



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/4485481

Date: 16.02.2024

REVISED RESPONSE OF PRE-BID QUERIES

Subject: Bid no. GEM/2024/B/4485481 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 15.01.2024 – Pre-bid replies to queries reg.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
1	3. Consultants (Bidders)- Participation in the RFP Process 3.1 Eligibility to participate (iv)	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 Govt. The Bidder should also have an experience of at least 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. Rational: The experience of State Govt. should also be included.	Considered by the NHB and revised clause may be read as – <i>“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”.</i>
2	4.2 Forms of BoQ/Contract and Selection Methods	ii) Selection Method The selection of the bidder shall be based on Quality Cost Based Selection (QCBS)	Query 1: • The selection of the bidder shall be based on Quality cost Based Selection (QCBS) method in which	QCBS 70:30 as stipulated in the RFP document shall prevail.

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		<p>method in which weightage of technical score shall be 70% and weightage of financial score shall be 30%, the lowest quoted Financial Proposal (Fm) or H1 is given the maximum financial score (Sf) of 100</p>	<p>weightage of technical score shall be 80% and weightage of financial score shall be 20 %, the lowest quoted Financial Proposal (Fm0 or H1 is given the maximum financial score (Sf) of 100</p> <p>Rational: QCBS 80:20 will provide more objectivity in the selection procedure.</p> <p>Query 2:</p> <ul style="list-style-type: none"> • We request the authority to change the ratio of technical: financial score from 70:30 to 80:20 i.e., 80% weightage should be given to the bidder's technical capabilities and understanding of the assignment and 20% weightage be given to bidder's financial quote. <p>The assignment requires highly qualified experts from competent organizations who have deeper understanding of similar geographical area and the economic landscape. This will ensure that both the quality of the services and the cost are duly taken into consideration and the firms compete not only on price but also on the value they provide.</p> <p>Query 3:</p>	

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			<ul style="list-style-type: none"> With reference to the mentioned clause, considering the size, scale and criticality of the project, more weightage shall be given to the technical marks which show the delivery quality of the bidder. Hence it is hereby submitted to change the criteria to 80:20 as per Quality and Cost based Selection (QCBS). 	
3	4.3 Inputs of Key Experts Resource Requirement for PMU for Cluster Development Program	Team Leader/Post-Harvest Management Cum Horticulture/ Agribusiness Specialist Post-Graduation in Post-Harvest Management /Agri Business / 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 value chain development, and private sector projects with State/Central Govt.	Post-Graduation in Post-Harvest Management/ Agri Business/ 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 on horticulture/agriculture and allied value chain development, and private sector projects with State/Central Govt. Rational: along with Horticulture, Agriculture and allied value chain experience may also be considered.	Considered by the NHB and revised requirement may be read as – <i>“Post-Graduation in Post-Harvest Management/ Agri Business/ 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 Agriculture and allied value chain development, and private sector projects with State/ Central Government”.</i>
4	Section VII: Evaluation /Scoring Criteria	Experience in Similar Projects - Extent and depth of experience of the firm in the same or similar type of projects: Experience in evaluation,	Query 1: Experience in Similar Projects- Extent and depth of experience of the firm in the same or similar type of projects: Experience in evaluation,	Considered by the NHB and revised project cost may be read as – Experience in Similar Projects - Extent and depth of experience of the firm in the same or similar type of projects:

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		<p>award of contract and monitoring of cold chain/value chain projects in horticulture / food processing sector with minimum project cost of Rs. 5 Crore.</p> <p>Only assignments with a minimum evaluation of at least 10 Projects shall be considered as an eligible Assignment. (Maximum 5 marks; 1 mark per eligible assignment)</p>	<p>award of contract and monitoring of cold chain/value chain projects in horticulture/food processing sector.</p> <p>Rational: Putting a minimum cap on the project cost would be limiting, hence the minimum project cost may be removed.</p> <p>Query 2:</p> <p>Experience in evaluation, award of contract and monitoring of cold chain/value chain projects in horticulture / food processing/ agriculture and allied sectors with minimum project cost of Rs. 2 Crore.</p> <p>Query 3:</p> <p>Kindly include advisory assignments as well. We understand that project cost is distinct from contract value. Kindly confirm. We request that infrastructure assignments be considered as well.</p> <p>Query 4:</p> <p>We request the Authority to remove the clause <u>"Only assignments with a minimum evaluation of at least 10 Projects shall be considered as an eligible Assignment"</u>. This clause could be restrictive, potentially limiting</p>	<p>Experience in evaluation, award of contract and monitoring of cold chain/value chain projects in horticulture / food processing sector with minimum project cost of Rs. 2.5 Crore.</p> <p>Only assignments with a minimum evaluation of at least 5 Projects shall be considered as an eligible Assignment. (Maximum 5 marks; 1 mark per eligible assignment).</p> <p>Also, Bidders may kindly note that –</p> <p>Assignments pertaining to Advisory services shall be considered. However, the request for Infrastructure assignments may not be considered.</p>

