

Corrigendum to the Clarifications/Revert from NHB to the Pre-Bid queries on the RFP for engagement of Agency for MIDH Suraksha Portal
(Uploaded on GeM Portal and on NHB Website on 24.11.2023)

S. No.	Clause No. and Page reference	RFP DOCUMENT text	Query	Clarifications/Revert from NHB
1.	5.4 Consequences of breach by Constituents of a Successful Bidder, Page 29	No JV or consortium is allowed in this project.	This term is in contradiction to the term in page no 103, Section 10 S.No 3, which states that (3) If the Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members. It is submitted that JV or Consortium is allowed	No JV or consortium is allowed in this project. Hence, the Clause 103, Sector 10, S.No. stands modified to the extent as under:- "If the Consultant is a partnership, this agreement must be signed by all the partners"

Clarifications/Revert from NHB to the Pre-Bid queries on the RFP for engagement of Agency for MIDH Suraksha Portal
(Uploaded on GeM Portal and on NHB Website on 17.11.2023)

S. No.	Clause No. and Page reference	RFP DOCUMENT text	Query	Clarifications/Revert from NHB
Prospective bidder 1				
Queries/ Clarifications				
2.	Clause no. 11.3 on page 22	The selection of the bidder shall be based on Quality Cost Based Selection (QCBS) method in which weightage of	It is hereby proposed to your good self that as per model tender document for procurement of consultancy services dated 08 May 2023 by Department of Expenditure, Ministry of	No change in the mentioned clause.

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		technical score shall be 60% and weightage of financial score shall be 40%.	Finance, Government of India and section 3.9 (Quality and Cost Based Selection (QCBS)) of General Financial Rules, Table 3. A suggestive weighting of scores for QCBS shall be 80/20 for high complex/ downstream consequences/ specialized assignments. As this is a strategic and customized requirement, we hereby propose to make it as per the suggested rules.	
3.	Clause no. 3.1 on page 12	The applicant firm must have an average annual turnover of at least Rs.6 crores from consultancy/IT consultancy services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23.	As per the Model Tender Document for Procurement of Consultancy Services dated 8 th May 2023, issued by Department of Expenditure, Ministry of Finance, Government of India related Procurement of Consultancy Services, Section III Qualification Criteria, Page 23, Criteria 2- Financial Capability, it has been stated that the Minimum average turnover of at least 200% of the estimated value of the assignment, at least 50% of which should be from consultancy services contracts shall be considered. Considering the volume and complexity of the assignment, it is hereby requested to change the average annual turnover to Rs. 10 crores.	The condition is modified as under:- The applicant firm must have an average annual turnover of at least Rs.10 crores from consultancy/IT consultancy services in the previous three financial year viz. 2020-21, 2021-22 and 2022-23.
4.	Clause no. 10.3 on page 52	Payment Terms of NBB Platform: Point 9: Operation & Maintenance including Training & Capacity Building	The duration for this activity is mentioned as 6 months, however the same has mentioned as 30 months in Annexure-X: Form of Financial Bid. Please clarify the duration for the Operation & Maintenance including Training & Capacity Building for this activity.	The total duration of said task is of 30 months as per the financial format on page 104 of the RFP Document
5.	Clause SECTION VI-A on page 85	Resource Requirement for National Bee Board (NBB) Platform- Duration is 24 months	The duration for this activity is mentioned as 24 months, however the same has mentioned as 32 months in Annexure-X: Form of Financial Bid. Please clarify the duration for	The total duration of said task is of 32 months as per the financial format on page 104 of the RFP Document

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			the same.	
General clarifications				
6.	Clause 5.6.2 on page 30	For losses and damages caused by Successful Bidder	It is also proposed that the Consultant/Bidder must also be indemnified by the Client in case of losses or damages arising out of any third-party claims or due to any fraud, misrepresentation, or omission of facts by the Client or its personnel	The same has been prescribed as per standard DOE Format but this can be considered at the time of signing of agreement as per legal opinion on the same.
7.	Clause 5.11 on page 33	Accounting, Inspection and Auditing	It is hereby proposed and requested that if audit and inspection to be conducted by the Client and any third party/ independent auditor is proposed to be appointed by Client, we request that Client should take the consent from consultant due to the same line of business and any other auditor will most likely be a competitor in this case.	The same has been prescribed as per standard DOE Format but this can be considered at the time of signing of agreement as per legal opinion on the same.
8.	Clause 12.2 on page 64	Termination for Default/Convenience of Procuring Entity or Frustration of Contract	The termination clause as per the RFP doesn't have the provision for any termination rights for bidders/consultant. Its hereby proposed that Termination rights must be available to the Firm/Bidder Consultant in case: <ol style="list-style-type: none"> 1. Its fees aren't paid within the contractually agreed period. 2. if the Client does not comply with the terms of the Agreement/RFP 	The same has been prescribed as per standard DOE Format but this can be considered at the time of signing of agreement as per legal opinion on the same.
9.	Clause 4.3 Inputs of Key Experts on Pg 15	** National Horticulture Board may enhance or decrease the team size basis the need of the project	Change in team size on demand will have direct / corresponding cost impact on bidder. As such, it is suggested to have a provision for standard change request process upon mutual consent based on agreed man-month rates.	The provision of SRS and FRS has been given in the said scope. The processes however tend to change upon time to time as per the guidelines and policies by the government. Team size shall be increased or decreased upon the mutual discussion and pro-data basis rates

