



**Invitation of Applications for Enlistment of  
Firms for Empanelment of Business Partners  
for execution of Horticulture, Infrastructure &  
Allied Activities**

**No.HM/AGM/EOI/2023-24/240**

**Date: 20<sup>th</sup> May, 2023**

**HIMACHAL CONSULTANCY ORGANISATION LTD. (HIMCON)**

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All queries, if any, in connection with enlistment shall be contacted to following official .

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## **1. HIMCON – Introduction**

HIMCON was established in the year 1977 with an objective, as initially envisaged, to provide quality advice and consultancy services at an affordable price mainly to the small entrepreneurs for identifying, planning and formulating their projects as well as to the financial institutions & banks for systematic appraisal of industrial finance proposals. Therefore, the basic thrust during the initial years was on Project Consultancy, namely preparation of Project Reports, Project Appraisals, Techno Economic Feasibility studies and market surveys. The Organization also built up its strengths in conducting special studies like Industrial Potential Surveys sponsored by State Government and SIDBI. The company, in addition, offered management consultancy services for improving organizational efficiency and productivity.

Over the years, the environment and the market area in which HIMCON operated has undergone material changes in line with global changes. The overall industrial climate in the state has changed and has taken a positive trend. Project consultancy work has been started by some private consulting individuals in some areas as well as the banks and financial institutions have also strengthened their in-house competency for identification and appraisal of viability aspects of projects.

On its part the State Government has also been seeking professional support from HIMCON for varied type of assignments such as infrastructure development studies and evaluation of various schemes being implemented by the Government in addition to identification of core areas for development and concurrent appraisals of various projects. Overall, developments in these areas helped to facilitate a qualitative shift in the status of HIMCON from the level of consultants for small entrepreneurs to that of a multi-functional and multi- disciplinary organization offering a wide range of services to the industrial and infrastructure development, and to a wider spectrum of clientele including those outside the state of Himachal Pradesh.

## **2. Indicative Specializations / Categories for Enlistment**

In order to cater the versatile clientele requirements, the company is looking for expert advisory support from firms/individuals in various specific domains. Therefore, HIMCON invites application eligible Engineering Consultancy firms/ Individual Consultants/ Domain Experts for providing expert advisory/specific consultancy services in the various discipline as indicated below:-

1. Horticulture Development
2. Infrastructure Development
3. City beautification
4. Infrastructure & Urban Planning
5. Water & Waste water Management
6. Sports & Tourism
7. Process Engineering
8. Assets Valuation
9. Other works of Municipal Corporations.

### **2.1 Conditions of Enlistment: -**

- a) Enlistment will be done against the relevant business area. A firm can be enlisted for various business areas as indicated in above para.
- b) At this stage, there will be only technical enlistment of the agencies/individuals with HIMCON & no price bids are to be submitted.
- c) As and when any such requirement arises, HIMCON will identify the eligible agencies for empanelment business partner for that specific requirement. The empanelment partner shall respond to each request for quotation raised by HIMCON within stipulated time decided by HIMCON.

- d) Empanelment partner will require to submit updated credential (Including Financial statements and work order/ satisfaction certificate) every year to HIMCON. HIMCON will review and update the credential of empanelment partner accordingly.
- e) The empanelled partners shall abide by all terms and conditions for the complete period of empanelment.
- f) The empanelled partners shall inform HIMCON if any opportunity for a partnership to compete for a project is realized by the partner.
- g) The empanelled partners, when participating in a tendering process in consortium with HIMCON, shall be responsible for any inaccurate or incorrect information furnished as part of the bid submission. Further, the empanelled partner shall solely bear the consequences of the same
- h) Empanelment of agencies/individuals through this Application for Empanelment shall be for a period of **two years** from the date of empanelment which can be extended subject to approval of Managing Director for next one year on satisfactory performance basis and mutual agreement.
- i) Empanelled Partner must ensure fulfilment of regulatory compliances and licenses for the services being offered for. In this regard Empanelled Partner shall indemnify HIMCON against any non- compliance and submit a declaration as per Annexure 3 on the company letter head duly signed by authorized signatory. Annexure-3 is attached.
- j) Empanelment as such does not guarantee to award of assignments by HIMCON.
- k) HIMCON reserves the right to delete/cancel the empanelment/stop awarding future assignments without prior notice or assigning any reasons whatsoever
- l) The assignments shall be allotted on the basis of accepted principles as also the criteria/terms of reference specified by HIMCON from time to time
- m) On award of assignments, the firm/individual will have to sign a MOU, with HIMCON on a case to case basis and also furnish an Indemnity Bond.

