



National Horticulture Board
Ministry of Agriculture & Farmers Welfare
Plot No.85, Sector 18, Institutional Area,
Gurugram, Haryana- 122015, India
www.nhb.gov.in

Bid No.: GEM/2024/B/5290219

Date: 12.09.2024

NHB replies to Pre-Bid queries

Deloitte Touche Tohmatsu India LLP

Subject: Bid No.: **GEM/2024/B/5290219** for engagement of an Agency / Organization to function as Programme Management Unit for Cluster Development Program of National Horticulture Board published via GeM Portal on 14.08.2024 – Pre-bid replies to queries reg.

Sl. No.	Clause No. and Page reference	RFP Document text	Query	Response by the NHB
1	Point 3.1, Page no. 13	The applicant Agency should have in-house team, skills and expertise required for the assignment.	We would like to seek clarification if the consulting firm is required to provide declaration that the proposed key experts/ team members are not deployed in any other Central or State projects/ programme at the time of submission of the proposal. We understand that NHB has included this criterion to ensure that proposed team is available for implementation of Cluster Development Program. However, if the proposed team member is deployed on any other Central or State Govt. project, his/ her availability will be subjected to release approved by the competent authority of the respective project.	Proposed team should be on the payroll of the bidder at the time of signing of Agreement or issuance of LOA. It shall be ensured by the bidder that all the proposed team members are available and deployed at the O/o the NHB and shall not be engaged in any other central or state government projects/ programmes. Bidder shall provide declaration in this regard as a part of bid document.
2	Point 10.3,	Payment Terms of PMU	We would like to understand if on-boarding of projects are spread across the project timeline. Also,	The project is not limited to 12 pilot clusters and the number of clusters may increase based on

	Page no. 51	It is mentioned in the section of payment terms of the PMU that the remaining 20% of the quarterly payment shall be paid based on the output delivered which shall be measured as number of projects on-boarded in each quarter.	<p>it is mentioned that for each on-boarded project, 4% of the quarterly fee will be paid. We understand that there are 12 clusters in the pilot phase and if bidder is onboarding all the projects in one quarter, he would be eligible for 12*4% (<i>4% of the quarterly fee due during the quarter</i>) = 48% of the fee.</p> <p>Also, if existing Implementation Agencies will be considered in the quarterly fee payouts. We request you to provide a matrix or criteria for measuring the output delivered.</p>	<p>requirement of the scheme.</p> <p>Further, it is also clarified that 4% of the quarterly fee will be restricted to 20% only, based on the performance measured by number of on-boarded project(s).</p>
3	Point no- 11.2, Page no. 22 and Section VII Page no. 76	Evaluation of Technical Proposal	It is mentioned on the page no. 22 that The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (St). While on page no. 76, it is mentioned that the minimum technical score required to pass is 75.	<p>It is clarified that the minimum marks for qualifying for financial opening shall be 75.</p> <p>The clause 11.2, a) ii. on page number 22 shall be read as:</p> <p>The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a minimum technical score of 75 (seventy-five) marks or more, out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (St).</p>
4	Section VII, Page no. 74	Criteria I: Financial Capacity – Average Annual Financial Turnover of consultant (as a firm).	It is mentioned that 10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on prorated basis, while Max Points are mentioned as 15. We request to you kindly clarify if max score is 10 or 15 marks	<p>The clause for Criteria I on page number 74 shall be read as:</p> <p>The marks shall be awarded to the bidder as per the following criteria of Average Annual Financial Turnover of consultant/firm:-</p> <p>a) Below 20 Cr. – 00 Marks b) 20 Cr. - 100 Cr. – 05 Marks c) 101 Cr. - 500 Cr. – 7.5 Marks d) 501 Cr. – 1000 Cr. – 10 Marks e) 1001 Cr. – 1500 Cr. – 12.5 Marks f) Above 1500 Cr. --15 Marks</p>
5	Section VII, Page no.	Criteria II: Experience in managing/	Could you provide more details on the scope and nature of experience, NHB is looking under this	No Change.

	75	developing/ supporting innovative approaches to deliver financial services for Agri/Horti Value Chain for Central/ State Governments/ Bilateral/ Multilateral Agencies.	<p>criterion? We understand that such projects/ programmes involving innovative approaches to deliver financial services are limited in Agriculture, Horticulture, and allied sectors.</p> <p>We suggest that Innovative approaches to deliver targeted public distribution system for food may also be considered to increase number of bidders and ensure equal opportunities for all participants.</p>	
6	Section 1, Page no. 9	Tender Information Summary (TIS)	<p>It is mentioned that Response (in writing) to Queries by O/o NHB is 10.09.2024 while Last Date & Time for uploading of Bids is 13.09.2024.</p> <p>We would like to highlight that our internal procedures necessitate obtaining approvals based on the clarifications provided by the NHB. We kindly request an extension of the bid submission deadline by three weeks to enable us to complete our internal processes and submit a robust proposal.</p>	NHB has considered an extension in the timeline for uploading of bids. Bid Due Date has been extended as 21.09.2024.

M/s Ernst & Young LLP

Sl. No.	Clause No. and Page reference	RFP Document text	Query	Response by the NHB
1.	Page no. 16 Clause 4.3	Qualification of Team leader Post-Graduation in Post-Harvest Management /Agri Business or equivalent / Horticulture or related field with at least 15 years of experience – Should have experience of performing the role of a team leader for assignments of similar nature, in project development and implementation in horticulture/agriculture value chain development, and private sector projects with State/Central Govt.	We understand that the proposed expert for this position shall have a total experience of 15 years. In addition, the expert shall also have demonstrable experience of working as team leader, we request teauthority to confirm the same.	Yes, this understanding is correct. There is no change in this clause.
2.	Page no. 16 Clause 4.3	Qualification of MIS/ IT expert Graduate in IT (BE/B.Tech. or equivalent) and MBA with minimum 7 years of experience, including one project with IT/MIS.	We request the authority to remove MBA as necessary qualification for this position.	Revised criteria for MIS/IT Expert may be read as - “Graduation in IT (BE/B.Tech or equivalent) with MBA / post-graduation in relevant field with minimum 7 years of experience, including one project with IT/MIS Intervention in Central/state Government.”
3.	Page no. 42 Clause 8	Successful Bidder shall deploy the resources as per the terms & conditions stipulated in the RFP and instruction/ direction received from NHB time to time.	We request the authority to consider deployment of resources on as per need basis only since the role/ contribution of different experts will be during different stages of the project, not all of which will be on-going parallelly.	No change.

4.	Page no. 51 Clause: Payment terms	80% of the quarterly payment shall be based on attendance. Remaining 20% shall be paid based on the output delivered which shall be measured as number of projects on-boarded in each quarter. For every on-boarded project, 4% of the quarterly fee due during the quarter shall be paid. The payment shall be based on a quarterly basis, based on the number of projects awarded in that quarter.	We understand the following and request the authority to confirm: In case when there is no private sector on-boarding work to be done in a particular quarter, the 20% payment based on output shall be clubbed with the attendance-based payment and 100% of the fee for that quarter shall be paid based on attendance only.	No Change.
5.	Page no. 93 Form of Financial Bid	The financial evaluation shall be done on the Total Cost (6). <i>Where total cost has been defined to include consulting fee and reimbursable expenses.</i>	We request the authority to change the financial evaluation criteria to: Total cost excluding reimbursable expenses.	No Change.
6.	Page no. 48 Clause 9.5	However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause 12.	We request the authority to reduce the penalty to 5% and change the clause to the following: However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause 12.	No change as this is as per the format prescribed by the Department of Expenditure.

7.	Pg. 62 Clause 12.1.4	Except in cases of criminal negligence or 62arteli misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.	We request the authority to kindly change the clause to the following: Except in cases of criminal negligence fraud or 62arteli willful misconduct, the aggregate liability of the Consultant to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.	No change as this is as per the format prescribed by the Department of Expenditure.
8.	Pg. 33 and 34 Clause 5.7 (e) and (f)	e) Restrictions on the Use of Information Without the Procuring Entity's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract. The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract. Notwithstanding the above, the	We request the authority to change the clause to the following: Clause 5.7 (e) to be deleted and replaced with the following clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the	No change as this is as per the format prescribed by the Department of Expenditure.

