoHP reserves the right to consider the next best Bidder(s), or any other measure as may be deemed fit in the sole discretion of the Economic Adviser, DES, GoHP including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.9 and 2.10:

RFP

1. Introduction
2. Instructions to Bidder(s)
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous
6. Contract for agency's services
7. Conditions of contract

Appendix 1: Terms of Reference

Appendix 2: Letter of Technical Proposal

Appendix 3: Letter of Financial Proposal

Appendix 4: Anti Collusion Certificate

Appendix 5: Format for Power of Attorney for Signing the Proposal

Appendix 6: Format for Performance Security

Appendix 7: Key Personnel & CV format

Appendix 8: Proposed Methodology & Work Plan

Appendix 9: Particulars of the Bidder

Appendix 10: Summary of Assignments of the Bidder

Appendix 11: undertaking from the firm/agency

2.9 Clarifications

2.9.1 Bidder(s) requiring any clarification on the RFP may send their queries to the DES, GoHP in writing before the date mentioned in the Schedule of Selection Process at Clause 1.9. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Selection of External Agency for Preparation of Input-Output Table of the State for the year 2017-18 Government of Himachal Pradesh (GoHP)"

The DES, GoHP shall endeavor to respond to the queries within the period specified therein clause 1.9.3 prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The DES, GoHP will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidder(s)s without identifying the source of queries.

The DES, GoHP reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the DES, GoHP to respond to any question or to provide any clarification.

2.10 Amendment of RFP

- 2.10.1** At any time prior to the deadline for submission of Proposal, the DES, GoHP may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder(s), modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website all prospective bidders who participated in the pre-bid conference by mail.
- 2.10.2** In order to afford the Bidder(s)s a reasonable time for taking an amendment into account, or for any other reason, the DES, GoHP may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “Documents”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

- 2.12.1** The Bidder(s) shall provide all the information sought under this RFP. DES, GoHP would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2** The Bidder(s) shall prepare one original set of the Documents comprising the Technical Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Bidder(s) shall submit 1 (one) copy of the Technical Proposal marked “COPY”. In the event of any discrepancy between the originals and the copies, the original shall prevail. The Bidder (s) shall need to submit only one copy of financial proposal.
- 2.12.3** The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder(s) who shall initial each page. The person(s) signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed as detailed below:

- i. by a duly authorized person holding the Power of Attorney (the "Authorized Representative"), in case of a Limited Company or a corporation; or
- ii. by the Authorized Representative of the Lead Member, in case of consortium. A copy of the Power of Attorney certified under the hands of a director of the Bidder(s) or a notary public on the specified form shall accompany the Proposal.

2.12.4 Bidder(s) should note the Proposal Due Date, as specified in Clause 1.9, for submission of Proposals. Bidder(s) are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.6.1. Bidder(s) will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected and not taken into account for purpose of evaluation.

2.13 Technical Proposal

2.13.1 The evaluation of Technical Proposal of an Bidder(s) shall be taken up only after the Bidder(s) are found to meet the Minimum Condition of Eligibility as Stated in clause 1.3 of this RFP Document. Bidder(s) failing to meet the Minimum Condition of Eligibility criteria or not submitting requisite proof for supporting Minimum Condition of Eligibility criteria are liable to be rejected at the Technical Proposal level.

2.13.2 While submitting the Technical Proposal, the Bidder(s) shall, in particular ensure that:

- a) The bid security is provided;
- b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power Of Attorney/Board Resolution;
- d) CVs of all Professional Personnel have been included;
- e) Technical Capacity is depicted as per Appendix-10 of the RFP document; and
- f) Other key documents submitted as asked.

2.13.3 Bidders shall submit the technical proposal in the formats at Appendix-6 to 11(the "Technical Proposal").

2.13.4 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed

by the authorized signatories;

- b) CVs of all Key Personnel have been included;
- c) Key Personnel have been proposed only if they meet the Conditions of Eligibility;
- d) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- e) The CVs have been recently signed and dated in blue ink by the respective Personnel and counter signed by the Bidder(s). unsigned CVs shall be rejected;
- f) Professional Personnel proposed have good working knowledge of Hindi /English language;
- g) Key Personnel would be available for the period indicated in the TOR; and
- h) Failure to comply with the requirements spelt out in the Clause 2.13 shall make the Proposal liable to be rejected.

2.13.5 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority. The award of this Consultancy to the Bidder may also be liable to cancelation in such an event.

2.13.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14 Financial Proposal

2.14.1 Bidder(s) shall submit the financial proposal in the format provided at Appendix-3 (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Bidder(s) authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.14.2 While submitting the Financial Proposal, the Bidder(s) shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, airfare, equipment, printing of documents, surveys, data collection, meetings etc (unless Scope Change approved by the

DES, GoHP) with the cost of man-days of each resources separately. The total amount indicated in the Financial Proposal shall be without any conditions attached, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- ii. The Financial Proposal shall be excluding GST. For the avoidance of doubt, it is clarified that GST would be paid extra at the rate prevailing at the time of raising the invoices. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- iii. Costs shall be expressed in INR.

2.15 Submission of Proposal

2.15.1 The Bidder(s) shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Bidder(s). In case the proposal is submitted on the document downloaded from Official Website, the Bidder(s) shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Bidder(s). It shall also bear on top, the following:

“Do not open, except in presence of the Evaluation Committee”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.15.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain:

- i. Application in the prescribed format along with Appendix 2 to 11 (except Appendix-3) and supporting documents;
- ii. Bid Security as specified in Clause No. 2.19.1

The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Appendix-3).