### **3. Eligibility Criteria**

The applicant will be evaluated for enlistment as a business partner, inter-alia, based on the prequalification criteria mentioned below:

<b>S. No.</b>	<b>Pre-Qualification Criteria</b>	<b>Reference Details/ Documentary Evidence</b>
1.	The applicant should be a legal entity registered in India.	Certificate of Incorporation / Any other relevant document
2.	The applicant should be having GST registration.	GST Registration certificate / copies
3.	The applicant should not have been blacklisted by any of the PSUs.	Self-Declaration on letterhead
4.	The applicant interested to execute the work may apply & priority shall be given to the experience holders in the similar nature of work.	Attach PO's /work orders/certificates from customers specifying "completion" or "satisfactory work in progress" and reference details with contact details of the customer.
5.	The complete profile of firm should be attached	Profile of the firm
6.	A presentation regarding area of operation along with approach Methodology need to be attached	Copy of presentation
7.	Agency must have done atleast a work of 80 lacs in total or 40-40 lacs 2 works or 30-30 lacs of three works	Copy of Work Orders
8.	List of Machinery available for the concern work.	Authorized signatory on company letterhead

In case of no sufficient response, or in case of good prospective applicants conducted a good presentation and along with approach & Methodology, Managing Director, HIMCOM reserve the right to waive off any specific or all eligibility criteria/ condition for enlistment/empanelment of agency.

## **4. Information to Applicants**

### **4.1 Period of Enlistment/Empanelment:**

- a) The validity period of enlistment/empanelment will be two years from the date of Letter of intent issued to the firm.
- b) The period of enlistment/empanelment may be extended after two years basis as mutually agreed between HIMCON and the empanelled/enlisted partner.
- c) HIMCON will review the performances of the Enlisted/Empanelled Partners on Quarterly/Half-yearly basis taking into account the market potential and development. However, HIMCON reserves the right to terminate empanelment any time and en-cash the PBG after reviewing One Year Performance of the Partner.

### **4.2 Enlistment Processing fee & Earnest Money Deposit:**

- a) The enlisted applicant found eligible for the empanelment shall furnish a sum of INR 2,00,000/- (INR Two Lacs only) as earnest money in favour of HIMCON.
- b) EMD of unsuccessful bidders will be released/returned within 30 days from due date of date of issue of LOI to successful bidders or validity of the offer submitted.
- c) Enlistment document fee/cost is non- refundable.
- d) The applicants shall hold the offer open for a period of 180 days from the date of opening of applications. It being understood that after submitting the response to this Enlistment, it will not back-out from his offer or modify the terms and conditions thereof. If the applicant fails to observe or comply with the foregoing stipulation, the aforesaid amount deposited as Earnest Money shall be liable to be forfeited by the HIMCON.
- e) The Enlistment Money may be furnished in the form of online transfer or DD or a/c Payee Cheque of amount in our Bank account (both Rs 5000/- Plus 18% GST = Total 5900/- as Enlistment fee and Rs 2 lacs as EMD amount) for further processing along with respective UTR numbers of the transaction shared with the bid in hardcopy.