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			the number of participants who can qualify for the same.	
5	Section VII: Evaluation /Scoring Criteria	<p>Demonstration/ Case Study of the understanding of Board's requirements, key issues & challenges and mitigation proposed along with presentation of similar programme addressing the need of CDP.</p> <p>Note: Demonstration/ Case Study reflecting the framework for working with State Government. Relevant documents with regards to existing experience for tying up with State Government like MoU/Letter of Intent etc.</p>	<p>This criterion may be eliminated, as this will favour the agency who has done this assignment earlier and would be limiting for the other competent agencies to participate.</p> <p>We would also like to understand if any agency is working on a State Govt. programme, will that also be considered under this criteria.</p>	As per the criteria already mentioned in the RFP, Case Study reflecting the framework for working with State Government. Hence, no change is required.
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 	<p>Query 1:</p> <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</p>	<p>Instead of all five API, full marks may be considered for three APIs i.e.,</p> <ul style="list-style-type: none"> • GIS/Geo-tagging/Geo Mapping/Geo Referencing (4 Marks) • Aadhar Integration / e-Rupi (3 Marks) • Local Government Directory (LGD) Integration (3 Marks) • Payment gateway may exempt for selection criteria.

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		<ul style="list-style-type: none"> Local Government Directory (LGD) Integration (2 marks per integration for the proposed platform) 	<p>API/database integrations.</p> <p>We would also like to understand if underdeveloped platform/Dashboard would also be considered which is yet to be deployed.</p> <p>Query 2:</p> <p>We request that full marks be awarded if the consultant showcases API integration of any 3 of the suggested API integrations.</p> <p>Query 3.</p> <p>We request that advisory assignment in scheme management be considered as well.</p> <p>We request that the requirement of client certificate be waived by submission of work order.</p>	<p>Note- Assignments pertaining to Advisory services shall also be considered.</p> <p>Work orders and Screenshots of platforms/dashboards OR Client Certificate towards the Platform/ Dashboard mentioning all necessary API/ Data based integration done.</p>
7	Deployment of Resources		<p>Deployment of Resources</p> <p>We would like to understand if the Team Leader/ Post-Harvest Management Cum Horticulture/ Agribusiness Specialist and Deputy Team Leader cum Project Management Expert will be full time deployed at O/o National Horticulture Board, Gurugram during the implementation period.</p>	<p>Yes. The whole team including Team Leader, Deputy Team Leader and other remaining personnel are required to be deployed at O/o National Horticulture Board, Gurugram on full time basis.</p>
8	Section I (RFPL)	• Tender Information	Query 1:	NHB has already considered an extension in the

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	Appendix 1 (page no. 9)	Summary (TIS) End Date is 9 th February 2024	<p>Looking at the diverse scope of the project, we intend to submit a strong proposal. Moreover, the proposal needs a lot of documentation and arranging necessary approvals / proofs require time, we request an extension for last date of submission by at least 15 days to submit a comprehensive proposal.</p> <p>Query 2:</p> <p>We request a three weeks extension to prepare a customized bid uniquely tailored to your requirements. Hence, we request you to keep the deadline of submission on 1st March 2024.</p> <p>Query 3:</p> <p>We request the authority to extend deadline for submission of proposal and provide at least 2 weeks from the RFP queries response publish date, to allow us to incorporate any changes in the proposal.</p>	<p>timeline for uploading of bids. Bid Due Date has been extended as -</p> <p>26.02.2024 till 1600 Hrs.</p>
9	Section 3.1, to Participate Page No. 13	The applicant Agency should have in-house team, skills and expertise required for the assignment.	The Agri Practice team in the prospective bidder's 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 said requirement stipulated in the RFP document is for the proposed team.

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			<p>The skill set required for NHB PMU engagement is unique and full-time commitment of team is required.</p> <p>Therefore, while we have in-house team, skills and expertise but for current RFP, a dedicated team will have to be proposed.</p> <p>Hence, kindly clarify whether the criteria is applicable to "Proposed Team" or overall capacity of the bidder?</p>	
10	Section D, ToR & SoW, Page no. 41	<p>CDP Implementation Phase (21 months)</p> <p>Updating of the Existing Monitoring Dashboard to transform it into a real time Monitoring and Evaluation dashboard for streamlining process of implementation and undertake corrective action whenever required.</p>	<p>Scope of work specifically outlines Updating of the Existing Monitoring Dashboard to transform it into a real time Monitoring and Evaluation dashboard for streamlining process of implementation and undertake corrective action whenever required."</p> <p>This means dashboards (hardware & software) are operational and regular updation is required?Kindly clarify.</p> <p>Query 2.</p> <p>Please let us know if coding and software development falls in the scope of the consultant.</p>	It may be noted that the Dashboard is under development, which would require regular maintenance and time-to-time upgradation.

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11	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 21 months only? Kindly clarify</p>	Bidders may note that the full team will be deployed for complete 24 months.
12	Section VII, Evaluation /Scoring Criteria, Page No. 75	<p>Criteria 1, Point no.1:</p> <p>Additional 5 marks shall be awarded if all the 4 eligible assignments as per above qualifications are in the horticulture sector (1.25 marks per assignment, maximum 5 marks).</p>	<p>Additional marks may be awarded on the basis of successful implementation of Central / State Government schemes / programs, instead of horticulture sector in particular.</p> <p>That way this criterion will cover Agriculture & Allied sectors as sectors as well experience of firm in Scheme Implementation.</p>	<p>Considered. Revised criteria may be read as -</p> <p><i>“Additional 5 marks shall be awarded on the basis of successful implementation of Central / State Government schemes / programmes pertaining to Horticulture /Agriculture & Allied Sector.</i></p>
13	Page no. 30, clause no. 5.4	No JV or consortium is allowed in this project.	<p>Adopting a collaborative approach fosters healthy completion among industry players and makes it easier to realize synergies that lead to increased project execution efficiency and effectiveness.</p> <p>Utilizing the various resources and expertise of several businesses within a consortium or joint venture framework also promotes a competitive work environment, adding a range of viewpoint and experiences to the project.</p>	Terms & conditions pertaining to JV or consortium stipulated in the RFP document shall prevail.