- 2.15.4** The Key Submissions and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder(s). All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.15.5** The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.15.6** The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 2.15.7** The Financial proposal shall be firm throughout the period of performance of the assignment upto and discharge of all obligations of the Consultant under the Agreement.
- 2.16 Proposal Due Date**
- 2.16.1** Proposal should be submitted before 16:00 hrs on the Proposal Due Date Specified at Clause 1.9 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.
- 2.16.2** The DES, GoHP may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidder(s).
- 2.17 Late Proposals**
- 2.17.1** Proposals received by the DES, GoHP after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.
- 2.18 Modification/ substitution/ withdrawal of Proposals**
- 2.18.1** No Proposal shall be modified, substituted, or withdrawn by the Bidder(s) after its submission as per the provisions of clause 2.16 and 2.17.
- 2.19 Proposal Security.**
- 2.19.1** The Bidder(s) shall furnish as part of its Proposal, a Earnest Money Deposit of Rs.200,000 (Rs Two Lakh only/-) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favor of Economic Adviser, DES, GoHP payable at Shimla, returnable/refundable not later than 45 days from PDD except in case of the two highest ranked Bidder(s)s. In the event that the first ranked Bidder(s) commences the assignment as required in Clause 2.26, the second ranked Bidder(s), who has been kept in reserve, shall be

returned/refunded its Proposal Security forthwith, or within 60 days from PDD whichever is earlier.

2.19.2 The Selected Bidder(s) Proposal Security shall be returned/refunded upon the Bidder(s) signing the Agreement and completing the deliverables assigned to it for the first 2 (two) months of the External Agency in accordance with the provisions thereof.

2.19.3 Any Proposal not accompanied by the Proposal Security shall be rejected by the DES, GoHP as non-responsive.

2.19.4 The Bidder(s), by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the DES, GoHP's any other right or remedy hereunder or in law or otherwise, the Proposal Security shall be forfeited and appropriated by the DES, GoHP under the following conditions:

- a) If an Bidder(s) engages in any of the Prohibited Practices specified in Section 4 of this RFP; or
- b) If an Bidder(s) withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder(s) from time to time; or
- c) In the case of a Selected Bidder(s), if the Bidder(s) fails to sign the Agreement as specified in Clause 2.27 and 2.28 or commence the respectively; or
- d) If the Bidder(s) is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 Department shall constitute an Evaluation Committee to evaluate the proposals. Evaluation Committee shall open the Proposals at the date & time specified in the RFP in the presence of the Applicants who choose to attend. Proposals for which a notice of withdrawal has been submitted shall not be opened. The proposals (Technical and Financial) will be sealed in two separate envelopes clearly mentioning Technical and Financial and thereafter shall be given together in a single envelope which will bear the address as specified in clause 1.11.1. The opening of Technical & Financial Proposals shall be done before the Evaluation Committee. The envelopes marked **Technical Proposal** shall be opened first the envelope marked **Financial Proposal** shall kept sealed for opening at later date. **Financial Proposals of only those Applicants who score at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.** The Department will not entertain any query or

clarification from Applicants who fail to qualify at any stage of the Selection Process.

2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

2.20.3 Prior to evaluation of Proposals, the Authority (DES, GoHP) will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) It is received in the form specified at Appendices of this Document;
- b) it is received by the Proposed Due Date including any extension thereof pursuant to Clause 2.18;
- c) It is accompanied by bank draft for depositing fee of RFP Document as specified in clause 1.5;
- d) it is accompanied by the Bid Security as specified in clause 2.19.1;
- e) it is accompanied by the Power of Attorney;
- f) it contains all the information (complete in all respects) as requested in the RFP;
- g) it does not contain any condition or qualification;
- h) Bidder(s) is not non-responsive in terms hereof.

2.20.4 The DES, GoHP reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.20.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.9 and the criteria set out in Section 3 of this RFP.

2.20.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Bidder(s) in terms of Clause 3.1 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidder(s) for announcing the result of evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Bidder(s) who choose to be present. The Authority will not entertain any query or clarification from Bidder(s) who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Section 3.2 and 3.3.

2.20.7 Bidder(s) are advised that Selection will be entirely at the discretion of the Authority. Bidder(s) will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder(s) if the Consultancy is subsequently awarded to it.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidder(s) shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the DES in relation to or matters arising out of, or concerning the Selection Process. The DES, GoHP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The DES may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the DES.

2.22 Clarifications

2.22.1 To facilitate evaluation of Proposals, the DES, GoHP may, at its sole discretion, seek clarifications from any Bidder(s) regarding its Proposal. Such clarification(s) shall be provided within the time specified by the DES, GoHP for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.22.2 If a Bidder(s) does not provide clarifications sought under Sub-Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the DES, GoHP may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder(s) shall be barred from subsequently questioning such interpretation of the DES, GoHP.

E. APPOINTMENT OF EXTERNAL AGENCY

2.23 Negotiations

2.23.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Project Management Consultant under this RFP document. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to re-confirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.23.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

2.24 Substitution of Key Personnel

2.24.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.24.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.

2.25 Award of Agency Agreement

2.25.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the DES, GoHP to the Selected Bidder(s) and the Selected Bidder(s) shall, within 1 (one) day of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the DES, GoHP may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such Bidder(s), and the next eligible Bidder(s) may be considered.

2.26 Performance Guarantee

2.26.1 Upon receipt of Letter of Award (LOA) from the DES, the successful Agency shall furnish the Performance Security of an amount equal to 05% of the Total Consultancy Fees of the selected bidder by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Appendix 6. The Performance Security shall be furnished by the selected Agency within the time specified in LOA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 365 days from the date of LOA and the Agency shall have to provide the extended Bank Guarantee, before the expiry of 365 days, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Agreement within the period of 03 (three)

day from the date of issuance of LOA. The Selected Bidder(s) shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder(s) fails to submit the Performance Security as per clause 2.27 and fails to sign the Agreement, his proposal Security shall be forfeited and appropriated by the DES, GoHP. In such an event, the DES, GoHP may invite the Second Ranked Bidder(s) for negotiations and may issue LOA to him.

2.28 Commencement of Assignment

The Agency shall commence the services within 15 days from the date of signing of the Agreement. If the Agency fails to commence the assignment as specified herein, the DES, GoHP may, unless it consents to extension of time thereof may encash its Proposal Security or Performance Security, whichever is subsisting, and appropriate the same in accordance with the provisions of this RFP and the Agreement.

2.29 Proprietary data

All documents and other information provided by the DES, GoHP or submitted by a Bidder(s) to the DES, GoHP shall remain or become the property of the DES, GoHP. Bidder(s) and the Agency, as the case may be, are to treat all information as strictly confidential. The DES, GoHP will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Transactional Advisor to the DES, GoHP in relation to the Consultancy shall be the property of the DES, GoHP.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposal

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder(s) experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel.