	<p>Consultant may furnish to its holding company or its Sub- consultant(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the Consultant shall obtain from such holding company/ Sub- consultant(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Consultant under the above clauses. The obligation of the Consultant under sub- clauses above, however, shall not apply to information that: i) the Consultant needs to share with the institution(s) participating in the financing of the contract. ii) now or hereafter is or enters the public domain through no fault of Consultant. iii) can be proven to have been possessed by the consultant at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or iv) otherwise lawfully becomes available to the Consultant from a third party with no obligation of confidentiality.</p> <p>The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Consultant before the contract date in respect of the contract, the RFP Document, or any part thereof.</p>	<p>receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p> <p>f) Protection and Security of Personal Data Where the Consultant is processing Personal Data for the Procuring Entity (as part of Services), the Consultant shall:</p> <p>5) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as</p> <p>i) set out in this Contract or as otherwise notified by Procuring Entity;</p> <p>ii) Comply with all applicable laws;</p> <p>iii) Process the Personal Data only to the extent and in such manner as</p>	
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		<p>The provisions of this clause shall survive completion or termination for whatever reason of the contract.</p> <p>f) Protection and Security of Personal Data Where the Consultant is processing Personal Data for the Procuring Entity (as part of Services), the Consultant shall:</p> <p>5) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity; ii) Comply with all applicable laws; iii) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body; iv) Implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental, loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected; 5) Take reasonable steps</p>	<p>is necessary for the discharge of the Consultant's obligations under this Contract or as is required by Law or any Regulatory Body;</p> <p>iv) Implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;</p> <p>6) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;</p> <p>7) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-consultant for the provision of the Services;</p> <p>8) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the</p>	
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	<p>to ensure the reliability of its staff and agents who may have access to the Personal Data;</p> <p>5) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub- consultant for the provision of the Services; vii) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity</p> <p>viii) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.</p> <p>ix) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity. x) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;</p> <p>Notify the Procuring Entity (within five Working Days) if it receives the;</p> <p>a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or 5) a complaint or request relating to the Procuring Entity's obligations under the</p>	<p>Procuring Entity</p> <p>Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.</p> <p>9) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.</p> <p>10) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;</p> <p>Notify the Procuring Entity (within five Working Days) if it receives the;</p> <p>a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or</p> <p>b) a complaint or request relating to the Procuring Entity's obligations under the law.</p> <p>The provision of this clause shall apply during the contract period and indefinitely after its expiry.</p>	
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		<p>law.</p> <p>The provision of this clause shall apply during the contract period and indefinitely after its expiry.</p>		
9.	Page no. 12 Clause 2.2	<p>“Notwithstanding anything to the contrary in this agreement, Consultant (Bidder) will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non- exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.” All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Entity and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof.</p> <p>The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns in</p>	<p>We request the authority to make the following modifications to the clause:</p> <p>All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Entity and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof.</p>	<p>No change as this is as per the format prescribed by the Department of Expenditure.</p>

		<p>termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.</p>	<p>performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Procuring Entity reflected in them).</p>	
10	<p>Page no. 33 · Clause 5.7 (b)</p>	<p>All deliverables, outputs, platform, data, reports, and other documents and software submitted by the Successful Bidder under this Contract shall become and remain the property of the NHB and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the NHB's prior written consent. The Successful Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the NHB, together with a detailed inventory thereof. The Successful Bidder may retain a copy of such documents and software but shall not use it for commercial purposes.</p>	<p>We request the authority to make the following modifications to the clause: All deliverables, outputs, platform, data, reports, and other documents and software submitted by the Successful Bidder under this Contract shall become and remain the property of the NHB and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the NHB's prior written consent. The Successful Bidder shall, not later than upon termination or expiration of this Contract, deliver all deliverables, outputs, platform, data, reports, and other documents and software such documents and software to the NHB, together with a</p>	<p>No change as this is as per the format prescribed by the Department of Expenditure.</p>

			detailed inventory thereof. The Successful Bidder may retain a copy of such documents and software but shall not use it for commercial purposes.	
11.	Page no. 35 Clause 5.12	<p>If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows: 5) The Consultant shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorized on that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer's decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations under any other statute, rules or orders which shall be concurrently binding on the Consultant. ii) The Consultant shall, if the authorized Government Officer so requires (whether before or after the prices have been</p>	<p>We request the authority to make the following modifications to the clause:</p> <p>5) The Consultant shall, upto a period of one year from the termination of contract whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorized on that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer's decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations</p>	No change as this is as per the format prescribed by the Department of Expenditure.

		<p>finally fixed), afford facilities to the Government Officer concerned to visit the Consultant's premises to examine the processes of delivery of Services and estimate or ascertain the cost of performance of Contract. The authorized Government Officer shall have the power, mutatis mutandis, to examine all the relevant books of the Consultant's Sub-consultant or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities. iii) If, on such examination, it is established that the contracted price is more than the actual cost-plus reasonable profit margin, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.</p> <p>iv) The Consultant or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the Consultant or its agencies calling for the production of documents under sub-clause (1) above. In the event of the Consultant's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the Consultant and his agencies.</p>	<p>under any other statute, rules or orders which shall be concurrently binding on the Consultant.</p> <p>ii) The Consultant shall, if the authorized Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Consultant's premises to examine the processes of delivery of Services and estimate or ascertain the cost of performance of Contract. The authorized Government Officer shall have the power, mutatis mutandis, to examine all the relevant books of the Consultant's Sub-consultant or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.</p> <p>iii) If, on such examination, it is established that the contracted price is more than the actual cost-plus reasonable profit margin, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.</p> <p>iv) The Consultant or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the Consultant or its agencies calling for the production of documents under sub-clause (1) above. In the event of the Consultant's or his</p>	
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			<p>agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the Consultant and his agencies. Not with standing anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to Procuring Entity/Authorized Government Officer agreeing to maintain confidentiality of these documents. No access to the Consultant's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Procuring Entity to conduct such audit or request for information shall not be a competitor of the Consultant and shall agree to confidential obligations with Consultant, for the said purpose.</p>	
12.	Page 55-61 Clause 11	<i>Please refer to RFP</i>	<p>We request the authority to make the following modifications to the clause:</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be</p>	<p>The clause already specified in the RFP to be applicable as per the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder. Hence, no change.</p>

			<p>adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi in India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.</p>	
13.	Page 13 Clause 3.2 (b)	<p>Unfair Competitive Advantage and Conflicting Activities: had (or any of its Affiliates) been engaged by the NHB to provide goods, works, or services for a project, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the consulting services for such preparation or implementation.</p>	<p>We request the authority to delete this clause</p>	<p>No change as this is as per the format prescribed by the Department of Expenditure.</p>

14.	Page 30 Clause 5.3	<p>Restriction on Potential Conflict of Interests</p> <p>Neither the Consultant nor its Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities: 5) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them. b) After this Contract's termination, such other activities as may be stipulated in the contract. c) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity. d) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract. e) The payment of the Consultant according to (GCC Clause 10.5) shall constitute the Consultant's only payment in connection with this Contract. The Consultant shall not accept for its benefit any trade</p>	<p>We request the authority to make the following modifications to the clause:</p> <p>5) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.</p> <p>b) After this Contract's termination, such other activities as may be stipulated in the contract.</p> <p>Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.</p> <p>e) d) During the term of this Contract and after its termination, the Consultant and its affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.</p>	<p>No change as this is as per the format prescribed by the Department of Expenditure.</p>
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15.	Page no. 24 Clause 14	<p>The person who has signed the contract on behalf of the Successful Bidder shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Successful Bidder, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Successful Bidder. If it is discovered at any time that the person so signing has no authority to do so, the NHB reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Successful Bidder liable to the NHB for all costs and damages arising from such misdemeanors.</p>	<p>We request the authority to make the following modifications to the clause:</p> <p>The person who has signed the contract on behalf of the Successful Bidder shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Successful Bidder, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Successful Bidder. If it is discovered at any time that the person so signing has no authority to do so, the NHB reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Successful Bidder liable to the NHB for all costs and damages arising from such misdemeanors.</p>	No change as this is as per the format prescribed by the Department of Expenditure.
16.	Page no. 29 Clause 5.1	<p>Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business</p> <p>Consultant must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the</p>	<p>The clause is too widely worded and may cover partners not associated with this engagement. Hence, we request the authority to kindly delete entire clause.</p>	<p>The Bidders may kindly note -</p> <p>Selected Bidder must inform in advance to NHB regarding any change for Procuring Entity in its constitution/ financial stakes/ responsibilities during the execution of the contract.</p> <p>(This shall be applicable to the partner(s)/Director(s) directly involved for this</p>