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10.	9.4.3 Extension for Excusable Delay Not Due to Consultant / Extension of Time for Inexcusable Delay Due to Consultant	b) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 9.5 below.	It is suggested to have common norm for both scenarios 1) Extension of Time for Inexcusable Delay Due to Consultant and 2) Extension for Excusable Delay Not Due to Consultant where the consultant will be entitled for compensation for additional man-month effort / cost spent during delayed period. Else this may be dropped for both sides.	The same has been prescribed as per standard DOE Format but this can be considered at the time of signing of agreement as per legal opinion on the same.
11.		Scope of Services	Request you to kindly provide the following details : <ul style="list-style-type: none"> • data sources and applications (internal and external) that are required to be integrated? • Whether there is a metadata information document (data dictionaries, data table structure etc.) available for existing source systems? • How many years of history data to be migrated in proposed solution? • 5.Data migration scope should be mentioned with Source systems, volume and period of data, readiness etc. 	i) Existing Webportals e.g. HORTNET, HAPIS, MADHUKRANTI, NHB etc. are already running in the Department of Agriculture and Farmers Welfare and data in available form shall be provided during the requirement gathering, SRS, FRS stage. ii) Data from 2014-15 may be available, however, can be evaluated and assessed at the time of requirement gathering. iii) Existing platform mentioned in point time (i) are running in Microsoft .NET technology with SQL database . However, exact technology stacks shall be shared during SRS/FRS stage by the respective agencies.
12.	Clause 7.1 on Page 35		In the context of developing the platform for multiple departments i.e., NBB and NHB, it is hereby requested to provide clarification on whether the payment will be handled separately by each department or through	Payment for MIDH-SURAKSHA, NBM and HAPIS shall be done by NHB. Payment of NBB Module shall be done by NBB. Team shall be deployed at NHB office location

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			NHB only. Additionally, it is also requested to confirm whether the proposed team deployment shall be done in the respective departments as well or only in NHB.	as per the agreed timelines and requirement of RFP.
13.			It is also requested to clarify if the expenses related to additional licenses with respect to implementation of the whole project or any changes proposed in the scope of work shall be borne by the department.	The board shall bear the expenses for additional expenses if any related to licenses integrations etc.
14.			With the detailed scope of work as per the RFP it is assumed that multiple integrations under scope. PI confirm if the source application data inputs shall be provided or finalized by the department during the SRS and FRS Stage.	The board provide the final approval and consent upon the inputs related to multiple integrations under scope of work.
15.	II MIDH Schemes Online Page 75	i. The platform shall be multi-lingual, with user interfaces in English and Local language (official languages of the state)	Can you please provide the estimated list of local languages proposed to be included for the platform? This will be required in the effort estimation	Initially in English and Hindi and upon successful testing and commissioning, it shall have to be done in Vernacular languages
16.	3. Deliverables of Selected Agency Page 84	Migrate Data from existing platforms to the new proposed MIDH-SURAKSHA.	For data migration, the data should be shared in a mutually agreed upon template and the concerned user agency / business owner/concerned department will share the verified data in that agreed format. Kindly confirm.	The data migration activity shall be carried out by the Consultant however any support in getting the data from other departments and sources, NHB/NBB shall support the bidder in sourcing the same.
17.	3. Deliverables of Selected Agency Page 84	Ensuring OWASP Compliance and Data Security for Cyber Security	Kindly clarify as to who will bear the cost for the SSL certificate as SSL certificate is bought in the client's name. Hence, this should ideally be in client's scope	The board shall bear the cost.
18.		During pre-bid meeting.	If there will be any extension in the submission deadline.	The last date for submission of bids has been revised from 21.11.2023 to 28.11.2023.