3.1.2 The Technical Proposal for the Project would be evaluated on the following basis:

Request for Proposal for Selection of External Agency for preparation of Input-Output Table of the State Economy for the year 2017-18

Sl. No.	Parameter	Maximum Marks	Criteria
1	Previous Experience of the Bidder(s) in economic valuation of different activity.(Based on the number of Survey/Studies done for Government of India& State.)	20	Whether the Bidder(s) has previously done the task of valuating the various economic activities at the Centre, State and District Level. (Work Order/Letter of Award/Scope of work) Based on the number of Survey/Studies: a) 1 Project – 5 Marks b) 2 Projects – 10 Marks c) 3 Projects or more – 20 Marks
2	Previous experience of the Bidder(s)/Agency in formulating the GSDP of the State through expenditure approach or calculating the value added of different activities(Based on the number of such studies/survey)	20	Whether the Bidder(s)/agency formulated or contributed in estimating GSDP of State through expenditure approach or calculating the value added of different activities Based on the number of States: a) 1 State – 5 Marks b) 2 State – 10 Marks c) 3 State or more – 20 Marks
3	Proposed Methodology and Work Plan	10	The DES official designated to evaluate the project will do proposed methodology and work plan evaluation. DES may hire the services of other department or/and GoI official in evaluating the Methodology and work plan.
4	Previous Experience of the Bidder(s)/agency in developing IOT of the country or State. (Based on the number of States)	30	Based on the number of IOT assisted/formulated for the States: Based on the number of States: a) 1 State – 5 Marks b) 2 State – 10 Marks c) 3 State – 20 Marks d) More than three States - 30 Marks
5	Relevant Experience of the Key Personnel.	20	Based on the profile of the personnel submitted in the report, there background, survey and studies experience and service render by them in different field, marks will be allotted by the DES appointee team.

Sl. No.	Parameter	Maximum Marks
5(a)	Team Leader having experience of IOT development + Ph.D in Economics or Statistics + 10 years experience	7
5(b)	Subject/ Sector Expert/ who has experience of formulating IOTT as per nationally known & applied methodology. + Masters in Economics or Statistics + 8 years experience	5
5(c)	Research & Statistics Expert having Masters in Economics or Statistics + 6 years experience of Statistical analysis	4
5(d)	Report Writing Expert having experience of at least five analytical reports + Masters in Economics or Statistics + 5 years experience	4
Grand Total	100	

• **Methodology of Evaluation-Quality Cum Cost Based Selection**

- The combined final score shall be considered for award of the assignment. The assignment shall be awarded to the Agency scoring the highest final weighted score.
- The weightage for the technical proposal and financial proposal in the combined final score will be 60% and 40% respectively.
- The marking scheme for technical proposal will be as per details given in this RFP. Technical score (St) shall be out of 100.
- **Financial Proposals of only those Applicants who score at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.**
- The Financial Proposal shall be evaluated using the following methodology:
- The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores (SF) of the other Financial Proposals will be determined using the following formula: $SF = 100 \times FM/F$; In which SF is the financial score, FM is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

- Proposals will finally be ranked in accordance with their combined technical (ST) and financial (SF) scores: $S = ST \times TW + SF \times FW$;

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that will be 60% and 40% respectively.

3.1.3 Eligible Projects/Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, assignments in respect of conducting survey, the following projects shall be deemed as eligible assignments (the "Eligible Assignments"):

a) Conducted Services in the following categories:

- National economic activity related survey/ Economic valuation of various economic activity/Analysis of different survey and its publication at national/State level;
- Estimation of GSDP of the State through expenditure approach & evaluating the Private Final Consumption Expenditure (PFCE); Government Final Consumption Expenditure (GFCE); Government Fixed Capital Formation (GFCF); Change in Stock (CIS); or export import of the State, calculation of GVA of different sectors.
- Have been done the input valuation study of State w.r.to different economic activity;
- Have been involved in preparation of GSDP estimates through expenditure approach, also have sound knowledge of taxation system of the State & have contributed in analyzing the taxation system of the State;
- Have involved in preparation of IOT of one or two States;

b) Monitoring, Analysis, Evaluation, Impact Assessment Services rendered over different survey and studies.

3.2 Evaluation of Financial Proposal

3.2.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.2. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

- 3.2.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal of the Bidder(s))

3.3 Combined and final evaluation

- 3.3.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.60 and 0.40 respectively.

- 3.3.2 The Selected Bidder(s) shall be the First Ranked Bidder(s) (having the highest score). The Second Ranked Bidder(s) shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder(s) withdraws, or fails to comply with the requirements specified in Clause 2.27, 2.28 and 2.29, and 2.30 as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidder(s) and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the DES, GoHP shall reject a Proposal without being liable in any manner whatsoever to the Bidder(s), if it determines that the Bidder(s) has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the DES, GoHP shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DES, GoHP for, inter alia, time, cost and effort of the DES, GoHP, in regard to the RFP, including consideration and evaluation of such Bidder(s)’s Proposal.
- 4.2 Without prejudice to the rights of the DES, GoHP under Clause 4.1 hereinabove and the rights and remedies which the DES, GoHP may have

under the LOA or the Agreement, if an Bidder(s) or Agency, as the case may be, is found by the DES, GoHP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder(s) or Transactional Advisor shall not be eligible to participate in any tender or RFP issued by the DES, GoHP during a period of 2 (two) years from the date such Bidder(s) or Agency, as the case may be, is found by the DES, GoHP to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DES, GoHP who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DES, GoHP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the DES, GoHP in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the DES, GoHP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidder(s) with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Himachal Pradesh, Shimla shall

have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- 5.2 The DES, GoHP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder(s) in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the DES, GoHP by, on behalf of and/or in relation to any Bidder(s); and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder(s).
- 5.3 It shall be deemed that by submitting the Proposal, the Bidder(s) agrees and releases the DES, GoHP, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6. CONTRACT FOR AGENCY'S SERVICES

External Agency Services Contract for Preparation of Input-Output Table of the State for the year 2017-18, Department of Economic & Statistics, Government of Himachal Pradesh (GoHP)

This CONTRACT (hereinafter called the "Contract") is made on the ----- day of the month of -----2019, between, on the one hand, Economic Adviser, Department of Economic & Statistics, Government of Himachal Pradesh (GoHP), (hereinafter called the "Client or DES, GoHP") and, on the other hand,----- (hereinafter called the "Agency").