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			<p>This strategy, in our opinion, is consistent with our dedication to maximizing projects results while encouraging creativity and superior execution.</p> <p>Therefore, You are requested to kindly allow for JV or consortium.</p>	
14	Clause No. 3.1 (ii) eligibility to participate (Page No. 13 of the RFP document)	The bidder must have an average annual turnover of atleast Rs. 20 crores from Consultancy Services/Advisory Services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23.	The Bidder must have an average annual turnover of at-least Rs 15 crores from Consultancy Services/Advisory Services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23.	No Change.
15	7.1 Page 39	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 and farm mechanization till the harvest of the crop	We understand that consultants' role will be technical inputs for capacity building. Please confirm.	Yes
16	Page 41	Assist in release of financial assistance after verification of requisite milestones and compliance including undertaking site inspections to assess actual physical progress and verify the claims/documents submitted	We understand that consultants will give advisory inputs and final decision will be taken by the client.	Yes

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		by the applicant for release of grant and make a recommendation to NHB.		
17	Page 41	Deliverables and Schedule of Payment: 1 st payment is scheduled after 3 months i.e. after completion of As-Is-Assessment Phase	We request you to kindly add one initial milestone for 1 st payment, which can be scheduled at the submission of the inception report within 15 days of signing MoU.	Payment terms as stipulated in RFP document shall prevail.
18	Page 72	The agency shall support the department in designing, development, and monitoring of CDP via Digital Intervention including web platform and mobile app which shall be used by all stakeholders of the program	We understand the PMU will only support in designing the overall architecture of the portal and applications. However, separate manpower will be deployed for development of these portals and applications.	The Dashboard is under development stage. The successful bidder shall undertake the coding, maintenance and time-to-time upgradations, if required.
19	Page 54	Remuneration and Reimbursable Expenses	<p>Query 1:</p> <p>The section has not covered details of out of pocket expenses such as travel cost, logistics expenses, boarding and lodging expenses etc. We request to please clarify the same both for the As-Is-Assessment Phase and Implementation Phase.</p> <p>Query 2:</p> <p>As per the Scope, there are at present 12 Clusters which shall be increased to 100 in numbers which clearly indicates that the team needs to travel to the respective locations as well time to time.</p>	<p>The request for consideration of reimbursement of travel trips on actual basis may not be considered.</p> <p>Remuneration of staff to be deployed and reimbursable expenses includes out of pocket expenses such as travel cost, logistics expenses, boarding and lodging expenses etc. which may be quoted by the bidder accordingly as per revised Annexure-X.</p>

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			<p>Please clarify if the cost of travel shall be borne by the department or by the bidder.</p> <p>It may be highlighted some of the bids recently released by MoAFW have clearly stated that the travel shall be reimbursed on actual basis if not sponsored by the department. We request you to kindly consider the same in this RFP as well.</p> <p>Additionally, kindly also confirm the number of trips/visits required to each cluster per year in an indicative travel plan.</p>	
20	Section VII page 75	<p>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.</p> <p>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>CA certificate would be required for confirming the professional fees realized.</p>	<p>We request that:</p> <ul style="list-style-type: none"> • INR 50 lakhs be considered the threshold. • The additional five marks be allocated for agriculture projects itself. <p>Work order be given in place of CA certificate.</p>	No change.

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		Additional 5 marks shall be awarded if all the 4 eligible assignments as per above qualifications are in the horticulture sector (1.25 marks per assignment, maximum 5 marks).		
21	Section VII page 76	Experience in developing/ contribution to the sectoral policy for agriculture/ horticulture/allied sector (Maximum marks 5; 5 marks if horticulture sectoral policy, 1 mark per project if it is agriculture and allied sector policy)	We request that other policy advisory assignment be allowed as well.	No change.
22	D-1-a page 40	As-is Status assessment and report outlining the details of all workflows, reports, documents, activities, reports, progress achieved, Minutes, handing and taking over if applicable etc.	Please clarify whether the As-is Status report is limited to the 12 pilot clusters, or it is for all the potential clusters?	For all potential clusters.
23	D-2-b page 40	Undertake feasibility assessment of Clusters proposed to be assisted under the Scheme to support need-based Cluster Gap Assessment and detailing of requirements	We request to clarify how many feasibility cluster studies need to be conducted during the 2 years tenure?	In Pilot Phase, 12 clusters have been considered for implementation. In next phase of implementation, number of clusters are not fixed. Therefore, feasibility assessment of all potential clusters may be undertaken as per the direction by the NHB.
24	Section II, Clause 3.1 (ii) on Page No. 13 &	The Bidder must have an average annual turnover of at least Rs. 20 crores from Consultancy Services /	Two separate clauses indicate different requirement for the minimum turnover of the firm as 20 Cr. and 50 Cr.	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.

