

## Request for Proposal (RFP)

For

- 1. Saffron Park (Common Facility Centre for Sorting, Grading, Packing, Quality Control & Testing and E-auction) at Pampore, Pulwama, J&K
- 2. Five Weather Stations for Saffron in J&K at districts Pulwama (two Nos.), Budgam, Srinagar and Kishtiwar

11th July, 2011

Bid document available from	: 11th July 2011
Last Date for submission of pre bid documents	: 25 <sup>th</sup> July 2011 - 15.00 hours
Date of Evaluation of pre-bid docume by the bidder	ents :29 <sup>th</sup> July 2011 15.00 hours
Date of Site Visit at Pampore, Pulwama, J&K by the shortlisted Bidders	: 4 <sup>th</sup> August 2011
Last Date Submission of Technical bids & its opening	: 25 <sup>th</sup> August 2011 - 15.00 hours
Presentation by the Bidder	: 26 <sup>th</sup> August 2011 - 1500 hours
Finalization and Issue of Final Design and Financial Bid Document	: 5 <sup>th</sup> September 2011
Last Date for submission of Financial Bid and its opening	: 12 <sup>th</sup> September 2011 - 1500 hours
Notice additional to the second	

# Table of Contents

1. Definitions	3
2. Invitation for Proposal - RFP Notice	3
3. Disclaimer	4
4. Interpretation	4
5. Due Diligence	5
6. Cost of Bidding	5
7. Clarification of Bidding Documents	5
8. Amendment of Tender Document	5
9. Language of Bid	6
10. Site Visit	6
11. General Instructions	6
12. Qualification criteria of the Bidder	8
13. Earnest Money Deposit (EMD)	8
14 Evaluation of Bids	8
15.0 Technical Evaluation Criteria	9
16. Undertaking	9
17. Scope of Work	.10
18 Resolution of disputes	.16
19 Expenses for the Contract	.16
20 Governing Law	.16
21Authentication of Bid	.16
22 Validation of Interlineations in Bid	.17
23) Address for Submission of Bid	.17
24) Responsibility of the Bidder	.17
25) Rejection of Bid	.17
26) Late Bid	.17

## 1. Definitions

"Applicable Law" means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

"Bid Document" shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document, including the discussions held in the pre-bid meeting.

"Contract" shall mean the agreement to be entered into between NHB and the successful Bidder.

"Evaluation Committee" shall mean the committee constituted by NHB for this purpose.

NHB: National Horticulture Board

## 2. Invitation for Proposal - RFP Notice

2.1 This invitation to tender is for setting up of following facilities for the Government of Jammu & Kashmir by National Horticulture Board (NHB) on turn key basis :

- 1. Saffron Park (Common Facility Centre for Sorting, Grading, Packing, Quality Control & Testing and E-auction)
- 2. Five Weather Stations for Saffron in J&K at districts Pulwama (two Nos.), Budgam, Srinagar and Kishtiwar

2.2 The bidder is advised to study this document carefully before submitting their proposal. Submission of the proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

2.3 This RFP document is non-transferable.

S.No.	Information	Details
1	Date of availability	11.07.2011
2	Last date and time of submission of pre-bid documents	25.07.2011 - 1500 hours
3.	Date of Evaluation of pre-bid documents	29.07. 2011 - 1500 hours
4.	Place, time and date of site visit at Pampore, Pulwama, J&K to the shortlisted bidders	04.08 2011
5.	Last date and time of submission of Technical bid and its opening	25.08.2011 - 1500 hours
6.	Presentation by the bidder on its technical bid proposal	29.08.2011 - 1500 hours

7.	Financial and Issue of Final design and Financial Bid document	5.09.2011 - 1500 hours
8.	Last Date for submission of Financial Bid and its opening	12.09.2011 - 1500 hours
9.	Place opening of technical and financial proposals	NHB HQ, 85, Institutional Area, Gurgaon
10.	Contact persons for queries	Bijay Kumar, Managing Director 0124-2342992, 9958200779 C.P. Gandhi, Assistant Director, 2343348, 8800103799
11.	Address at which response to RFP is to be submitted	National Horticulture Board, 85, Institutional Area, Sector-18, Gurgaon

## 3. Disclaimer

The information contained in this bid document or subsequently provided to Bidder(s), whether in documentary or any other form by or on behalf of NHB or any of its authorized employees is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than setting up of infrastructural facilities in the Saffron Park. The recipient agrees that it will cause its directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above.

NHB does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document.

The NHB also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. NHB may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that NHB is bound to select a Bidder and NHB reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

## 4. Interpretation

In this Tender Document, unless the context otherwise requires,

(a) For the purpose of this Tender Document, where the context so admits,

the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.