		<p>Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:</p> <p>a) A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.</p> <p>b) On the death or retirement of any partner of the Consultant firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract</p> <p>for default as per the contract and/ or avail any or all remedies thereunder.</p> <p>c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.</p>		assignment.)
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17.	Page no. 35 Clause 5.10	<p>Insurances</p> <p>The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.</p>	<p>We request the authority to make the following modifications to the clause:</p> <p>The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurances are in place before commencing the Services as stated in GCC clause 9.2. Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.</p>	No change as this is as per the format prescribed by the Department of Expenditure
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18.	Page no. 54 Clause 10.4	<p>Withholding and lien in respect of sums claimed:</p> <p>Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalization or adjudication of any such claim from –</p> <p>a) any security or retention money, if any, deposited by the Consultant.</p> <p>b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.</p> <p>Where the Consultant is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his capacity or otherwise.</p> <p>It is an agreed term of the contract</p>	<p>We request the authority to make the following modifications to the clause:</p> <p>Withholding and lien in respect of sums claimed:</p> <p>Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalization or adjudication of any such claim from –</p> <p>a) any security or retention money, if any, deposited by the Consultant.</p> <p>b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.</p> <p>Where the Consultant is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his capacity</p>	No change as this is as per the format prescribed by the Department of Expenditure.
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		<p>that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 11 and/ or 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.</p> <p>Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.</p>	<p>or otherwise.</p> <p>It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clauses 11 and/ or 12. The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.</p> <p>Lien in respect of Claims in other Contracts: Any sum of money due and payable to the Consultant (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with the Procuring Entity or Government.</p>	
9.	Page no. 55 Clause 10.7	<p>Payment Against Time-Barred Claims</p> <p>In accordance with the Limitation Act 1963, all claims against the Procuring Entity shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim</p>	<p>We request the authority to make the following modifications to the clause:</p> <p>In accordance with the Limitation Act 1963, all claims against the Procuring Entity shall be legally time-barred after three years calculated from when the payment falls due unless the payment claim has been</p>	No change as this is as per the format prescribed by the Department of Expenditure.

		has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful to reject such claims.	under correspondence-discovery of the cause of action. The Procuring Entity is entitled to, and it shall be lawful to reject such claims	
20.	New Clause Proposed		<p>We request the authority to include the following clause in the agreement:</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Procuring Entity, are for Procuring Entity 's internal use only (consistent with the purpose of the particular Services) including Procuring Entity 's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Procuring Entity's organization.</p>	Not agreed.
21.	New Clause Proposed	-	<p>We request the authority to include the following clause in the agreement:</p> <p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the procuring Entity if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	Not agreed.

M/s Grant Thornton Bharat LLP

S. No.	Clause No. and Page reference	RFP DOCUMENT text	Query	Response by the NHB
Queries: Pre-eligibility & Technical Evaluation				
1.	Eligibility to Participate, Page 13	<p>Eligibility Criteria:</p> <p>The Bidder must have an average annual turnover of at least Rs.20 crores from Consultancy Services/Advisory Services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23. (Copies of audited balance sheet and Statutory Auditor Certificate highlighting the turnover to be attached)</p>	<p>1. With reference to the last published RFP (GEM/2024/B/4485481) dated 15th Jan 2024 by National Horticulture Board for Onboarding of PMU for Cluster Development Programme, as per Pre- eligibility Criteria, INR 50 Crore was required as the annual average turnover for the bidder.</p> <p>2. Additionally, considering no major change in scope, strategic value, and scale of the assignment, it is hereby requested that the minimum annual turnover shall be increased to at least INR 50 Cr from Consultancy/Advisory Services in last three previous financial years.</p>	<p>This is a typographical error and the clause 3.1. ii, on page number 13 shall be read as:</p> <p>The Bidder must have an average annual turnover of at least Rs. 20 crores duly audited by CA firm from Consultancy Services / Advisory Services in the last completed three financial years.</p>
2.	Clause 11.4, Page 22	<p>Financial Proposals Evaluation and Ranking of Proposals:</p> <p>Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows: $S = St \times 80\% + Sf \times 20\%$.</p>	<p>With reference to the last published RFP (GEM/2024/B/4485481) dated 15th Jan 2024 by National Horticulture Board for Onboarding of PMU for Cluster Development Programme, the evaluation criteria as per clause 4.2 was QCBS 70:30.</p> <p>Also, with reference to the Manual for Procurement for Consultancy Services by Department of Expenditure, Ministry of Finance, Section 3.9.1 (Table 3, Page 42), it states that "Moderate complexity"</p>	No change.

			<p>assignments should have an evaluation criteria 75-65/35-25 (Quality/Cost Score Weighting (%) in QCBS)</p> <p>Link: https://doe.gov.in/files/manuals_documents/Mannual_for_Procurement_of_Consultancy%206_Other_Services_Updated%20June%20C%202022_1.pdf</p> <p>We understand that this programme has been running for last three years and the proposed PMU would be required to scale the pilot programme.</p> <p>Considering the above points and no significant change scope of previously published RFP and the guidelines from Dept of Expenditure, it is hereby requested to change the evaluation criteria to QCBS 70:30.</p>													
3.	SECTION VII, Page 74	<p>Criteria I: Financial Capacity – Average Annual Financial Turnover of consultant (as a firm).</p> <p>10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on prorated basis.</p>	<p>With reference to the last published RFP (GEM/2024/B/4485481) dated 15th Jan 2024 by National Horticulture Board for Onboarding of PMU for Cluster Development Programme, <u>no marks were given to financial status of the firm.</u></p> <p>We also would like to make a <u>strong notice to the competent authority that any organization which has the highest turnover will be getting the additional advantage under this RFP and inhibit the competitive opportunity among other competitors</u> with these additional marks which are not desired as per the <u>Model Tender Document for Procurement of</u></p>	<p>The clause for Criteria I on page number 74 shall be read as:</p> <p>The marks shall be awarded to the bidder as per the following criteria of Average Annual Financial Turnover of consultant/firm:-</p> <table><tr><td>a) Below 20 Cr.</td><td>– 00 Marks</td></tr><tr><td>b) 20 Cr. - 100 Cr.</td><td>– 05 Marks</td></tr><tr><td>c) 101 Cr. - 500 Cr.</td><td>– 7.5 Marks</td></tr><tr><td>d) 501 Cr. – 1000 Cr.</td><td>– 10 Marks</td></tr><tr><td>e) 1001 Cr. – 1500 Cr.</td><td>– 12.5 Marks</td></tr><tr><td>f) Above 1500 Cr.</td><td>--15 Marks</td></tr></table>	a) Below 20 Cr.	– 00 Marks	b) 20 Cr. - 100 Cr.	– 05 Marks	c) 101 Cr. - 500 Cr.	– 7.5 Marks	d) 501 Cr. – 1000 Cr.	– 10 Marks	e) 1001 Cr. – 1500 Cr.	– 12.5 Marks	f) Above 1500 Cr.	--15 Marks
a) Below 20 Cr.	– 00 Marks															
b) 20 Cr. - 100 Cr.	– 05 Marks															
c) 101 Cr. - 500 Cr.	– 7.5 Marks															
d) 501 Cr. – 1000 Cr.	– 10 Marks															
e) 1001 Cr. – 1500 Cr.	– 12.5 Marks															
f) Above 1500 Cr.	--15 Marks															