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	Annexure IX, S.No. 2 on Page No. 95	<p>Advisory Services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23.</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.</p>	Kindly clarify the required turnover.	
25	Clause no. 8.1.2, Page no. 19	<p>8.1.2 Form of Bid:</p> <p>The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached/ uploaded.</p>	Request you to kindly share if any specific format for power of-attorney.	No specific format shall be provided by the NHB. The Bidders may use their own format (as per their firm's policy/ legal terms) for Power of Attorney.
26	Clause 8.4.1, Page no. 20	Applicants are required to deposit Rs.5.00 Lakhs (Rupees five lakhs only) as EMD. MSME organizations shall be exempted from EMD. For depositing EMD amount, may refer the below mentioned bank details:	It is requested to kindly consider either Bank Guarantee or Demand Draft as the bid security.	NHB shall consider EMD in the shape of Demand Draft as the bid security.
27	Section VI-A, Page no. 73	<p>List of Key Experts and Required Qualifications:</p> <p>Deputy Team Leader cum Project Management Expert</p> <p>- Post-Graduation in Agri-</p>	We request the Authority to modify the qualification requirements for Deputy Team Leader cum Project Management Expert to as below:	<p>Revised criteria for Deputy Team Leader cum Project Management Expert may be read as -</p> <p><i>"Post-Graduation in Agri-business/ Agriculture/ Horticulture or related field - 10 years' experience"</i></p>

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		business or related field - 10 years' experience in project development and implementation in agriculture/ horticulture/ agribusiness/ PPP projects etc. with State/Central Govt.	Post-Graduation in Agri-business/ Agriculture/ Horticulture or related field - 8 years' experience in project development and implementation in agriculture/ horticulture/ agribusiness/ PPP projects etc. with State/Central Govt.	<i>in project development and implementation in agriculture/ horticulture/ agribusiness/ PPP projects etc. with State/Central Govt."</i>
28	2. Deliverables of Selected Agency, Page no. 73	A minimum 5,000 farmers on good agriculture practices (GAP/India GAP), good orchard management practices, harvest & post-harvest handling practices trained.	Please clarify if the cost related to training such as venue, refreshments, equipment cost, travel, etc. will be borne by NHB.	It will not be borne by the PMU/Agency.
29	Section VI-A, Page no. 74	List of Key Experts and Required Qualifications: MIS/IT Expert - Graduation in IT (BE/B.Tech or equivalent) with MBA with minimum 7 years of experience, including one project in the Agri & allied sector with IT/MIS Intervention in Central Government.	We request you to kindly relax the requirement of MBA for IT expert as the work will primarily involve MIS/ IT. Alternatively, post-graduation in relevant field may also be considered.	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 in the Agri & allied sector with IT/MIS Intervention in Central/state Government."
30	Section VI-A, Page no. 74	List of Key Experts and Required Qualifications: Financial Management Expert - MBA in Finance / CA with relevant experience of minimum 7 years in developing financial model for Govt. Grants/Subsidy related programs or in	We request the Authority to modify the qualification requirements for Financial Management Expert to as below: " MBA or equivalent/ CA with relevant experience of minimum 7 years in developing financial model in agriculture value chain financing including micro-finance, assisting FPOs and value chain operators in credit linkages etc."	Revised criteria for Financial Management Expert may be read as - "MBA or equivalent / CA with relevant experience of minimum 7 years in developing financial model for Govt. Grants/Subsidy related programs or in agriculture value chain financing including micro-finance, assisting FPOs and value chain operators in credit linkages etc."

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		agriculture value chain financing including micro-finance, assisting FPOs and value chain operators in credit linkages etc.		
31	Section VI-A (h), Page no. 74	The agency will not be allowed to change resource persons, however, under exceptional circumstances with prior consent of the MD, NHB, the Agency will be allowed change of at the most one person in a year. In case there is more number of changes in resources/ experts then penalty shall be applicable upon the consultant. Change of resource more than once shall only be allowed in exceptional cases.	It is requested to consider relaxation of penalty for change in number of resources as this may be beyond the control of the firm due to reasons such as resignation, health & family reasons, or any other exigency. The clause may be modified to: “The agency may be allowed to change resource persons with prior consent of the MD, NHB. The agency shall provide adequate written justification to NHB with the substitution request.”	No change.
32	Section II (c), Evaluation Scoring Criteria, Page no. 76	Client Certificate towards the Platform/ Dashboard mentioning all necessary API/Data based integration done.	Considering the limited time for submission of proposals and long communication process with government clients. We request to kindly consider the work orders, screenshots of platforms/ dashboards as proof of integration done.	Considered and revised term may be read as – Work orders and Screenshots of platforms/ dashboards OR Client Certificate towards the Platform/ Dashboard mentioning all necessary API/ Data based integration done.
33	Annexure-III, Page no. 82	Performa for Affidavit (on non-judicial stamp paper of Rs.100/-)	We request to consider the declaration on company's Letter head.	Considered. The Bidder shall furnish the declaration on their firm's letter head.
34	Annexure-V, Page no. 85	Details of Similar Nature of work experience or contracts	The format as for details such as Name of the work/ assignment with short description, Name of the Client,	Specific format pertaining to this criterion has already been provided in the RFP document at page no. 85.