The details of the Bank account are given below:

<b>Account Name</b>	<b>Nature of A/c</b>	<b>Bank</b>	<b>Branch Name</b>	<b>Account No.</b>	<b>IFSC</b>
Himachal Consultancy Organization Limited	Current	HDFC Bank	HDFC Bank Ltd., SCO-9, Sector-15, Part-II, Gurugram	50200035117307	HDFC0001381

- f) If the application is accepted for enlistment and empanelment, the amount of Earnest Money will be held as security deposit for due and faithful fulfilment of contract.
- g) The application not accompanied by Enlistment fee will be rejected.

#### **4.3 Guideline for preparation of response to this Enlistment :**

Applicants are requested to follow the below guidelines while preparing their responses for enlistment.

- a) The application should be in the format provided in Annexure 1. Any application not found responsive to the details mentioned in this document may be rejected.
- b) The applicant is requested to review the response before submission as the submitted response shall be considered final and no revision will be permitted.

#### **4.4. Amendment to the information document:**

HIMCON may, for any reason, whether at their own initiative or in response to a clarification requested by an interested applicant, modify this document through amendment. In such case, the following rules will apply:

- a) Any amendment shall be issued in writing through addenda.
- b) Amendment shall be hosted on HIMCON's website. Any Applicant who wishes to receive the Amendment via email can



send an email to the email address indicated in the Notice section requesting for the same.

- c) Any such modification will overrule the original version and previously modified version.
- d) HIMCON, at its discretion, may extend the deadline for submission of EOI, after considering the materiality of the amendment.

#### **4.5. Confidentiality :**

The empanelled Business Partner and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of HIMCON or its clients without the prior written consent of HIMCON.

#### **4.6 Jurisdiction :**

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman & Managing Director, HIMCON. The place of arbitration shall be Gurugram, Haryana and the language used shall be English.

#### **4.7 Force Majeure Clause :**

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earthquakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/ regulations, order of requisitions issued by any Government Department or Competent Authority of acts of God ( here-in- after referred to as event) then provided notice of the happening of any such event is

given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by HIMCON and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option terminate the Contract provided also that if the contract is so terminated under this clause HIMCON may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

## **5. Terms and Conditions**

- a) The empanelled partner needs to sign an NDA with HIMCON as per HIMCON's policy.
- b) HIMCON reserves the right to accept or reject any or all application(s) without assigning any reason whatsoever. HIMCON's decision in this regard shall be binding and final.
- c) The bidder should furnish a list of its Partner's/Directors and a declaration that such partners/Directors has no interest in any other bidders in respect of the same tender.
- d) Business partners will be empanelled among enlisted firms based on the eligibility criteria mentioned in the documents.
- e) HIMCON reserves the right to verify the particulars furnished by the applicant independently, If any of the information, furnished by the applicant, is found incorrect at a later stage, HIMCON may forfeit the EMD or en cash the Bank Guarantee or the bidder may have to borne the losses incurred by HIMCON.

- f) If the empanelled partner doesn't not respond to the enquiries on three different occasions or express their inability to quote for enquiries, HIMCON reserves the right to cancel its empanelment.
- g) If the business partner is unable to quote against any query floated by HIMCON, Regret letter must be sent, failure to do so repeatedly may result in deletion of the business partner's name from the approved list of Business Partners.
- h) Wherever required, specific MoU/agreement will be signed with respective partner for specific business opportunity (RFP/Tender/Bid).
- i) The applicant after submitting the response to this EOI, agree with HIMCON for honouring all aspects of fair trade practices.
- j) The applicant shall bear all cost associated with the preparation and submission of the response to this Eol.
- k) The lock-in period for empanelment will be two (02) years, after two years in case any partner wishes to withdraw/exit empanelment, the same can be done by giving a written notice of 3 months, provided there are no obligations pending on the part of bidder.
- l) Based on the involvement of the Business Partner in various stages of converting/bringing business, suitable preference will be given to the concerned business partner in terms of higher lead factor during evaluation from selected business partner.
- m) The empanelment partner shall be responsible for quality assurance and for assuring that the work conforms to the requirements of specific Contract. The empanelment partner shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy this Contract's requirements.
- n) The empanelment partner shall ensure that all equipment, **material and supplies are provided according to the specification of tender or award letter. In case of any deficiency on account of sub standard material or quality issue the empanelment partner will be responsible for a penalty of 200% of value of such material, equipment or supplies.**
- o) The work performed by the empanelled partner shall be at risk of the empanelled partner exclusively. To the fullest extent permitted by law,