(b) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.

(c) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.

(e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include" and "including" shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

## 5. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. NHB shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

## 6. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and NHB shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 7. Clarification of Bidding Documents

NHB shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing. Such response / clarification shall to the extent possible be made in writing. NHB shall not be responsible for any delay including but not limited to any postal delays.

## 8. Amendment of Tender Document

At any time before the deadline for submission of bids, NHB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same.

## All changes shall be posted on website www.nhb.gov.in and prospective Bidders are required to go through the same before submission of bid. All

# such amendments shall be binding on them without any further act or deed on NHB's part.

In the event of any amendment, NHB reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## 9. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Tender Document and / or the bidding process exchanged by the Bidder and NHB shall be written in English language only.

## 10. Site Visit

The bidder may visit NHB head office to obtain more information and collect the required details. Bidders are requested to communicate in 3 days advance about their visit.

In addition, a site visit at Pampore, Srinagar will be conducted for the shortlisted bidders in the presence of representatives of NHB, Government of J&K, Shere Kasmir University of Agriculture and saffron growers associations.

## 11. General Instructions

11.1 The Bidders are requested to read the tender document carefully.

11.2 Bidder is one who has responded to the "Consultancy/manufacturing Services for NHB (Civil work and machinery)". The Bidder shall duly fill in all the information specified in the pre- qualification criteria specified. In the event of any additional information required by the NHB other than that specified in the pre-qualification criteria, the Bidder to the NHB shall duly submit such information in the prescribed time. The Bidder shall submit the Tender Document **duly signed** on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same except what is stated in specified Deviation / Non-Compliance statement format.

11.3 NHB shall reserve the right to verify the operation and performance of Project by the Bidder and the Bidder shall permit NHB to do so. The NHB will evaluate the information submitted by the Bidder with regard to Bidder's capacity. The Bidder cannot subcontract the work at any stage without prior written approval from the NHB.

11.4 Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.

11.5 All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.

11.6 This tender document is not transferable.

11.7 Modification or Withdrawal of Offers is not permissible after its submission. If the offer is withdrawn before the validity period, the EMD will stand forfeited. To assist in the scrutiny, evaluation and comparison of offers, NHB may, at its discretion, ask some or all Bidders for clarification of their offer.

11.8 The request for such clarifications and the response will necessarily be in writing.

11.9 Award Criteria:

i) At first, Bidders would submit pre-bid documents containing details about their firm, its experience in handling such projects, understanding about the proposed project of NHB including the details as sought in Clause 12 of this bid document. Bidders will be shortlisted at this stage.

ii) Shortlisted bidders would then visit the project site at Pampore, Pulama, J&K to study various aspects concerning setting up of Saffron Park.

iii) Thereafter, the bidders shall submit Technical Bid containing draft layout design of the proposed Saffron Park and also specifications of Plant, Machinery and Equipments. The bidder will have to make presentation before a committee of NHB about their technical bid proposal. Based on the technical bid documents and the presentations from various bidders, NHB shall prepare a financial bid document containing details of design of the civil work requirements, specifications of Plant, Machinery & Equipment and shortlisted bidders as at (ii) above, would be asked to submit the financial bids. However, bidder whose design and technical proposal is not found to the satisfaction of NHB, may be excluded at this stage without seeking financial bid.

iv) Lowest bidders would be awarded the Contract as per the terms and conditions of the financial bid document

11.10 The Bidder should abide by the terms and conditions specified in the tender document. If Bidders submit conditional offers, they shall be liable for outright rejection.

11.11 The NHB reserves the right to make any changes in the terms and conditions of the tender.

11.12 The offers containing erasures or alterations will not be considered. Technical details must be completely filled in. Correct technical information of the service being offered must be filled in.

11.13 Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable.

11.14 NHB may treat offers not adhering to these guidelines as unacceptable.

11.15 Bidders are not allowed to subcontract in any manner without written approval from NHB and Consortium Bids are not acceptable.

## 12. Qualification criteria of the Bidder

12.1 Bidder can be a proprietary or Partnership Firm or Pvt. Ltd. Or public limited company (Deed of constitution/ registration certificate to be enclosed in technical bid)

12.1 The bidder should have a minimum yearly turnover of Rupees two crore during the last Three Financial years in the field of setting up quality control lab etc. and planning, designing & construction of common facilities and such infrastructure.

12.3 The Bidder should not be Blacklisted or involved in any Corrupt & Fraudulent Practices by any Central/State government ministry/affiliate or Public sector undertaking or by a World Bank & UN agency Project.