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		FORMAT	Location of the work, Value of the Project, Period of the project. Request to please provide any specific format for detailed citation for the project including key deliverables.	The Bidder may take note of this and furnish the details accordingly.
35	Annexure-IX, Page no. 90	For and on behalf of the Principal	The Principal would be the Department. The format asks for name of the officer and designation of the Principal. Please clarify for submission as part of technical proposal. Further, it asks for signature of witnesses, is this required as part of technical proposal. Please confirm.	Bidders may please note that – By submitting the blank integrity Pact as per Annexure IX of the Bid document, the bidder agrees to the terms and conditions as given in the Integrity Pact, however, the same would be signed between the Principal and the Consultant once the Contract award letter is issued by the Principal to the Consultant.
36	Section II, Clause no. 2.2 Page no. 12	2.2 Right to Intellectual Property and Confidentiality "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	We request the Authority to modify this clause to: 2.2 Right to Intellectual Property and Confidentiality "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	No change as this is as per the format prescribed by the Department of Expenditure.

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		<p>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."</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. The Consultant may retain a</p>	<p>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."</p> <p>All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software provided by the Procuring Entity under this Contract shall 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. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.</p> <p>The Consultant may retain a copy of such documents and software but shall not use it for commercial purpose.</p>	

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		copy of such documents and software but shall not use it for commercial purposes.		
37	Section IV, Clause no. 5.2, Page no. 35	<p>Book Examination Clause:</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</p>	<p>We request the Authority to modify this clause to:</p> <p>ii) The authorized Government Officer shall have the power, mutatis mutandis, to examine all the relevant physical 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>The Consultant or its agency is bound to allow examination of its physical 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</p>	No change as this is as per the format prescribed by the Department of Expenditure.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>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>and binding on the Consultant and his agencies. Notwithstanding 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/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/Government Officer 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>	
38	Section IV, Clause no. 11, Page no. 56	<p>11.1 Disputes and Excepted Matters</p> <p>All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, or any other account whatsoever, but excluding the Excepted</p>	<p>We request the Authority to modify this clause to:</p> <p>11.1 Disputes: All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, or any other account whatsoever, arising out of or in connection with the contract, within thirty (30) days</p>	No change as this is as per the format prescribed by the Department of Expenditure.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>Matters; arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the NHB and the Agency, shall be hereinafter called the "Dispute".</p> <p>The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. Before any recourse to courts, the dispute shall be resolved through dispute resolution mechanisms detailed subsequently in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.</p>	<p>from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the NHB and the Agency, shall be hereinafter called the "Dispute".</p> <p>The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. Before any recourse to courts, the dispute shall be resolved through dispute resolution mechanisms detailed subsequently in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.</p> <p>- Arbitration</p>	

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		1) Adjudication 2) Conciliation Arbitration		
39	Section IV, Clause no. 11.2, 11.3 & 11.4 Page no. 56-58	11.2 Excepted Matters 11.3 Adjudication Conciliation of disputes	We request the Authority to delete these clauses.	No change.
40	Section IV, Clause no. 11.5 Page no. 58	11.5 Arbitration Agreement This Agreement This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days afterwards. Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings	We request the Authority to modify this clause to: This Agreement This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days afterwards. Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement. Notice for Arbitration	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.

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		<p>under this Agreement.</p> <p>The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the MSMED Act 2006, these provisions shall prevail over this Agreement. However, if an arbitrator has already been appointed under this agreement before the appointment of a conciliator/ arbitrator by the facilitation council, the arbitrator already appointed under this agreement shall continue to perform the duties including on matters related to delayed payments. Such an arbitrator shall be deemed to be the arbitrator appointed by the facilitation council. None of the parties shall approach the facilitation council to appoint</p>	<p>Appointment of Arbitrator(s): For this Arbitration Agreement, 'The Appointing Authority' to the parties shall with mutual consensus appoint Arbitrator(s) in accordance with the provisions of the Arbitration and Conciliation Act, 1996 in the contract and includes if there be no such authority. In the event of any dispute, if the Adjudicator fails to decide, then any party to the contract, after 60 days but within 120 days of 'Notice of Dispute' shall request the other party through a "Notice for Arbitration" in writing that the dispute or difference be referred to arbitration.</p> <p>Reference to Arbitration</p> <p>After appointing Arbitrator(s), the parties shall refer the Dispute to them.</p> <p>Appointment of Arbitrator</p> <p>Qualification of Arbitrators:</p> <p>In the case of retired officers of NHB, they shall have retired in the rank of senior administrative grade (or equivalent) and shall have retired at least 1-year prior and must not be over 70 years of age on the date of Notice for arbitration.</p>	

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		<p>an arbitrator once an arbitrator under this agreement has already been appointed.</p> <p>Notice for Arbitration</p> <p>Authority to Appoint Arbitrator(s): For this Arbitration Agreement, 'The Appointing Authority' to appoint the arbitrator shall be Head of the NHB or any other authority or Arbitration Institution named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.</p> <p>In the event of any dispute, if the Adjudicator fails to decide within 60 days, or the Conciliation is terminated, then any party to the contract, after 60 days but within 120 days of 'Notice of Dispute' shall request the other party through a "Notice for Arbitration" in writing that the</p>	<p>He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as an officer of the NHB, expressed views on any or all of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.</p> <p>An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed.</p> <p>Replacement of Arbitrators</p> <p>If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Parties fails to act</p>	

