

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: 20.12.2025

It is informed that the proposal due date has now been extended from 26.12.2025 to 30.12.2025 upto 4.00 PM

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 11 (vi) on Page no. 7 of Expression of Interest-cum-Financial Bid. Sub-contracting only in case of Legal Expert shall be allowed.	<p>The newly introduced clause raises significant practical and operational concerns. Transaction advisory assignments of the nature undertaken by HPIDB are inherently multidisciplinary and require the combined application of legal, technical, and financial expertise. Restricting sub-contracting exclusively to the Legal Expert, while prohibiting the engagement of external technical and financial experts, is neither feasible nor consistent with industry practice.</p> <p>As an empanelled law firm with HPIDB, we have, over the years, routinely associated with domain-specific technical and financial professionals to ensure the highest quality advisory output. This well-established working arrangement has never compromised service delivery in any respect; rather, it has enabled the efficient integration of specialized knowledge that a single organization cannot reasonably be expected to house in its entirety.</p> <p>Imposing such a restriction may inadvertently exclude otherwise competent and experienced bidders from participating, thereby limiting competition and potentially reducing the quality of professional services available to HPIDB.</p> <p>It is also respectfully noted that two recently published EOI documents of HPIDB namely (i) <i>Transaction Advisory Services for O&M of Infrastructure under Dharamshala Smart City Ltd. (PPP Mode)</i>, and (ii) <i>Transaction Advisory Services for O&M of the Building Premises under "Stabilization of Ridge", Shimla Smart City Ltd. (PPP Mode)</i>, both dated 09.09.2025 did not contain any such clause, thereby reflecting the established and consistent approach of permitting bidders to engage requisite experts as needed. Clause 11(vi) of the said EOI documents read as "In case Consultant wish to associate experts for this assignment, proper agreement between the parties be enclosed specifically to delineate respective</p>	Conditions of tender document shall prevail

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		<p>responsibilities under this agreement, along with credential in this area, but main responsibility would be of the Empanelled Consultant”.</p> <p><u>The abrupt introduction of restrictive condition in the current EOI is therefore not aligned with past practice, industry norms, or the practical requirements of PPP assignments.</u></p> <p><i>Suggested Reform by way of restoring the following standard clause in the previous EOI documents issued by HPIDB:</i> <i>In case Consultant wish to associate experts for this assignment, proper agreement between the parties be enclosed specifically to delineate respective responsibilities under this agreement, along with credential in this area, but main responsibility would be of the Empanelled Consultant.</i></p>	
2.	<p>Clause 8 on Page no. 6 of Expression of Interest-cum-Financial Bid.</p> <p>It may be noted that the Consultant/Bidder shall have to be registered with GST and shall submit the proof of the same.</p>	<p>It is most respectfully submitted that Legacy Law Offices LLP, being a Law Firm, is not liable to pay or collect Goods and Services Tax (GST) for the services rendered, in accordance with Notification No. 12/2017 issued by the Government of India on June 28, 2017. Legacy Law Offices LLP is neither liable to pay nor collect GST and is, therefore, <u>not required to obtain GST registration for rendering legal services.</u></p> <p>Based on the technical and financial inputs, the final consultancy work deliverable availed by HPIDB is a Project Agreement/ Contract i.e. a legal document and therefore, even if the transaction advisory services are viewed as composite services, the principal supply remains legal services.</p> <p><i>Suggested Reform by way of deleting the provision which was never there in the previous standard EOI documents of HPIDB:</i> The following sentence which has been inserted in the recently issued EOI documents of HPIDB be deleted, as the same leads to reducing the competition in the bidding process and cause HPIDB to award consultancy contracts at higher financial cost:</p> <p><i>“It may be noted that the Consultant/Bidder shall have to be registered with GST and shall submit the proof of the same.”</i></p>	<p>Conditions of tender document shall prevail</p>

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3.	<p>Clause 7.5 on Page no. 6 of Expression of Interest-cum-Financial Bid</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>It is submitted that the Authority may kindly be pleased to allow an exemption from the payment of the Earnest Money Deposit to the bidders registered under the various schemes of the Government of India, including UDYAM scheme, DIC scheme, NSIC scheme, etc.</p> <p>Suggested Reform: <i>Consultants/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 Consultant /Bidder would be returned within one month of signing of the contract. The EMD will not carry any interest.</i></p> <p>i. <i>Micro, Small and Medium Enterprises (MSME) registered with the following agencies are exempted from paying EMD as above:</i></p> <ol style="list-style-type: none"> <i>District Industries Centres (DIC)</i> <i>Khadi and Village Industries Commission (KVIC)</i> <i>Khadi and Village Industries Board</i> <i>Coir Board</i> <i>National Small Industries Corporation (NSIC)</i> <i>Directorate of Handicraft and Handloom</i> <i>Any other body specified by Ministry of MSME.</i> <i>Bidder having Udyam Registration Certificate.</i> <p>ii. <i>MSMEs participating in the tender must submit the certificate of registration with anyone of the above agencies indicating the details of the tendered item along with their bid, for exemption to EMD.</i></p> <p><i>The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.</i></p>	<p>MSME are exempted from submission of Bid Security /EMD. Instead, they can submit a Bid Security Declaration as per the format provided in Annexure 1 to this document on bidder's letterhead duly signed and stamped by authorized signatory. The bidder shall also submit MSME registration certificate ensuring that the registration certificate issued by competent authority must be valid as on bid due date of the tender. The successful bidder shall ensure that the registration certificate is valid till the end of the contract period.</p>

Bid Security Declaration Format
(On Bidders Letter head)

Dated:

To

The Chief General Manager
HPIDB, New Himrus Building
Circular Road, Himland Shimla- 171 001

Sir/Madam,

We, the undersigned solemnly declare that:

We understand that according to this EOI-cum Financial Bid document's conditions the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we (all members individually and jointly in case of JV/C) shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the tender conditions if we:

1. Withdraw/ amend/ impair/ derogate, in any respect from our Proposal within the Proposal validity; or

2. Being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:

(a) Refused or failed to produce the original documents for scrutiny or the required Bid Security within the stipulated time under the EOI-cum-Financial Bid document's conditions.

(b) Fail or refuse to sign the contract.

3. We know that this Proposal-Securing Declaration shall expire

(a) If the contract is not decided - **forty-five days** after the expiration of the Proposal validity, any extension to it.

(b) If the contract is not awarded to us-not later than **thirty days** after the conclusion of the resultant contract, or

(c) If the contract is awarded to us-after receipt of performance security from them

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of.....

[name, address, and seal of Consultant]

Dated on.....day of [insert date of signing]

Place... [insert place of signing]