			<p>Consultancy Services.</p> <p>As per the Model Tender Document for Procurement of Consultancy Services issued by Department of Expenditure, Ministry of Finance, Govt. of India, Section VII: Evaluation/ Scoring Criteria (Page 101), <u>No marks have been given to the Financial Turnover of the bidder in the technical evaluation criteria.</u></p> <p>Request you to kindly consider the same and relax this criteria as per the given guidelines by DOE.</p> <p>Link: https://doe.gov.in/files/circulars_document/Mo del Tender Document for Procurement of Consultancy Services 2.pdf </p>	
4.	SECTION VII, Page 75	Experience in managing/developing/supporting innovative approaches to deliver financial services for Agri/Horti Value Chain for Central/ State Governments/ Bilateral/ Multilateral Agencies	<p>As per the mentioned clause, experience in managing/developing/supporting innovative approaches to deliver financial services has been requested.</p> <p>We understand any project which has secured credit/financial linkages with Banks/ IDAs/ NBFCs shall be considered. Kindly Clarify.</p> <p>Also, please also clarify the bifurcation of 5 marks.</p>	<p>Your understanding is correct. However, project related Agri/Horti Value Chain only would be considered.</p> <p>Maximum marks 5 marks (1 mark per project for Agri/Horti Value Chain project only).</p>
Queries & Clarifications – GCC and Terms & Conditions				
5.	Clause 3.1, Page 13	The applicant Agency should have in-house team, skills and expertise required for the assignment	<p>With reference to the said clause, it is to clarify that the proposed team shall be on the payroll of the bidder by the time of signing of Agreement or issuance of LOA. Kindly confirm on the same.</p>	<p>Yes, proposed team should be on the payroll of the bidder at the time of signing of Agreement or issuance of LOA. It shall be ensured by the bidder that all the proposed team members are available and deployed at the O/o the NHB and the</p>

				bidders may take note that the payment will be made as per clause 10.3 of the RFP "Terms and Modes of Payment."
6.	Clause 4.3, Page 16	Resource Requirement for PMU for Cluster Development Program	<p>As per the scope given in the RFP there is a requirement of Contract Management & Pvt. Sector On-boarding Expert who should have Graduate degree in law/ management having 7 years' relevant experience in contract management/policy/regulatory compliances.</p> <p>Request you please clarify what is the exact role anticipated from the Contract Management Expert. Please share the detailed roles and responsibilities of this position.</p>	The consultant may refer to the scope of work provided in the RFP document on page number 40-44.
7.	Annexure III at Page 81:	I _____ Proprietor/ Director/ Partner of the firm M/s _____ do hereby solemnly affirm that our firm M/s _____ is not blacklisted by any Central/ State government department in the last three years reckoned from the date of invitation of Bid.	<p>The declaration in Annexure III is contradicting Clause 3.1(v) of the Pre-eligibility Criteria which says:</p> <p>"The Bidder should not be blacklisted by any Centre/ State Government in India as on date of submission/ uploading of bid. The Bidder shall provide self-certification by the Authorized Signatory as proof of the same."</p> <p>It is hereby proposed to align the Annexure III statement as per Clause 3.1(v).</p>	No change as this is as per the format prescribed by the Department of Expenditure.
8.	Clause 4.3, Page 16	The MIS/IT expert provided herein shall be responsible for day-to-day monitoring of the project. Any modifications in CDP Suraksha Portal shall be carried out at T&M basis using NICS rate of implementation within first 3 months	<p>Kindly confirm if the bidder shall be responsible for making modifications or Operations & Maintenance of CDP Suraksha Portal.</p> <p>Also, please clarify if in case NICS empaneled rates shall be applicable for</p>	Bidder shall be responsible for making modifications or Operations & Maintenance of CDP Suraksha Portal. The clause to carry out at T&M basis using NICS rate of implementation within first 3 months of the selection of the PMU, stands modified no separate

		of the selection of the PMU.	non- empaneled agencies as well, if shortlisted.	manpower/payment will be considered for this work. The O&M of CDP Suraksha portal will be the responsibility of the bidder to the proposed PMU team.
9.	Clause 10.3, Page 51	<p>Payment Terms of PMU, CDP:</p> <p>80% of the quarterly payment shall be based on attendance. Remaining 20% shall be paid based on the output delivered which shall be measured as number of projects on-boarded in each quarter. For every on-boarded project, 4% of the quarterly fee due during the quarter shall be paid. The payment shall be based on a quarterly basis, based on the number of projects awarded in that quarter.</p>	<p>We understand that the pilot programme has been running since more than three years now and are multiple stakeholders involved in order to onboard any project. Including State Govt. (CDAs) and IAs etc.</p> <p>It is hereby requested to provide detailed milestones under which the proposed 20% payment shall be released.</p>	<p>The project is not limited to 12 pilot clusters and the number of clusters may increase based on requirement of the scheme.</p> <p>Further, it is also clarified that 4% of the quarterly fee will be restricted to 20% only, based on the performance measured by number of on-boarded project(s).</p>
10	C. Clause 12.1.3 (c) (i) at Page 63	<p>Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made.</p>	<p>With reference to the said clause, it is hereby requested that that the liability of the bidder under this clause should be limited to 3% of the value of the corresponding services not delivered by the bidder and should not be kept liable limitlessly. Request you to kindly consider the same.</p>	<p>No change as this is as per the format prescribed by the Department of Expenditure.</p>

KPMG Assurance and Services Consulting Services LLP

Sr. No.	Section / Page No.	Content of RFP requiring clarification	Change / Clarification Requested	Response by the NHB
1	Section 3.1, Eligibility to Participate Page No. 13	The applicant Agency should have in-house team, skills and expertise required for the assignment	<ul style="list-style-type: none"> • The Agri Practice team at KPMG is a combination of senior, mid-level and junior level experienced professionals in different fields. These existing teams are already placed at various locations undertaking different projects. • The skill set required for NHB PMU engagement is unique and full-time commitment of team is required. • Therefore, while we have in-house team, skills and expertise but for current RFP, a dedicated team will have to be proposed. • Hence, kindly clarify whether the criteria is applicable to "Proposed Team" or overall capacity of the bidder? 	Proposed team should be on the payroll of the bidder at the time of signing of Agreement or issuance of LOA. The eligibility to participate would be assessed based on the in house team, proposed team, skilled and expertise requirement for the assignment as per the provisions under RFP documents.
2	Section 3.1 Eligibility to participate (iv) 3. Consultants (Bidders)- Participation in the RFP Process Page No 13	iv. The Bidder should have an experience of at least 5 years in Government Sector and should also have assisted in Project Management/ Consulting Services in the Agriculture and Allied Sector for GoI. The Bidder should also have an experience of atleast five years in Value Chain Development, Marketing and Branding.	The bidder should have an experience of at least 5 years in Government Sector and should also have assisted in Project Management/ Consulting Services in the Agriculture and Allied Sector for GoI/State Govt. The Bidder should also have an experience of at least five years in Value Chain Development, Marketing and Branding in agriculture and allied sectors. Pls clarify.	No change.

3	Section VII: Evaluation/ Scoring Criteria, Sub criteria, and point system for scoring the points for Technical Proposal	<p>Criteria I: Financial Capacity – Average Annual Financial Turnover of consultant (as a firm). 10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on prorated basis.</p>	<p>In criteria it is documented – 10 marks to be awarded to the firm with highest annual turnover, Whereas – Maximum Points allocated are 15 Marks.</p> <p>Moreover, the suggested financials grid can be a better proposition to evaluate the financial strength in a more efficient way and will also provide a mid-size technically and financially competent Consultancy firm to bid for the opportunity. The financials criteria should be aligned with the Project Value.</p> <p>Please clarify the criteria for securing the highest marks related to the highest turnover considering the project value.</p>	<p>The clause for Criteria I on page number 74 shall be read as: The marks shall be awarded to the bidder as per the following criteria of Average Annual Financial Turnover of consultant/firm:-</p> <p>a) Below 20 Cr. – 00 Marks b) 20 Cr. - 100 Cr. – 05 Marks c) 101 Cr. - 500 Cr. – 7.5 Marks d) 501 Cr. – 1000 Cr. – 10 Marks e) 1001 Cr. – 1500 Cr. – 12.5 Marks f) Above 1500 Cr. --15 Marks</p>
4	Criteria II: Specific experience of the consultant (as a firm) relevant to the assignment	<p>Experience in transaction advisory in agri/horti/agribusiness/allied sector for government clients. Both completed and ongoing assignments will be considered. (Maximum 5 marks; 1 mark per eligible assignment).</p>	<p>Experience in transaction advisory in agri/horti/agribusiness/allied sector or to any other Sector for government clients.</p> <p>Rationale: KPMG has worked on many transformative transactional advisories, hence it should not be limited to only agri, horti and allied sector. Hence, this credential should be modified in the interest of the project.</p>	No Change.