## 13. Earnest Money Deposit (EMD)

13.1 Bidders are required to submit Rs. 50,000/- (Rs. Fifty thousands) as EMD for the bids in form of Demand Draft of Nationalized or Scheduled Bank / Pay Order drawn in favour of 'National Horticulture Board payable at Gurgaon.

13.2 The EMD is non-interest bearing and is refundable to unsuccessful bidders after technical evaluation of the bid. The EMD in respect of bidders who will qualify in technical bidding and later on are unsuccessful in the financial bidding, would be returned be refunded after one month of finalization of Tender.

13.3 The successful Bidders EMD will be discharged upon expiry of "Offer Validity Period" mentioned in Instruction to Bidder.

13.4 The EMD of successful bidder will be forfeited;

• If a bidder withdraws his bid during the period of validity.

Or

• In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

## 14 Evaluation of Bids

14.1 Tender Evaluation Committee (TEC) will evaluate the pre-bid offers to see bidders experience in handling such projects, understanding about the proposed project of NHB and other qualify criteria as in Clause 12 of this bid document. Bidders will be shortlisted at this stage. Thereafter, shortlisted bidders would be required to visit the Project Site at Pampore, Pulwama, J&K to study various aspects in setting up saffron park. Accordingly, bidders would submit a detailed technical bid containing requirements of the project e.g. design of building, civil work details, plant & machinery requirements etc. and make a presentation before a committee of NHB about their technical bid proposal. On the basis of this, NHB shall prepare a financial bid document containing details of design of the civil work requirements, specifications of Plant, Machinery & Equipment and shortlisted bidders would be asked to submit the financial bids. However, bidder whose design and technical proposal is not found to the satisfaction of NHB, may be excluded at this stage without seeking financial bid. The lowest bidder would be awarded the contract as

per the terms and conditions as specified in the said commercial bid document.

14.2**Substantially Responsible Bids:** A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.

14.3Any attempt by a Bidder to influence it's the bid evaluation process may result in the rejection of the Bidder's Bid.

## 15.0 Technical Evaluation Criteria

**15.1 Tender Evaluation Committee:** The Managing Director, NHB will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

**15.2** The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

**15.3** Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

**15.4** Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

#### 16. Undertaking

An undertaking from the Bidder stating the compliance with all the conditions of the Contract and Technical Specifications of the Bidding Document will be required since no deviation will be acceptable to NHB.

# 17. Scope of Work

**17.1** National Horticulture Board (NHB) is an autonomous organization under the Ministry of Agriculture, Government of India having its headquarters at Gurgaon. NHB is mandated for integrated development of horticulture sector in the country.

17.2 Saffron production which is confined to a limited geographical area in the State of Jammu & Kashmir is currently suffering from problems on several counts, especially those relating to production, productivity, post harvest management, quality assurance and marketing. This has put saffron in vicious cycle of disinterest of producer farmers and resulting lowering of production. There are reports that several farmers are abandoning Saffron cultivation in favour of other crops. In view of this, the Department of Agriculture & Cooperation, Ministry of Agriculture has launched a special programme- "Economic Revival of J & K Saffron Sector, in July 2010. The programme has a number of components.

17.3 The Department of Agriculture & Cooperation, Ministry of Agriculture, Government of India as assigned the task for implementation of the component, "Establishment of Quality Control and Quality testing lab under National Mission on Saffron" to the National Horticulture Board. The component includes setting up of-:

- i. Saffron Park (Common Facility Centre for Sorting, Grading, Packing, Quality Control & Testing and E-auction)
- ii. Five Weather Stations for Saffron in J&K at districts Pulwama (two Nos.), Budgam, Srinagar and Kishtiwar

17.4 It is well known fact that good quality Saffron, characterized by high crocin, picrocin and safranal contents, fetches the best price in the international market. Kashmir Saffron suffers severely on quality considerations because of poor post harvet handling practices. At present, there is no mechanism to enforce adoption of quality standards and fix the price based on quality grades at farm gate level. There is no stae-owned quality evaluation laboratory exclusively to carry out regular evaluation and certification of saffron.

17.5 Good price for a high value crop like Saffron can be ensured only by fixing quality standards, enforcing them across the board and fixing prices as per grades. The menace of spurious saffron needs to be tackled on a war footing to send a strong message to the Saffron traders in particular and consumers in general. The same approach is needed for fighting the practice of adulteration. Quality Control is very much need to establish brand "Kashmir Saffron".