WHEREAS

(A) the Client has assigned the Agency an assignment for **Preparation of Input-Output Table of the State for the year 2017-18** for Department of Economic & Statistics, Government of Himachal Pradesh as defined in the General Conditions attached to this Contract (hereinafter called the "Services");

(B) the Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Conditions of Contract

(b) The following Appendices:

Appendix 1: Terms of Reference

Appendix 2: Financial Bid of the Agency

Appendix 3: Copy of letter of Award

Appendix 4: Copy of letter of Acceptance

Appendix 5: Copy of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular:

(a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and

(b) Client shall make payments to the Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF (Agency)

Directorate of Economics & Statistics (DES)

By Authorised Representative

Signature:

Name:

Address: **Economic Adviser
Department of Economics & Statistics,
Block No.38. SDA Complex,
Kasumpti**

Shimla-171009

Tel. No:0177-2626205,2626206

Telefax No. : **Ph-0177-2626302**

Signature:

Name:

Address:

Witness

Witness

7. CONDITIONS OF CONTRACT

7.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties,
- (c) "Government" means the Government of India;
- (d) "local currency" means the currency of the Government;
- (e) "Member", in case the Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;
- (f) "Personnel" means persons hired by the Agency or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; and "local Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (g) "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- (h) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in the TOR hereto;
- (i) "DES, GoHP" means the Department of Economic & Statistics, Government of Himachal Pradesh and Authority;
- (j) "Sub consultant" means any entity to which the Agency subcontract any part of the Services;
- (k) "Third Party" means any person or entity other than the Government, DES,GoHP, the Agency or a Sub consultant.

7.2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

7.3. Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

7.4. Applicable Law

Appropriate laws of Government of India & Government of Himachal Pradesh shall apply shall be subject to the jurisdiction of local courts situated at Shimla.

7.5. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any Statement, representation, promise or agreement not set forth herein.

7.6. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

7.7. Payment Terms

7.7.1. Payments will be made in Indian Rupees only.

7.7.2. The Agency agrees to offer the services under this agreement to the DES, GoHP as per the rates quoted in the Financial Proposal.

7.7.3. The payment schedule will be as para 5 of TOR.

(I) The Agency will submit pre-receipted Bills in triplicate in the name of Economic Adviser, DES, GoHP with signatures of authorized signatory. All the payments mentioned in para 5 of TOR are subject to acceptance of the respective officer/committee nominated by Economic Adviser, Department of Economic & Statistics, Government of Himachal Pradesh within two weeks of submission of the bills.

7.7.4. The final payment shall only be due after power point presentation of Preparation of Input-Output Table of the State for the year 2017-18 by the second party/Agency and the acceptance of the final report by the DES, GoHP based on the suggestion/ input put forward during power point presentation by the committee nominated by DES, GoHP.

7.7.5. All payments are subjected to deduction of TDS at the prevailing rates by the DES, GoHP. The DES, GoHP shall give TDS certificate at the end of the financial year.

7.7.6. No TA& DA will be paid for any meetings/discussions with DES, GoHP or concerned departments or State government.

7.8. Prices

- a) All taxes and duties as applicable shall be payable by the Agency.
- b) GST shall be released separately only after submission of proof of payment of the GST.
- c) Mandatory taxes/ duties etc. as applicable will be deducted by DES, GoHP.
- d) The effects of any increase/decrease of any type of taxes levied by the Government shall be borne by the Agency.
- e) All payments shall be made subject to adjustment of applicable penalties.
- f) No amount or cost shall be payable for holding discussion, as considered necessary by the DES, GoHP, for any purpose with DES, GoHP's/ other departments' officials at DES, GoHP's Head Office or elsewhere, prior, during or after the conduct of an assignment.
- g) Prices quoted by the bidder shall be fixed for the entire Contract period.

7.9. Schedule To Start And Completion of The Assignment

7.9.1. Within four (04) day of signing the contract, the Agency shall report for the Assignment Start meeting with the DES, GoHP which shall be considered as the commencement of Assignment.

7.9.2. The Agency, if faced with problems in timely commencement of assignments, shall immediately inform DES, GoHP in writing/Email, about the causes of the problem/delay and tentative duration of such delay etc. The DES, GoHP shall either impose the penalties for such delays or allow time extension for commencement of services, based on the reason of delays.

7.9.3. Timeline for the assignment shall be as below:

Sl. No.	Milestone	Timeline (weeks as per Study Design)
1	Contract Sign	T*
2	Date of mobilization	T+01
3	Submission of Inception Report	T+02
4	Preparatory works	T+16
5	Data collection, entry & compilation	T+20
6	Tabulation, Analysis & Objectives Outcome.	T+28

6	Submission of Draft Input-Output Report 2017-18 & Power Point Presentation	T+30
7	Submission of final Input-Output Report 2017-18	T+32

T - Denoted Date of contract signed.

7.9.4. Before “Power Point Presentation” the Agency would submit “Draft Input-Output Table 2017-18 report” in two (2) copies in English to The Economic Adviser, Department of Economic & Statistics, Himachal Pradesh. The Agency would also submit ten(10) copies of final Input-Output Table 2017-18 report (along with executive summary) in English language together with soft copy to the DES, GoHP. All copies should be serially numbered for easy identification. The Agency undertakes that the reports submitted to the DES, GoHP will not be used, given, disclosed, displayed, reproduced and circulated to any person or organization without the written permission of Economic Adviser, Department of Economic & Statistics, Government of Himachal Pradesh.

7.10. Penalty

7.10.1. If the assignment is not started as stipulated in commencement of assignments (as per 7.7.1): Penalty of Rs. 5000/- per day up to a maximum of Rs. 30,000/- will be imposed. If delay penalties cross the maximum limit, the DES, GoHP may proceed as per clause 2.28 of the RFP.

7.10.2. If progress of the assignment is not as per the agreed milestones/ deliverables, as referred in 7.7.3, the Agency shall be liable to pay penalty unless, on its written request, the delay is condoned by Agency Evaluation Committee, constituted by DES, GoHP, on the justified and valid grounds.