empanelled partner shall indemnify, defend (at empanelled partner's sole expense) and hold harmless HIMCON, the Owner (if different from HIMCON), affiliated companies of HIMCON, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgements, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this empanelment by empanelled partner or its agents. These indemnity and defence obligations shall apply to any acts or omissions, negligent or wilful misconduct of empanelled partner, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. misconduct of Indemnified Parties. The empanelment partner shall sign a indemnity bond for each award letter accordingly.

- p) The empanelled partner represents and warrants that all materials, labor and/or systems furnished by the empanelled partner in connection with the any work assigned by the HIMCON shall be free of defect for a period of one year or defect liability period as identified in award letter. If a defect of material or workmanship occurs within the one year period or defect liability period as identified in award letter, the Employer/ HIMCON will notify the empanelled partner of such defect and upon receipt of such notice, the empanelled partner shall immediately, at its own expense, act to satisfactorily repair and/or replace the defective material and/or workmanship and/or systems.
  
- q) The empanelled partner represents and warrants that it will comply all applicable rule and regulation such as labor law, safety standard, environment law and other applicable rules and regulations.

## **6. Annexure**

### **6.1 Enlistment Format**

The response to the Enlistment needs should cover following and should reach HIMCON before the submission Timeline. HIMCON reserves the right to reject any response received after the mentioned deadline.

- a) The cover letter in the format mentioned in Annexure 2 should be part of the expression of interest being submitted. Duly signed by Authorized Signatory of the Company. The power of Attorney in favor of Authorized Signatory issued by competent authority shall be part of the proposal.
- b) Application must include the Enlistment fees Rs. 5000/- plus GST Rs.900/- total Rs. 5900/- to be submitted in bank account or through DD or a/c payee cheque as mentioned above.
- c) The applicants need to provide all the reference details/documentary evidences required to fulfil the eligibility criteria as applicable. The applicant is expected to submit evidences to meet all the eligibility criteria mentioned in Section 3.
- d) The applicants need to provide the details of the point of contact who shall be contacted from HIMCON for any matter pertaining to the empanelment or the Enlistment process in the future.
- e) Applicants required to fill the form given below which would capture the category(s) in which the applicant wants to get itself enlisted with HIMCON. The form would also capture the applicant's profile as per Annexure -1 (A)

### 6.1 Annexure 1 (A) : Company Profile & Mandatory Information

(Duly filled to be submitted along with application as First Page / INDEX of the Proposal)

Sr No.	Item	Description	Particular/ Reference	Submitted at Page No
1.		Name of the Company		
2.		Power of Attorney duly signed by the competent authority in favor of Authorized Signatory		
3		Covering Letter as per Annexure-2		
4.		EMD (Rs. 2,00,000/-) - (Bank Name, UTR Number, Date and IFSC Code) or (Reference number of Exemption Certificate like MSME or NSC as applicable etc) or number & date of DD or Crossed cheque (will be submitted on the selection of empanelment)	UTR No. / Date /Bank Name /IFSC Code	
5.		Enlistment Fees (Rs.5900) - (BankName, UTR Number, Date and IFSC Code) or number & date of DD or Crossed cheque (will be submitted with application of enlistment)	UTR No. / Date/Bank Name/IFSC Code	