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>dispute or difference be referred to arbitration. The "Notice for arbitration" shall specify the matters in question or the subject of the dispute or difference, indicating the relevant contractual clause and the amount of claim item-wise.</p> <p>Reference to Arbitration</p> <p>After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, with counter-claims or set off. Other matters shall be beyond the jurisdiction of the Arbitrator(s).</p> <p>Appointment of Arbitrator</p> <p>Qualification of Arbitrators: In the case of retired officers of NHB, they shall have retired in the rank of senior administrative grade (or equivalent) and shall have retired at least 1-year prior and must not be over 70 years of age on the date of Notice for arbitration.</p>	<p>without undue delay, the Parties shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).</p> <p>Appointment of Arbitrator:</p> <p>In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of the sole Arbitrator.</p> <p>In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) indicating the 'Presiding Arbitrator' from amongst the 3. the appointment of the Arbitrator may be sought under the relevant provision of the Arbitration and Conciliation Act 1996, as amended.</p>	

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as an officer of the NHB, expressed views on any or all of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid. merely for the reason that one or more arbitrators had, in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.</p> <p>An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed.</p> <p>Not be other than the person appointed by The Appointing Authority, and if for any reason that is not possible, the matter shall not be referred to</p>		

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>arbitration.</p> <p>Replacement of Arbitrators</p> <p>If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).</p> <p>Appointment of Arbitrator:</p> <p>In cases where the total value of all claims in question added together does not exceed Rs</p>		

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of the sole Arbitrator. For this purpose, The Appointing Authority shall send to the Agency, within 60 days from receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers duly indicating their retirement dates.</p> <p>The Agency shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Agency's nominees.</p> <p>In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the NHB. For this purpose, The</p>		

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the Agency within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.</p> <p>The Agency shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one of them as the Agency's nominee. It shall also simultaneously appoint the balance number of arbitrators from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed within 30 days from the receipt of the names of the Agency's nominees.</p> <p>If the Agency does not suggest his nominees for the</p>		

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed to appoint the arbitral tribunal within 30 days of the expiry of such a time provided to the Agency.</p> <p>Failure to appoint Arbitrators.</p> <p>11.4 If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then the appointment of the Arbitrator may be sought under the relevant provision of the Arbitration and Conciliation Act 1996, as amended.</p>		
41	Clause 12.1.4 Page no. 62	<p>12.1.4 Limitation of Liability</p> <p>Except in cases of criminal negligence or wilful 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</p>	<p>We request the Authority to add Clause 12.1.4 as a separate clause in the following terms:</p> <p>12.1.4 Limitation of Liability</p> <p>Except in cases of fraud or wilful 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.</p>	No change as this is as per the format prescribed by the Department of Expenditure.

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		obligation of the Consultant to indemnify the Procuring Entity concerning IPR infringement.		
42	Clause no. 3.2 (b) Page no. 13-14	b) 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.	We request the Authority to delete this clause.	No change as this is as per the format prescribed by the Department of Expenditure.
43	Clause no. 5.3, Page no. 30	5.3 Restriction on Potential Conflict of Interests a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.	We request the Authority to delete these clauses.	No change as this is as per the format prescribed by the Department of Expenditure.

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		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.		
44	Clause no. 14, Page no. 24	<p>Grievance/ Redressal/ Complain Procedure</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</p>	<p>We request the Authority to modify this clause to:</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 the</p>	No change as this is as per the format prescribed by the Department of Expenditure.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		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.	Successful Bidder liable to the NHB for all direct costs and damages arising from such misdemeanors.	
45	Clause no. 5.1 Page no. 29	<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 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</p>	<p>We request the Authority to modify this clause to:</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.</p>	<p>The Bidders may kindly note -</p> <p>Selected Bidder must inform in advance and take approval from 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 assignment)</p>

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>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 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>		
46	Clause 5.6 Page no. 31	5.6 Obligation to Indemnify Procuring Entity	We request the Authority to delete this entire clause.	No change as this is as per the format prescribed by the Department of Expenditure.
47	Clause 5.10 Page no. 35	Insurances The Consultant (a) shall take	<p>We request the Authority to modify this clause to:</p> <p>The Consultant (a) shall take out and</p>	No change as this is as per the format prescribed by the Department of Expenditure.

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		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.	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, 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.	
48	Clause 13.4 (e) Page 67	e) Debar, a Consultant, from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred	We request the Authority to delete this clause.	No change as this is as per the format prescribed by the Department of Expenditure.

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		<p>firm. In the case of a Joint Venture/ consortium, all its members shall also stand similarly debarred:</p> <p>i) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC sub- clause 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.</p> <p>ii) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Consultant or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for</p>		

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		misdemeanours listed in GCC sub-clause 13.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).		
49	Clause no. 9.5.2 Page no. 49	<p>9.5.2 Limit on total Damages</p> <p>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.</p>	<p>We request the Authority to modify this clause to:</p> <p>9.5.2 Limit on total Damages</p> <p>However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 5% of the entire value of the Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause 12.</p>	No change as this is as per the format prescribed by the Department of Expenditure.
50	Clause 5.7 (b) Page no. 33	<p>b) IPR Rights</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</p>	<p>We request the Authority to delete this clause and replace it with the clause as proposed below:</p> <p>The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge</p>	No change as this is as per the format prescribed by the Department of Expenditure.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>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>developed while performing the Services), and in any working papers that the Consultant compiles and retain in connection with the Services (but not information provided by NHB reflected in them).</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 NHB, are for NHB's internal use only (consistent with the purpose of the particular Services) including NHB's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside NHB's organization.</p>	
51	Clause 5.7 (e) Page no. 33	<p>Restrictions on the Use of Information</p> <p>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.</p> <p>The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of</p>	<p>We request the Authority to delete this clause and replace it with the clause as proposed below:</p> <p>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</p>	No change as this is as per the format prescribed by the Department of Expenditure.