7.10.3. For delay upto three days beyond the milestone/ deliverables fixed (as per the deliverables and time frame indicated in 7.9.3), a penalty equal to 0.25% of the agreed financial proposal per day shall be payable to DES, GoHP, beyond three days upto six days 0.5% of the agreed financial proposal per day shall be payable to DES, GoHP. In case of delay beyond 6 days, the matter will be referred to Agency Evaluation Committee whose decision will be final and binding, however, the maximum penalty for delay will not exceed 10% of the agreed financial proposal. If maximum penalty limit is reached then DES, GoHP may terminate the contract as Breach of Contract by Agency and performance security shall be appropriated by the DES, GoHP along with any penalties due.

7.10.4. In case of delay due to reasons beyond the control of the Agency and under force majeure conditions, suitable extension of time will be granted without imposing any penalty.

7.11. Contract Period

The maximum contract period will be 8 months from signing of this contract and could be extended if the assignment is not completed and only if the DES, GoHP permits any such extensions after due payments of penalties by the Agency or any exemptions as permitted in the contract.

7.12. Insurance

The Agency shall have necessary insurances, as appropriate.

7.13. Responsibility for Accuracy of Data & Reports

The Agency shall be responsible for accuracy of the data collected, by it directly or procured from other agencies/authorities/sources/websites and all other details prepared by it as part of these services. It shall indemnify the DES, GoHP against any inaccuracy in the work, which might surface after publication of the report by the DES, GoHP. The External Agency will also be responsible for correcting, at his own cost and risk, the corrections suggested by the DES, GoHP before publication of the report.

7.14. Action For Deficiency In Services

7.14.1. Agency's liability towards the Client

Agency shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him.

7.14.2. Warning / Debarring

In addition to the penalty as mentioned in para 7.10, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Final Report involving inaccuracy of data or data analysis and adverse effect on reputation of DES, GoHP, other penal action including debarring for certain period may also be initiated as per policy of DES, GoHP.

7.15. Force Majeure

- i. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- ii. If a Force Majeure arises, the Agency shall promptly notify DES, GoHP in writing of such condition and the cause thereof. Unless otherwise directed by DES, GoHP, the Agency shall continue to perform his obligations under the

contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

- iii. If the contract needs to be terminated due to continued Force Majeure then neither party shall be penalized and performance security maybe released to the Agency.

7.16. Indemnification

7.16.1. The Agency shall at all time indemnify DES, GoHP against all claims of losses and damages etc. of any kind which may be made by third party in respect of infringement of any protected right. Provided always that in the event of any claim in respect of alleged breach being made against DES, GoHP, the DES, GoHP shall notify the successful bidder of the same and the successful bidder shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.

7.16.2. The Agency will indemnify DES, GoHP of all legal obligations of its professionals deployed. DES, GoHP also stand absolved of any liability on account of death or injury sustained by the Agency's staff during the performance of their work and also for any damages or compensation due to any dispute between the agency and its staff.

7.16.3. The Agency shall remain liable to and shall indemnify the DES, GoHP, in respect of losses, damages, or compensation arising out of any accident or injury sustained by any workmen in the employment of the Agency while in or upon the said works/any third person or the same arising out of any act, default or negligence, omission and commission, error in judgment on the part of Agency, its employees or its agent(s) subject to the determination of the compensation or damages by the competent DES, GoHP as defined in the relevant laws.

7.17. Termination

7.17.1. **On Expiry of the Contract:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the DES, GoHP has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

7.17.2. **On Account Of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in **clause 7.15**.

7.17.3. **On Breach of Contract by Agency:** The DES, GoHP may terminate the Contract if the Agency causes a fundamental breach of the Contract. Fundamental breach of Contract includes, but shall not be limited to, the following:

- a) The Agency fails to carry out any obligation under the contract.

- b) The Agency without reasonable excuse fails to commence the work in accordance with clause 7.9.
- c) Has failed to furnish the required securities or extension thereof in terms of the contract.
- d) the Agency stops work and the stoppage has not been authorized by the DES, GoHP;
- e) the Agency at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt.
- f) If the Agency, in the judgement of the DES, GoHP, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
- g) Any other fundamental breaches or contract termination conditions as specified in the document.

7.17.4. Notwithstanding anything contained hereinabove, the DES, GoHP may terminate the Contract for convenience by giving 7 days prior notice without assigning any reason.

7.18. Performance Guarantee:

7.18.1. The Agency shall furnish Performance Guarantee 05% of the Total Consultancy Fees of the selected bidder as per Appendix 6.

7.18.2. The Performance guarantee shall be forfeited and en-cashed in the following cases:

- a. If the Agency withdraws from the assignment midway during the assignment period.
- b. If the progress of Second Party's work is found out to be inadequate or unsatisfactory midway, indicating non achievement of target within the stipulated time/agreed milestones.
- c. Any other act or acts of the Agency, which renders the assignment incomplete and the DES, GoHP comes to the conclusions that these are sufficient reasons to forfeit the performance guarantee.

7.19. Arbitration/ Resolution Of Disputes

7.19.1. In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation, within 30 days, but in the event of failure thereof, the same shall be referred to a sole arbitration of the an officer not below the rank of Additional Secretary to the State Government nominated by Additional Chief Secretary/Principal Secretary/Secretary (E&S,Planning),to the Government of Himachal Pradesh and the decision of the Arbitrator shall

be final and binding upon the parties. The arbitration shall **be in Shimla** and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

7.19.2. However, during pendency of such arbitration the work assigned to the Agency shall be carried on by it without any interruption unless specifically forbidden by DES, GoHP.

7.20. Representation and relationship of the parties:

7.20.1. During the period this agreement remains in force, neither Party shall be deemed to be a representative or agent of the other Party for any purpose whatsoever and not hold itself out as having the DES, GoHP or right to assume, create or undertake any obligations on behalf of the other Party without the written consent of the other party.

7.20.2. This agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or DES, GoHP to enter into any agreement or undertaking, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind, the other party.