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Prospective Bidder 2				
19.	3.1 Eligibility to Participate on Page 12	Pre-Eligibility Criteria	<p>Centre for Development of Advanced Computing (C-DAC) is the premier R&D organization of the Ministry of Electronics and Information Technology (MeitY) for carrying out R&D in IT, Electronics, and associated areas.</p> <p>CDAC express keen interest in participating in the upcoming Tender under GEM BID No. GEM/2023/B/4150234. After a comprehensive review of the BID documentation, specifically on Page 12, where it is mentioned " 3.1 Eligibility to Participate," we would like to kindly request the inclusion of the Society Act as a recognized legal entity for pre-qualification.</p> <p>CDAC is an organization with a distinguished history of commitment to technological innovation and excellence. We firmly believe that by extending the eligibility criteria to encompass entities formed under the Society Act, you would create an opportunity for a broader range of organizations, including non-profit societies and associations, to offer their valuable expertise and solutions to the project.</p> <p>Our organization, CDAC, boasts a rich and successful history of completed projects and is backed by a dedicated team of professionals with extensive experience in the field. We are unwavering in our commitment to upholding the highest ethical and legal standards in all</p>	<p>The updated clause may be seen as :-</p> <p>The bidder should be a Legal Business Entity. A Business Entity shall mean a company registered in India under the Companies Act, or a partnership firm registered under the Limited Liability Partnership Act/Society Act and operating for the last 10 years post registration in India as on March 31, 2023</p>

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			our operations and project deliveries.	
Prospective Bidder 3				
20.	3.1 Eligibility to Participate, Page No 12	2. The applicant firm must have an average annual turnover of at least Rs.6 crores from consultancy/IT consultancy 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).	It is evident from the RFP that the tender has been floated for a software design, development and Operations & Management of MIDH-SURAKSHA and National Bee Board (NBB) Integrated Platform. Hence the bidders should be from IT Consultancy Services. It is submitted that non-IT Consultancy shall be removed from this clause	This scope of work not only requires an IT Integrated solution to be implemented but also has a vast piece of understanding and implementation of governmental schemes like MIDH, NHB and NBHM Guidelines across the districts/states. Hence, both the experiences have been included. No change in the referred clause.
21.	3.1 Eligibility to Participate, Page No 12	3. The Agency should have an experience of at least five years in Government Sector and should have assisted in Project Management/Consulting Services/IT Services for Gol	As this is an Information Technology project, the bidder should have experience in IT services mandatorily. Project Management and Consulting services can be additional strengths, but cannot replace IT Services. It is submitted that this clause be modified to "The Agency should have an experience of at least five years in Government Sector and should have assisted in IT Services for Gol	This scope of work not only requires an IT Integrated solution to be implemented but also has a vast piece of understanding and implementation of governmental schemes like MIDH, NHB and NBHM Guidelines across the districts/states. Hence, both the experiences have been included. No change in the referred clause.
22.	5.4 Consequences of breach by Constituents of a Successful Bidder, Page 29	No JV or consortium is allowed in this project.	This term is in contradiction to the term in page no 103, Section 10 S.No 3, which states that (3) If the Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members. It is submitted that JV or Consortium is allowed	The term 5.4 of RFP may now be read as follows: Joint Venture (JV) or Consortium is allowed in this project. In the case of a joint venture / Consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all

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				<p>business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>Maximum of two (02) companies/firms are allowed in a consortium / JV including lead bidder. Both Members of JV/Consortium must be companies in India Registered under the Company's Act 1956 or LLP firms and are in existence for last 10 years. The eligibility conditions can be fulfilled by either the Lead bidder or by the JV/consortium partner. In addition to the requirements under Eligibility conditions, Bids submitted by a JV shall include a copy of the Joint Venture / Consortium Agreement entered into by all members indicating the parts of the project to be executed by the respective members and mentioning the name of the Lead Bidder. The Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.</p> <p>A company/firm that is a JV/Consortium member shall not participate as a Bidder or as a JV/Consortium member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the company/firm is involved.</p>

