

HP INFRASTRUCTURE DEVELOPMENT BOARD, SHIMLA, HP

The Corrigendum/Addendum/Clarification to Pre-Bid queries raised by prospective bidders in response to EOI-cum-Financial Bid for Transaction Advisory Services for Operation, Management & Maintenance of being developed at Mata Ka Bag at Kinnu, District Una in H.P. on PPP mode

Date: 06.12.2025

1. The following clarification in response to queries raised by prospective bidders through email shall form an integral part of the EOI-cum-Financial Bid document and amount to an amendment of relevant para/clause of the bid document. Wherever there is a conflict, the provisions herein shall prevail over the relevant para/clause of the EOI-cum-Financial Bid document.

S.No	Pg. No./Clause in EOI	Query	Corrigendum/Addendum/Clarification
1.	Clause 7.General Terms and Conditions ,Page No. 3 EMD- Consultant/Bidders shall furnish EMD of Rs 2.00 Lacs. EMD for the mentioned amount shall be paid to HPIDB in the shape of DD payable at Shimla. Proposals not accompanied by EMD shall be rejected as non-responsive. EMD of Successful bidder would be returned within one month of signing of the contract. The EMD will not carry any interest.	We Resurgent India Limited is a SEBI Registered Category – I Merchant Banker and registered under the Micro, Small and Medium Enterprises (MSME) Act. We request you to kindly waive the EMD fees of Rs. 2.00 Lakh for MSME organization.	Following is inserted/added to the existing Clause: MSME are exempted from submission of Bid Security /EMD. Instead, they can submit a Bid Security Declaration

1.	Clause 5 Timelines and Payment Milestones (Pg no – 3)								No Change
	S. No.	Deliverables/Milestones	Time for Consultant to submit the deliverable	% of the Total fees Payable	S. No.	Deliverables/Milestones	Time for Consultant To submit the deliverable	% of the Total fees Payable	
	1.	•Inception Report (Further work on assignment shall depend upon the outcome of Inception Report acceptable to the HPIDB/ Commissioner (Temple)-cum Deputy Commissioner Una.	Two weeks from signing of the agreement	10%	1.	•Inception Report (Further work on assignment shall depend upon the outcome of Inception Report acceptable to the HPIDB/ Commissioner (Temple)-cum Deputy Commissioner, Una.	Two weeks from signing of the agreement	10%	
	2.	Financial Feasibility Report. Structuring/ Financial modelling of the Proposal etc.	Draft documents within Two weeks form acceptance of first deliverable.		2.	Financial Feasibility Report Structuring/ Financial modelling of the Proposal etc.	Draft documents within Two weeks form acceptance of first deliverable.	15%	
			Final documents within one week after acceptance of draft report.	20%			Final documents within one week after acceptance of draft report.	20%	

		3.	Preparation of Bid Documents (RFP/ Concession Agreement /other documents as may be required. (Legally Vetted)	Two weeks from acceptance of second deliverable.	20%	3.	Preparation of Bid Documents (RFP/ Concession Agreement /other documents as may be required. (Legally Vetted)	Two weeks from acceptance of second deliverable.	20%	
		4.	Selection of bidder/issue of award letter. (In case bids are not received for the selection of concessionaire in first call, the Transaction Advisor shall carry out bid process for second and third call at no extra cost the HPIDB/Authority)	As per RFP	20%	4.	Selection of bidder/issue of award letter. (In case bids are not received for the selection of concessionaire in first call, the Transaction Advisor shall carry out bid process for second and third call at no extra cost to the HPIDB/Authority)	As per RFP	20%	
		5.	Signing of the contract with the selected bidder & submission of performance security by the selected Bidder.	As per RFP	20%	5.	Signing of the contract with the selected bidder & submission of performance security by the selected Bidder.	As per RFP	10%	
		6.	Financial Closure	As per CA.	10%	6.	Financial Closure	As per CA.	5%	
2.		Clause 7.5 (Pg no– 4) EMD- Consultant/Bidders shall furnish EMD of Rs 2.00 Lacs.				We request the Authority to kindly exempt the Earnest Money Deposit (EMD) requirement of Rs. 2.00 Lakhs for bidders registered under the Ministry of Micro, Small and Medium Enterprises (MSME) . As per Government of India guidelines, MSME-registered entities are eligible for EMD exemption on production of valid MSME/UDYAM certificates. Along with that We are attaching The MSME certificate below .				Following is inserted/added to the existing Clause: MSME are exempted from submission of Bid Security /EMD. Instead, they can submit a Bid Security Declaration