5	Section VI, Terms of Reference (ToR), Page no. 70	Form of BoQ / Contract	<p>The table on page no. 70 indicates that "Monitoring & Supporting CDP Implementation Programme Management (Monthly) to start after as-is-assessment phase is completed".</p> <p>Does that mean full team deployment will be for 33 months only? Kindly clarify</p>	Full team of 11 members shall be deployed at the O/o of the NHB for the entire project duration (3+33=36 months), as per BOQ attached with RFP document.
6	Section VII: Evaluation /Scoring Criteria	<p>Demonstration and experience of designing & developing an online platform/Dashboard for Central/State Govt. which has improved the efficiency of the Programme for releasing of subsidy to the beneficiaries with all the necessary API/database integrations like</p> <ul style="list-style-type: none"> • Aadhar Integration • Payment gateway • e-Rupi • GIS/Geo Tagging/Geo Mapping/Geo Referencing • Local Government Directory (LGD) Integration • (2 marks per integration for the proposed platform) 	<p>This criterion of selection may be revised to presentation of architectural framework.</p> <p>Rational: As per our understanding, the mentioned API/database integrations have not been done for release of subsidies in any other Central or State Govt. programme for agriculture and allied sector. Hence, criteria may be revised to presentation of architectural framework for integration of the mentioned API/database integrations.</p> <ul style="list-style-type: none"> • We would also like to understand if underdeveloped platform/Dashboard would also be considered which is yet to be deployed. • The scoring and criteria asked for is very specific i.e e- Rupi, LGD, Adhaar integration etc. instead general criteria for the digital gateway, dashboarding is sufficient as this bid is under 	No Change.

			80:20 QCBS and every competitive score will fetch higher bid.	
7	Page 74- Section VII: EVALUATION/ SCORING CRITERIA	<p>Criteria 5 - Experience of assisting Central/ State Governments/ Bilateral/ Multilateral Agencies in their programs for promotion of Agriculture and/or Horticulture Production and/or Value addition projects. Only assignments with a minimum duration of 1 year and professional fees realization of Rs. 1.00 crore as on bid issuance date will be considered (max 5 marks; 1.25 marks per eligible assignment).</p> <p>Experience in developing the sectoral policy for agriculture/ horticulture/allied sector for government clients.</p> <p>Experience in managing/developing/ supporting innovative approaches to deliver financial services for Agri/Horti Value Chain for Central/ State Governments/ Bilateral/ Multilateral Agencies</p>	As our lot of good assignments related to the agriculture/ horticulture production are ongoing. So we request you to kindly consider the on-going assignments in these criteria.	As pre prevailing clause of the RFP Ongoing assignments shall be considered for evaluation.
8	Page 72- Section VIA: LIST OF KEY EXPERTS AND REQUIRED QUALIFICATIONS	Position No. 5 - Contract Management & Pvt. Sector Onboarding Expert - Graduate degree in law/ management having 7 years' relevant	It is requested that a Post-Graduate degree in management along with relevant experience should also be included as part of criteria.	No change.

		experience in contract management/ policy / regulatory compliances.		
9	Page 72- Section Via: List Of Key Experts and Required Qualifications	Position No.2 - Project Structuring & Feasibility Assessment Expert Postgraduate degree in Agri business or related field – 10 years' experience in project development and implementation in agriculture/ horticulture/ agribusiness/ PPP projects etc. with State/Central Govt.	As project structuring and assessment expert, master's in finance shall be required for PPP projects, so it is requested that post-graduate in Finance shall also be considered.	No Change.
10	Page 50 & 51 Section 10.3 Terms and Mode of Payment	The payment of professional fees to the agency shall be released on progress- basis after achieving the following milestones to the satisfaction of the board: Payment Release: Quarterly	In order to sustain, the expenditure of 11 resources and other heads to drive the project, monthly payouts are to be executed. Hence, it is requested that payment release shall be done on monthly basis	No Change.
11	1. Tender Information Summary (TIS)	Response (in writing) to Queries by O/o NHB 10.09.2024	We request you to kindly provide at least 2-week time post publication of the responses to our queries.	NHB has considered an extension in the timeline for uploading of bids. Bid Due Date has been extended as 21.09.2024.
12	Section VII: Evaluation/ Scoring Criteria, Sub criteria, and point system for scoring the points for Technical Proposal	Criteria I: Financial Capacity – Average Annual Financial Turnover of consultant (as a firm). 10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on prorated basis.	In criteria it is documented – 10 marks to be awarded to the firm with highest annual turnover, Whereas – Maximum Points allocated are 15 Marks.	The clause for Criteria I on page number 74 shall be read as: The marks shall be awarded to the bidder as per the following criteria of Average Annual Financial Turnover of consultant/firm:- a) Below 20 Cr. – 00 Marks b) 20 Cr. - 100 Cr. – 05 Marks c) 101 Cr. - 500 Cr. – 7.5 Marks d) 501 Cr. – 1000 Cr. – 10 Marks e) 1001 Cr. – 1500 Cr. – 12.5 Marks f) Above 1500 Cr. --15 Marks

			Moreover, this tender is on QCBS 80:20, even a single point variation in technical score will make a huge impact on financials. We request you kindly review the same and freeze the turnover considering the project value.	No change.
13	Page 74- Section VII: EVALUATION/ SCORING CRITERIA	<p>Criteria 5 - Experience of assisting Central/ State Governments/ Bilateral/ Multilateral Agencies in their programs for promotion of Agriculture and/or Horticulture Production and/or Value addition projects. Only assignments with a minimum duration of 1 year and professional fees realization of Rs. 1.00 crore as on bid issuance date will be considered (max 5 marks; 1.25 marks per eligible assignment).</p> <p>Experience in developing the sectoral policy for agriculture/ horticulture/allied sector for government clients.</p> <p>Experience in managing/developing/ supporting innovative approaches to deliver financial services for Agri/Horti Value Chain for Central/ State Governments/ Bilateral/ Multilateral Agencies.</p>	<p>As lot of our large assignments related to the agriculture/ horticulture production are ongoing. So we request you to kindly consider the ongoing assignments in which we have received over 1Cr. professional fees & worked satisfactory with client over 1 year.</p> <p>Kindly review & update the same.</p>	As pre prevailing clause of the RFP Ongoing assignments shall be considered for evaluation.

Leads Connect Services Pvt. Ltd.

Sl. No.	Clause No. and Page reference	RFP DOCUMENT text	Query	Response by the NHB
1.	Appendix I, 1. Tender Information Summary (TIS) Page No 9,	The Last Date & Time for uploading of Bids 13.09.2024	We request you to please extend the date of submission by at least 10 Days because after receiving answers of queries on 10.09.2024 the proposal development takes at least 10 days of time.	NHB has considered an extension in the timeline for uploading of bids. Bid Due Date has been extended as 21.09.2024.
2.	SECTION I: Request for Proposal Letter (RFPL) , Bid Reference Number, Page no. 6	The Gem BID Number is not mentioned only BID reference number (Ref No.: NHB/CDP/RFP/2024-25) is mentioned.	Please provide us the GEM BID Number.	The bid number is already available on the GeM portal as below: GEM/2024/B/5290219
3.	Appendix I, 1. Tender Information Summary (TIS) Page No 9,	Pre-Bid Conference by Virtual Platform ___03.09.2024	Please provide us the Virtual link of the Pre-Bid Conference.	The pre-bid conference was conducted as per schedule and the link was already shared to prospective bidders over email on 03/09/24 at 02.00 pm.
4.	3. Consultants (Bidders) – Participation in the RFP process 3.1 Eligibility to Participate, Point No-ii, Page No 13, & ANNEXURE-XI- Checklist for Bidders, Page No. 94	As per the details mentioned on page-13- The Bidder must have an average annual turnover of at least Rs.20 crores from Consultancy Services/Advisory Services in the previous three financial year viz. 2020- 21, 2021-22 and 2022-23. As per the details mentioned on page-94- The Bidder must have an average annual turnover of at least Rs.50 crores from Consultancy Services/Advisory Services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23. (Copies	Kindly clarify the amount of average turnover.	This is a typographical error and the clause 3.1. ii, on page number 13 shall be read as: The Bidder must have an average annual turnover of at least Rs. 20 crores from Consultancy Services / Advisory Services in the previous three financial year

		of audited balance sheet and Statutory Auditor Certificate highlighting the turnover to be attached).		
5.	4.3 Inputs of Key Experts Resource Requirement for PMU for Cluster Development Program Page No 15, point number 3 Value Addition Expert	Postgraduate degree in agribusiness/ Food Processing/ Post-harvest Management having 7 years' relevant experience in horticulture/agriculture value chain development, logistics and supply management in an institution of repute	It is requested kindly modify it as "Postgraduate degree in agribusiness or related field/ Food Processing/ Post-harvest Management having 7 years' relevant experience in Agriculture/horticulture/agriculture value chain development, logistics and supply management in an institution of repute"	No change.
6.	4.3 Inputs of Key Experts Resource Requirement for PMU for Cluster Development Program Page No 15, point number 4 Due Diligence Expert	Postgraduate degree in agribusiness/ management having 7 years' relevant experience in commercial due diligence.	It is requested kindly modify it as "Postgraduate degree in agribusiness or related field / management/CA having 7 years' relevant experience in commercial due diligence." Because it is more closure to CA profile	No change.
7.	4.3 Inputs of Key Experts Resource Requirement for PMU for Cluster Development Program Page No 16,	@ The MIS/IT expert provided herein shall be responsible for day-to-day monitoring of the project. Any modifications in CDP Suraksha Portal shall be carried out at T&M basis using NICS rate of implementation within first 3 months of the selection of the PMU.	Kindly elaborate and clarify the point "Any modifications in CDP Suraksha Portal shall be carried out at T&M basis using NICS rate of implementation within first 3 months of the selection of the PMU."	Bidder shall be responsible for making modifications or Operations & Maintenance of CDP Suraksha Portal. The clause to carry out at T&M basis using NICS rate of implementation within first 3 months of the selection of the PMU, stands modified no separate manpower/payment will be considered for this work. The O&M of CDP Suraksha portal will be the