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				The contract agreement for the project shall be signed with the Lead Bidder.
23.	SECTION VII: EVALUATION/ SCORING CRITERIA, Page No 87	Experience in Consultancy/IT Consultancy Services for Central/ State Govt. agencies wherein the agency has undertaken IT/ MIS Interventions in the last 5 years:	It is evident from the RFP that the tender has been floated for a software design, development and Operations & Management of MIDH-SURAKSHA and National Bee Board (NBB) Integrated Platform. Hence the bidders should be from IT Consultancy Services. It is submitted that non-IT Consultancy Services shall be removed from this clause.	This scope of work not only requires an IT Integrated solution to be implemented but also has a vast piece of understanding and implementation of governmental schemes like MIDH, NHB and NBHM Guidelines across the districts/states. Hence, both the experiences have been included. No change in the referred clause
24.	SECTION VII: EVALUATION/ SCORING CRITERIA, Page No 87	2. Experience in Consultancy/IT Consultancy Services for Central/ State Govt. agencies wherein the agency has undertaken IT/ MIS Interventions in the last 5 years for Schemes / Subsidy Management for Agri and Allied Sector Programme / Projects	It is evident from the RFP that the tender has been floated for a software design, development and Operations & Management of MIDH-SURAKSHA and National Bee Board (NBB) Integrated Platform. Hence the bidders should be from IT Consultancy Services. It is submitted that non-IT Consultancy shall be removed from this clause.	This scope of work not only requires an IT Integrated solution to be implemented but also has a vast piece of understanding and implementation of governmental schemes like MIDH, NHB and NBHM Guidelines across the districts/states. Hence, both the experiences have been included. No change in the referred clause
Prospective Bidder 4				
25.	Page 83, Sl.No 2 Proposed Digital Transformation of MIDHSURAKSHA	"Chatbot & WhatsApp integration for message delivery to the stakeholders for the following schemes: Annual Action Plan Approval for MIDH Schemes, MIDH Schemes Online and Farmer Advisory Tool."	Chatbot development and implementation may require natural language processing. It is requested to clarify the following: 1. Since the Chatbot is aimed at Farmer Beneficiaries, is it required to develop this with natural language processing (NLP) in Indian languages? If yes, what are all the languages to be taken up? Also there will be costs for subscribing to NLP Engines providing Conversational AI. These costs will vary depending on the extent of use.	Any additional expenses over and above of the scope of work which required integrations or services to be procured shall be borne by the board.

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			2. Likewise, Whatsapp integration will require a Whatsapp for Government Account to be taken by NHB and charges paid for conversations with beneficiaries. Our query is, will these services be procured by NHB and provided to the successful bidder and costs directly taken care by NHB or Ministry?	
26.		During pre-bid meeting	The Power of Attorney (PoA) as mentioned in the Annexure-II of the RFP document needs to be signed on stamp paper or company letter head.	POA needs to be signed on Letter Head of the Company.
27.		During pre-bid meeting	The qualification of resource requires an additional MBA degree, whereas the work is relating to software development and hence IT related degree may be relevant.	No change in the qualification of resources.
Prospective Bidder 5				
28.	Ref: page no 40	The primary goal is to revamp the current MIDH websites and data portals, including MIDH, HORTNET, and HAPIS by developing a combined Portal of Horticulture called "MIDH-SURAKSHA"	Currently these three websites are not fully functional and show 'Under Construction pages'. Is the bidder required to develop these websites also or only integration of the three has to be done using APIs. Kindly clarify	The requirement as per RFP Document is to design and develop an integrated platform consisting of overall program/scheme Implementation of MIDH, HAPIS, NBB and NBM Schemes and its methodology in one single platform including the website as well. Details can be referred in scope of work of the RFP
29.	Clause 5.8	Performance Security/ Bank Guarantee: 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	As per enclosed OM No. F.9/4/2020-PPD dt. 30.12.2021 issued by Ministry of Finance, Government of India regarding Performance Guarantee, it is clarified that the Performance Guarantee has to be kept at 3% of the contract value. It is hence requested to amend the Clause suitably as below: -	The relevant clause with respect to government agencies may be read as under:- "Performance Security/ Bank Guarantee: 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 3% of the contract price in the

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		<p>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</p>	<p>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 % 3% 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</p>	<p>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."</p> <p>For the rest of the prospective bidders and agencies, the Clause shall remain unchanged.</p>
30.	Clause 8.4.1	<p>Bid Security Applicants are required to deposit Rs.10.00 Lakhs (Rupees Ten lakh only) as EMD</p>	<p>It is certified and declared that RailTel Corporation of India Ltd (A Mini Ratna Category-I enterprise) is a Central PSU under the Ministry of Railways, Government of India and was incorporated in Sept., 2000. We are exempted from EMD on tender submitted by us through GeM Portal</p> <p>1) Exemption clause as per the policy of Government of India in vogue: Under GFR Rule 2017 (iii), Rule No. 170: Provision of Bid Security Declaration in place of EMD. General terms and conditions on GeM 3.0 (Version 1.13): Clause No. 4. (xiii) e-Bidding and Reverse Auction (RA) on GeM vide sub clause (m). (ix) Central / State PSUs are exempted in furnishing EMD.</p> <p>2) Letter Ref:</p>	<p>Railtel is exempted from payment of Bid Security deposit of Rs 10.00 lakh</p>

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			<ul style="list-style-type: none"> • Extracted page of GFR 2017 containing Rule No. 170 (iii). • Railway Letter for exemption from payment of EMD. • GTC_on_GeM_V1.21_09Feb22 <p>In view of the above, submitted for consideration of exemption for submitting the EMD by amending/inserting the below in this Clause: -</p> <p>EMD amount is relaxed for Public Sector Undertakings who wish to participate in this tender</p>	