7.20.3. The Agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

7.21. Notices:

Any notice to be given under this agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto; if delivered against an acknowledgement or by registered mail with acknowledgement due or by fax or by an electronic mode in an urgent situation, addressed to the signatories or the authorized representatives of the signatories of the address mentioned herein below:

The Economic Adviser
Department of Economic & Statistics,
Block No.-38, SDA Complex, Kasumpti
Shimla, Government of Himachal Pradesh -171009.
Telefax No. : 0177-2626302
Agency:

Appendix 1:

Terms of Reference (TOR) & Conditions of Contract

1. Introduction:

The Department of Economic & Statistics, Government of Himachal Pradesh has been entrusted with the task of preparing GSDP estimates of the State. Every year the Department publishes the State GSDP estimates. The estimates are based on the vital data inputs received from various departments & timely conducted survey. Since large part of the economy is under unorganized sector so to find out the value addition through surveys of different economic activity is very essential & need to estimated time to time so as to have latest valuation estimates be used in the GSDP estimates. With the growing sense of utilizing data for the lowest level of planning, the estimates output need to be made viable at further disaggregate level. Input-Output Table is a disaggregated production account & provides the holistic picture of the economy, which helps in formulating the policy of the State. DES proposes to engage an external agency to formulate the Input-Output table of the State for the year 2017-18 along with other studies.

2. Purpose & Objective of the Survey: -

Input-Output table have got many dimensions which helps to understand the economy from various angles. It is certainly a vast exercise which not only involves the estimation through secondary based data but given the nature of our economy number of surveys need to be conducted or already collected data need to be analyzed so as to have the sound input-output table of the State. Soon the new base year would be 2017-18 so if the Input-output table is formulated for the year 2017-18, it will be largely helpful for the State. The broad objectives are

1. To estimate industry wise GVA of the State along with the Private Final Consumption Expenditure (PFCE); Government Final Consumption Expenditure of the State (GFCE); Gross Fixed Capital Formation of the State (GGCF); Change in stock(CIS); export-import(X-M) etc. The final outcome of the study shall be included in the inception report.
2. To develop the capacity of the DES officials for preparation of IOT and deep understanding of national and State accounts.

3. Scope of Work

3.1 Survey & Evaluation on the economic activity need to be conducted in the following manner:

- **Developing Frame for the study:-** Based on the different dimension of the scope of work, due discussions & deliberations, need to know the areas where there are huge data lags and how to fill those data lags, ddiscussions with different stakeholders & collection of whatever inputs available with the concerned department, IOT preparation will be undertaken and used then, for designing the frame of study.
- **Sample Selection & Schedule Designing :-** There could be certain areas where availability of data is limited and in order to fill the data gap,

survey need to be conducted. Due to time, manpower and financial constraint sample survey will be undertaken. To make sample representative of the census the best sampling techniques needs to be undertaken with the best expertise available with the agency. Proper schedule designing exercise work to be undertaken through which the objectives of the study shall be achieved. Schedule should cover all the aspects of the particular economic activity so that various dimension of that particular economic activity are covered. The decision on sample survey would be taken during the discussion phase or pre-bid phase.

- **Training for surveyor, data collector & supervision:** - Proper training of enumerators, data collector who will contact different offices and supervisors deployed by DES need to be undertaken so as to make them understand the efficacy of data and its ramification. The cause and spirit of the survey needs to be properly percolated to each surveyor & data collector so that they undertaken the work with due diligence & sensitivity.
- **Training to officers / officials about the development of IOT:** - The results of the survey and data collected through different sources will be used for the IOT preparation and hence training should to be conducted by trained IOT experts who have played key role in preparation of IOT earlier too. Two training programmes and hand holding on IOT for at least one week's duration shall be imparted in Shimla for DES officials under the project cost.
- **Final Report:-** The final report should have all the details regarding the different sources of data, sample survey undertaken, procedure of valuation commodity wise and industry wise, calculation procedure of PFCE, GFCE, CIS, GFCE, X-M on commodity wise basis, industry wise net indirect tax calculation with full narrative and justification so as to make it presentable at different stages.

3.2 The external Agency shall perform following principal tasks, so as to make the final report exhaustive, futuristic & providing vision for future planning and policy purpose:

- (i) Collect, compile, analyze and interpret relevant primary/ secondary data;
- (ii) Visit concerned offices of State/ central government departments;
- (iii) Browse websites of national/ international level agencies/ departments;
- (iv) Study and analyze national/ international level reports in related fields;
- (v) Study and analyze best practices of economic valuation applied in various States;
- (vi) Hold meetings/ deliberations with related agencies/ departments etc;
- (vii) Proper & detailed analysis with the help of key personnel/ professors/ learned scholars etc.
- (viii) Training and hand holding exercise shall be conducted.

4. Assignment Frame:

4.1 Assignment would require following key activities and Agency must devote enough resources to complete the assignment within prescribed timelines:

- **Inception Report;**
- **Preparatory works:** Review of data needs & objectives of the study, data availability for frame designing & sample selection, marking the different data sources, development of tools for data collection, meeting with the concerned departments/offices; schedule designing with proper consultation with the different stakeholders.
- **Training & Field Survey:** Selection and allocation of areas and different sources to the enumerator, data collectors and the supervisor deployed by the DES as only quality enumerators can ensure quality data. To enrich and enhance the quality of enumerator, training needs to be properly organized and ensured that the spirit of the survey is well understood by the enumerator & different data collectors. Mock field survey will be part of the training. Dates to be shared with the DES.
- **Data collection, entry & compilation:** Collection of data through field survey & different data sources. Supervision of survey by supervisor. Scrutiny of collected data, compilation of data through data entry software. Time to time interaction with the surveyor, data collector and supervisor.
- **Tabulation, Analysis & Objectives Outcome:** Preparation of different table and analysis work, presentation of data meeting the different objectives of the survey, Disaggregate production account, estimation through expenditure approach, the Social impact analysis of the various economic decision taken through IOT formulated.
- **Preparation of the draft Report over the IOT and other survey/study reports and power point presentation;**
- **Incorporation of comments and finalization of the IOT report and other surveys report.**

4.2 Based on the above activities and evaluation milestones, recommended timelines for assignment would be as below:

- **Inception report:** Within 02 weeks after signing of the contract
- **Preparatory works:** Within 16 weeks or 4 month after signing of the contract
- **Training and Field Survey & data collection:** Within 16 weeks or 4 month after signing of the contract
- **Data Entry and Compilation:** Within 20 weeks or 5 month after signing of the contract

- **Analysis & Objectives Outcome:** Within 28 weeks or 7 month after signing of the contract
- **Training of DES officials:** First training during the preparation of IOT.
- **Preparation of the draft Report of the Survey and power point presentation:** Within 30 weeks or 7 and half month after signing of the contract;
- **Incorporation of comments and finalization of the Survey 2017-18report:** Within 32 weeks or 8 month after signing of the contract.
- **Training of DES officials: Second training after completion of the task.**

4.3 The duration of assignment will be as per timelines given by Department of Economic & Statistics (DES), from the date of signing the agreement. The subdivision of time frame at different stages of the study has to be adhered according to that given in timeline.