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		<p>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.</p> <p>Notwithstanding the above, the 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.</p> <p>The obligation of the Consultant under sub-clauses above, however, shall not apply to information that:</p>	<p>that it:</p> <p>(a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the 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>	

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>i) the Consultant needs to share with the institution(s) participating in the financing of the contract;</p> <p>ii) now or hereafter is or enters the public domain through no fault of Consultant;</p> <p>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</p> <p>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>The provisions of this clause shall survive completion or termination for whatever reason of the</p>		

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		contract.		
52	Others		<p>We request the Authority to add this clause:</p> <p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to NHB if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	No change as this is as per the format prescribed by the Department of Expenditure.
53	Section 7.1 D Page no. 40	<p>D. Terms of Reference and Scope of Work</p> <p>2. Strategy Development Phase for CDP (1-3 Months)</p> <p>a) Review and revisit the existing Cluster Development Scheme Guidelines and propose requisite amendments/ modifications, if any.</p> <p>b) Undertake feasibility assessment of Clusters proposed to be assisted under the Scheme to support need-based Cluster Gap Assessment and detailing of requirements. The feasibility assessment needs to include climate risk associated or</p>	<p>The skill set requirement in the Strategy Development Phase is different from that required in the CDP Implementation Phase. Towards this, we request the Authority to engage at least two Subject Matter Experts with adequate experience in the areas of policy and scheme formulation, strategy development and programme design.</p>	No change.

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		<p>envisaged in the production clusters and effective risk mitigation framework for the same.</p> <p>c) Preparation of detailed Standard Operating Procedures based on the scheme guidelines.</p> <p>d) Assist NHB in the procurement of works, goods and services and contract management under the CDP Scheme</p> <p>e) Develop Scheme Optimization Plan and undertake necessary activities and information dissemination to popularize the Cluster Development Program.</p> <p>f) Plan and conduct Market Assessment for identification of markets for different cluster specific focus crop. This will include:</p> <ul style="list-style-type: none"> • Assessment of market size, volumes of sale, market integration/segmentation • Identification of weakest linkages and bottlenecks in the 		

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		<p>chains and of opportunities to make it more productive.</p> <ul style="list-style-type: none"> • Identification of the enabling environment and improved ecosystems incl. mapping of relevant local stakeholders (governments institutions, service providers) and their roles in activating and enhancing investments for the crops in question. • Local market structure and key risks/barriers in the enabling environment (e.g. security issues or policies affecting market access) • Procurement mechanisms, market requirements (quality and other standards, conditions for delivery) and prices • Identification of existing service delivery actors active in these four value chains, and other potential crops if relevant. 		
54	Section 3	<p>Consultants (Bidders) – Participation in the RFP process:</p> <p>The Bidder must have an</p>	<p>Considering the criticality and importance of this scheme, the prospective bidders/agencies should be a reputed name having previous experience in delivering such similar</p>	No Change.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		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).	programmes. Therefore, it is hereby proposed to change the average annual turnover to minimum INR 100 Cr from Consulting Services/Advisory Services in last three years.	
55	SECTION VI-A	List of Key Experts and Required Qualifications: The project duration is for 2 years which can be further extended for 1 more year in case as desired by the Board on the pro rata basis	As per the mentioned clause, the total contract duration is of 2 years and extendable up to 1 years on pro-rata basis. The department should understand that during this duration, the bidder has a liability or mandate to give raise to the employees/resources which are deployed on the project each year. In the view of the same, It is hereby proposed that in case of extension of the contract, 10% increment in cost of resources shall be done as this is being followed and considered in other programmes as well which are running in MOAFW.	No Change.
56	SECTION VII	EVALUATION/ SCORING CRITERIA: Specific experience of the consultant (as a firm) relevant to the assignment	There seems to be a typo error in the total marks assigned to Criteria 1. The sub-weightage or marks assigned to Point 1, 2 and 3 under Criteria 1 should be 20 whereas it has been mentioned as 10 in the RFP. Kindly clarify and correct.	Bidders may kindly note that - It is 20 marks (instead of 10 marks) and stands corrected accordingly.
57	Section 7.1, Part - D.	Assist in developing architecture and framework to	We understand that an e-Commerce platform assisting the PIAs needs to	It will be the responsibility of the Bidder. SoW for Design and Development may be shared.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		<p>guide PIAs develop e-commerce portal for business-to-business (B2B) and business- to consumer (B2C) transactions.</p> <p>Updating of the Existing Monitoring Dashboard to transform it into a real time Monitoring and Evaluation dashboard for streamlining process of implementation and undertake corrective action whenever required</p>	<p>be developed which will help in the transitions between different stakeholders. Kindly Confirm, if yes, please share more details to clarify the SOW for Design and Development of the same</p> <p>Further, in order to monitor and implement the programme across all the Clusters, please confirm if there are any platform or solutions already developed. If yes, is there an agency present to maintain the same or the bidder has to take over the existing platform. Also, pl share the technical details like technology used for front end and backend.</p> <p>In view of the above, the necessary software developers need to be added in the scope of work and resource additions needs to be done or an addition in BOQ considering its appropriate cost in financial quotation.</p>	
58	Section 7.1, Part - D.	The PMU would also provide overall assistance to NHB and related stakeholders / beneficiaries on undertaking necessary interventions to enable holistic development of horticulture clusters. Hard interventions may be viewed in terms of those involving creation of fixed assets such as common facilities and physical infrastructure. Soft	With reference to the mentioned clause, it has been requested that the bidder have to do BDS related activities. It is requested to share more detailed related to the same.	May please refer RFP wherein the detailed information has already been provided.