17.6 The establishment of Saffron Parks will have a positive impact on export of Saffron from the country. It will also improve the quality of Saffron marketed both

in domestic and export market. More value added products will be produced which will help the growers to fetch higher unit value for their produce. It will eliminate intermediaries at different levels of trading activity, which will reflect on the transaction cost to the exporter. It will improve the traceability of the produce, which is one of the most sought after product characteristic in the export market. Furthermore, the whole activity will generate employment opportunities, both direct and indirect and will contribute to the local economy.

17.7 In the proposed Saffron park, the farmers will be encouraged to bring the harvested Saffron flowers to the Saffron Park. Each of the farmer/farmer groups will be provided with a Cubicle with supporting facilities like separation tables and stigma collection containers. Common Solar dryers/hot air dryers will be provided in the park which can be utilized by the farmers for drying the stigma. Other facilities like electronic weighing machine, grinding machine, packing machines, etc will also be made available in the park.

17.8 The present saffron production in the State of J&K is to the tune of 9-10 MT and it is likely that this production may go upto 30 MT by the end of 12<sup>th</sup> Plan Period. Therefore, above said proposed facilities are to be created taking into account the present as well as future production in mind.

17.9 Therefore, NHB invites proposals Consultants, firms and companies with requisite experience and expertise for taking up following tasks :-

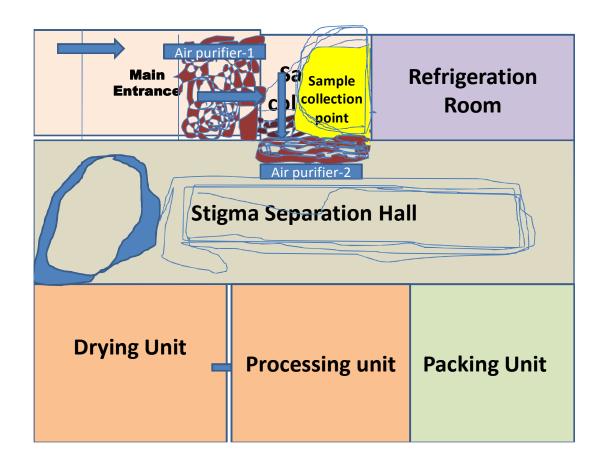
- 1. Saffron Park (Common Facility Centre for Sorting, Grading, Packing, Quality Control & Testing and E-auction)
- 2. Five Weather Stations for Saffron in J&K at districts Pulwama (two Nos.), Budgam, Srinagar and Kishtiwar

17.10 The above said facilities are to be set up strictly as per the following guidelines:-

- i) ISO Standards 3632-2 (Test Methods) and 17025 (Lab setting)
- ii) Good Manufacturing Practices (GMPs) with regard to plant & grounds, design of equipment and utensils and sanitation facilities and controls
- iii) Hazard Analysis of Critical Control Points (HACCP) taking into account the critical steps for the development of HACCP and determination of critical control points (CCPs)
- iv) General management principles

17.11 The tentative details of components as required under the saffron mission project are as under:-

# A. Saffron Park



# Processing centre should have following rooms or units

**1. Sample Collection point**---A point where people shall be depositing their samples either for quality detection of processing

**2.Refregiration Chamber**--- A room where saffon flowers can be kept after picking from field to extend shelf life.

3.**Stigma separation Hall**---A big hall with hi-tech facilities of removing stigma from flowers using

i.Imported stigma separator

ii. Processing table for manual stigma separation

25 Glass Cubicles with a measurement of nearly 300 sq. ft. each will be constructed in the Saffron Park. The farmers or farmer groups can utilize these cubicles for the separation of the stigma from the Saffron flower. The separated stigma will be taken to the common drier for drying.

**4. Drying Unit.** ---A big room where saffron can be dryed by making use of following machines----

i.Vacuum Dryers

ii.High Temperature Oven

iii.Hot Air Dryers

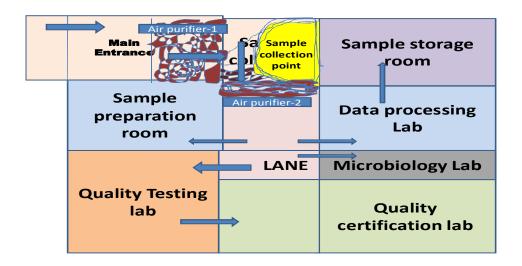
iv.Solar Pannel Dryers

**5. Processing Unit:** A room with an automatic processing and grading line with inbuilt mechanism for workers to remove extraneous material from the final product