S.No.	Clause in RFP	Query	Corrigendum/Addendum/Clarification
1.	<p>Page no.08,</p> <p>The EOI/Financial Bid shall be addressed to Chief General Manager, HPIDB, New Himrus Building, Circular Road, Shimla-171001, and should reach on or before 04.12.2025 upto 04.00P.M.</p>	<p>We respectfully request an extension of at least 2 weeks from the date of release of responses to queries, for the submission of hard copy documents pertaining to Technical Proposal.</p> <p>The preparation of bid documents involves substantial effort in a niche domain, requiring extensive documentation, collation of relevant data, and the careful identification and on boarding of suitably qualified professionals for designated roles. Given the complexity and volume of work involved, additional time is essential to ensure a comprehensive and high-quality submission.</p> <p>In view of the above and considering that the submission is to be made in physical form at Shimla we kindly request for an extension of the submission deadline by at least Two weeks from the release of Pre bid queries.</p> <p>We appreciate your consideration and look forward to your confirmation.</p>	<p>Bid submission date is extended from 04.12.2025 to 15.12.2025 upto 4.00 PM</p>
2.	<p>Page no.02</p> <p>2. Overview of Project: Site location : NH-503 near Indian Oil Petrol Pump Kinnu District Una.</p>	<p>We would like to request the authority to kindly clarify that all these building assets are existing structures, or these assets are to be constructed yet?? Kindly clarify.</p>	<p>The infrastructure is completed</p>
3.	<p>Page no. 4,</p> <p>B. Bid Process Management,</p> <p>iv. Offering Legal Advice on any matter relating to the assignment referred to it by HPIDB/ Authority.</p>	<p>We would like to inform that Real estate consultants can only help in developing DCA & RFP Documents and does not provide any Advice on any legal matters which is an open ended scope which should be omitted, only legal review of RFP's & DCA should be considered as scope of consultant.</p>	<p>Sub Contracting of Legal Services is allowed</p>
4.	<p>Addition of New Clause:</p> <p>Liability of the Consultant</p>	<p>We request the authority to kindly confirm that the Liability of the consultant is limited to the fee only. Hence, we request the authority to kindly include the clause for Limitation of Liability in RFP as-</p> <p>"In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss</p>	<p>As per EOI</p>

		or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage”.	
5.	<p>Page no. 06, 7. General Terms and Conditions:</p> <p>EMD- Consultant/Bidders shall furnish EMD of Rs 2.00 Lacs. EMD for the mentioned amount shall be paid to HPIDB in the shape of DD payable at Shimla. Proposals not accompanied by EMD shall be rejected as non-responsive. EMD of Successful bidder would be returned within one month of signing of the contract. The EMD will not carry any interest.</p>	<p>We kindly request you to provide the bank account details for submission of the Earnest Money Deposit (EMD) in connection with the Tender.</p> <p>In order to proceed with the payment as per the tender requirements, we would appreciate it if you could share the relevant bank information, including the account name, account number, IFSC code, and any other necessary instructions.</p>	<p>Name: HP Infrastructure Development Board Bank: PNB, The Mall Shimla A/C No.: 0427000106773890 IFSC Code: PUNB0042700</p>
6.	<p>Page no.03, 6. Eligibility Criteria for Consultants/ Bidders</p> <p>Team Leader-cum-Financial Expert- MBA/CA, having at least 10 years of experience in financial modelling and structuring of PPP projects</p>	<p>We would like to highlight that for such senior professionals, we believe that evaluation parameters should focus more on the number of years of experience and the nature of projects undertaken, rather than solely on academic qualifications.</p> <p>In light of this, we kindly request the authority to consider allowing candidates with a Graduation in any discipline, along with an Master’s in Project Management/MBA/PGDM in any field or Equivalent, to be eligible under the eligibility criteria.</p>	As per EOI
7.	<p>Page no.04, 6. Eligibility Criteria for Consultants/ Bidders</p> <p>Technical Expert (Infrastructure): Should possess a degree of Bachelors/Masters degree in Civil Engineering and have at least 8 years of experience in PPP related work.</p>	<p>We would like to highlight that for such senior professionals, we believe that evaluation parameters should focus more on the number of years of experience and the nature of projects undertaken, rather than solely on academic qualifications.</p> <p>In light of this, we kindly request the authority to consider allowing candidates with a Graduation in any discipline, along with an Master’s in Project Management/MBA/PGDM in any field or Equivalent, to be eligible under the eligibility criteria.</p>	As per EOI
8.	<p>Addition of New Clause:</p> <p>Success Fees:</p>	<p>We would additionally request the Authority to kindly include an additional consultancy fee clause of Success Fee, as is the general industry norm on Transaction Advisory projects.</p>	As per EOI

		<p>The specialized consultants receive a designated percentage of the overall project cost for successful closure/transaction of the subject development. This payment is given by the respective investors/developers to the Transaction consultant through the Authority.</p> <p>Typically, the norm dictates similar projects to exhibit a success fee/transaction fee range of 1-1.5% of the project cost of the subject development due to be paid by the potential developer. This fee post successful closure of the transaction is paid by the investor/developer to the Authority and then the Authority pays to the Transaction Consultant.</p>	
9.	Contract Documents	We would like to request the authority to kindly provide us the contract documents.	As per EOI
10.	<p>Page 05. 11. Instructions for Bid Submission,</p> <p>xi. In case project is not feasible under PPP mode, the same can be terminated/abandoned at inception/prefeasibility stage as the case may be. (Payment only up to the completed milestone shall be made to the Consultant.)</p>	<p>We would like to highlight that there are resources that are deployed during the inception /pre-feasibility stage also. Additionally, Financial resources are allocated towards these resources also, during the initial stage of the project only.</p> <p>In this regard, we request the authority to kindly clarify that in case of termination/abandonment of project (if the project is found to be not feasible) the payment shall be done for the work done during the prefeasibility stage also.</p>	As per EOI