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		interventions cover the gamut of other required Business Development Services (BDS).		
59	Section VI	<p>Terms of Reference: FUNCTIONAL REQUIREMENT OF CLUSTER DEVELOPMENT PROGRAM (CDP)</p> <p>Assist the IAs for training and capacity building of two master trainers in each Clusters on Good Agriculture Practices (GAP/India GAP), good orchard management practices, harvest & post-harvest handling practices and also for IAs/CDAs and other stakeholders</p>	<p>We also understand, lot of capacity building, training is to be done under the programme which requires additional cost beyond the existing team.</p> <p>For. e.g.: Logistics, Food, Training Centre Space, and other relevant costs.</p> <p>Please clarify that who shall bear the relevant cost under this programme. If not borne by the department, the same shall be incorporated in a separate head as Miscellaneous cost in Financial Format.</p>	It is the responsibility of PMU. However, the costs involved in arrangements of such programme includes costs of Logistics, Food, Training Centre Space, and other related costs not to be borne by PMU.
60	Section 7.1, Part - B.	Under the present implementation phase, the CDP is envisaged to be implemented in a up to total of 100 clusters.	As per the Scope of work and the team allocation, present Team size shall cater to 12 clusters initially. However, the plan is to increase these to 100 Clusters in coming 3 years. Please clarify if the number of resources shall be increased proportionally upon the increase or launch of additional clusters on pro-rata basis. Kindly Clarify.	<p>Bidders may kindly note that –</p> <p>Financial quote shall remain same during the implementation of the Programme. No extra payment shall be paid in case of any additional deployment for delivering the task(s) assigned to the successful bidder.</p>
61	Section 5.3	Restriction on Potential Conflict of Interests: 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	It has been mentioned that the conflict of interest shall be applicable even after the termination of the contract which is logically incorrect. It is hereby proposed to relax this clause and the updated clause can be read as:	No Change.

S. No.	Clause No./ Page Number	Original Clause of RFP Document	Queries/ suggestions	Response by the NHB
		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	“During the term of this Contract, 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”	
62	Section 5.6.2	For Losses and Damages Caused by Successful Bidder	It is hereby proposed that the same shall also include that “The Consultant shall also be indemnified by the Client for any third-party claims and for claims arising due to any fraud, misrepresentation or omission of facts by the Client or its personnel.”	Bidders may kindly note that – “The Consultant shall also be indemnified by the Client for any third-party claims and for claims arising due to any fraud, misrepresentation or omission of facts by the Client or its personnel.”
63	Section 5.10	Insurances: 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	Please note that the Consultant has following insurance: <ul style="list-style-type: none"> • Commercial General Insurance-15 Crore • Professional Indemnity Insurance-30 Crore • Cyber Insurance - 15 Crore • Crime Insurance - 15 Crore And only these insurances are applicable on us	No change as this is as per the format prescribed by the Department of Expenditure.
64	Section 5.11	Accounting, Inspection and Auditing	It is hereby proposed that in case any third party/ independent auditor is proposed to be appointed by Client, Client should take the consent from	No Change.

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			consultant due to the same line of business and any other auditor will most likely be a competitor.	

Form of Financial Bid

This form as BoQ is provided on Gem Portal. Bidders are advised to fill the required details in the permitted cells and upload the same.

Sr. No.	Components/ Heads	Duration (24 months)	Total Cost (In Rupees)
1.	As-is Assessment Phase	03 Months	

a.	As-is Program Implementation Status Report		
b.	Strategy Development for CDP		
	Sub Total		
2.	Program Management & Monitoring & Support in CDP Implementation	21 months	
	Programme Management (Monthly) to start after as-is-assessment phase is completed: <ul style="list-style-type: none"> • Team Leader/Post-Harvest Management Cum Horticulture/ Agribusiness Specialist-1 • Deputy Team Leader cum Project Management Expert -1 • Agribusiness Value Chain Expert- 1 • Finance Expert- 1 • Procurement Specialist -1 • Monitoring and Evaluation Specialist- 1 • MIS/Dashboard Expert- 1 • Support Team – 3 		
	Sub Total		
3	Reimbursable Expenses		
4	TOTAL (1 + 2 + 3)		
5	Applicable Taxes on '4'		
6	Total Cost Inclusive Taxes (6 = 4+5)		

Note:

1. The financial evaluation shall be done on the **Total Cost Inclusive of Taxes** of both the modules.
2. The work order shall be given by National Horticulture Board.
3. The agency will not be allowed to change resource persons, however, under exceptional circumstances with prior consent of the MD, NHB, the Agency will be allowed change of the most one person in a year. In case there is more number of changes in resources/experts then penalty shall be applicable upon the consultant. Change of resource more than once shall only be allowed in exceptional cases.