6. Packaging Unit: a room with hi-tech packaging line of different capacity

# B. Quality Control & Testing Lab

# Map of quality laboratory



17.13 Proposed quality laboratory will have following compartments :-

**1. Air Purifier**: Two air purifiers will be placed to maintain laboratory hygiene to avoid contamination.

**2. Sample Collection Centre**: A point where saffron samples will be collected for quality testing. The samples will be designated secret codes

**3. Sample Storage:** One room with refrigeration facilities for long term storage of samples

**4. Sample Preparation room:** Preparing samples for Physical and chemical characterization as per ISO standards

5. Microbiogy Lab: To check for microbial load on saffron samples

6. Quality Testing Lab: To estimate Carotinoid contents using UV Spectrophotometer and HPLC techniques

**7. Certification Room**; To check for Microbial load, residues and other adulterants for final product certification using LC MS MS

8. Data processing Lab: Records for all samples shall be maintained

# EQUIPMENTS FOR QUALITY LAB

1. UV Spectrophotometer (for detection of Carotinoids–Crocin,Picrocrocin and Saffranal)

2. HPLC (for confirmation of carotinoids)

3. Fibre Extractor (For makilg solutions)

4. LC MS MS (For detection of Adulterants)

5. Laminar Air Flow (For microbial Load)

6.Other Accessories-----

Digital Autoclave, Glass ware, By Distillation Unit(Milipore), Different Types of Electronic Balances, Water Bath, Halogen Moisture Analyser, Microwave Oven, Incubator, Refrigerator, Deep Freezers Centrifuge Laminar Air flow

# C. SETTING UP E-AUCTION CENTRE FOR SAFFRON

17.4 As part of the Saffron Park, it is proposed to set up an electronic auction center for the marketing of saffron. Electronic auction will ensure transparency and price fair discovery for the saffron. The e-auction can be of two models. One is the tea model where a person sitting at any corner of India can participate in auction without the physical presence of the commodity. For a commodity like tea where the quality has been standardized, this system of auction will become a success. The second one is cardamom model. In this case the quality of cardamom depends on size, colour, moisture content, liter weight etc. of the capsule, the physical presence of the commodity is essential. The cardamom auction system, which has established in 2007 is well appreciated by the cardamom growers, auctioneers and bidders.

17.15 The quality of saffron depends on colour, grade, moisture etc, the cardamom model e-auction will be more suitable. Hence with the first hand experience on hand, it is proposed to set up the e-auction center for Saffron in the cardamom model.



A view of Cardamom E-auction Centre

17.16 The e-auction center will have an air-conditioned auction hall and will provide server with back up facility, fifty auction terminals, power back up systems, networking and display system and customized furniture.

# D. Weather Station Development for Saffron

17.17 Five weather stations to be set up at different locations in J&K at districts

## Pulwama (two Nos.), Budgam, Srinagar and Kishtiwar

17.18 NHB would facilitate the availability of land for the project through State Government of J&K. The preparation of detailed project report alongwith feasibility analysis for project of Saffron Park, erection of building, civil work, obtaining necessary map & design approval, water, sewerage, electricity & telephone connections, procurement and installation of plant and machinery would be the sole responsibility of the bidder. <u>NHB would prefer that suitable pre-fabricated construction material is suggested by the bidders for the building design</u>.

17.19 The bidder would facilitate and hand over the project to NHB upto commissioning stage. The project is to be completed within a period of 12 months from the date of award of work.

#### 18 Resolution of disputes

The dispute resolution mechanism shall be as follows:

a) In case of dispute between NHB and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.

b) If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.

c)Secretary (Agri and Cooperation), Government of India or Officer designated by him shall act as Arbitrator.

d) The decision of the arbitrator shall be final and binding upon both the parties, i.e. NHB and the successful bidder.

e) All unresolved disputed matters will have the jurisdiction of Gurgaon, so far as legal and court matters are concerned.

## **19** Expenses for the Contract

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the NHB.

#### 20 Governing Law

The laws of Republic of India shall govern the Tender Document and the Contract.

## 21Authentication of Bid

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all

pages of the Bid Document, including pages where entries or amendments have been made.

## 22 Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

## 23) Address for Submission of Bid

## National Horticulture Board

Ministry of Agriculture, Government of India 85, Institutional Area, Sector - 18 Gurgaon - 122015 (Haryana)

## 24) Responsibility of the Bidder

If the outer envelope is not sealed and marked as required, NHB will assume no responsibility for the Bid's misplacement or premature opening.

## 25) Rejection of Bid

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

## 26) Late Bid

Any bid received by NHB after the deadline for submission of bids prescribed by NHB, will be summarily rejected and returned unopened to the Bidder. NHB shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

## 27) Bids not Considered for evaluation

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.