6.	Established Firm	The applicant should be an established firm operating in India. Certificate of Incorporation / Any other relevant document to be submitted.	Certificate of Incorporation issued on _____	
7.	Positive Net Worth	Net worth of the firm	CA certificate	
8.	Machinery	List of available machinery in the firm	Detailed list	
9.	GST	The applicant should be an authorized dealer having GST registration. GST Registration certificate / copies to be submitted.	GST Registration certificate issued on	
10.	Not Blacklisted	The applicant should not have been blacklisted by any of the PSUs, CPSU, Govt. or Private Sector for the past 2 years. Self declaration to be submitted.	Self certificate duly signed on company Letter head	
11.	Declaration on Indemnification	Empanelled Partner must ensure compliance of Regulatory Compliances & License for the Services being offered for. In this regard Empanelled Partner shall indemnify HIMCON against any non-compliance and submit a declaration .	Declaration on firm/agency letterhead as per Annexure- 4 submitted	
12.	Annexure-3: Non disclosure Agreement (NDA) Format	Duly signed by the authorized signatory (NDA will be signed after successful bidder)		

13.	Profile Information	Status of Applicant (Partnership, Public/Private/Company etc.)		
14.		Owner / CMD of the company	Name: Designation:	
15.		Details of the concerned SPOC (Name/Designation/email/ contact)	Name : Designation: Email:	
16.		Bank details	Name of the Bank : Account No. : ISFC Code:	
17.		Number of Years of Experience	From date of Incorporatio n - ____Years	
18.	Specialization for Empanelment	Area chooses for empanelment: Please tick the relevant area		



		<ol style="list-style-type: none"> <li>1. Horticulture Development</li> <li>2. Infrastructure Development</li> <li>3. City beautification</li> <li>4. Infrastructure &amp; Urban Planning</li> <li>5. Water &amp; Waste water Management</li> <li>6. Sports &amp; Tourism</li> <li>7. Process Engineering</li> <li>8. Assets Valuation</li> <li>9. Other similar works</li> </ol>		
19	<p>Presentat ion alongwith approach &amp; Metho- dology</p>			

6.2 Annexure-2

Cover Letter Format  
COVERING LETTER (to be on company  
letter head)

Date:..../..../2023

Offer Reference No: HIMCON/EOI/2023-24/

To,

The Managing Director  
HIMACHAL CONSULTANCY ORGANISATION LTD. (HIMCON)  
1<sup>st</sup> Floor, Shree Niketan, Mehli-Shoghi Road, Lower Panthaghati,  
Shimla-171013 (H.P.)

Sir,

**Sub: Enlistment for empanelment for Business Partner.**

Having examined enlistment document bearing the reference number HIMCON/EOI/2023- 24/ dated .../..../2023 released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to empanel our organization as aBusiness Partner in conformity with the said EOI.

If our offer is accepted, we undertake to abide by all the terms and conditions mentioned in the said documents over the period of empanelment.

We have enclosed a UTR numbers of online transaction or number & date of DD/Cheque in HIMCON bank account in lieu of EMD for INR ...../- (INR ..... Only ) in favour ofHIMCON.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said application, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us,our application is liable to be rejected.

Date:

Signature(with seal)

Name:

Designation:

### **6.3 Annexure-3 : Non-Disclosure Agreement (NDA) Format**

#### **CONFIDENTIAL AND MUTUAL NON- DISCLOSURE AGREEMENT**

**Format will be shared with successful bidder only**

**6.4 Annexure -4**

**(to be on company letter head)**

Offer Reference No: HIMCON/EOI/2023-24/ .....

Date: .... / ..... / 2023

To,

The Managing Director  
HIMACHAL CONSULTANCY ORGANISATION LTD. (HIMCON)  
1<sup>st</sup> Floor, Shree Niketan, Mehli-Shoghi Road, Lower Panthaghati,  
Shimla-171013 (H.P.)

Sir,

Sub: Declaration on Indemnification

We, undersigned, offer to enlist our organization and empanelled Business Partner in conformity with the Terms and conditions of the application. As per term & conditions of the enlistment, we hereby undertake to fulfil regulatory compliances and License for the services being offered and, in this regard,, we indemnify HIMCON against non- compliance on our part.

Date:

Signature with seal –

(In the box)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_