				responsibility of the bidder to the proposed PMU team.
8.	5. Consultant's Obligations and restrictions on its Rights, point 5.4, Page-30	No JV or consortium is allowed in this project.	It is requested to allow JV or consortium.	No change.
9.	5. Consultant's Obligations and restrictions on its Rights, point 5.8, Performance Security/ Bank Guarantee, Page-34	The Successful Bidder shall be required to furnish a Performance Security within 10 working days from the date of notification of award for an amount equal to 10% of the contract price in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favor of 'National Horticulture Board' payable at Gurugram. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.	As per our experience and the procurement manual Performance Security should be between 3-5% of the contract price. Kindly clarify it.	No change.
10.	6. Procuring Entity's Obligations 6.2 Facilities to be provided by the NHB, Second paragraph	In case such services, facilities and property shall not be made available to the Successful Bidder as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Successful Bidder for the performance of the Services, (ii) how the Successful Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Successful Bidder as a result thereof according to applicable clause of the contract.	Kindly Clarify: <ul style="list-style-type: none"> • What is the possibility of such case? • In that case there should be a provision of at least 10% advance payment of the contract price, and it should be part of the payment terms. • Whether the cost of the alternate arrangements should be added in the final costing part? 	No change as this is as per the format prescribed by the Department of Expenditure.
11.	7. Scope of Services and	List of identified Fruit Crops and Clusters for the Pilot Phase	Kindly clarify that CDP which is envisaged to be implemented in a	Number of crops/products is not fixed

	Performance Standards, B. About Horticulture Cluster Development Programme (CDP), Page-39		upto total of 100 clusters for these products only as mentioned in the list or some other products also.	and will be based on demand and need of the CDP scheme.
12.	7. Scope of Services and Performance Standards, B. About Horticulture Cluster Development Programme (CDP), Page-39 Major Components of Cluster Development Programme: point a & b	<p>CDP will support integrated interventions to enhance the competitiveness of targeted clusters. The interventions shall be implemented through 39artelizati Implementing Agencies (IAs). The interventions under the Programme have been classified into the following three verticals:</p> <p>a.Pre-production and production: It will support capacity-building of farmers and farm proximate interventions covering the crop life cycle, including planting material, crop-care practices, micro-irrigation and farm 39artelization till the harvest of the crop.</p>	What is the meaning of 39artelizati & 39artelization as mentioned. Kindly clarify it.	<p>This is a typographical error and the said clause shall be read as:</p> <p>CDP will support integrated interventions to enhance the competitiveness of targeted clusters. The interventions shall be implemented through Implementing Agencies (IAs). The interventions under the Programme have been classified into the following three verticals:</p> <p>a.Pre-production and production: It will support capacity-building of farmers and farm proximate interventions covering the crop life cycle, including planting material, crop-care practices, micro-irrigation and farm mechanization till the harvest of the crop.</p>
13.	7. Scope of Services and Performance Standards, C. Objectives for Appointing a Programme Management Unit (PMU),	a) The PMU shall be responsible for organizing workshops, media campaigns, and other outreach activities aimed at promoting the objectives and benefits of CDP. These activities will serve to raise awareness, disseminate information, and engage various stakeholders.	From the description, the granularity and numbers of the workshops, media campaigns, and other outreach activities are not clear. IF the minimum number is mentioned then it will be easy to finalize the overall costing of it.	<p>The number of such workshops, media campaigns, and other outreach activities are not fixed and shall be decided as per need basis.</p> <p>The costs involved in arrangements of such programme i.e. Logistics, Food, Training Centre Space, and other relevant costs not to be borne by</p>

	Page-39 point a			PMU. However, PMU will coordinate and support this task.
14.	Terms of Reference and Scope of Work, Page-41	Note: 1. During the assignment period NHB may modify the TORs and other terms and conditions of the assignment, if necessary, in order to strengthen / deepen its scope / coverage in consultation with the Agency.	Kindly clarify this point and elaborate it. <ul style="list-style-type: none"> • How much extent the TORs can be modified? • Is there will be any consultation with the implementing agency regarding extension and its extent? • How its impact on the monitory part be compensated? 	It will be purely need based on the learnings during the course of implementation of the Cluster development programme.
15.	Period of Engagement, Point-a, Page no 41	Services: This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in Appendix A: 'Terms of Reference' during the contract period specified therein.	We could not find Appendix A: 'Terms of Reference' . Please clarify regarding it.	The terms of reference shall be same as per the scope of work under the scheme already mentioned in the RFP document.
16.	10.5. Payments to Consultant i.e., Successful Bidder, Point 10.5.3. Remuneration and Reimbursable Expenses, Point-b, Page No-53	b) All payments shall be at the rates outlined in Appendix C and Appendix D.	We could not find Appendix C & D which is referred here. Please clarify regarding it.	The appendix to contract agreement shall be drafted after issuance of work order to the winning bidder.
17.	10.5. Payments to Consultant i.e., Successful Bidder, Point 10.5.3. Remuneration and Reimbursable	5) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping (reinforcement/ support) by home office staff not included	We could not find Appendix B which is referred here. Please clarify regarding it.	The appendix to contract agreement shall be drafted after issuance of work order to the winning bidder.

	Expenses, Point-b, Page No-53	in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the contract.		
18.	C. Objectives for Appointing a Programme Management Unit (PMU) iii.CDP Implementation Phase (33 months), Page-69 & D. Deliverables and Schedule of Payment	<p>a) Assist NHB in developing architecture and framework to guide PIAs to develop e-commerce portal for business-to-business (B2B) and business- to consumer (B2C) transactions.</p> <p>The broad deliverables are as under:</p> <ul style="list-style-type: none"> • Architecture and framework to guide PIAs develop e-commerce portal for business-to business (B2B) and business- to consumer (B2C) transactions suggested. 	We request to re-look into in it as both descriptions which are contradictory. At one place it is said that we have to assist while another place it is described as deliverable. Kindly clarify it.	Bidders may note that, development of the architecture and framework is a deliverable of the PMU team and shall be done in consultation with NHB officials.

Mazars Advisory LLP

S. N.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
1.	Clause no 5.4 on pgno 30 of RFP	No JV or consortium is allowed in this project.	We request the authority to allow Joint Ventures / consortium.	No change.
2.	Clause no 3.1 <u>Eligibility to Participate</u> on pg no 13 of RFP & ANNEXURE-XI on pg no 94 of RFP	<p>The Bidder must have an average annual turnover of at least Rs.20 crores from Consultancy Services/Advisory Services in the previous three financial year viz. 2020- 21, 2021-22 and 2022-23. (Copies of audited balance sheet and Statutory Auditor Certificate highlighting the turnover to be attached).</p> <p>And</p> <p>The Bidder must have an average annual turnover of at least Rs. 50 crores from Consultancy Services/Advisory Services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23. (Copies of audited balance sheet and Statutory Auditor Certificate highlighting the turnover to be attached).</p>	We request clarification on which turnover requirement is correct for the bid.	<p>This is a typographical error and the clause 3.1. ii, on page number 13 shall be read as:</p> <p>The Bidder must have an average annual turnover of at leastRs. 20 crores from Consultancy Services / Advisory Services in the previous three financial year</p>