5. Payment Schedule (in Rs.):

Stage	Payment Percentage	Deliverables
After approval of Preparatory works	10%	Progress Report.
After first training of DES officials and field survey/secondary data collected	15%	Progress Report.
After submission of the draft Survey report and power point presentation (covering main highlights of the report)	20%	“Draft Survey 2017-18 report” in two copies in English.
After analysis & Objectives outcome	10%	Progress Report.
After approval of final Survey 2017-18 Report and second training of DES officials.	45%	Final Survey Report along with executive summary (twenty (20) copies in English) & All the data in soft and hard copies as requested by DES, GoHP.

6. Deliverables:

6.1 During the assignment following deliverables are expected from the Agency:

- (i) Inception report;
- (ii) Preparatory works progress report;
- (iii) Training & Field survey progress report;
- (iv) Data collection, entry and compilation progress report;
- (v) Tabulation, analysis and objectives outcome progress report;
- (vi) Draft Study/report, Executive Summary and power point presentation in English;
- (vii) Final report i.e. Input-Output Table of Himachal Pradesh 2017-18 along with executive summary (ten (10) copies in English) & all the data in soft and hard copies as requested by DES, GoHP.

6.2 Final report i.e. Input-Output Table of Himachal Pradesh 2017-18 should:

- (i) Contain an executive summary (mandatory)
- (ii) Be analytical in nature (both quantitative and qualitative)
- (iii) Be structured around issues and related findings/lessons learnt
- (iv) Include conclusions
- (v) Include recommendations
- (vi) Have futuristic vision
- (vii) Be prepared in English language.

7. Interaction with DES:

The Joint Director, Department of Economic & Statistics, Himachal Pradesh (hereinafter referred to as "JD-DES") will be overall coordinator of the works under this agreement. JD-DES will do necessary correspondence on behalf of the DES with the Agency to ensure the progress of assignment as per terms and conditions mentioned in this TOR.

8. Required Team:

- 8.1** The Agency must ensure that the team deployed should be same as the qualified personnel list given during qualification stage. The agency will be permitted to replace team members, with the permission of DES, provided that the replacement member possesses equal or higher qualifications and experience as compared to original member.
- 8.2** Agency shall be permitted to induct additional subject expert members at any stage to the team.
- 8.3** Agency may add additional team members with appropriate qualifications and experience to finish the assignment as per given timelines. Regarding to dissatisfaction about qualifications or performance of the any team member, the DES shall have the right to ask for replacement of any team member.

9. Other Terms And Conditions:

- 9.1** Agency shall inform the DES about its proposed field visits well in time.
- 9.2** The Agency shall be responsible for making all arrangements for transport and accommodation etc. for their field visits and the DES will not be responsible for making any such arrangements.
- 9.3** The formats of the report must be as agreed with the DES.
- 9.4** The Agency shall not sublet any work to any external agency in respect of this assignment.
- 9.5** The Agency shall be responsible for making all arrangements for this assignment. For this purpose Agency will employ adequate staff and arrange transport at his own cost.
- 9.6** DES shall provide all available information and facilitate in providing information from other related departments, necessary to the Agency to carry out the assignment.
- 9.7** The Agency shall not apply the benefit transfer approach to arrive the different results, only fields survey should be the basis on outcome

derived for the particular economic activity under survey.

Appendix 2

Letter of Technical Proposal

{To be printed on the Letterhead of the Bidder(s), including full postal address, telephone, faxes and e-mail address}

Date:

The Economic Adviser

Department of Economic & Statistics

Shimla, Himachal Pradesh

Phone: 0177-2626302

Email: ecostat-hp@nic.in

Subject: Selection of External Agency for preparation of Input-Output Table of the State for the year 2017-18, Government of Himachal Pradesh (GoHP)

Sir,

Having examined the RFP documents and your requirements, the receipt of which is hereby acknowledged, we, the undersigned, offer to accept the proposal in full conformity with the said RFP documents.

We are enclosing herewith other requisite information in forms and attachments as specified in the RFP document.

We declare that the information Stated above and enclosed attachments is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient for the DES GoHP, to reject our application.

We understand that you are not bound to accept this or any other application you may receive.

Dated this ____ day of _____ 2019

(Name & Signature of Authorised Signatory)_____

In the capacity of _____ (position)

Appendix 3

Letter of Financial Proposal

{To be printed on the Letterhead of the Bidder(s), including full postal address, telephone, faxes and e-mail address}

Date:

The Economic Adviser
Department of Economic & Statistics
Shimla, Himachal Pradesh
Phone: 0177-2626302
Email: ecostat-hp@nic.in

Subject: Selection of External Agency for Input-Output Table of the State for the year 2017-18, Government of Himachal Pradesh (GoHP)

We the undersigned, offer to provide the services for the work cited under subject in accordance with your Request of Proposal dated----- 2018.

Our Financial Proposal inclusive of Goods and Service Tax is as below:

	Amount in figures	Amount in words
Total Professional Fees		
Goods & Service Tax		
Gross Total		

Notes: A) The above includes all travel, lodging and other out of pocket expenses within Shimla; no extra claims above what has been mentioned in this section will be allowed during the engagement

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to "Prevention of Corruption Act, 1988", during the bidding process and execution of the contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Company Seal)

Appendix 4

Anti Collusion and Non Conflict of Interest

{To be printed on the Letterhead of the Bidder(s), including full postal address, telephone, faxes and e-mail address}

Date:

The Economic Adviser

Department of Economic & Statistics

Shimla, Himachal Pradesh

Phone: 0177-2626302

Email: ecostat-hp@nic.in

Subject: Selection of External Agency for Input-Output Table of the State for the year 2017-18, Government of Himachal Pradesh (GoHP)

Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder/s or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

We hereby undertake that the draft, final reports, any other deliverables and any information/documents received from DES GoHP will not be used, given, disclosed, displayed, reproduced, circulated to any person or organization without the written permission of DES GoHP.