3.	Section VII: Evaluation/ Scoring Criteria on pg. no 74 of RFP	Criteria I: Financial Capacity – Average Annual Financial Turnover of consultant (as a firm). 10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on pro-rated basis	We request the authority to clarify the marks given for this criterion, as they seem to be incorrect.	The clause for Criteria I on page number 74 shall be read as: The marks shall be awarded to the bidder as per the following criteria of Average Annual Financial Turnover of consultant/firm:- a) Below 20 Cr. – 00 Marks b) 20 Cr. - 100 Cr. – 05 Marks c) 101 Cr. - 500 Cr. – 7.5 Marks d) 501 Cr. – 1000 Cr. – 10 Marks e) 1001 Cr. – 1500 Cr. – 12.5 Marks f) Above 1500 Cr. --15 Marks
4.	Clause no 5.8 <u>Performance Security/ Bank Guarantee</u> on pg no 34 of RFP	The Successful Bidder shall be required to furnish a Performance Security within 10 working days from the date of notification of award for an amount equal to 10% of the contract price in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favor of 'National Horticulture Board' payable at Gurugram.	We kindly request the Authority to consider reducing the performance security requirement to 3% of the contract price.	No change as this is as per the format prescribed by the Department of Expenditure.
5.	Clause no 3.1 <u>Eligibility to Participate</u> on pg. no 13 of RFP	The applicant Agency should have in-house team, skills and expertise required for the assignment.	We request that the requirement for an in-house team be adjusted to allow key personnel from outside the firm. This flexibility ensures access to specialized expertise, improving the project's quality and success. Engaging external experts can bring new ideas and better solutions to the project.	Proposed team should be on the payroll of the bidder at the time of signing of Agreement or issuance of LOA. The eligibility to participate would be assessed based on the in house team, proposed team, skilled and expertise requirement for the assignment as per the provisions under RFP documents.

6.	Tender Information Summary (TIS) on Pg.no. 9 of RFP	Last date of submission of Bid: 13-09-2024	<p>We kindly request the authority to extend the bid submission deadline by at least two weeks after the publication of pre-bid replies. This extension will allow us to submit our proposal more effectively.</p> <p><u>Clause post modification:</u></p> <p>Last date of submission of Bid: 25-09-2024</p>	NHB has considered an extension in the timeline for uploading of bids. Bid Due Date has been extended as 21.09.2024.
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National Institute for Smart Government (NISG)

Sr. No.	Clause and Page No.	RFP Text	Query	Response by the NHB
1	11.3 Techno-Commercial Evaluation page -22	The selection of the bidder shall be based on Quality Cost Based Selection (QCBS) method in which weightage of technical score shall be 80% and weightage of financial score shall be 20%.	Ratio 80:20 is a ratio on the highest side and may favor certain 1-2 bidders only and not leave much scope for competitive price bidding. Considering that there are already very stringent qualification and evaluation criteria in place for Bidding firm as well as for the professionals to be deployed in PMU, it is requested to adopt QCBS criteria of 60:40 or 70:30. This may also help in achieving the objective of competitive bidding among the bidders.	No change.
2	12.3 Availability of Key Experts: Page -23	As a pre-requisite to the negotiations, the invited Bidder shall confirm the availability of all Key Experts included in the Proposal. Failure to confirm the Key Experts' availability may result in the Bidder's Proposal being declared non-responsive and the Board proceeding to negotiate the Contract with the next-ranked responsive Bidder.	Please identify Key experts. Section VI: A mentions all the expert needed as Key experts. It is suggested that out of 9 roles available 3-4 roles may be identified as Key experts.	No change.

3	SECTION VII: EVALUATION/ SCORING CRITERIA page - 74	<p>Criteria I: Financial Capacity – Average</p> <p>Annual Financial Turnover of consultant (as a firm).</p> <p>10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on prorated basis.</p> <p>Max Marks - 15</p>	<p>1. The criteria may help in selecting bigger firm as vendor but may not be equally helpful in getting an experienced vendor in relevant field. For tender with required turnover criteria of Rs. 20 crores, 15 marks for bidder with highest turnover, may not give a level playing field to other bidders with lesser turnover in relevant area. This may not be the spirit of the OM dated 13th July 2020 (copy attached), issued by Procurement Division of Dept. of Expenditure, Ministry of Finance which prescribes the Turnover criteria for ensuring level playing field for eligible bidders.</p> <p>2. In view of the above, the criteria may kindly be withdrawn and in place of it, marks prescribed for Criteria II may be increased.</p>	<p>The clause for Criteria I on page number 74 shall be read as: The marks shall be awarded to the bidder as per the following criteria of Average Annual Financial Turnover of consultant/firm:-.</p> <p>a) Below 20 Cr. – 00 Marks b) 20 Cr. - 100 Cr. – 05 Marks c) 101 Cr. - 500 Cr. – 7.5 Marks d) 501 Cr. – 1000 Cr. – 10 Marks e) 1001 Cr.–1500 Cr.– 12.5 Marks f) Above 1500 Cr. --15 Marks</p>
4	III. KEY EXPERT'S QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT:	<p>Team Leader – 5 marks</p> <p>Rest all Team members (except Support Team) – 2.5*8</p> <p>Total 25 marks</p>	<p>OM issued by Procurement Division of Dept. of Expenditure, Ministry of Finance dated 13th July 2020, prescribes to assign marks to General Profile of qualification, experience and no. of key staff and not to individual CVs.</p> <p>Therefore, the criteria may be revised accordingly</p>	No change.
5	Same as above	The minimum technical score required to pass is 75	Sir, the commonly followed criteria is 70 and keeping it 75 may reduce the no. of eligible bidders for financial opening round, which may further restrict the competition among bidders and result in higher price bids without any improvement in quality.	Minimum 75 marks is essential to ensure higher technical competency of the bidder. Hence, no change.
6		The selection of the bidder shall be based on Quality Cost Based		Query not mentioned.

		<p>Selection (QCBS) method. Given the complexity in implementation of the project, weightage of technical score shall be 80% and weightage of financial score shall be 20%, the lowest quoted Financial Proposal (Fm) or H1 is given the maximum financial score (Sf) of 100.</p>		
7	<p>CRITERIA III</p> <p>□□ 5. Demonstration and experience</p> <p>Page – 75</p>	<p>Client Certificate towards the Platform/Dashboard and mentioning all necessary API/Data based integration done.</p>	<p>For completed projects it may be difficult to obtain such certificates from a client. Certificate from Authorized signatory of the bidders may accepted with required Details along with work order/ Completion certificate.</p>	<p>Considered and revised term may be read as –</p> <p>Work orders and Screenshots of platforms/ dashboards OR Client Certificate towards the Platform/Dashboard mentioning all necessary API/ Data based integration done would be consider.</p>

	Same as above	<p>CRITERIA III</p> <p>□□ 5. Demonstration and experience of facilitating/ designing / developing an online platform/ Dashboard for Central/State Govt. which has improved the efficiency of the Programme for releasing of subsidy to the beneficiaries with all the necessary API/ database integrations like</p> <p>GIS/Geo-tagging/Geo Mapping/Geo Referencing (4 Marks)</p> <p>Aadhar Integration / e-Rupi (3 Marks)</p> <p>Local Government Directory (LGD)Integration (3 Marks)</p>	<p>Demonstration of the project may not be possible because such systems can be used through concerned department's user id and password. Information available in public domain can only be shared, if any.</p> <p>Therefore, the requirement of demonstration may kindly be done away with and only experience in the form of work order may be considered.</p>	<p>It is clarified that demonstration pertains to demonstration of experience of the bidder through mention of relevant projects and the concerned work orders, client certificates, etc. and demonstration at the staging server with trial data may be showcased, if required at the time of presentation.</p>
8	<p>III. KEY EXPERT'S QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT:</p> <p>Page 76</p>		<p>This may be criteria IV.</p>	<p>This is a typographical error and the S.No. for the criteria shall be IV.</p> <p>The criteria shall be read as:</p> <p>IV. KEY EXPERT'S QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT</p>

M/s Price waterhouse Coopers Pvt. Ltd, India

S.N.	Clause No. and Page reference	RFP Document text	Query	Reply of NHB
1.	Page 40 and 41 7.1 C-Objectives for appointing PMU and ToR	1. Point c and f 2. ToR point 2g	<p>We understand that PMU needs to maintain real time monitoring and evaluation dashboard and also conduct periodic performance of various PIA.</p> <p>Also, Point 2g in ToR clarifies that PMU will assist in selection of agency for updating existing monitoring dashboard for real time tracking.</p> <p>Request you to kindly confirm whether we need to propose separate M&E consultant in team or these tasks will be performed by separate M&E agency?</p>	No separate M&E consultant in team would be paid for this task and same is to be performed by the proposed PMU team in the RFP documents.
2.	Page 42 Period of engagement	Point b-Incidental works/goods/services	We request you to kindly clarify/ provide some examples of the kind of 'Incidental works/goods/services' required to be performed by consultant.	This is as per the format prescribed by the Department of Expenditure.
3.	Page 74 SECTION VII: EVALUATION/ SCORING CRITERIA	Criteria I: 10 marks to be awarded to the firm with the highest average annual turnover. Other firms to be awarded proportionate marks on prorated basis	We understand that the firm with highest turnover will get Max 10 marks however max points mentioned in the third column is 15 we request you to kindly clarify.	<p>The clause for Criteria I on page number 74 shall be read as:</p> <p>The marks shall be awarded to the bidder as per the following criteria of Average Annual Financial Turnover of consultant/firm:-.</p> <p>a) Below 20 Cr. – 00 Marks b) 20 Cr. - 100 Cr. – 05 Marks c) 101 Cr. - 500 Cr. – 7.5 Marks d) 501 Cr. – 1000 Cr. – 10 Marks e) 1001 Cr. – 1500 Cr. – 12.5 Marks f) Above 1500 Cr. --15 Marks</p>

4.	Page 74 SECTION VII: EVALUATION/ SCORING CRITERIA	Criteria II point 1	We request you to kindly confirm the no. of years of assignment to be considered in illustrating the specific experience relevant to assignment.	There is no limit for number of years of assignment. The criteria clearly states that 1.25 marks shall be awarded per eligible assignment.
5.	Page 74 SECTION VII: EVALUATION/ SCORING CRITERIA	Criteria II point 4	We request you to kindly confirm the no. of assignments and marks for each of the assignment to be considered under this criterion. Also, kindly clarify the type of financial services delivered for agri/horti/value chain for central/state governments /bilateral /multilateral agencies to be considered for illustrating consultant experience	Minimum one project shall be provided to ascertain that the bidder has previously worked in this area and has technical expertise.
6.	Page 74 SECTION VII: EVALUATION/ SCORING CRITERIA	Criteria III point b.5 Demonstration and experience	We request you to also consider the consultant experience with IDAs and international assignments along with state and central government in the similar area Also, we understand that consultant may showcase their similar experience in other than agri and allied sector under this criteria.	Please refer to the clarification already raised at Sr. no. 07 by M/s KPMG Assurance and Services Consulting Services LLP.
7.	Page 9 Appendix I Tender Information Summary (TIS)	Response (in writing) to Queries by O/o NHB – 10.09.2024 Last Date & Time for uploading of Bids : 13.09.2024	Considering the date of response to queries is 10.09.2024 and last date for bid submission is 13.09.2024, we request the client to extend the submission date for the said proposal by at least one week. This will enable us to incorporate the pre-bid responses in the proposal and submit a well-planned bid.	NHB has considered an extension in the timeline for uploading of bids. Bid Due Date has been extended as 21.09.2024.
8.	Page 40 Clause 7.1- Scope of services 5(c) Objectives for Appointing a Programme Management	Point g The PMU shall ensure that SHMs are equipped with necessary technical expertise and resources to carry out their responsibilities effectively.	We understand that PMU will assist/support SHMs in selection of resources equipped with required technical expertise to carry out responsibilities effectively.	PMU will assist/support SHMs to ensure that they are equipped with required technical expertise to carry out responsibilities effectively.

	Unit (PMU)			
9.	Page 51, clause 10.3 (Terms and Mode of Payment), ,	<p>SN point 2 & 3, payment release is quarterly for Program Management – Monitoring & Supporting CDP Implementation and for any other need based assistance</p> <p>Whereas It is mentioned in Page 70, Section VI, Terms of reference (TOR), 5D that Payment will be made on monthly basis subject to satisfactory progress of the deliverables as reported by Agency in monthly progress reports to the satisfaction of NHB.</p>	<p>We understand that except Initiation phase, the Payment will be made on monthly basis subject to satisfactory progress of the deliverables as reported by Agency in monthly progress reports to the satisfaction of NHB.</p>	<p>It is clarified that the payments shall be made on quarterly basis.</p> <p>The clause on page no. 70 shall be read as:</p> <p>The deliverables and timelines for various activities is given in the table below. Payment will be made on quarterly basis subject to satisfactory progress of the deliverables as reported by Agency in quarterly progress reports to the satisfaction of NHB.</p>
10.	Page 73, Section VI A, List of Key Experts and Required Qualifications	<p>**** The project duration is for 3 years which can be further extended for 1 more year in case as desired by the Board on the pro rata basis</p>	<p>We understand that the project duration can be extended for 1 more year in case as desired by the Board on the pro rata basis.</p> <p>We also request client to incorporate 10% annual increment based on satisfactory performance and on mutual terms in case of extension of the project after 3 years.</p>	No change.
11.	Page 13, 3.1 Eligibility to Participate; Page 81, Annexure-III Performa for Affidavit	<p>v. The Bidder should not be blacklisted by any Centre/ State Government in India as on date of submission/ uploading of bid. The Bidder shall provide self-certification by the Authorized Signatory as proof of the same.</p>	<p>We understand that the Bidder should not be blacklisted by any Centre/ State Government in India as on date of submission/ uploading of bid. The Bidder shall provide self-certification by the Authorized Signatory as proof of the same.</p> <p>Hence, the Performa placed at Annexure-III requires to be edited accordingly as it mentions different verbiage.</p> <p>Requesting the client to kindly clarify please.</p>	No change as this is as per the format prescribed by the Department of Expenditure.

12.	Clause 12.3 (B) at Page 63 Confidentiality Obligations	Obligations to survive for an indefinite period from the date of expiry or termination of contract	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	No change as this is as per the format prescribed by the Department of Expenditure.
13.	-	Termination – bidder does not have any right to terminate	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	No change as this is as per the format prescribed by the Department of Expenditure.
14.	Clause 12.1.3 (i) at Page 62	Risk purchase	Request client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	No change as this is as per the format prescribed by the Department of Expenditure.
15.	Clause 11.5 at Page 57	Arbitration	In order to uphold the principles of natural justice (Nemo iudex in causa sua- no one should be judge in ones own case) and the provisions of the Arbitration and Conciliation Act, we request that the arbitrator(s) be appointed with mutual consent of both the parties. Alternatively, a panel of three arbitrators may be set up in which one arbitrator is appointed by consultant, one by the client and the two arbitrators appoint third arbitrator. Please confirm.	No change. The clause already specified in the RFP to be applicable as per the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder.
16.	Clause 5.11 & 5.12 at Page 35, Clause 10.5.6 at Page 54	Audit	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	No change as this is as per the format prescribed by the Department of Expenditure.
17.	Page 16 4.3- Inputs of	@The MIS/IT expert provided	We understand that MIS/ IT expert shall be only responsible for day-to-day monitoring of the project.	Bidder shall be responsible for

	Key Experts	herein shall be responsible for day-to-day monitoring of the project. Any modifications in CDP Suraksha Portal shall be carried out at T&M basis using NICSI rate of implementation within first 3 months of the selection of the PMU.	<p>“Any modifications in CDP Suraksha Portal shall be carried out at T&M basis using NICSI rate of implementation within first 3 months of the selection of the PMU.”</p> <p>We request client to clarify this.</p>	making modifications or Operations & Maintenance of CDP Suraksha Portal. The clause to carry out at T&M basis using NICSI rate of implementation within first 3 months of the selection of the PMU, stands modified no separate manpower/payment will be considered for this work. The O&M of CDP Suraksha portal will be the responsibility of the bidder to the proposed PMU team.
18.	Page 30 Consequences of breach by Constituents of a Successful Bidder	No JV or consortium is allowed in this project But as per Page 61, 12.1.3 Remedies for Breaches / Default (In the case of JV/C, Procuring Entity may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the Procuring Entity.)	We request client to clarify if JV/ Consortium allowed.	No change.
19.	Page 75 Section VII	Demonstration/ Case Study of the understanding of Board's requirements, key issues & challenges and mitigation propose along with presentation of similar programme. Note: Demonstration/Case Study reflecting the framework for working	<p>We understand that the case study has to be on bidder's prior/ongoing experience of similar engagements with central / state government.</p> <p>We understand that we have to submit MoU / Lol of the said engagement from which we will be presenting the case study.</p> <p>We request the client to clarify please.</p>	Bidder has to submit MoU / Lol of the said engagement by presenting the case study along with the performance of the project.

		<p>with State Government</p> <p>Relevant documents with regards to existing experience for tying up with State Government like MoU/Letter of Intent etc.”</p>		
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