We further confirm that there is no conflict of interest in undertaking this assignment and neither we nor any of our associate company having any common director and/or having more than 26% equity stake is advising or will advise any potential bidder for this project.

We further undertake that we or any of our associate company having any common director and/or having more than 26% equity stake will not take any equity or debt participation in this project.

Dated this _____ day of _____ 2019

(Name & Signature of Authorised Signatory)_____

In the capacity of _____

Appendix 5

FORMAT FOR POWER OF ATTORNEY FOR SIGNING THE PROPOSAL

(On a Stamp Paper of relevant value)

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the Selection of External Agency for Preparation of Input-Output Table of the State for the year 2017-18, Government of Himachal Pradesh (GoHP), including signing and submission of all documents and providing information/ responses to DES GoHP, representing us in all matters before DES GoHP, and generally dealing with DES in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

- 1 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- 2 Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.
- 3 In case the Proposal is signed by an authorised Director of the Agency, a certified copy of the appropriate resolution / document conveying such DES GoHP may be enclosed in lieu of the Power of Attorney.

Appendix 6

FORM OF PERFORMANCE SECURITY

(PERFORMANCE BANK GUARANTEE)

To

The Economic Adviser

Department of Economic & Statistics

Shimla, Himachal Pradesh

Phone: 0177-2626302

Email: ecostat-hp@nic.in

In consideration of ***** acting on behalf of the The Economic Adviser, Department of Economic & Statistics, Himachal Pradesh] (hereinafter referred as the “DES GoHP”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the DES GoHP’s Agreement no. Datedvalued at Rs. (Rupees), hereinafter referred to as the “Agreement”) Agency Services for Selection of External Agency for Preparation of Input-Output Table of the State for the year 2017-18, Government of Himachal Pradesh (GoHP)”, and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the DES for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Agency do hereby undertake to pay to the DES an amount not exceeding Rs..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the DES GoHP by reason of any breach by the said Agency of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the 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 DES stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the DES GoHP by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s 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. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to the DES GoHP any money so demanded notwithstanding any dispute or disputes raised by the Agency 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 Agency shall have no claim against us for making such payment.

4. We, (indicate the name of 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 DES GoHP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DES GoHP certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the DES GoHP that the DES GoHP 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 Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the DES GoHP against the said Agency and to forbear 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 Agency or for any forbearance, act or omission on the part of the DES GoHP or any indulgence by the DES GoHP to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the DES GoHP in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ***** (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the DES GoHP serves a written claim on the Bank in accordance with paragraph 2 hereof.
9. This guarantee shall be valid until 120 days from the date LOA and shall be extended, before the expiry of 120 days, if required, for a period upto 6 months from the date of completion of assignment by the Agency.

Name of the Bank

Seal of the Bank:

Dated, theday of, 20

(Signature, name and designation of the authorized signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Appendix-7

Particulars of Key Personnel Proposed for Assignment

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Similar Assignments*
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

Curriculum Vitae(CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)

7. List of similar projects on which the Personnel has worked
Name & Type of the Project Description of responsibilities
 - a.
 - b.

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignments required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and name of the Key Personnel) Place

(Signature and name of the authorized signatory of the Bidder)

Notes:

- (a) Use separate form for each Key Personnel.
Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm. Photo-copies will not be considered for evaluation.

Appendix-8

Description of approach, methodology and work plan for performing the assignment

Approach, methodology and work plan are key components of the Proposal. You are suggested to present in your proposal the followings:

- a) *Approach and Methodology,*
- b) *Work Plan/ Conceptual Framework*
- c) *Organization and Staffing,*
- e) *Ensuring quality outputs*

- (a) **Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities obtaining the expected output and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them.
- (b) **Work Plan/Conceptual Framework:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones and completion dates of the key deliverables. The proposed work plan should be consistent with the approach and methodology, showing understanding of the TOR and ability to translate them into a feasible work plan. The scope of task shall be well defined and it corresponds to the TOR.
- (c) **Organization and Staffing:** In this chapter you should propose the structure and composition of your assignment and operational team. You should list the main disciplines of the project, the key expert responsible.
- (d) **Ensuring quality outputs:** In this chapter you should suggests innovative approaches which are relevant for assignment and ensuring quality outputs throughout the assignment.

Note: The bidder may be invited to make a presentation on approach; methodology and project plan to judge their understanding of the assignment.

Appendix-9

Particulars of the Bidder

1.1	Name of Company or Firm:
1.2	Legal status:
1.3	Registered address:
1.4	Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business: Details of Offices and staff place in Himachal Pradesh: Name, designation, address and phone numbers of authorized signatory of the Bidder: Name: Designation: Company: Address: Phone No.
1.5	Documents to be submitted: i. Copy of Certificate of Incorporation / Registration of the Bidder ii. Copy of PAN iii. Copy of Service Tax Registration Certificate iv. Copies of IT Returns for the last three years (2012-13, 2013-14 & 2014-15)

Appendix – 10

Summary of Assignments of the Bidder*

(Refer Clauses 3.1 and 3.3)

S. No.	Name of Assignment	Assignment Type	Name of Client	Contract award date	Contract Completion date	Value of the Contract (in Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						
6						

The Bidder should provide details of only those projects that have been undertaken by it under its own name and have been completed before bid submission date.

Each Project mentioned here should have supporting document in the form Work Order/Agreement, Payment Received Certificate and Completion Certificate.

Project should not be older than 10 years as on Proposal Due Date. The effective date for calculating 10 years would be work order/ agreement date for the work awarded to the consultant.

Appendix 11: Declaration of ineligibility for corrupt or fraudulent practices

To be provided on 'Company letter head'

The Economic Adviser
Department of Economic & Statistics
Shimla, Himachal Pradesh
Phone: 0177-2626302
Email:

Subject: Declaration of ineligibility for corrupt or fraudulent practices.

Madam / Sir,

This is with reference to the DES, GoHP RFP no. dated for Appointment of Agency for for Preparation of Input-Output Table of the State Economy for the year 2017-18..

In this context, I/We, as an authorized representative(s) of company, declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Name:

Seal:

Date:

Place: