



National Horticulture Board

Ministry of Agriculture & Farmer Welfare, Govt. of India
85, Institutional Area, Sector – 18, Gurugram - 122015

Notice of RFP for Engagement of a Manpower Agency

1. National Horticulture Board (NHB) invites online bids through GeM Portal from eligible agencies for **“Engagement of a Manpower Agency for Providing Subject Matter Specialist/Expert for the Cluster Development Programme”**.
2. Detailed RFP document, eligibility criteria and bidding schedule are available on GeM Portal (Bid Number: GEM/2026/B/8039423).
3. Interested bidders may submit bids online only through GeM with relevant details on or before last date for submission of Bids i.e. 06.10.2026 (5:00 PM)
4. Submission of application physically or through any other means, shall not be accepted.
5. Pre-bid meeting will be held in hybrid mode on 25.09.2026 (11:30 AM). Meeting link enclosed in the RFP document.
6. For any further clarifications, applicants may please write to ravindra.dangi93@gov.in & clusters.nhb@gov.in.

Sd/-

Dated: 15.09.2025
Place: Gurugram

(Dr. Vijay Kumar Doharey)
Dy. Managing Director



**REQUEST FOR PROPOSAL FOR ENGAGEMENT OF A
MANPOWER AGENCY FOR PROVIDING SUBJECT MATTER
SPECIALIST/ EXPERT FOR THE CLUSTER DEVELOPMENT
PROGRAMME OF NATIONAL HORTICULTURE BOARD.**

SEPTEMBER 2026

Managing Director

National Horticulture Board

Ministry of Agriculture & Farmers Welfare, Government of India

Plot No.85, Sector-18, Institutional Area, Gurugram-122015 (Haryana)

DISCLAIMER

This Request for Proposal (the “RFP”) document is neither an agreement nor an offer by **National Horticulture Board** to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.

Authority does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for Authority to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by Authority in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.

Authority will not have any liability to any prospective Bidder/ Firm/ or any other person under any law (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Authority or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the assignment. Authority will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements in this RFP.

Authority will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and Authority reserves the right to accept/reject any or all of bids submitted in response to RFP document at any stage without assigning any reasons whatsoever. Authority also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted bid.

The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Authority reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of Authority and GeM portal.

Glossary

Associate	As defined in Clause 2.2.10
Authority	As defined in Clause 1.1.1
Bidder	As defined in Clause 1.2.1
Bid	As defined in Clause 1.2.1
Bid Due Date	As defined in Clause 1.1.5
Bid Security	As defined in Clause 1.2.5
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Agency Agreement	As defined in Clause 1.1.2
Service Provider	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Damages	As defined in Clause 2.2.1 (c)
Financial Capacity	As defined in Clause 2.2.2
Financial Bid	As defined in Clause 1.2.1
Government	Government of India
Lowest Bidder	As defined in Clause 1.2.10
LOA	Letter of Award
Official Website	As defined in Clause 1.2.10
Project	As defined in Clause 1.1.1
Pre-qualification	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.4.2
Technical Bid	As defined in Clause 1.2.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

1 INTRODUCTION

1.1 Introduction

- 1.1.1 National Horticulture Board (hereinafter referred to as “**Authority/NHB**”), an autonomous organization under the Ministry of Agriculture and Farmers’ Welfare, Government of India, is acting as the nodal agency for implementation of the Cluster Development Programme (“**CDP**”), a Central Sector Scheme aimed at promoting the development of horticulture Clusters through integrated, market-led and demand-driven interventions across the horticulture value chain. As part of this endeavour, NHB has decided to undertake the development of identified horticulture Cluster i.e., a specific regional or geographical concentration whether existing or induced, of targeted horticultural crop(s) (the “**Clusters**”) including Multi-Commodity High-Value Clusters and Peri-Urban Vegetable Clusters, through eligible Implementing Agencies (“**IAs**”) selected in accordance with the CDP Guidelines.
- 1.1.2 The Authority intends to engage a **Manpower agency** (hereinafter referred to as the “**Service Provider/Agency**”) for the recruitment of candidates for deployment of personnel as per the RFP and the Agency Agreement. (hereinafter referred as “**Service**”). The requirement shall comprise of the following three Subject Matter Experts/Personnel (hereinafter referred to as “**Subject Matter Experts/Personnel**”) for each Cluster, namely:
1. Subject Matter Expert – Horticulture/Agribusiness;
 2. Monitoring & Evaluation Expert; and
 3. Infrastructure Expert.
- 1.1.3 In addition to the aforesaid requirement, the Scope of Services shall also include hiring of consultants on request of NHB as detailed in Part B of the Scope of Services, under which NHB may, from time to time, place additional requirements for professional consultants, experts, manpower, or any other personnel support as may be required. For such requirements, the details of the proposed experts/consultants/manpower, including their number, qualifications, experience, roles and responsibilities, duration of engagement, place of deployment, deliverables, reporting requirements, and any other relevant terms shall be shared by NHB along with the specific requirement/requisition. The requirement/requisition document issued by NHB for such engagement shall form part of the Scope of Services. The personnel to be recruited and deployed under the Scope of Services, including the Subject Matter Experts/Personnel specified in Part A and any additional consultants, experts, manpower or other personnel engaged under Part B, shall collectively be referred to as the “**Personnel**”.
- 1.1.4 The agency shall carry out the Assignment in accordance with the Scope of Services provided in this RFP. Bidders are informed that the selection of the Agency will be carried out through an evaluation process conducted by the Authority, as detailed in this RFP (the “**Selection Process**”). By submitting the Bid, Bidders shall be deemed to have fully understood and accepted the terms of the Selection Process and agree that no explanation or justification regarding any aspect of the process will be provided. The decisions of the Authority shall be final and binding, with no right of appeal.
- 1.1.5 The Scope of Services of the Selected Bidder shall include deployment and management of qualified Personnel for supporting SHM in the discharge of its responsibilities under CDP. The experts shall perform their respective duties in accordance with the qualifications, roles, responsibilities and deliverables prescribed in this RFP.

The **Subject Matter Expert – Horticulture/Agribusiness** shall support SHM in matters relating to horticulture value chain development, project development and implementation under CDP.

The **Monitoring & Evaluation Expert** shall support SHM in physical progress monitoring, milestone and tranche verification, financial tracking, compliance monitoring, MIS management, data analytics, reporting and related monitoring functions under CDP.

The **Infrastructure Expert** shall support SHM in technical appraisal, procurement verification, construction supervision, quality assurance, statutory compliance verification, commissioning verification and operational validation of infrastructure assets under CDP.

- 1.1.6 The Selected Bidder shall be responsible for providing qualified experts in accordance with the terms and conditions of this RFP and the Agency Agreement to be executed with the Authority. The Personnel deployed by the Selected Bidder shall remain employees/personnel of the Selected Bidder for all intents and purposes, and no employer-employee relationship shall arise, either expressly or impliedly, between such deployed Personnel and the Authority, SHM, or any other Government authority. The Selected Bidder shall be responsible for selection, deployment, payment of honorarium, statutory compliances, maintenance of records, police verification, replacement of personnel, coordination with the Authority, and all other obligations specified in this RFP and the Agency Agreement.
- 1.1.7 The requirement of Personnel may be increased or decreased by the Authority during the contract period depending upon the number of States, Clusters, project requirements or administrative exigencies. The Selected Bidder shall provide additional Personnel, or withdraw deployed Personnel, as may be required by the Authority, on the same terms and conditions.
- 1.1.8 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any manner the Scope of Services and obligations of the Selected Bidder or the Authority's right to amend, alter, modify, supplement or clarify the Scope of Services, terms of engagement or any provision contained herein.
- 1.1.9 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein and such other documents as may be issued by the Authority, as modified, altered, amended or clarified from time to time. All Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids, i.e. the Bid Due Date.
- 1.2 **Brief Description of the Bidding Process**
 - 1.2.1 The Authority has adopted a single-stage, two-part electronic bidding process (the "**Bidding Process**") for selection of the Agency for award of the Service. The Bid shall comprise of the Technical Bid and the Financial Bid. The responsiveness and Pre-Qualification of the Bidder shall first be examined on the basis of the Technical Bid submitted in accordance with the provisions of this RFP. The Financial Bid of only those Bidders whose Technical Bids are found responsive, who meet the Pre-Qualification requirements and obtain Minimum Technical Score prescribed in this RFP shall be opened. The Technical Bid and the Financial Bid shall collectively be referred to as the "**Bid**".
 - 1.2.2 Bids are invited from interested entities for the project in accordance with the provisions of this RFP.
 - 1.2.3 The Bid shall be valid for a period of 120 days from the date specified in Clause 1.3 of this RFP for submission of bids (the "**Bid Due Date**").
 - 1.2.4 The complete Bidding Documents include the Scope of Work and draft Agency Agreement as per Appendix I, for the Project which is enclosed with this RFP. Subject to the provisions of Clause 2.1.2 the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
 - 1.2.5 A Bidder shall deposit, along with its Bid, a bid security of INR ₹7,20,000 (Rupees Seven Lakh Twenty Thousand Only) (the "**Bid Security**"), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Security under the Agency Agreement. The Bidders will have the option to provide Bid Security only in the form of a **NEFT/RTGS** or by way of Demand Draft drawn in favour of NHB and payable at **National Horticulture Board**. A scanned copy of the Demand Draft or proof of payment through NEFT/RTGS along with UTR No, as the case may be, shall be uploaded on the e-procurement portal at the time of Bid submission and the original Demand Draft shall be submitted to NHB within the timeline prescribed in the Bid documents. The Bids shall be summarily rejected if they are not accompanied by the Bid Security in the prescribed form.
 - 1.2.6 Bidder(s) are invited to examine the Project in greater detail and to carry out, at their cost, such studies and investigations as may be required for submitting their respective Bids for award of the Agency including implementation of the Project.
 - 1.2.7 Bids are invited for the Project on the basis of the **lowest service charge quoted by a Bidder (the "Service Charge")** for award of the contract. The contract period is pre-determined, as indicated in the Agency Agreement. The Service Charge shall constitute the sole criteria for financial evaluation of Bids,

subject to fulfilment of the eligibility, technical and other requirements prescribed in this RFP. The Project will be awarded to the Bidder quoting the lowest Service Charge.

- i. In this RFP, the term “**Lowest Bidder**” or “**L1 Bidder**” shall mean the Bidder who has quoted the lowest Service Charge expressed as a percentage (%) of the Honorarium payable to the deployed Subject Matter Specialists/Experts in accordance with the Scope of Work and the terms of the Agency Agreement in its Financial Bid, and such Bidder shall be the “**Selected Bidder**”, subject to fulfilment of the eligibility, technical and other requirements prescribed in this RFP.
- ii. The Service Charge shall be exclusive of applicable taxes and shall constitute the sole criterion for evaluation of Financial Bids. Subject to the provisions of this RFP, the Project shall be awarded to the Lowest Bidder.
- iii. Financial Bids received with “NIL” Service Charge shall be treated as non-responsive and shall be rejected.
- iv. The quoted Service Charge shall remain firm and fixed for the entire duration of the contract period and shall not be subject to escalation, revision or modification, except as expressly provided in this RFP or as may be required under Applicable Law.
- v. Arithmetic errors, if any, shall be rectified on the following basis: if there is a discrepancy between the component-wise payables and the total payables, the component-wise payables shall prevail and the total payable shall be corrected accordingly. If there is a discrepancy between the amount stated in words and figures, the amount stated in words shall prevail. If the Bidder does not accept the correction of errors, its Bid shall be treated as non-responsive and shall be liable to be rejected.

1.2.8 Other details of the process to be followed as per the process and terms specified in Part C (2.12 Preparation and Submission of Bids).

1.2.9 Any queries or requests for additional information concerning this RFP shall be submitted by e-mail to the Deputy Managing Director through/to the following email ID – clusters.nhb@gov.in & ravindra.dangi93@gov.in. The communication shall clearly bear the following identification/titles “Queries/Request for Additional Information for RFP for Engagement of a Manpower Agency for Providing Subject Matter Specialist/ Expert for the Cluster Development Programme of National Horticulture Board”.

1.3 Schedule of Bidding Process

1.3.1 The Authority shall endeavour to adhere to the following schedule:

S. No	Name of the Project	RFP	
1.	Tender Type	Single Stage, Two Envelope, Electronic Bidding Process.	
3.	Name of Bid Inviting Authority Bid issued by	National Horticulture Board	
4.	Name and Contact of Officer	Name: Deputy Managing Director E-mail: cluster.nhb@gov.in	
5.	EMD/Bid Security	The Bidder must submit an Earnest Money Deposit (EMD) of INR ₹7,20,000 (Rupees Seven Lakh Twenty Thousand Only) in the form of NEFT/RTGS or through Demand Draft payable at National Horticulture Board:	
		Beneficiary Name	National Horticulture Board
		Bank Name	Indian Overseas Bank
		Account Number	193501000010000

		IFSC Code	IOBA0001935
		Bank Branch	Plot No. 85, Sector-18, Institutional Area, Gurugram -122 015 (Haryana).
6.	Date of Publish/Issue of RFP Document	15-09-2026	
7.	Mode for Submission of Bids	Open Tender via GeM Portal https://gem.gov.in/	
8.	Online Pre-Bid Meeting	25-09-2026, 11:30 AM, at National Horticulture Board, Gurugram. The link for Pre-Bid Meeting: https://nhb1.webex.com/nhb1/j.php?MTID=mcfaf2dda0f1ba2ea877dbb7d6fff08df <i>Friday, September 25, 2026 11:30 AM 5 hours (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi</i> <i>Meeting number: 2513 597 8592</i> <i>Password: 1234 (1234 when dialing from a phone or video system)</i> <i>Join by video system</i> <i>Dial 25135978592@nhb1.webex.com</i> <i>You can also dial 210.4.202.4 and enter your meeting number.</i> <i>Join by phone</i> <i>+65-6703-6949 Singapore Toll</i> <i>Access code: 251 359 78592</i>	
9.	Last Date for Receiving Queries/Clarifications	23-09-2026	
10.	Last Date and Time for Submission of Bids (“Bid Due Date”)	Last Date for submission Financial Bid and Technical Bid (online): 06-10-2026, 5:00 PM.	
11.	Late Bids	Late Bids i.e. Bids received after the specified date and time of receipt will not be considered.	
12.	Date and Time for Opening of Technical Bids	To be notified.	
13.	Validity of Bids (“Bid Validity Period”)	120 days from the Proposal submission due date.	

14.	Opening of Financial Bids	Financial Bids will be opened in the office of the Authority. The date of opening of Financial Bids will be notified to the Shortlisted Bidders.
15.	Type of Proposal Required	Two Envelope – Technical Bid & Financial Bid.
16.	Method of Selection	The Authority shall select the Bidder through Least Cost System Basis.
17.	Language of Bid	The entire Bid document should be submitted in English language.
18.	Currency of Bid	The Bid price shall be quoted as Service Charge in percentage terms. Applicable taxes shall be indicated separately and shall be payable in accordance with Applicable Law.
19.	Authority	Deputy Managing Director, National Horticulture Board Plot No. 85, Sector-18, Gurugram – 122015, Haryana Ministry of Agriculture and Farmers' Welfare, Government of India.

Clarification:

- 1.3.2 The above schedule is tentative. The Authority reserves the right to modify the said schedule of the Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such changes, if any, would be uploaded at the website of the Authority from time to time.
- 1.3.3 The Bidding process shall be conducted in an online (e-Bidding) manner. Please visit www.gem.gov.in for further details regarding the e-Bidding procedure.
- 1.3.4 All the notification & details terms and conditions regarding this tender notice hereafter will be published online on website www.gem.gov.in
- 1.3.5 All the clarifications / corrigendum to the queries would be published on www.gem.gov.in
- 1.3.6 Bidder shall submit their Financial Bid in on GeM Portal online in the prescribed GeM format / Price Breakup document, as applicable.
- 1.3.7 Bidders are requested not to submit the hard copy of the Financial Bid or submit the Financial Bid in any form other than the form and manner as prescribed in the RFP. In case the Bidder submits the Financial Bid in other form or hard copy the Bid shall be summarily rejected.
- 1.3.8 In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in the GeM General Terms and Conditions (GTC), then RFP shall override the clauses/conditions mentioned on GeM GTC. For any clarification or details, kindly follow the RFP.
- 1.3.9 Any change in the RFP including this clause 1.3 to be regarded as an amendment and should be stated to be made/communicated in accordance with the process laid down under clause 2.9.
- 1.3.10 Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting with the interested parties and in such event, the above schedule shall stand modified and amended.

2 INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 No Bidder shall submit more than 1 (one) Bid for the Project.
- 2.1.2 This RFP is being issued by NHB for selection of an Agency for engagement and deployment of Personnel to support SHM and NHB in discharge of their functions under the Cluster Development Programme (“CDP”). The Bidder shall be deemed to have examined the RFP, the CDP Guidelines, the draft Agency Agreement, the Scope of Services and all other documents forming part of this RFP before submitting its Bid.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agency Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agency Agreement.
- 2.1.4 The Bid should be furnished in the format prescribed in this RFP. The Technical Bid shall be as per Appendix II of this RFP, and the Financial Bid shall be as per the format on the GeM portal. Financial Bid amount shall be indicated clearly in both figures and words, in percentage, in the prescribed format of the Financial Bid and shall be signed by the Bidder’s authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.5 A Bidder is required to deposit, along with its Bid, a Bid Security of INR ₹7,20,000 (Rupees Seven Lakh Twenty Thousand Only) (the “**Bid Security**”), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided the Performance Security under the Agency Agreement. The Bidders shall have the option to provide the Bid Security only in the form of NEFT or RTGS transfer, or by way of Demand Draft drawn in favour of NHB and payable at National Horticulture Board. In such event, the Bid Security shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. A scanned copy of the NEFT or RTGS receipt, along with the UTR number, or a scanned copy of the Demand Draft, as the case may be, shall be uploaded on the e-procurement portal / GeM Portal at the time of Bid submission, and the original Demand Draft, where applicable, shall be submitted to NHB within the timeline prescribed in this RFP. For the avoidance of doubt, the permitted modes of submission of Bid Security shall remain limited to NEFT/RTGS transfer and Demand Draft only. The Bids shall be summarily rejected if they are not accompanied by the Bid Security in the prescribed form.
- 2.1.6 The validity period of the Bid Security shall not be less than 180 (one hundred and eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agency Agreement.
- 2.1.7 The Bid shall consist of the Service Charge to be quoted by the Bidder in accordance with the terms and conditions of this RFP. The Service Charge shall be payable to the Selected Bidder / Agency in accordance with the Agency Agreement and shall constitute the sole criteria for financial evaluation of Bids, subject to the Bidder meeting the responsiveness, Pre-Qualification and other requirements specified in this RFP. The contract shall be awarded on Least Cost Selection (“LCS”) basis to the Bidder quoting the lowest Service Charge, provided that Financial Bids received with “NIL” Service Charge shall be treated as non-responsive and shall be rejected.
- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Annexure VI of Appendix-II, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.
- 2.1.11 The Bidding Documents (“**Bidding Documents**”) including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also

apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.12 This RFP is not transferable.

2.1.13 Any award of Agency Agreement pursuant to this RFP shall be subject to the terms of the Bidding Document.

2.1.14 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.2 Eligibility and Qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidders for submission of bids hereunder, the following shall apply:

- a) A Bidder may be any single entity registered in India. For avoidance of doubt, it is clarified that sole proprietor or a foreign entity or any entity incorporated outside India shall not be eligible to participate in the Bidding Process.
- b) While only entities incorporated or registered in India are eligible to participate, a Bidder which falls within the definition of a 'Bidder from a country which shares a land border with India', or whose beneficial owner, constituent, Associate or controlling interest falls within such definition, shall be eligible to bid only if registered with the Competent Authority, specified in Annexure 1 of Order (Public Procurement No. 1) issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division vide F. No. 6/18/2019- PPD, dated 23rd July 2020- 21, which shall form an integral part of RFP and Agency Agreement.

For this purpose, the following apply:

I) "Bidder from a country which shares a land border with India" means:

- i. An entity incorporated, established or registered in such a country, or
- ii. A subsidiary of an entity incorporated, established or registered in such a country
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country;
- iv. An entity whose beneficial owner is situated in such a country;
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

II) Beneficial owner for the purpose of (Part I - iv) above means:

In the case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial persons, has a controlling ownership interest or who exercises control through other means.

Explanation:

- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- ii. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;
- iii. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical persons: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iv. In the case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical persons, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;
Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; In the case of a trust, the identification of beneficial owner(s) shall include identification of the

author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. The Selected Bidder shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Clause (e) above. A certificate shall be required to be submitted by the bidders in the format prescribed at Appendix-IV. It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of the Bid/termination and further legal action in accordance with law.

- c) In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.
- d) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agency Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% of the paid up and subscribed share capital of such Bidder, Member or Associate, (as the case may be)) in the other Bidder, its Member or Associate is less than 5% of the aggregate issued, subscribed and paid up equity share capital thereof;

Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in clause 2(72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(f), indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (A) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into Subject Person; and
 - (B) subject always to sub-clause (A) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause (B) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
 - vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project; or
 - vii. such Bidder or any Associate thereof has appointed any official of the Authority, National Horticulture Board, Technical, Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 6 months from the date of award of the Project to that Bidder.
- e) A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to preparation or submission of Bids for the Project; or subsequent to the (i) issue of the LOA or (ii) execution of the Agency Agreement .

In the event any such adviser is engaged by the Selected Bidder as the case may be, after the issue of the LOA or execution of the Agency Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agency Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agency Agreement , as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

- 2.2.2 To be eligible for Qualification under this RFP, a Bidder shall fulfil the following conditions technical capacity and financial capacity (collectively the **“Pre-Qualification Criteria”**). Bidders who are responsive and meet the Pre-Qualification Criteria shall be shortlisted for opening of Financial Bids (the **“Shortlisted Bidders”**)

S. No.	Qualification Criteria	Supporting Documents
1.	The Bidder shall have submitted Bid Security / EMD of INR ₹7,20,000 (Rupees Seven Lakh Twenty Thousand Only) in the form and manner prescribed in this RFP.	NEFT /RTGS/ Demand Draft [Proof of submission in accordance with clause 2.1.5]
2.	The Bidder should be an Indian entity registered under Applicable Law, including a Company incorporated under the Companies Act, 1956/2013 or a society registered under the Societies Registration Act, 1860 or a trust registered under the Indian Trusts Act, 1882 or a partnership, limited liability partnership or registered under the relevant applicable governing law or a sole proprietorship registered under the relevant applicable governing law.	Copy of Certificate of Incorporation / Registration Certificate / LLP Agreement / Partnership Deed / charter documents, as applicable. For avoidance of doubt ' <i>charter documents</i> ' include the Memorandum of association, Article of Association, Certificate of Incorporation, Certificate of Registration, byelaws, rules and regulations of a society, Trust Deed,

	The Bidder must be operational in India and engaged in the business of manpower outsourcing, staffing, recruitment, deployment of professional / expert manpower, project support services, technical manpower services or similar services.	Partnership Deed, LLP Agreement, constitutional documents and all amendments thereto, as applicable.
3.	The Bidder should have valid registrations for: (i) Income Tax / PAN; (ii) GST; (iii) EPF; and (iv) ESI, wherever applicable. The certificates / registrations should be valid as on the Bid Due Date.	Copies of PAN, GST registration certificate, EPF registration certificate and ESI registration certificate, as applicable.
4.	The Bidder should be registered for or obtained a valid labour licence issued by the competent labour authority, wherever applicable under the Contract Labour (Regulation and Abolition) Act, 1970 or any other Applicable Law.	Copy of valid labour licence.
5.	Similar Services The Bidder shall have successfully completed/initiated at least 3 (three) assignments for Similar Services of any value during the last 5 (five) years immediately preceding the Bid Due Date for Central Government Departments, State Government Departments, PSUs, Autonomous Bodies, Statutory Authorities or Government-supported institutions. For the purpose of this RFP, “<i>Similar Services</i>” shall mean assignments involving recruitment, deployment, management, payroll administration or staffing of manpower / outsourced personnel / professional staff / technical personnel / expert consultants for Government Departments, PSUs, autonomous bodies, statutory authorities, government-supported projects or similar institutional client. “<i>Ongoing Similar Services</i>” may also be considered, provided that the Bidder submits documentary evidence in its regard. Minimum Value of Similar Services During the last seven financial years preceding the current financial year, the Bidder shall have successfully executed or completed Similar Services meeting any one of the following: (a) three similar services, each having an annualised value of at least ₹1.44 crore; or (b) two similar services, each having an annualised value of at least ₹1.80 Crore; or (c) one similar service having an annualised value of at least ₹2.88 crore.	Statutory Auditor’s / Chartered Accountant’s certificate with valid UDIN in the format as provided in Annexure IV of Appendix II AND Copy of agreement / Letter of Award / work order / completion certificate / experience certificate/ client certificate clearly indicating nature of work, client name, contract value, period of engagement and satisfactory completion / performance. In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or chartered accountant or the client; <i>Ongoing Similar Services may also be considered, provided that the Bidder submits documentary evidence of satisfactory performance and the value of services rendered up to the Bid Due Date such as Certificate from Client/Chartered accountant/Statutory Auditor with</i>

	<i>For avoidance of doubt, while calculating the annualised the value of a project the total contract value shall be divided by the total period in years, and the resultant value shall be considered as the annualised value of the similar service/project.</i>	<i>valid UDIN, wherever applicable indicating the nature, client, value of services along with letter of award/ work order.</i>
6.	The annual average turnover of the bidder during last three financial years (F.Y. 2023-24, 2024-25 & 2025-26) immediately preceding the Bid Due Date, should be at-least Rs. ₹10.80 Crore For the purposes of this RFP, “Turnover” shall mean the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.	Certificate from Statutory Auditor / Chartered Accountant with valid UDIN in the format as provided at Annexure III of Appendix II specifying annual turnover for each of the last three financial years and average annual turnover, along with audited financial statements.
7.	The Bidder should have positive net worth as on the last day of the financial year immediately preceding the Bid Due Date. For the purposes of this RFP, “Net Worth” for a company/corporate body shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.	Certificate from Statutory Auditor / Chartered Accountant with valid UDIN at Annexure III of Appendix II specifying net worth, along with audited financial statements.
8.	The Bidder shall not be blacklisted, debarred, declared ineligible, or otherwise prohibited from participating in any bidding process by the Government of India, any State Government, or any Central/State Public Sector Undertaking (PSU) in India, as on the Bid Due Date.	Declaration duly notarized on stamp paper of INR 500 in this regard by the authorized signatory of the Bidder
09.	The Bidder shall accept all terms and conditions of this RFP, including scope of work, deployment obligations, payment mechanism, statutory compliance, data security, confidentiality, replacement obligations and indemnity.	Copy of the RFP signed and stamped on each page by the authorized signatory, along with data security / confidentiality undertaking in the prescribed format.
10.	The Bidder shall provide a notarised affidavit stating that it shall not seek, demand, recover or receive any payment from any candidate or deployed Personnel and shall not deduct, curtail, retain, withhold or divert any part of payment payable to deployed Personnel, except deductions mandatorily required under Applicable Law or authorised by NHB in writing.	Declaration duly notarized on stamp paper of INR 500 in this regard by the authorized signatory of the Bidder

2.2.3 The Bidders fulfilling the Pre-Qualification Criteria set out in Clause 2.2.2 shall be considered as **Qualified Bidders** and shall be eligible for technical evaluation. Such Qualified Bidders shall be awarded marks out of a total of **100 (one hundred) marks** in accordance with the technical evaluation parameters and scores specified in the table below (the “**Technical Scoring Criteria**”). The aggregate marks obtained by a Bidder under the Technical Scoring Criteria shall constitute its **Technical Score**.

S. No.	Evaluation Parameter	Marking Criteria	Max. Marks
1	Experience in Similar Services	Marks shall be awarded based on the number of qualifying Similar Service assignments completed or under execution by the Bidder in accordance with the “Similar Services” requirements specified under PQ Clause 5. • 25 Marks: Bidder has 3 qualifying Similar Service assignments. • 27 Marks: Bidder has 4 qualifying Similar Service assignments. • 30 Marks: Bidder has 5 or more qualifying Similar Service assignments.	30
2	Value of Similar Services	Marks shall be awarded based on the aggregate annualised value of the Similar Services submitted by the Bidder for meeting the requirements provided under Minimum Value of Similar Services of PQ Clause 5. For the purpose of this criterion, the minimum qualifying value shall be deemed to be: (a) ₹4.32 crore where the Bidder qualifies through three Similar Services of ₹1.44 crore each; or (b) ₹3.60 crore where the Bidder qualifies through two Similar Services of ₹1.80 crore each; or (c) ₹2.88 crore where the Bidder qualifies through one Similar Service of ₹2.88 crore. • 30 Marks: Aggregate annualised value of Similar Services is equal to the minimum qualifying value and up to 1.5 times such minimum qualifying value. • 35 Marks: Aggregate annualised value of Similar Services is more than 1.5 times and up to 2 times such minimum qualifying value. • 40 Marks: Aggregate annualised value of Similar Services is more than 2 times such minimum qualifying value. <i>Illustratively:</i> <i>Where a Bidder qualifies through three Similar Services, the applicable thresholds shall be:</i> ₹4.32 crore to ₹6.48 crore: 20 Marks Above ₹6.48 crore to ₹8.64 crore: 22 Marks Above ₹8.64 crore: 25 Marks <i>Where a Bidder qualifies through two Similar Services, the applicable thresholds shall be:</i> ₹3.60 crore to ₹5.40 crore: 20 Marks Above ₹5.40 crore to ₹7.20 crore: 22 Marks Above ₹7.20 crore: 25 Marks <i>Where a Bidder qualifies through one Similar Service, the applicable thresholds shall be:</i> ₹2.88 crore to ₹4.32 crore: 20 Marks Above ₹4.32 crore to ₹5.76 crore: 22 Marks Above ₹5.76 crore: 25 Marks	40

3	Average Annual Turnover	Marks shall be awarded based on the average annual turnover of the Bidder during the financial years prescribed under PQ Clause 6. • 15 Marks: Average annual turnover is at least 1 time and up to 1.5 times the minimum turnover requirement. • 17 Marks: Average annual turnover is more than 1.5 times and up to 2 times the minimum turnover requirement. • 20 Marks: Average annual turnover is more than 2 times the minimum turnover requirement.	20
4	Net Worth	Marks shall be awarded based on the Net Worth of the Bidder as on the last day of the financial year immediately preceding the Bid Due Date, duly certified by the Statutory Auditor/Chartered Accountant. • 7 Marks: Positive Net Worth of less than ₹2.00 Crore. • 10 Marks: Net Worth of ₹2.00 Crore or more.	10
	Total		100

Bidders shall be required to obtain **at least 70 (Seventy) Marks** in aggregate (“**Minimum Technical Score**”) to qualify for further bidding process. Bidders who are responsive, meet the Pre-Qualification Criteria and obtain at least **70 (seventy)** marks in aggregate shall be shortlisted for opening of Financial Bids (the “**Shortlisted Bidders**”)

2.2.4 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-II, complete with its Annexes and supporting documents as mentioned in Clause 2.2.2.

2.2.5 The Bidder should submit a Power of Attorney as per the format at Annexure VI of Appendix-II, authorising the signatory of the Bid to commit the Bidder along with the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

2.2.6 The Bidder should neither be a non-performing party on the date of opening of the Bid nor on the date of issue of Letter of Award (“**LOA**”). Any entity which has been barred / debarred / blacklisted / declared ineligible by the Central Government, any State Government, or any entity controlled by them, from participating in any project, tender or bidding process, and where such bar / debarment / blacklisting / declaration subsists as on the Bid Due Date, shall not be eligible to submit a Bid.

In case any debarred / blacklisted / declared non-performing entity submits the Bid, the same shall be ignored / rejected. In case such entity is the lowest bidder (L-1), the next lowest responsive Bidder shall be considered as L-1, subject to fulfilment of the requirements of this RFP. Bid Security submitted by such debarred / blacklisted / declared non-performing entity shall be returned to it or dealt with in accordance with the provisions of this RFP and Applicable Law.

Debarment / blacklisting / declaration as non-performing of a particular firm shall automatically extend to all its allied firms, affiliates, successors, assigns and entities under common control, to the extent applicable under the relevant debarment / blacklisting order or Applicable Law.

2.2.7 A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default

or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 2.2.8 In computing the Pre-Qualification of the Bidder under Clauses 2.2.2, the experience and credentials of their respective Associates shall not be considered.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.9 The following conditions shall be adhered to while submitting a Bid:

- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. information supplied by a Bidder must apply to the Bidder or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- c. in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below;

2.3 Intentionally Left Blank

2.4 Cost of Bidding

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification of information and Acknowledgement by Bidder

- 2.5.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the applicable laws and regulations, and any other matter considered relevant by them.

- 2.5.2 It shall be deemed that by submitting the Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agency Agreement by the Service Provider;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

- 2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept or reject any or all Bids

- 2.6.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.2 The Authority reserves the right to reject any Bid if:
- at any time, a material misrepresentation is made or uncovered, or
 - the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - such misrepresentation/ improper response shall lead to the disqualification of the Bidder.
- 2.6.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
- invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or
 - take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.4 In case it is found during the evaluation or at any time before signing of the Agency Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agency Agreement, and if the Bidder has already been issued the LOA or has entered into the Agency Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. The Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Agency Agreement or otherwise.
- 2.6.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.6.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the disclaimer set forth hereinabove; the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bid

Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Criteria for Evaluation
Section 4	Fraud & Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous
Appendix-I	
Annexure I.	Scope of Work

Annexure II.	Draft Agency Agreement
Appendix-II	
Annexures:	
Annexure I.	Letter comprising the Technical Bid
Annexure II.	Power of Attorney for signing of Bid
Annexure III.	Format for CA certificate (Financial)
Annexure IV.	Format for CA certificate (Technical)
Annexure V.	Statement of Legal Capacity
Annexure VI.	Power of Attorney for signing the Bid
Appendix-III	Letter Comprising Financial Bid
Appendix- IV	Guidelines of the Department of Disinvestment

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority only by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date specified in the schedule of Bidding Process contained in Clause 1.3.
- 2.8.2 The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The Authority will post all the queries and its responses on the official website without identifying the source of queries.
- 2.8.3 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.4 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum thus issued hereunder shall be hosted on the website of NHB/ GeM Portal.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.10 Language

- 2.10.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.11 Format and signing of Bid

- 2.11.1 The Bidder shall provide all the information sought under this RFP and upload the same on the GeM Portal as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures to Bid to the Authority as per clause 2.12.4. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the GeM Portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or not submitted online on GeM Portal shall be rejected.
- 2.11.2 The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the authorised signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Application. The Bid shall contain page numbers.

- 2.11.3 The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, on the GeM Portal. The Bid shall bear the digital signature of the Bidder. The Bidders shall sign each page of their Bids using Class III - Digital Certificates, issued from any agency authorized by Controller of Certifying Authority (CCA), Government. of India, upon uploading the soft copy of the Technical Bid to the GeM Portal.
- 2.11.4 Bidders shall note that the very act of using DSC for downloading the tender document and thereafter uploading their Bids shall be deemed to be a confirmation that they have read all sections and pages of the Bidding Documents without any exception and have understood the complete Bidding Documents and are clear about the requirements herein.
- 2.11.5 While submitting the Bids online, the Bidder shall read the terms & conditions of the GeM Portal and accepts the same in order to proceed further to submit their Bid.
- 2.11.6 Bidders must get ready in advance the bid documents to be submitted as indicated in this RFP in PDF/xls/rar/zip/dwf formats.
- 2.11.7 After the bid submission, the Bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of Bid.
- 2.11.8 Bidder must follow the server time that is being displayed on Bidder's dashboard at the top of the GeM Portal which shall be considered valid for all actions of requesting, bid submission and bid opening etc., in the e-tender system.
- 2.11.9 All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.

2.12 Submission of Bids

- 2.12.1 The Bidder shall submit the Bid no later than the date and time specified in clause 1.3, duly signed in digital form by the authorised signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format as provided in the RFP (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.
- 2.12.2 The Bid is to be submitted on the document downloaded from Official Website/ GeM Portal, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.
- 2.12.3 The documents comprising the Bid referred to in Clause 2.12.1 shall include:
Technical Bid in the prescribed format (Appendix-II) along with Annexes and supporting documents.
- i. Proof of submission of Bid Security in accordance with Clause 2.24 and the Data Sheet;
 - ii. Power of Attorney for signing the Bid as per the format at Annexure
 - iii. Bidder's duly audited balance sheet and profit and loss account for the preceding three years;
 - iv. Agency Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (iii) hereinabove;
 - v. Financial Bid submitted online through GeM in the prescribed GeM format, as applicable. For avoidance of doubt it is clarified that submission of financial bid in hardcopy or any other way other than that provided in this RFP shall make the bid liable to be summarily rejected;
- 2.12.4 The following documents shall be separately submitted in original to the person specified in the Clause 2.12.5 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:
- a. Power of attorney as required under Clause 2.12.3
 - b. NEFT/ RTGS Demand Draft towards the Bid Security as required under Clause 2.24.

The envelope specified in this Clause 2.12.4 shall clearly bear the following identification:

“Enclosures of the Bid for RFP For Engagement of a Manpower Agency for Providing Subject Matter Specialist/ Expert for the Cluster Development Programme of National Horticulture Board.”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.12.5 The envelope specified in Clause 2.12.4 shall be addressed to:

ATTN. OF: **Dr. Vijay Kumar Doharey**
DESIGNATION: **Deputy Managing Director**
ADDRESS: **National Horticulture Board**
Plot No. 85, Sector-18,
Gurugram – 122015, Haryana
Ministry of Agriculture and Farmers' Welfare,
Government of India.

E-MAIL ADDRESS: clusters.nhb@gov.in

2.12.6 Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

2.13 **Bid Due Date**

2.13.1 The Bid specified in Clause 2.12.1 should be submitted on or before 06-10-2026 as per the format and in the manner and form as detailed in this RFP.

2.13.2 For the purpose of submission of the Bid on the Official Website, registration of the Bidder with Official Website is mandatory. For any assistance regarding e- tendering, the Bidder may go to the helpdesk on the Official Website. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA)

2.13.3 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.13.4 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 **Contents of the Bid**

2.14.1 The Technical Bid shall be furnished in the format at Appendix–I along with all the information and documents (complete in all respects) as requested in this RFP.

2.14.2 The Financial Bid shall be furnished in the format at Appendix–IV and shall consist of a Service Charge to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Service Charge sought by it to undertake the Project in accordance with this RFP and the provisions of the Agency Agreement.

2.14.3 The Financial Bid shall be submitted online only on the GeM Portal. The Financial Bid shall not be submitted physically in hard copy. Any submission of Financial Bid in hard copy or with the Technical Bid shall lead to the rejection of the Bid in its entirety and be declared as non-responsive. The Financial Bid shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class III DSC only.

2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.5 The proposed Agency Agreement shall be deemed to be part of the Bid.

2.15 **Modifications/ substitution/ withdrawal of Bids**

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that the modification, substitution or withdrawal is received by the Authority prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

2.15.2 Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.16 **Opening and Evaluation of Bids**

- 2.16.1 The Authority shall open the Technical Bids on the Bid Due Date, at the place specified in Clause 2.12.5 and in the presence of the Bidders who choose to attend.
- 2.16.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.16.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.16.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.16.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.16.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.17 Confidentiality

- 2.17.1 Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Tests of responsiveness

- 2.18.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:
 - 1. it is received as per the specified format;
 - 2. it is received by the Bid Due Date including any extension thereof pursuant to Clause 1.3;
 - 3. it is signed and marked as stipulated in Clauses 2.12 and 2.13;
 - 4. it is accompanied by the Bid Security as specified in Clause 2.1.5
 - 5. it is accompanied by the Power of Attorney as specified in Clause 2.2.4,
 - 6. it contains all the information and documents (complete in all respects) as requested in this RFP;
 - 7. it contains information in formats same as those specified in this RFP;
 - 8. it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP;
 - 9. it does not contain any condition or qualification;
 - 10. the original documents as stipulated under Clause 2.13.4 have been submitted by the Bidder;
 - and
 - 11. it is not non-responsive in terms hereof.
- 2.18.2 A Financial Bid not conforming with the format specified at Appendix-IV (indicative), to be submitted online in the BOQ format provided on the portal and shall not be considered as responsive to the requirements of the RFP.
- 2.18.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.19 Clarifications

- 2.19.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.19.2 If a Bidder does not provide clarifications sought under Clause 2.19.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. PRE-QUALIFICATION AND BIDDING

2.20 Submission of Bid

- 2.20.1 The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

2.21 Pre-Qualification and notification

- 2.21.1 After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for opening of their Financial Bids. All communications relating to Pre-qualification shall be uploaded on Official Website. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.22 Proprietary data

- 2.22.1 All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.23 Correspondence with the Bidder

- 2.23.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

F. BID SECURITY

2.24 Bid Security

- 2.24.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 hereinabove in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at **National Horticulture Board** (the "Demand Draft") or through NEFT/RTGS at the details mentioned in clause 1.3. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.24.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.24.3 Save and except as provided in Clause 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.24.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Service Provider signing the Agency Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.24.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.24.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.24.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agency Agreement, or otherwise, if
- a. a Bidder submits a non-responsive Bid;

- b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. the Selected Bidder fails within the specified time limit -
 - i) to sign and return the duplicate copy of LOA; or
 - ii) to sign the Agency Agreement; or
 - iii) to furnish the Performance Security within the period prescribed therefor in the Agency Agreement.
- e. the Selected Bidder, having signed the Agency Agreement, commits any breach thereof prior to furnishing the Performance Security.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Bids

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by the Financial Capacity.

3.2 Financial information for purposes of evaluation

- 3.2.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.
- 3.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, and the Statutory Auditor/Chartered Accountant shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.2.3 The Bidder must establish the minimum its Turnover and Net Worth specified in Clause 2.2.2, and provide details as per format at Annex-II of Appendix-I.

3.3 Pre-Qualification of Bidders

- 3.3.1 The credentials of qualified Bidders shall be measured in terms of Clause 2.2.2.

3.4 Selection of Bidder

- 3.4.1 Subject to the provisions of Clause 2. 6.1, the Bidders qualified in the Technical Bid shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the Bidders qualified in the Technical Bid on the scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend.
- 3.4.2 The Bidder whose Bid is adjudged as responsive in terms of Clause 2.18 and who quotes the lowest Service Charge sought from the Authority shall ordinarily be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.4.3 In the event that two or more Bidders quote the same amount of Service Charge (the "Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.4.4 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the second and third lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said second Lowest Bidder shall be the Selected Bidder.
- 3.4.5 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.4.4, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding")

from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second lowest Bidder in the first round of bidding.

- 3.4.6 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.4.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agency Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agency Agreement.

3.5 Contacts during Bid Evaluation

- 3.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.6 Bid Parameter

- 3.6.1 The Bid shall comprise the Service Charge expressed as a percentage (%) of the Honorarium payable to the Subject Matter Specialists/Experts deployed under the Project, for providing the services contemplated under Appendix I of this RFP and in accordance with the terms of the Agency Agreement, quoted by the Bidder for providing the services contemplated under Appendix I of this RFP and in accordance with the terms of the Agency Agreement. The Service Charge shall constitute the sole criteria for evaluation of Financial Bids, subject to the Bidder meeting the eligibility, technical and other requirements prescribed in this RFP. The Bidder quoting the lowest Service Charge shall ordinarily be declared as the Selected Bidder, subject to responsiveness of the Bid, fulfilment of the terms of this RFP, and verification by NHB. The Service Charge shall be quoted in accordance with Clause 1.2.7 and the Financial Bid format prescribed under this RFP, and Financial Bids quoting “NIL” Service Charge shall be treated as non-responsive and shall be rejected. Submission of Financial Bids in hardcopy or along with Technical Bid shall also render the Bid to be summarily rejected.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agency Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agency Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agency Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. . In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agency Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or Agency Agreement, or otherwise, if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agency Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority

during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agency Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agency Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agency Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

- 5.1 A Pre-Bid Conference of the potential Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

- d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Agency Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:
 - a. Agency Agreement;
 - b. the RFP.
 - i.e. the Agency Agreement at (a) above shall prevail over the RFP at (b) above.

APPENDIX I: SCOPE OF SERVICE

PART A: HIRING OF PROFESSIONALS FOR SHM

1 Scope of Service for the Subject Matter Specialist/ Expert

1.1 General roles and responsibilities of the experts

- 1.1.1 Oversee and ensure timely registration of farmers by the Implementing Agency under consultation of the SHM.
- 1.1.2 Aid and assist the SHM in organising and conducting quarterly monitoring meetings to be conducted by State-Level Monitoring Committee.

1.2 Subject Matter Expert – Horticulture / Agri-Business

- 1.2.1 The Subject Matter Expert shall provide horticulture, agri-business and value-chain support to SHM in relation to Cluster-level interventions under the CDP, including production systems, farmer engagement, crop planning, market linkages, value-chain integration, branding, traceability and adoption of improved practices.
- 1.2.2 The Subject Matter Expert shall:
 - a) support assessment of Cluster potential, crop focus, farmer participation and value-chain gaps;
 - b) assist in validation of Cluster Proposal Documents from a horticulture / agri-business perspective;
 - c) assess crop-specific interventions, production practices, aggregation models, market linkages and business linkages proposed under the Project;
 - d) support farmer outreach, farmer handholding and awareness activities under the CDP;
 - e) assist SHM in monitoring Farmer Component implementation, farmer coverage, area coverage and beneficiary-level intervention status;
 - f) support verification of beneficiary eligibility and duplication of financial assistance in coordination with SHM and the M&E Expert;
 - g) assess implementation of Good Agricultural Practices, traceability, quality improvement, crop diversification and productivity enhancement interventions;
 - h) support coordination with FPOs / FPCs, farmer groups, market actors, vendors, exporters, processors, agri-business entities and technical institutions;
 - i) identify field-level bottlenecks and recommend corrective action for improving Cluster-level outcomes;
 - j) prepare field notes, farmer engagement reports, crop / value-chain assessment notes and implementation monitoring inputs; and
 - k) support SHM in review meetings, inspections and programme-level reporting.
- 1.2.3 The Subject Matter Expert shall prepare and submit, through SHM:
 - a) crop and Cluster assessment notes;
 - b) farmer outreach and handholding reports;
 - c) Farmer Component implementation reports;
 - d) beneficiary verification support notes;
 - e) value-chain and market linkage assessment notes;
 - f) field visit reports;
 - g) issue / bottleneck notes;
 - h) monthly and quarterly progress inputs; and
 - i) such other reports as may be required by SHM / NHB.

1.3 Monitoring and Evaluation Expert

- 1.3.1 The Monitoring and Evaluation Expert shall function as the programme monitoring and performance management specialist and shall support SHM in physical progress monitoring, milestone verification, financial tracking, compliance monitoring, MIS management, data analytics, reporting and evaluation of CDP Projects.
- 1.3.2 The Monitoring and Evaluation Expert shall:

- a) monitor physical progress of approved Projects against approved Clusters, timelines, Milestones and component-wise implementation plans;
- b) verify Cluster-wise progress, farmer coverage, area achievement and implementation status through field verification and documentary evidence;
- c) monitor financial progress prior to subsidy / tranche-related processing, including admissibility of expenditure, cost norm compliance, means of finance and documentary completeness;
- d) examine supporting financial documents including invoices, receipts, work orders, payment proofs, utilization certificates, statutory auditor certificates, TRA / bank statements and other prescribed records;
- e) verify promoter contribution, term loan disbursement and utilization, where applicable;
- f) assess whether claimed expenditure corresponds to actual physical progress and approved scope;
- g) assist SHM in identifying duplication of subsidy claims and beneficiary-level irregularities;
- h) verify farmer eligibility and DBT-related compliance through the CDP-SURAKSHA Portal, wherever applicable;
- i) track compliance with CDP Guidelines, Grant Agreement conditions, PAC observations and mandatory programme requirements;
- j) prepare non-compliance notes, delay reports, exception reports and corrective action trackers;
- k) maintain MIS databases, dashboards, digital records, inspection documentation, geotagged photographs and portal-based records;
- l) ensure timely and accurate updating of CDP-SURAKSHA Portal and associated monitoring systems;
- m) prepare monthly reports, quarterly reports, project briefs, state-level summaries, analytical notes and review presentations;
- n) support SHM in inspections, milestone verification, review meetings, audits and third-party evaluations;
- o) document best practices, implementation constraints, lessons learned and recommendations for programme improvement; and
- p) provide evidence-based inputs to SHM for decision-making, corrective action and monitoring of Project performance.
- q) upload details of their daily tasks on the CDP-SURAKSHA Portal.

1.3.3 The Monitoring and Evaluation Expert shall possess a postgraduate degree or equivalent in Finance, Management, Administration, Economics or allied disciplines, with **six (6) to ten (10) years** of relevant professional experience in project monitoring, programme implementation, financial verification, compliance management, MIS operations, analytics and reporting in Government or Government-supported projects.

1.3.4 The Monitoring and Evaluation Expert shall prepare and submit, through SHM:

- a) monthly field and implementation reports;
- b) quarterly consolidated progress reports;
- c) milestone verification notes;
- d) financial verification notes;
- e) Farmer Component / beneficiary verification reports;
- f) MIS and dashboard updates;
- g) exception reports identifying delays, deviations and risks;
- h) compliance status reports;
- i) review meeting briefs and action point trackers;
- j) audit / third-party evaluation support documents; and
- k) such other reports as may be prescribed by SHM / NHB.

1.4 **Infrastructure Expert**

1.4.1 The Infrastructure Expert shall act as the engineering, procurement and infrastructure compliance specialist for CDP Projects and shall support SHM in technical appraisal, procurement verification, construction supervision, quality assurance, statutory compliance, commissioning verification and operational validation of infrastructure assets.

1.4.2 The Infrastructure Expert shall:

- a) scrutinize infrastructure proposals for technical feasibility, engineering soundness and conformity with approved DPRs and CDP requirements;

- b) review drawings, layouts, structural designs, technical specifications, BOQs, estimates and cost assumptions;
- c) verify site suitability, accessibility, connectivity, risk exposure and execution readiness;
- d) verify land availability, possession, encumbrance status and construction rights of the IA;
- e) validate plant and machinery specifications, capacity, design compatibility and operational suitability;
- f) assess availability of utilities including water, power, drainage, waste management and access roads;
- g) examine infrastructure proposals for packhouses, cold chain, aggregation centres, processing units, logistics systems and value addition facilities;
- h) support procurement oversight by reviewing tender documents, bid specifications, eligibility criteria, vendor credentials and technical evaluation processes;
- i) verify compliance with applicable Government procurement procedures, CVC guidelines, transparency norms and contract conditions;
- j) monitor construction, installation and commissioning activities against approved drawings, specifications, work programme and Milestones;
- k) undertake regular site inspections at critical stages of implementation;
- l) verify material quality, workmanship, conformity certificates, warranties, test reports and quality assurance documents;
- m) ensure that no unauthorized changes in layout, design, specification or scope are undertaken without approval;
- n) verify installation, calibration, testing and commissioning of plant and machinery;
- o) assess operational readiness and functionality of completed infrastructure;
- p) verify statutory approvals, utility permissions, FSSAI licenses, pollution control approvals, WDRA / APEDA registrations and other regulatory clearances wherever applicable;
- q) validate Chartered Engineer certificates, completion certificates, commissioning certificates and technical completion records;
- r) prepare infrastructure appraisal reports, site inspection reports, quality assurance reports, deviation reports, statutory compliance reports and operational readiness notes;
- s) support milestone and tranche verification before release-related recommendations; and
- t) assist SHM during NHB / PMU reviews, joint inspections, audits, third-party evaluations and PAC-related exercises.

1.4.3 The Infrastructure Expert shall prepare and submit, through SHM:

- a) infrastructure appraisal reports;
- b) technical feasibility and verification reports;
- c) procurement compliance reports;
- d) site inspection reports;
- e) construction progress reports;
- f) quality assurance / quality control reports;
- g) deviation and corrective action reports;
- h) statutory compliance verification reports;
- i) completion and commissioning reports;
- j) operational readiness certificates / notes;
- k) milestone and tranche verification reports;
- l) monthly and quarterly progress reports; and
- m) such other technical reports as may be required by SHM / NHB.

2 General Reporting Obligations of Subject Matter Specialist/ Expert

- 2.1 Subject Matter Specialist/ Expert shall prepare monthly field and implementation reports under the supervision and functional control of SHM.
- 2.2 SHM shall review, verify and finalize such reports before submission to NHB.
- 2.3 All reports, notes, field observations, certifications, recommendations, attendance records and other outputs prepared by Subject Matter Specialist/ Expert and submitted by SHM shall constitute SHM Outputs.

- 2.4 Subject Matter Specialist/ Expert shall maintain evidence-based records, including geotagged photographs, geo-tagged records, inspection notes, portal extracts, attendance-linked records, dashboard extracts, financial documents, field observations and supporting documents.
- 2.5 Subject Matter Specialist/ Expert shall support SHM in preparation of monthly reports, quarterly reports, milestone verification reports, farmer verification reports, compliance notes, review meeting briefs and action-taken reports.

3 Performance Review

- 3.1 The performance of Subject Matter Specialist/ Expert shall be reviewed periodically by SHM, including on a quarterly basis, based on work quality, timeliness, reporting accuracy, field performance, completeness of documentation, responsiveness, coordination and compliance with assigned duties.
- 3.2 Feedback and corrective actions identified during performance review shall be communicated to the agency.
- 3.3 If any Subject Matter Specialist/ Expert fails to meet the expected performance standards, SHM may recommend replacement to NHB and the agency.
- 3.4 Continuation of Subject Matter Specialist/ Expert shall be subject to satisfactory performance, programme requirements and the terms of engagement of the agency.

4 Conduct, Confidentiality and Integrity

- 4.1 Subject Matter Specialist/ Expert shall maintain confidentiality of all records, documents, financial information, beneficiary information, project information and government communications accessed during the engagement.
- 4.2 Subject Matter Specialist/ Expert shall not disclose, copy, misuse or transmit any official information except for purposes authorized by SHM / NHB.
- 4.3 Subject Matter Specialist/ Expert shall maintain professional conduct, discipline, decorum and neutrality while dealing with NHB, SHM, PMU, IAs, farmers, vendors and stakeholders.
- 4.4 Subject Matter Specialist/ Expert shall not engage in corrupt, fraudulent, collusive, coercive or conflict-of-interest practices.
- 4.5 Subject Matter Specialist/ Expert shall not undertake any professional or other work that conflicts with their responsibilities under the CDP during the period of deployment.

5 No Sub-contracting

The agency shall not sub-contract, assign or transfer the work or any part thereof to any other agency, firm, contractor or person without prior written approval of NHB.

6 Payment and Reimbursement Support

- 6.1 The agency shall pay Subject Matter Specialist/ Expert in accordance with applicable wage / fee structure in accordance with the Agency Agreement, statutory requirements and the terms of engagement.
- 6.2 The agency shall submit monthly invoices / reimbursement claims to NHB along with:
 - a) attendance statement;
 - b) payment sheet;
 - c) SHM attendance / work certification;
 - d) Proof of Travel and payment of invoices incurred on account of travel
 - e) proof of payment to Subject Matter Specialist/ Expert;
 - f) EPF / ESIC / statutory challans, where applicable;
 - g) GST invoice, where applicable; and
 - h) such other documents as may be prescribed by NHB.
- 6.3 No claim shall be processed unless supported by SHM certification and complete documentation.

- 6.4 NHB may withhold or reduce payment where attendance is uncertified, documents are incomplete, services are deficient, statutory compliance is unsupported or any discrepancy remains unresolved.

7 Records and Audit

- 7.1 The agency shall maintain complete records relating to engagement, attendance, payroll, statutory compliance, police verification, leave, replacement, deployment and performance of Subject Matter Specialist/ Expert.
- 7.2 NHB / SHM may inspect or verify such records at any time.
- 7.3 The agency shall provide all documents required for audit, inspection, review, verification or dispute resolution.

PART B: HIRING OF CONSULTANTS ON REQUEST OF NHB

- 1 The Agency shall provide professional consultants, experts, manpower or other personnel support as may be required by NHB from time to time during the contract period. Such requirements may arise for supporting NHB in implementation, monitoring, evaluation, technical appraisal, documentation, coordination, project management, advisory support or any other related activities.
- 2 For each such requirement, NHB shall issue a specific requirement/requisition indicating the number and category of consultants/manpower required, their qualifications, experience, roles and responsibilities, duration of engagement, place of deployment, deliverables, reporting requirements and any other specific conditions applicable to such engagement. The said requirement/requisition shall form part of the Scope of Work for that particular engagement.
- 3 The Agency shall provide suitable consultants/manpower in accordance with the requirement issued by NHB and the terms of this RFP. The deployment under this Part B shall be governed by the general terms and conditions of this RFP and the agreement executed with the Selected Bidder.

PART C: GENERAL CLAUSES

1 Purpose and Background

- 1.1 The National Horticulture Board (“NHB”) is implementing the Cluster Development Programme (“CDP”) as the nodal agency at the national level, and the State Horticulture Mission (“SHM”) is required to discharge State-level functions relating to validation, monitoring, reporting, coordination, field verification and implementation support under the CDP.
- 1.2 For supporting SHM in discharge of the SHM Mandate, NHB proposes to select and appoint an agency for engagement and deployment of Subject Matter Specialist/ Expert in accordance with applicable procurement procedures, the CDP Guidelines and the NHB–SHM Agreement.
- 1.3 The Subject Matter Specialist/ Expert shall be deployed to support SHM in validation of Cluster Proposal Documents, monitoring and evaluation of approved Projects, milestone-linked verification, Farmer Component verification, reporting, documentation, coordination, field inspections and such other implementation-related matters as may be required under the CDP.
- 1.4 The agency shall be responsible for engagement, deployment, payroll, statutory compliance, administrative management and service-related obligations in respect of the Subject Matter Specialist/ Expert. SHM shall exercise day-to-day functional supervision over the Subject Matter Specialist/ Expert but shall not be responsible for their employment, payroll or statutory liabilities.

2 Term of Engagement

- 2.1 The Agency Agreement shall initially be valid for a period of one (1) year from the date of its execution and may be renewed on a year-to-year basis for up to three (3) additional years, subject to satisfactory performance of the Agency, continuation of the Project, and the terms and conditions of this RFP and the Agency Agreement.

- 2.2 NHB may, at any point during the term, terminate or curtail the engagement, in whole or in part, if the Project is discontinued, modified, suspended, curtailed or otherwise not continued, or if the requirement for services ceases to exist.
- 2.3 The term may be extended by NHB, subject to satisfactory performance of the agency, requirement under the Programme, continuation of the Project, availability of funds and mutually agreed terms and conditions.
- 2.4 NHB may increase, decrease, modify or discontinue the number, category or place of deployment of Subject Matter Specialist/ Expert based on programme requirements, budgetary availability and implementation needs.

3 Scope of Work of the Agency

The agency shall be responsible for the following:

3.1 Deployment of Subject Matter Specialist/ Expert

- 3.1.1 The agency shall provide Subject Matter Specialist/ Expert in the numbers, categories, qualifications and experience levels prescribed by NHB.
- 3.1.2 The agency shall submit at least 3(three) curriculum vitae / resumes of eligible candidates for each applicable position to SHM.
- 3.1.3 The final selection of Subject Matter Specialist/ Expert from amongst the candidates proposed by the agency shall be undertaken by a committee (Selection Committee) chaired by the Mission Director, SHM. Nodal Officer as identified by the SHM. Such committee shall mandatorily include at least one representative of NHB.
- 3.1.4 No Subject Matter Specialist/ Expert shall be deployed unless selected through the process stated above and approved for deployment in accordance with the terms of the RFP / contract.
- 3.1.5 Upon final selection, the agency shall issue the necessary engagement / deployment arrangements to the selected Subject Matter Specialist/ Expert.

3.2 Deployment, Management and Replacement of Expert Manpower / Consultants

- 3.2.1 The Agency shall provide, deploy and manage qualified experts, consultants, professional personnel and other manpower as may be required by NHB for supporting implementation, monitoring, reporting, coordination, field verification and other activities under the Cluster Development Programme of National Horticulture Board.
- 3.2.2 The initial requirement shall include deployment of experts for the 12 (twelve) approved clusters in the geographical area where the Cluster is situated, including Subject Matter Expert-Horticulture/Agribusiness, Monitoring & Evaluation Expert and Infrastructure Expert, or such other experts/personnel as may be specified by NHB. As and when additional Clusters are approved under the Cluster Development Programme during the term of the Contract, NHB/SHM shall raise separate requisitions specifying the additional requirement of personnel, and the Agency shall provide such personnel in accordance with the terms of the RFP, the Agreement and such requisition.
- 3.2.3 In addition to the aforesaid requirement, NHB may, from time to time, place additional requirements for consultants, experts, professional manpower or any other personnel support. For such additional requirements, NHB shall specify the number of personnel, qualifications, experience, roles and responsibilities, duration of engagement, place of deployment, deliverables, reporting requirements and other relevant terms. Such requirement/requisition issued by NHB shall form part of the Scope of Services for that specific engagement.
- 3.2.4 The Agency shall ensure that the personnel proposed for deployment possess the qualifications, experience, skill and competence prescribed by NHB for the respective position. Upon issuance of a requisition by NHB, the Agency shall submit at least three (3) eligible curriculum vitae/resumes for each position together with supporting documents evidencing the prescribed qualifications and experience within ten (10) working days from the date of such requisition. In the event that none of the candidates so proposed is found suitable by NHB or the Selection Committee constituted in accordance with the Agreement, the Agency shall submit additional eligible curriculum vitae/resumes within five (5) working days from the date of communication by NHB. Prior to deployment, the Agency shall submit details of

the proposed personnel, including name, qualification, experience, age, address and supporting documents/certificates, for approval of NHB or its authorised representative.

- 3.2.5 Deployment of personnel shall be subject to approval by NHB or its authorised representative. Upon selection and approval of a candidate by NHB in accordance with the prescribed procedure, the Agency shall issue the necessary engagement/deployment letter and ensure reporting of the selected personnel at the designated place of deployment within seven (7) working days from the date of such approval. Any approval granted may be withdrawn if the deployed personnel is found unsuitable, incompetent, negligent, unavailable, or not discharging the assigned duties satisfactorily. In such case, the Agency shall provide a suitable replacement as directed by NHB.
- 3.2.6 The Agency shall ensure that the deployed personnel remain available for performance of the assigned services during the required working period and at such location as may be specified by NHB. The Agency shall also provide necessary supervision and coordination for proper fulfilment of its obligations under the contract.
- 3.2.7 The deployed personnel and/or authorised representative of the Agency shall comply with instructions issued by NHB or its authorised representative from time to time in relation to the services. Instructions issued to the authorised representative or deployed personnel shall be deemed to have been issued to the Agency.
- 3.2.8 In the event of absence, non-availability, unsatisfactory performance, misconduct, negligence, incompetence or failure to discharge duties by any deployed personnel, the Agency shall provide a suitable substitute/replacement within the period specified by NHB. The replacement shall possess qualifications and experience not lower than those prescribed for the relevant position.
- 3.2.9 NHB shall be entitled to require the Agency to remove any deployed personnel who, in the opinion of NHB or its authorised representative, is incompetent, negligent, guilty of misconduct, or otherwise unsuitable for performance of the services. Such person shall not be redeployed for the services without prior written permission of NHB and shall be replaced by competent personnel.
- 3.2.10 The Agency shall be responsible for recruitment, engagement, deployment, supervision, attendance, conduct, discipline, payment of remuneration, statutory compliances, maintenance of records, police verification, replacement of personnel, coordination with NHB and all other obligations relating to the personnel deployed by it. The deployed personnel shall remain employees/personnel of the Agency, and no employer-employee relationship shall arise between such personnel and NHB, SHM or any other Government authority.
- 3.2.11 The requirement of experts/personnel may be increased, decreased, modified or discontinued by NHB during the contract period depending upon the number of States, Clusters, project requirements or administrative exigencies. The Agency shall provide additional personnel or withdraw deployed personnel as may be required by NHB, on the terms specified in the RFP, Agreement or specific requisition issued by NHB.
- 3.2.12 The Agency shall comply with all applicable labour laws and statutory requirements, including Minimum Wages Act, Contract Labour laws, Payment of Wages Act, Employees' Compensation Act, Industrial Disputes Act, Maternity Benefit laws, EPF, ESI and other applicable laws, rules and regulations relating to employment, wages, welfare, health and safety, as amended from time to time.
- 3.2.13 Wherever applicable, the Agency shall obtain and maintain valid licences, registrations, permissions and statutory approvals required for providing manpower services, including registration/licence under the Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder, and shall ensure that such licences remain valid during the term of the contract.
- 3.2.14 The Agency shall ensure timely payment of remuneration/wages and all admissible statutory benefits to the personnel deployed by it and shall maintain proper wage records, attendance records, wage slips, statutory registers, deployment records and other documents as may be required under Applicable Law or by NHB.
- 3.2.15 If NHB is required to make any payment towards wages, compensation, statutory dues, welfare benefits or any other amount on account of default by the Agency, NHB shall be entitled to recover such amount from the Agency, including by deduction from amounts payable to the Agency, performance security or any other security available under the contract.

- 3.2.16 The Agency shall indemnify and keep indemnified NHB against all claims, liabilities, payments, penalties, damages, losses, costs and expenses arising out of or in connection with non-compliance by the Agency with labour laws, statutory requirements, payment obligations, welfare obligations or any other obligation relating to the personnel deployed by it.
- 3.2.17 The Agency shall not assign, transfer, sublet or otherwise part with the whole or any portion of the services or its obligations under the contract without prior written approval of NHB. Any unauthorised assignment, transfer or subletting shall constitute breach of contract.
- 3.2.18 The Agency shall perform the services strictly in accordance with the RFP, Scope of Services, work order/requisition issued by NHB, the Agreement and written instructions issued by NHB or its authorised representative from time to time. The Agency shall exercise due care, diligence and professional competence in performance of the services.

3.3 Documentation Prior to Deployment

- 3.3.1 The agency shall furnish the following documents in respect of each Subject Matter Specialist/ Expert before deployment:
 - a) curriculum vitae / bio-data;
 - b) proof of age;
 - c) educational qualification certificates;
 - d) professional qualification / experience certificates;
 - e) identity proof;
 - f) address proof;
 - g) police verification / antecedent verification report;
 - h) character certificate, where required;
 - i) medical fitness certificate, where required by NHB / SHM;
 - j) photographs and identity card details; and
 - k) any other document prescribed by NHB or SHM.

3.4 Statutory and Employment Compliance

- 3.4.1 The Subject Matter Specialist/ Expert shall be employees / personnel of the agency, and no employer-employee relationship shall arise between NHB or SHM, on the one hand, and the Subject Matter Specialist/ Expert, on the other hand.
- 3.4.2 The agency shall be solely responsible for payment of salary, fee, wages, allowances, statutory dues and all employment-related liabilities in respect of Subject Matter Specialist/ Expert.
- 3.4.3 The agency shall comply with all applicable labour and employment laws, including but not limited to laws relating to minimum wages, contract labour, EPF, ESIC, bonus, gratuity, professional tax, GST and any other statutory or regulatory requirement applicable to the engagement.
- 3.4.4 Any increase in wages or statutory liabilities due to change in applicable law or government notification shall be dealt with in accordance with the contract and shall be supported by documentary proof of actual payment / deposit. However, the decision of NHB in this regard shall be final and binding on the Agency.
- 3.4.5 The agency shall maintain proper records, registers, returns, challans and proofs of payment as required under Applicable Law and shall produce the same to NHB / SHM when required.
- 3.4.6 The Agency shall ensure that all personnel deployed under this engagement are adequately insured against any injury, harm or damage to their person, reputation or related interests. NHB and SHM shall not be liable for any such harm, loss or claim arising in relation to the deployed personnel.

3.5 Attendance and Working Discipline

- 3.5.1 Subject Matter Specialist/ Expert shall follow the attendance system prescribed by SHM / NHB, including biometric attendance, digital attendance, physical attendance registers or any other system prescribed from time to time.
- 3.5.2 The agency shall prepare monthly attendance statements and payment sheets for Subject Matter Specialist/ Expert and submit the same to SHM for verification and certification.

- 3.5.3 SHM shall verify attendance and work performed for the relevant month, and such certification shall form the basis for processing payment / reimbursement claims by the agency.
- 3.5.4 In case of absence, late attendance, unauthorized absence, non-performance or misconduct, deductions / replacement / disciplinary action shall be undertaken in accordance with the terms of the RFP / contract.
- 3.5.5 Subject Matter Specialist/ Expert may be required to undertake field visits, attend review meetings, support inspections and work beyond ordinary office hours or on holidays where required for programme implementation, subject to prior instruction and applicable norms.

3.6 Coordinator of the Agency

- 3.6.1 The agency shall designate an officer / manager / senior representative as the coordinator for regular interaction with NHB and SHM.
- 3.6.2 The coordinator shall be responsible for deployment management, attendance coordination, submission of bills, statutory compliance documentation, replacement requests, personnel issues and day-to-day communication with NHB / SHM.
- 3.6.3 The coordinator shall ensure that services of Subject Matter Specialist/ Expert are available without disruption.

3.7 Replacement and Removal

- 3.7.1 If any Subject Matter Specialist/ Expert is found unsuitable, non-performing, absent without authorization, in breach of discipline, conflicted, incompetent, involved in misconduct or otherwise unacceptable to SHM / NHB, the agency shall replace such Subject Matter Specialist/ Expert within the timeline prescribed by NHB / SHM.
- 3.7.2 The agency shall immediately provide a suitable substitute in case any Subject Matter Specialist/ Expert leaves the engagement or becomes unavailable.
- 3.7.3 NHB / SHM may require removal or replacement of any Subject Matter Specialist/ Expert on grounds including security risk, incompetence, conflict of interest, improper conduct, non-performance, breach of confidentiality or violation of applicable requirements.

3.8 No Authority to Bind NHB or SHM

- 3.8.1 Subject Matter Specialist/ Expert shall not have authority to bind NHB or SHM, issue directions on behalf of NHB or SHM, approve any claim, sanction any expenditure, certify any release of Financial Assistance, or make any representation or commitment on behalf of NHB or SHM unless expressly authorized in writing by the competent authority.
- 3.8.2 All reports, notes, observations, recommendations and records prepared by Subject Matter Specialist/ Expert shall be submitted to SHM for review, verification and finalization.

3.9 Functional Scope of Subject Matter Specialist/ Expert

- 3.9.1 Subject Matter Specialist/ Expert may include, to the extent required under the CDP and as determined by NHB, personnel providing:
 - a) horticulture / agri-business support;
 - b) monitoring and evaluation support;
 - c) infrastructure-related support; and
 - d) such other technical, administrative or implementation support as may be required.

4 Appendix to RFP and Agreement

- 4.1 This Appendix shall form part of the RFP / Agency Agreement for selection of the agency and may also be referred to in the NHB–SHM Agreement for purposes of defining the deployment, management and functional responsibilities of Subject Matter Specialist/ Expert.
- 4.2 In case of inconsistency between this Appendix and the CDP Guidelines, the CDP Guidelines shall prevail.

ANNEXURE -II
AGENCY AGREEMENT

Agreement Date	[●]
Authority	National Horticulture Board, Gurugram
Service Provider	[●]
RFP Reference	RFP for Engagement of Manpower Agency for Providing Subject Matter Specialist/ Expert for CDP, June 2026

This Agreement is made on this [●] day of [●] 2026 at Gurugram, Haryana.

BY AND BETWEEN National Horticulture Board, an autonomous organization under the Ministry of Agriculture and Farmers Welfare, Government of India, having its office at Plot No. 85, Sector-18, Institutional Area, Gurugram - 122015, Haryana, acting through its authorised representative (hereinafter referred to as the "Authority" or "NHB", which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND [Name of Service Provider], a [company/LLP/partnership/etc] incorporated/registered under [●], having its registered office at [●], acting through its authorised representative (hereinafter referred to as the "**Service Provider**" or "**Agency**", which expression shall, unless repugnant to the context, include its successors and permitted assigns).

WHEREAS:

- A. NHB is the nodal agency for implementation of the Cluster Development Programme ("CDP"), a Central Sector Scheme for development of horticulture clusters through integrated, market-led and demand-driven interventions across the horticulture value chain.
- B. NHB issued the Request for Proposal dated [●] for engagement of a Manpower Agency for providing Subject Matter Specialist/ Expert and other approved personnel for supporting NHB and State Horticulture Missions ("**SHM**") in discharge of functions relating to implementation, monitoring, validation, reporting, coordination, field verification and other CDP-related activities.
- C. Pursuant to the bidding process conducted through GeM, the Service Provider has been selected for provision of the Services in accordance with the RFP, GeM Bid, applicable GeM General Terms and Conditions, applicable GeM Service Specific Terms and Conditions/SLA, Buyer Added Bid Specific Additional Terms and Conditions, Letter of Award/work order and this Agreement.
- D. The parties are entering into this Agreement to record the terms governing engagement, deployment, management, payment, compliance, reporting, replacement, confidentiality, performance and other obligations of the Service Provider in respect of Personnel deployed under the CDP.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set out herein, the parties agree as follows.

1 Definitions and Interpretation

- 1.1 Unless the context otherwise requires, the following terms shall have the meanings assigned to them below. Capitalized terms used but not defined in this Agreement shall have the meaning assigned to them in the RFP, CDP Guidelines or MIDH Guidelines, as the case may be.
- 1.1.1 **“Agreement” or “Agency Agreement”** shall mean this agreement, its recitals and the Annexures hereto and any amendments thereto made in accordance with the provisions contained in this agreement.
- 1.1.2 **"Applicable Law"** means all laws, statutes, rules, regulations, notifications, orders, guidelines, codes and directions applicable in India, including labour, employment, procurement, data protection and anti-corruption laws.
- 1.1.3 **“Applicable Laws”** means all laws, rules, regulations, notifications, circulars, and judicial pronouncements in force and effect in India during the term of this Agreement.
- 1.1.4 **“Applicable Guidelines”** includes CDP Guidelines and other guidelines issued by NHB, MIDH, APEDA and MoAF&W, as applicable to the Project.
- 1.1.5 **"CDP Guidelines"** means the applicable guidelines, operational instructions and amendments governing the Cluster Development Programme.
- 1.1.6 **"Effective Date"** means the date of execution of this Agreement or such other date as may be specified in the Letter of Award/work order.
- 1.1.7 **“Honorarium”** means the monthly honorarium payable to the deployed Subject Matter Specialist/ Expert in accordance with Schedule 2, the RFP and the MIDH Guidelines/CDP Guidelines, as amended from time to time.
- 1.1.8 **“RFP”** means the Request for Proposal issued by NHB for engagement of a Manpower Agency for providing Subject Matter Specialist/ Expert for the Cluster Development Programme, including all corrigenda, addenda and clarifications issued by NHB.
- 1.1.9 **“Scope of Services”** means the scope of services set out in Appendix I to the RFP, together with any specific requirement/requisition issued by NHB from time to time.
- 1.1.10 **"Subject Matter Specialist/ Expert" or "Personnel"** means experts deployed by the Service Provider under this Agreement, including Subject Matter Expert - Horticulture/Agribusiness, Monitoring and Evaluation Expert, Infrastructure Expert and any other personnel approved by NHB.
- 1.1.11 **"Services"** means the recruitment, engagement, deployment, payroll administration, statutory compliance, replacement, coordination, reporting support and management services to be provided by the Service Provider under this Agreement and the Scope of Work.
- 1.1.12 **"SHM"** means the concerned State Horticulture Mission or other State-level entity designated for CDP functions.
- 1.1.13 **"Service Charge"** means the service charge quoted by the Service Provider in its Financial Bid and accepted by NHB, exclusive of applicable taxes unless otherwise specified.
- 1.2 References to the singular shall include the plural and vice versa. Headings are for convenience only and shall not affect interpretation. References to any law, rule, regulation, guideline, order or instruction shall include amendments, re-enactments, replacements and modifications thereof.

2 Appointment and Scope of Services

- 2.1.1 NHB hereby appoints the Service Provider for provision of the Services, and the Service Provider accepts such appointment, on the terms and conditions of this Agreement, the RFP, the Scope of Services, the GeM General Terms and Conditions and CDP Guidelines.
- 2.1.2 The Service Provider shall deploy Subject Matter Specialist/ Expert in the numbers, categories, qualifications, experience levels, locations and timelines prescribed by NHB/SHM from time to time.
- 2.1.3 The Services shall include, without limitation, publication of vacancies, recruitment support, candidate shortlisting, documentation, police/antecedent verification, medical fitness verification wherever required, engagement, deployment, payment of Honorarium, statutory compliance, attendance coordination, invoice support, replacement and liaison with NHB/SHM.

- 2.1.4 The detailed Scope of Services and position-wise deliverables are set out in **Appendix I to the RFP** and shall form an integral part of this Agreement. NHB may increase, decrease, modify or discontinue the number, category or place of deployment based on programme requirements, budgetary availability, continuation of the Project and implementation needs.
- 2.1.5 Any additional requirement for consultants, experts, professional manpower or other personnel support placed by NHB from time to time shall be governed by the RFP, this Agreement and the specific requirement/requisition issued by NHB. Such requirement/requisition shall form part of the Scope of Services for the relevant engagement.

3 Term and Commencement

- 3.1 The Agency Agreement shall initially be valid for a period of one (1) year from the Effective Date. The Agreement may be renewed annually, subject to satisfactory performance of the Agency, continuation of the Project, availability of funds, requirement of NHB under the Cluster Development Programme and compliance with the terms of the RFP and this Agreement, provided that the total contract period shall not exceed three (3) years from the Effective Date, unless otherwise approved by the competent authority in accordance with Applicable Law.
- 3.2 NHB may, at any time during the term, terminate, curtail, reduce, suspend or modify the engagement, in whole or in part, if the Project is discontinued, modified, suspended, curtailed or otherwise not continued, if funds are not available, or if the requirement for Services ceases to exist.
- 3.3 The Agreement shall become binding upon execution by both parties and submission and acceptance of the Performance Security by NHB. Unless otherwise directed by NHB, deployment shall commence within fifteen (15) days from the issue of the Letter of Award/work order or within such other timeline as may be specified by NHB.
- 3.4 Renewal of the Agreement shall not be claimed as a matter of right by the Service Provider. Any renewal shall be subject to written approval by NHB.

4 Deployment of Subject Matter Specialist/ Expert

- 4.1 Upon issuance of a requisition by NHB/SHM, the Service Provider shall submit at least three (3) eligible curriculum vitae/resumes for each approved position, together with supporting documents evidencing the prescribed qualifications and experience, within ten (10) working days from the date of such requisition. In the event that none of the candidates so proposed is found suitable by NHB/SHM or the Selection Committee, as applicable, the Service Provider shall submit additional eligible curriculum vitae/resumes within five (5) working days from the date of communication by NHB/SHM.
- 4.2 The Service Provider shall, for each approved requirement, publish the position requirement on at least three (3) reputed job portals/websites or such other platforms as may be approved by NHB/SHM. The Service Provider shall maintain proof of such publication, including screenshots, URLs, publication dates and details of applications received, and shall provide the same to NHB/SHM whenever required.
- 4.3 Final selection of Subject Matter Specialist/ Expert shall be undertaken by a committee chaired by the Mission Director, SHM, or any authority superior to the Mission Director as designated by SHM and shall include at least one representative of NHB (the “**Selection Committee**”).
- 4.4 No Personnel shall be deployed unless selected through the prescribed process and approved for deployment by the competent authority.
- 4.5 Upon final selection, the Service Provider shall issue engagement/deployment letters to the selected Personnel and shall ensure timely reporting at the designated place of deployment.
- 4.6 The Service Provider shall ensure that the Personnel proposed for deployment possess the qualifications, experience, skill and competence prescribed by NHB for the respective position. Prior to deployment, the Service Provider shall submit details of the proposed Personnel, including name, qualification, experience, age, address and supporting documents/certificates, for approval of NHB/SHM.
- 4.7 Deployment of Personnel shall be subject to approval by NHB/SHM. Any approval granted may be withdrawn if the deployed Personnel is found unsuitable, incompetent, negligent, unavailable or not

discharging the assigned duties satisfactorily. In such case, the Service Provider shall provide a suitable replacement as directed by NHB/SHM.

5 Pre-deployment documents

- 5.1 The Service Provider shall furnish the following documents in respect of each Subject Matter Specialist/Expert before deployment:
- a) curriculum vitae and recent photographs;
 - b) proof of age, identity and address;
 - c) educational and professional qualification certificates;
 - d) experience certificates and documentary proof of relevant assignments;
 - e) police verification/antecedent verification report and character certificate where required;
 - f) medical fitness certificate where required by NHB/SHM;
 - g) bank account details, PAN and tax-related information; and
 - h) any other document prescribed by NHB or SHM.

6 Service Provider's Obligations

- 6.1 The Service Provider shall perform the Services with due skill, care, diligence, professionalism and in accordance with Applicable Law, the RFP, CDP Guidelines, NHB instructions and this Agreement.
- 6.1.1 The Service Provider shall ensure that all Personnel proposed for deployment possess the qualifications, experience, competence, integrity and suitability prescribed by NHB/SHM for the relevant position. The Service Provider shall not propose or deploy any Personnel who does not meet the prescribed requirements or who is otherwise unsuitable for deployment under the CDP.
- 6.1.2 For each approved requirement, the Service Provider shall publish the position requirement on at least three (3) reputed job portals/websites or such other platforms as may be approved by NHB/SHM. The Service Provider shall maintain documentary proof of such publication, including screenshots, URLs, publication dates and details of applications received, and shall submit the same to NHB/SHM whenever required.
- 6.1.3 The Service Provider shall submit at least three (3) eligible curriculum vitae/resumes for each approved position, unless otherwise relaxed by NHB/SHM in writing. The profiles submitted shall be complete, accurate and supported by relevant qualification, experience and identity documents.
- 6.1.4 No Personnel shall be deployed unless selected through the prescribed process and approved for deployment by the Selection Committee. The Service Provider shall issue the necessary engagement letter only after such approval and shall ensure timely reporting of the selected Personnel at the designated place of deployment.
- 6.1.5 The Service Provider shall not charge, collect, recover or receive any registration fee, application fee, placement fee, recruitment fee, deployment fee, service fee, commission, security deposit or any other amount, by whatever name called, from any candidate or deployed Personnel in connection with shortlisting, selection, engagement, deployment, continuation or replacement under this Agreement.
- 6.1.6 The Service Provider shall ensure that no intermediary, employee, agent, representative or person acting on its behalf charges or recovers any such amount. Any breach of this clause shall constitute a material default under this Agreement.
- 6.1.7 The Service Provider shall ensure that the Honorarium and other admissible amounts payable to the deployed Personnel are paid in full and in a timely manner through banking channels, subject only to deductions mandatorily required under Applicable Law or on written instruction by NHB based on SHM's recommendation.
- 6.1.8 The Service Provider shall not deduct, curtail, retain, withhold, divert or recover any part of the Honorarium or other admissible payment payable to the deployed Personnel, except deductions mandatorily required under Applicable Law.
- 6.1.9 The Service Provider shall, prior to execution of this Agreement and thereafter whenever required by NHB, submit a duly notarised affidavit/undertaking stating that it shall not seek, demand or recover any payment from the deployed Personnel and shall not deduct, curtail, retain, withhold or divert any part of

the Honorarium or admissible payment payable to the deployed Personnel, except deductions mandatorily required under Applicable Law.

- 6.1.10 Any breach of such affidavit/undertaking shall constitute a material default and shall entitle NHB to withhold payments, recover amounts, invoke the Performance Security, terminate the Agreement and initiate any other action available under this Agreement or Applicable Law.
- 6.1.11 The Service Provider shall ensure that the Honorarium, TA/DA and other admissible amounts payable to the deployed Subject Matter Specialist/ Expert are paid strictly in accordance with Schedule 2, the RFP and the MIDH Guidelines/CDP Guidelines, as amended from time to time.
- 6.1.12 The Honorarium prescribed for the deployed Subject Matter Specialist/ Expert shall be inclusive of all applicable components. No separate payment or reimbursement shall be made by NHB/SHM towards EPF, ESIC, gratuity, bonus, insurance, statutory challans or any other statutory or contractual benefits over and above the Honorarium and other admissible amounts expressly specified in this Agreement.
- 6.1.13 The Service Provider shall remain solely responsible for compliance with Applicable Law in respect of Personnel engaged by it, including applicable labour, employment, tax, social security and welfare requirements. Such compliance shall not create any additional reimbursement obligation on NHB/SHM unless expressly provided in this Agreement or approved by NHB in writing.
- 6.1.14 The Service Provider shall ensure that the deployed Personnel adheres to their obligations as set out in clause 7 and scope of service as provided in Appendix 1 of RFP. It shall maintain all records, registers, returns, declarations, proofs of payment and other documents required under Applicable Law and shall produce the same to NHB/SHM, or any authorised authority whenever required.
- 6.1.15 The Service Provider shall ensure that the deployed Personnel are allowed two (2) paid leaves per month and gazetted holidays as applicable in the State/place of deployment in accordance with the relevant State holiday rules or instructions issued by SHM/NHB.
- 6.1.16 Any leave beyond the aforesaid entitlement, unless specifically approved by SHM/NHB, shall be treated as leave without payment and shall be deducted proportionately from the monthly payable Honorarium. No separate leave encashment shall be payable unless expressly approved by NHB in writing.
- 6.1.17 The Service Provider shall ensure uninterrupted availability of approved Personnel and continuity of Services during the term of deployment. The Service Provider shall ensure that Personnel follow the attendance system prescribed by SHM/NHB, including biometric attendance, digital attendance, physical registers or any other system notified from time to time.
- 6.1.18 The Service Provider shall prepare monthly attendance statements and Personnel-wise payment sheets and submit the same to SHM/NHB for verification and certification.
- 6.1.19 The Service Provider shall designate a senior coordinator/manager for regular interaction with NHB and SHM. The coordinator shall be responsible for deployment management, attendance coordination, invoice submission, payment documentation, compliance records, replacement requests, Personnel-related issues and day-to-day communication with NHB/SHM.
- 6.1.20 The Service Provider shall ensure that the coordinator remains available and responsive throughout the term of the Agreement.
- 6.1.21 The Service Provider shall provide timely replacement of any Personnel who becomes unavailable, resigns, remains absent without authorisation, is found unsuitable, fails to perform, breaches discipline, presents a security risk, has a conflict of interest, breaches confidentiality, engages in misconduct or is otherwise unacceptable to NHB/SHM.
- 6.1.22 Unless a shorter period is prescribed by NHB/SHM, replacement shall be completed within seven (7) working days from receipt of notice or from the Service Provider becoming aware of the vacancy/unavailability, whichever is earlier.
- 6.1.23 The Service Provider shall provide identity cards/name badges to all deployed Personnel and ensure that such cards are displayed while on duty. The Service Provider shall ensure that Personnel maintain discipline, punctuality, neutrality, professional conduct and decorum while dealing with NHB, SHM, PMU, Implementing Agencies, farmers, vendors and other stakeholders.
- 6.1.24 The Service Provider shall maintain complete and accurate records relating to recruitment, publication of vacancies, applications received, candidate shortlisting, deployment, attendance, leave, Honorarium

payment, deductions, statutory compliance, police/antecedent verification, medical fitness wherever required, replacement, performance and grievances of Personnel.

- 6.1.25 The Service Provider shall provide such records to NHB/SHM, audit authorities, inspection teams or statutory authorities whenever required.
- 6.1.26 The Service Provider shall not assign, transfer, pledge, subcontract, sublet or otherwise part with the Services or any part of its obligations under this Agreement without prior written approval of NHB. Any unauthorised assignment, transfer, subcontracting or subletting shall constitute a material breach of this Agreement.
- 6.1.27 The Service Provider shall keep NHB informed of any change in its address, ownership, management, registrations, licences, financial standing, eligibility status, blacklisting/debarment status, litigation affecting performance or any other material circumstance that may affect its obligations under this Agreement.
- 6.1.28 The Service Provider and its Personnel shall comply with all lawful instructions, directions and requirements issued by NHB/SHM from time to time in relation to the Services. Instructions issued to the authorised representative, coordinator or deployed Personnel of the Service Provider shall be deemed to have been issued to the Service Provider.

6.2 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

- 6.2.1 Service Provider must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the Service Provider is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - 1. A new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - 2. On the death or retirement of any partner of the Service Provider 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.
 - 3. 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.

6.3 Obligation to Maintain Eligibility and Qualifications

- 6.3.1 The contract has been awarded to the Successful Bidder based on evaluation and scoring criteria stipulated in the RFP process. The Successful Bidder is contractually bound to maintain compliance with all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Successful Bidder was awarded the contract should be pro- actively brought to the notice of the NHB within 7 days of it coming to the Successful Bidder's knowledge.

6.4 Restriction on Potential Conflict of Interests

- 6.4.1 Neither the Service Provider nor its Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - 1. During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
 - 2. After this Contract's termination, such other activities as may be stipulated in the contract.
 - 3. Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, the Service Provider shall at all times exercise such responsibility in the best interest of the Procuring Entity. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.
 - 4. During the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub-Service Provider 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.

5. The Service Provider has an obligation and shall ensure that its Personnel and Sub-Service Providers shall have an obligation to disclose any actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider and/ or the termination of the Contract.

6.5 Attendance, Reporting and Performance Review

- 6.5.1 The Service Provider shall ensure that the deployed Personnel report at the place of deployment and follow the attendance system prescribed by SHM/NHB, including biometric attendance, digital attendance, physical attendance register or any other mechanism notified from time to time.
- 6.5.2 The deployed Personnel shall be entitled to two (2) paid leaves per month and gazetted holidays as applicable in the State/place of deployment in accordance with the relevant State holiday rules or instructions issued by SHM/NHB. Any leave beyond the admissible entitlement, unless specifically approved by SHM/NHB, shall be treated as leave without payment and deducted proportionately from the monthly payable Honorarium.
- 6.5.3 The Service Provider shall submit monthly attendance statements, leave records and Personnel-wise Honorarium details, duly certified by the concerned SHM/NHB authority, along with the invoice. No payment shall be admissible for unauthorised absence, uncertified attendance or period of non-deployment.
- 6.5.4 The performance of deployed Personnel shall be subject to periodic review by SHM/NHB. If any Personnel is found unsuitable, unavailable, negligent, inefficient, indisciplined or otherwise unsatisfactory, NHB/SHM may require replacement, and the Service Provider shall provide a suitable replacement within the timeline prescribed by NHB/SHM.
- 6.5.5 The Service Provider shall ensure continuity of Services and shall not allow disruption of deployment on account of resignation, absence, leave, replacement or any internal issue of the Service Provider.

6.6 Assignment and Sub-contracting

- 6.6.1 The Service Provider shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-Service Provider.
- 6.6.2 The Service Provider shall notify the Procuring Entity in writing of all such Sub-Service Providers, if not already stipulated in the contract, in its original Proposal or later. Such notification shall not relieve the Service Provider from any of its liability or obligation under the terms and conditions of the contract. Sub-Service Providers must comply with and should not circumvent the Service Provider's compliance with its obligations under GCC-clause 5.1 to 5.7.
- 6.6.3 If the Service Provider sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

7 Personnel Obligations

- 7.1 The deployed Subject Matter Specialist/ Expert shall function under the day-to-day functional supervision of SHM/NHB for their Cluster. However, recruitment, engagement, administrative control, disciplinary control, payroll administration, payment of Honorarium, replacement and all employment-related obligations shall remain solely with the Service Provider. No employer-employee, master-servant, deputation, absorption, regularization or service relationship shall arise between NHB/SHM/Government of India and the deployed Personnel.
- 7.2 The deployed Personnel shall perform the duties, responsibilities and deliverables assigned under the RFP, Scope of Services, specific requirement/requisition issued by NHB, instructions of SHM/NHB and this Agreement.
- 7.3 The deployed Personnel shall support SHM/NHB only for authorised Cluster and shall not undertake any activity outside the approved Scope of Services unless specifically instructed by SHM/NHB.

- 7.4 The deployed Personnel shall comply with instructions, directions, reporting requirements, attendance requirements and work protocols issued by SHM/NHB from time to time.
- 7.5 The deployed Personnel shall follow the attendance system prescribed by SHM/NHB, including biometric attendance, digital attendance, physical attendance register or any other system notified from time to time.
- 7.6 The deployed Personnel shall remain available at the place of deployment and during working hours prescribed by SHM/NHB. They may be required to undertake field visits, attend review meetings, support inspections, participate in monitoring activities and work beyond ordinary office hours or on holidays where required for CDP implementation, subject to prior instruction and applicable norms.
- 7.7 The deployed Personnel shall be entitled to two (2) paid leaves per month and gazetted holidays as applicable in the State/place of deployment in accordance with the relevant State holiday rules or instructions issued by SHM/NHB.
- 7.8 Any leave beyond the aforesaid entitlement shall be treated as leave without payment and shall be deducted proportionately from the monthly payable Honorarium. Any unauthorized absence, repeated absence, late attendance or failure to report for duty may result in deduction, warning, replacement or removal in accordance with this Agreement.
- 7.9 The deployed Personnel shall maintain strict confidentiality of all official, financial, beneficiary, project, operational, technical, administrative, commercial, security-related and Government information accessed during deployment.
- 7.10 All reports, notes, field observations, inspection records, certifications, recommendations, attendance records, databases, dashboards, geotagged photographs, portal extracts, beneficiary records, financial documents, presentations, minutes, communications and other outputs prepared or collected by the deployed Personnel in connection with CDP work shall be the property of NHB/SHM, as applicable.
- 7.11 The deployed Personnel shall not retain, remove, destroy, alter, withhold or misuse any official record, document, data, device, file, login credential, communication or material belonging to or relating to NHB/SHM/CDP.
- 7.12 The deployed Personnel shall not have any authority to bind NHB, SHM or Government of India.
- 7.13 The deployed Personnel shall not issue directions on behalf of NHB/SHM, approve any claim, sanction any expenditure, certify release of Financial Assistance, enter into correspondence creating obligations, make commitments, give approvals, represent official decisions or make any representation on behalf of NHB/SHM unless expressly authorised in writing by the competent authority.
- 7.14 All reports, notes, observations, recommendations and records prepared by the deployed Personnel shall be submitted to SHM/NHB for review, verification and final decision.
- 7.15 The deployed Personnel shall not engage in any activity that creates, or is likely to create, a conflict of interest with their duties under CDP.
- 7.16 The deployed Personnel shall immediately disclose to SHM/NHB and the Service Provider any personal, financial, professional, commercial or other interest in relation to any Implementing Agency, vendor, beneficiary, contractor, institution, applicant or stakeholder connected with CDP.
- 7.17 The deployed Personnel shall not participate in any review, verification, recommendation, reporting or decision-support activity where such conflict of interest exists or may reasonably be perceived to exist.
- 7.18 The deployed Personnel shall not:
1. engage in corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices;
 2. seek or accept any gift, fee, commission, benefit, favour, hospitality or consideration from any Implementing Agency, vendor, applicant, beneficiary, contractor or stakeholder in connection with CDP work;
 3. misuse official position, information, records, access, identity card, email, portal credentials or documents;
 4. misrepresent facts, suppress information or submit false, misleading or incomplete reports;
 5. remain intoxicated while on duty or behave in a disorderly, abusive, threatening, discriminatory or improper manner;

6. undertake any professional, commercial or other work that conflicts with their responsibilities under CDP;
 7. communicate with media or third parties on NHB/SHM/CDP matters without prior written authorisation; or
 8. use NHB/SHM/CDP name, logo, records or information for any unauthorised purpose.
- 7.19 The deployed Personnel shall immediately bring to the notice of SHM/NHB any irregularity, suspected fraud, duplication of benefit, conflict of interest, non-compliance, field discrepancy, data inconsistency, unauthorised deviation, safety issues or other matter affecting CDP implementation that comes to their knowledge during deployment.
- 7.20 Such reporting shall be made through the prescribed reporting channel and shall be supported by relevant facts, records or field observations, wherever available.
- 7.21 The Service Provider shall be responsible for any act, omission, negligence, misconduct, indiscipline, unauthorized absence, breach of confidentiality, conflict of interest, data misuse, misrepresentation, fraud or violation of this Agreement by its deployed Personnel.
- 7.22 NHB/SHM may require immediate warning, removal or replacement of any Personnel whose conduct, performance, integrity, availability or suitability is found unsatisfactory. The Service Provider shall comply with such directions within the timeline prescribed by NHB/SHM.

8 Statutory Compliance and Employment Matters

- 8.1 The Service Provider shall be solely responsible for compliance with all Applicable Laws in respect of the Personnel engaged or deployed by it including Minimum Wages Act, Payment of Wages Act, Employees Provident Fund laws, Employees State Insurance laws, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act, Workmen Compensation/Employees Compensation laws, gratuity, professional tax, GST and all Central/State labour laws as applicable. The Personnel shall remain under the administrative, contractual, payroll and disciplinary control of the Service Provider, and no employer-employee, master-servant, deputation, absorption, regularisation or service relationship shall arise between NHB/SHM/Government of India and such Personnel.
- 8.2 The Service Provider shall ensure timely payment of the prescribed Honorarium and other admissible amounts to the deployed Subject Matter Specialist/ Expert in accordance with the RFP, this Agreement and applicable MIDH/CDP norms. No separate payment or reimbursement shall be made by NHB/SHM towards EPF, ESIC, gratuity, bonus, insurance, statutory challans or any other statutory or employment-related liability over and above the prescribed Honorarium and admissible amounts expressly provided under this Agreement.
- 8.3 The Service Provider shall not deduct, curtail, retain, withhold, divert or recover any part of the Honorarium or admissible payment payable to the deployed Personnel, except deductions mandatorily required under Applicable Law. The Service Provider shall also not charge, collect or recover any registration fee, application fee, placement fee, recruitment fee, deployment fee, service fee, commission, security deposit or any other amount from any candidate or deployed Personnel.
- 8.4 The Service Provider shall submit a duly notarised affidavit/undertaking confirming compliance with the above obligations before execution of the Agreement and thereafter whenever required by NHB. The Service Provider shall maintain all statutory records, payment proofs, declarations, registers and returns required under Applicable Law and shall produce the same whenever required by NHB/SHM, audit authorities or competent statutory authorities.

9 Representations and Warranties

9.1 Representations and Warranties by the Service Provider

- 9.1.1 The Service Provider hereby represents and warrants to NHB that, on the date hereof and during the Term:
 - a) it is duly incorporated/registered and validly existing under the laws of India;
 - b) it has taken all necessary corporate and other actions under Applicable Law to authorise execution of this Agreement and performance of its obligations hereunder;

- c) it has the financial standing, manpower capacity, experience and resources required to perform the Services in accordance with the RFP and this Agreement;
- d) the obligations of the Service Provider under this Agreement are valid, binding and enforceable against it;
- e) it has obtained, or shall obtain and maintain, all registrations, approvals, licences, permissions and compliances required for performance of the Services;
- f) it shall deploy only such Personnel who meet the qualifications, experience and eligibility requirements prescribed by NHB/SHM;
- g) it shall comply with Applicable Law, the RFP, this Agreement, GeM terms, CDP/MIDH norms and written instructions issued by NHB/SHM;
- h) it shall not charge, recover or collect any amount from any candidate or deployed Personnel in connection with recruitment, deployment, continuation or replacement;
- i) it shall not deduct, curtail, retain, withhold or divert any part of the Honorarium or admissible payment payable to the deployed Personnel, except deductions mandatorily required under Applicable Law;
- j) no proceedings are pending or threatened against it which may materially affect its ability to perform the Services; and
- k) all information, documents, declarations, undertakings and affidavits submitted by it are true, complete and not misleading.

9.2 Representations and Warranties by NHB

9.2.1 NHB hereby represents and warrants to the Service Provider that:

- l) it has the authority to execute this Agreement and perform its obligations hereunder;
- m) it shall provide necessary instructions, approvals and coordination support required for performance of the Services;
- n) it shall make payments in accordance with this Agreement, subject to certification, verification, deductions, recoveries and compliance with Applicable Law; and
- o) it shall retain all decision-making authority in respect of selection approval, deployment requirement, performance review, continuation, replacement and termination of deployment.

10 Verification

- 10.1 NHB shall be entitled to verify any statement, information, document, affidavit, undertaking, record, payment proof, attendance record, qualification document, experience certificate or compliance document submitted by the Service Provider.
- 10.2 If any statement, information or document is found to be false, misleading, forged, incomplete or suppressed, NHB may take action under this Agreement and Applicable Law, including withholding of payment, recovery, invocation of Performance Security, termination and debarment/blacklisting action, as applicable.

11 Variation

- 11.1 NHB may modify, increase, decrease, suspend or discontinue the number, category, place or duration of deployment of Personnel based on CDP requirements, availability of funds, performance, administrative necessity or instructions of the competent authority.
- 11.2 Any additional requirement for Personnel or change in Scope of Services shall be governed by the RFP, this Agreement and the specific written requisition/instruction issued by NHB. No variation shall entitle the Service Provider to any additional payment except the prescribed Honorarium, admissible payments and accepted Service Charge, unless specifically approved by NHB in writing.

12 Indemnification and Liability

- 12.1 The Service Provider (the "Indemnifying Party") hereby indemnifies, agrees and undertakes that from the Effective Date and thereafter during the Term and even after expiry of the Term or upon the earlier

Termination of the Agreement, that it shall keep indemnified and otherwise saved and harmless, the NHB (the "Indemnified Party"), its agents and employees, from and against any and all claims, demands made against and/ or loss caused and/ or the damages suffered and/ or cost, charges/expenses incurred or put to and/ or penalty levied and/ or any claim due to injury or death of any person as a result of any acts, deeds or thing done or omitted to be done by the Indemnifying Party or as a result of failure on the part of Indemnifying Party to perform any of its obligations or on the Indemnifying Party committing breach of any of the terms and conditions or on the failure of the Indemnifying Party to perform any of its statutory duties and/ or obligations or failure or negligence on the part of the Indemnifying Party to comply with any Applicable Laws or applicable permits or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party including end users or Government authority or as a result of any failure or negligence or default of the Indemnifying Party in connection with or arising out of the Agreement and / or arising out of or in connection with the Indemnifying Party's use and occupation of the Project Site or the Software used to deliver the Services.

13 Consideration

- 13.1 The Service Provider shall submit monthly invoices to NHB in the prescribed format, in accordance with Annexure 2, along with attendance records, leave details, Personnel-wise Honorarium statement, proof of payment of Honorarium through banking channels, SHM/NHB certification and such other documents as may be required by NHB.
- 13.2 Payment shall be made on the basis of the prescribed Honorarium and other admissible amounts payable to the deployed Personnel, together with the Service Charge quoted by the Service Provider and accepted by NHB, subject to certification of attendance and satisfactory performance by SHM/NHB.
- 13.3 No payment shall be admissible for unauthorised absence, uncertified attendance, period of non-deployment or Services not rendered. Any excess payment, wrong claim, duplicate claim, unauthorised deduction, deficient service, penalty or other recoverable amount may be adjusted from the invoices, Performance Security or any other dues payable to the Service Provider.
- 13.4 The Service Provider shall ensure that the Honorarium and other admissible amounts are paid to the deployed Personnel in full and within the prescribed timelines. The Service Provider shall not deduct, curtail, retain, withhold or recover any part of such payment except deductions mandatorily required under Applicable Law.
- 13.5 For avoidance of doubt, NHB/SHM shall not make any separate payment or reimbursement towards EPF, ESIC, gratuity, bonus, insurance, statutory challans or any other statutory or employment-related liability over and above the prescribed Honorarium, admissible amounts and accepted Service Charge.
- 13.6 Applicable taxes shall be paid or deducted in accordance with Applicable Law. Payment of an invoice shall not be treated as acceptance of any defective, deficient or non-compliant Service, and NHB shall retain the right to recover any amount found payable or recoverable at a later stage.

14 Force Majeure

- 14.1 Neither Party shall be liable for failure to perform its obligations to the extent such failure is caused by an event beyond its reasonable control, including acts of God, war, riots, natural calamity, epidemic, fire, flood, earthquake, government restrictions or any other event recognised as force majeure under Applicable Law.
- 14.2 The affected Party shall promptly notify the other Party and take reasonable steps to minimise the effect of such event. Force majeure shall not excuse payment of amounts already due, confidentiality obligations, statutory compliance obligations, return of records or obligations relating to protection of official data.
- 14.3 Non-availability, resignation, absence, internal dispute, financial difficulty, labour issue, failure to arrange Personnel or failure to maintain statutory compliance by the Service Provider shall not be treated as a Force Majeure Event.

15 Performance Standards

- 15.1 The Service Provider shall, at all times during the Term of this Agreement, perform the Services in accordance with the minimum service obligations, timelines, service levels and key performance indicators specified in Annexure 3, which shall form an integral part of this Agreement.
- 15.2 The Service Provider shall maintain necessary records, reports and supporting documents to demonstrate compliance with the SLA and shall submit monthly reports to NHB/SHM within the timeline prescribed in Annexure 3 or as otherwise directed by NHB/SHM.
- 15.3 NHB/SHM shall be entitled, either directly or through authorised representatives, to verify compliance with the SLA by way of review of records, attendance, reports, payment proofs, deployment status, replacement records, field feedback or any other relevant documents. The Service Provider shall extend all cooperation for such verification.
- 15.4 In the event the Service Provider fails to meet the SLA requirements or timelines specified in Annexure 3, NHB may levy and recover penalties/liquidated damages in accordance with Annexure 3, without prejudice to its right to withhold payments, seek replacement, invoke Performance Security, terminate the Agreement or take any other action available under the Agreement, RFP, GeM terms or Applicable Law.
- 15.5 The SLA may be amended or supplemented only through written approval of NHB. Any such approved amendment shall be recorded as an addendum to Annexure 3 and shall form part of this Agreement.

16 Replacement, Removal and Substitution

- 16.1 The Service Provider shall immediately replace any Personnel who becomes unavailable, resigns, absents without authorization, is found unsuitable, fails to perform, breaches discipline, presents a security risk, has a conflict of interest, breaches confidentiality, engages in misconduct or is otherwise unacceptable to NHB/SHM.
- 16.2 Unless a shorter period is prescribed by NHB/SHM, replacement shall be completed within seven (7) working days from receipt of notice or from the Service Provider becoming aware of the vacancy/unavailability.
- 16.3 The Service Provider shall provide a substitute well in advance if there is probability of any Personnel leaving the assignment due to personal or other reasons. Cost of overlap, handover or transition shall be borne by the Service Provider unless expressly approved by NHB.
- 16.4 NHB/SHM may require dismissal or removal from site of any person employed by the Service Provider who is incompetent, negligent, conflicted, undisciplined, unsuitable or guilty of misconduct, and the Service Provider shall comply forthwith.

17 Records, Audit and Inspection

- 17.1 The Service Provider shall maintain complete records relating to engagement, attendance, payroll, payment, statutory compliances, returns, challans, police verification, medical fitness, leave, replacement, deployment, performance and grievances of Personnel.
- 17.2 NHB/SHM or any authorised auditor, inspection team, Government authority or statutory authority may inspect or verify such records at any time, and the Service Provider shall provide all documents and cooperation required for audit, inspection, review, verification or dispute resolution.
- 17.3 A logbook/register of instances of violation of contractual obligations may be maintained by NHB/SHM in the prescribed format. Each violation may attract penalty in accordance with Schedule 3 or directions issued by NHB.
- 17.4 All records shall be retained for at least five (5) years after expiry/termination of the Agreement or such longer period as required by Applicable Law or NHB.

18 Confidentiality, Data Protection and Intellectual Property

- 18.1 The Service Provider and Personnel shall keep confidential all information, documents, records, data, reports, financial details, farmer/beneficiary information, project information, Government

communications, technical know-how, security arrangements and administrative or organisational matters accessed during the engagement.

- 18.2 No information shall be disclosed to any person or entity except for authorised purposes of the Services, with prior approval of NHB/SHM or as required by law.
- 18.3 All reports, notes, field observations, certifications, recommendations, attendance records, databases, dashboards, geotagged photographs, geo-tagged records and other outputs prepared by Personnel for SHM/NHB under CDP shall be the property of NHB/SHM, as applicable.
- 18.4 The obligations under this clause shall survive expiry or termination of this Agreement.

19 Service Provider Event of Default

- 19.1 The Service Provider shall be deemed to be in default of this Agreement if it fails to cure any default within the period specified in the notice issued by NHB, or where no specific period is provided, within thirty (30) days from the date of receipt of such notice, unless the default has occurred solely due to Force Majeure or breach by NHB.

- 19.2 The following shall constitute Service Provider Default:

- a. failure to perform the Services in accordance with the Agreement, RFP, GeM terms, Scope of Services, SLA or lawful instructions issued by NHB/SHM;
- b. failure to deploy or replace Personnel within the prescribed timelines;
- c. persistent non-performance, defective performance, delay or failure to meet the service levels or key performance indicators specified in Annexure 3;
- d. submission of false, forged, misleading, incomplete or suppressed information, documents, declarations, affidavits or undertakings;
- e. failure to maintain the Performance Security in the prescribed amount, form or validity, or failure to replenish the same within thirty (30) days of invocation or appropriation;
- f. non-payment, short payment, delayed payment, unauthorised deduction, curtailment, withholding or diversion of Honorarium or admissible amounts payable to deployed Personnel;
- g. charging, collecting or recovering any fee, commission, security deposit or other amount from candidates or deployed Personnel;
- h. breach of confidentiality, misuse of official records/data, unauthorised disclosure of information or failure to return records/documents;
- i. statutory non-compliance or any act/omission resulting in claims, penalties, proceedings or liabilities against NHB/SHM/Government of India;
- j. insolvency, bankruptcy, winding up, appointment of receiver/liquidator or any similar event affecting the Service Provider's ability to perform the Services;
- k. abandonment, suspension or discontinuation of Services without prior written approval of NHB;
- l. breach of any material provision of this Agreement which remains uncured within the applicable cure period; or
- m. any act or omission of the Service Provider or its Personnel which is prejudicial to the interest, reputation, functioning or official work of NHB/SHM/CDP.

- 19.2.1 Where the default relates to fraud, misrepresentation, charging of Personnel, unauthorised deduction of Honorarium, breach of confidentiality, data misuse, abandonment of Services or serious misconduct, NHB may take immediate action without granting any cure period.

19.3 NHB Event of Default

- 19.3.1 NHB shall be deemed to be in default only if it fails to make an undisputed payment due and payable under this Agreement within the prescribed period, and fails to cure such default within thirty (30) days from receipt of written notice from the Service Provider.
- 19.3.2 Non-payment or withholding of payment on account of incomplete documents, uncertified attendance, deficient Services, pending verification, recoveries, penalties, statutory deductions, disputes, non-compliance or any default by the Service Provider shall not constitute NHB Event of Default.

20 Termination

20.1 Termination for Service Provider Event of Default

- 20.1.1 If a Service Provider Event of Default occurs and is not cured within the applicable Cure Period, NHB may, by issuing thirty (30) days' prior written notice to the Service Provider, terminate this Agreement with effect from the date specified in such notice.
- 20.1.2 Without prejudice to its right to terminate the Agreement, NHB may, upon occurrence of a Service Provider Event of Default:
- a. suspend, in whole or in part, any payment otherwise due to the Service Provider;
 - b. deduct or withhold from any amount payable to the Service Provider such amount as may be required towards losses, damages, penalties, recoveries or other dues arising from such default;
 - c. require replacement of any Personnel whose conduct, performance, availability or suitability has contributed to the default;
 - d. invoke and appropriate the Performance Security, in whole or in part, towards damages, recoveries, penalties, unpaid dues or other amounts recoverable from the Service Provider; and
 - e. take any other action available under this Agreement, the RFP, GeM terms or Applicable Law.
- 20.1.3 Where the default relates to fraud, misrepresentation, charging of candidates or deployed Personnel, unauthorised deduction or curtailment of Honorarium, breach of confidentiality, misuse of official data/records, abandonment of Services or serious misconduct, NHB may take immediate action without granting any further Cure Period.

20.2 Termination for NHB Event of Default

- 20.2.1 If an NHB Event of Default occurs and is not cured within the applicable Cure Period, the Service Provider may, by issuing thirty (30) days' prior written notice to NHB, terminate this Agreement with effect from the date specified in such notice.
- 20.2.2 Provided that withholding or non-release of payment due to incomplete documents, uncertified attendance, deficient Services, pending verification, recoveries, penalties, statutory deductions, disputes, non-compliance or default by the Service Provider shall not constitute an NHB Event of Default.

20.3 Termination by Mutual Agreement

- 20.3.1 This Agreement may be terminated at any time by mutual written agreement of the Parties, on such terms as may be agreed in writing.

20.4 Termination Payment

- 20.4.1 Upon termination due to a Service Provider Event of Default, the Service Provider shall not be entitled to any compensation, damages, loss of profit or termination payment. NHB shall pay only undisputed amounts for Services duly rendered up to the termination date, after adjustment of penalties, recoveries, liquidated damages, unpaid Personnel dues, excess payments and any other amount recoverable from the Service Provider.
- 20.4.2 Upon termination due to an NHB Event of Default or by mutual agreement, the Service Provider shall be entitled only to undisputed amounts for Services duly rendered up to the termination date, subject to verification, certification, deductions and recoveries under this Agreement.
- 20.4.3 The Performance Security shall be released only after settlement of all claims, recoveries, Personnel dues, return of records/data/documents and completion of handover obligations, subject to deductions, if any.
- 20.4.4 The Service Provider shall not have any further claim against NHB/SHM/Government of India on account of termination, including any claim for loss of business, loss of profit, idle manpower, overheads, compensation or damages, except undisputed amounts expressly payable under this Agreement.

20.5 Exit Management

- 20.5.1 Upon expiry or termination of this Agreement, the Service Provider shall provide all assistance required by NHB/SHM for orderly handover and transition of Services for such period as may be specified by NHB, which shall not ordinarily exceed ninety (90) days unless otherwise agreed in writing.
- 20.5.2 During the exit management period, the Service Provider shall continue to perform such Services as may be required by NHB/SHM to avoid disruption of CDP-related work, including handover of records,

reports, data, attendance details, payment records, deployment details, pending work, login credentials, documents and other materials relating to the Services.

- 20.5.3 The Service Provider shall fully cooperate with NHB/SHM and any replacement agency/personnel appointed by NHB and shall not withhold any record, data, document, payment detail or official material on account of any dispute or pending claim.
- 20.5.4 The Service Provider shall ensure settlement of all lawful dues payable to deployed Personnel up to the effective date of termination/expiry and shall submit proof of such payment to NHB/SHM.
- 20.5.5 Obligations relating to confidentiality, data protection, return of records, statutory compliance, indemnity, audit, payment of Personnel dues and recovery of amounts shall survive expiry or termination of this Agreement.

21 Performance Security

- 21.1.1 The Service Provider shall, for due performance of its obligations under this Agreement during the Term, furnish to NHB, on or before execution of this Agreement or within such timeline as may be prescribed in the RFP/GeM Bid, an irrevocable and unconditional bank guarantee from a scheduled commercial bank for an amount equivalent to five per cent (5%) of the estimated annual contract value or such amount as may be specified in the RFP/GeM Bid, in the format prescribed by NHB/GeM.
- 21.1.2 The Performance Security shall have a minimum validity of twelve (12) months at a time and shall be kept valid and enforceable throughout the Term of the Agreement and for such additional period as may be prescribed for completion of obligations, settlement of dues and resolution of pending claims. The Performance Security shall be renewed at least three (3) months prior to its expiry. The Service Provider may, at its option, furnish the Performance Security for the full duration of the Term in the first instance itself.
- 21.1.3 Until the Performance Security is furnished and accepted by NHB, the Bid Security, if any, shall remain in force and effect. Upon furnishing and acceptance of the Performance Security, the Bid Security shall be released in accordance with the RFP/GeM terms.

21.2 Appropriation of Performance Security

- 21.2.1 Upon occurrence of any default by the Service Provider, NHB shall, without prejudice to its other rights and remedies under this Agreement, the RFP, GeM terms or Applicable Law, be entitled to encash and appropriate the Performance Security, in whole or in part, towards damages, recoveries, penalties, losses, unpaid dues, excess payments or any other amount recoverable from the Service Provider.
- 21.2.2 The Performance Security may be invoked, including in cases of failure to deploy or replace Personnel, non-performance, defective performance, statutory non-compliance, non-payment or short payment of Honorarium, unauthorised deduction or curtailment of Honorarium, charging of any amount from candidates or deployed Personnel, breach of confidentiality, misrepresentation, abandonment of Services or any other material breach of this Agreement.
- 21.2.3 Where the Performance Security is partly or fully invoked, the Service Provider shall replenish it to the required amount or furnish a fresh Performance Security within thirty (30) days from such invocation. Failure to replenish or furnish fresh Performance Security within the prescribed period shall constitute a material default under this Agreement.

21.3 Release of Performance Security

- 21.3.1 The Performance Security shall be released only after satisfactory completion of the Agreement, settlement of all claims and recoveries, payment of all dues payable to deployed Personnel, return of records/data/documents, completion of handover obligations and discharge of all obligations by the Service Provider, subject to deductions or recoveries, if any.
- 21.3.2 The release of Performance Security shall not affect NHB's right to recover any amount subsequently found recoverable from the Service Provider under this Agreement, the RFP, GeM terms or Applicable Law.

22 Governing Law and Dispute Resolution

22.1 Governing Law and Jurisdiction

- 22.1.1 This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of India.
- 22.1.2 Subject to the dispute resolution mechanism provided herein, the competent courts at Gurugram, Haryana shall have exclusive jurisdiction in relation to any proceeding arising out of or in connection with this Agreement.

22.2 Dispute Resolution

- 22.2.1 If any dispute, difference or claim arises between the Parties in connection with this Agreement, the Parties shall first endeavour to resolve the same amicably through mutual consultation. The attempt at amicable resolution shall continue for a period of thirty (30) days from the date on which one Party notifies the dispute to the other Party, unless the Parties mutually agree to extend such period.
- 22.2.2 If the dispute is not resolved amicably within the aforesaid period, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 22.2.3 The arbitral tribunal shall consist of a sole arbitrator appointed mutually by the Parties. The seat and venue of arbitration shall be Gurugram, Haryana, and the language of arbitration shall be English.
- 22.2.4 The arbitral award shall be final and binding on the Parties. During pendency of the dispute, the Service Provider shall continue to perform its undisputed obligations under this Agreement, unless otherwise directed by NHB.

23 Miscellaneous

23.1 Notices

- 23.1.1 Any notice, demand, communication or request under this Agreement shall be in writing and shall be delivered by hand, registered post, speed post, courier or official email to the address/email notified by the respective Party.
- 23.1.2 A notice shall be deemed to have been received:
- a. if delivered by hand, on the date of delivery against acknowledgement;
 - b. if sent by registered post/speed post/courier, on the date of delivery as evidenced by tracking or acknowledgement; and
 - c. if sent by official email, on successful transmission, unless a delivery failure notification is received.
- 23.1.3 The initial addresses and email details of the Parties shall be as specified below or as subsequently notified in writing:
- For NHB:
[•]
- For the Service Provider:
[•]

23.2 No Partnership, Joint Venture or Employment Relationship

- 23.2.1 Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, association, fiduciary relationship, employer-employee relationship, master-servant relationship, deputation, absorption, regularisation or service relationship between NHB/SHM/Government of India and the Service Provider or its Personnel.
- 23.2.2 The Service Provider shall remain an independent contractor responsible for performance of the Services and for all administrative, contractual, payroll, disciplinary, statutory and compliance obligations relating to the Personnel engaged or deployed by it.

23.3 No Authority to Bind NHB/SHM

- 23.3.1 The Service Provider and its Personnel shall not act as agents of NHB, SHM or Government of India and shall have no authority to bind NHB/SHM/Government of India in any manner, unless specifically authorised in writing by the competent authority.
- 23.3.2 The Service Provider and its Personnel shall not issue approvals, sanctions, commitments, certifications or representations on behalf of NHB/SHM unless expressly authorised in writing.

23.4 Ownership and Return of Records

- 23.4.1 All records, reports, data, documents, attendance records, payment records, field observations, photographs, communications, presentations, notes, login credentials, materials and other information prepared, collected, accessed or generated by the Service Provider or its Personnel in connection with the Services shall belong to NHB/SHM, as applicable.
- 23.4.2 Upon expiry, termination or whenever required by NHB/SHM, the Service Provider shall immediately return or hand over all such records, documents, data, materials and credentials in the manner directed by NHB/SHM, without any additional cost.
- 23.4.3 The Service Provider shall not retain, copy, disclose, misuse, alter, destroy or withhold any such record, document, data or material without prior written approval of NHB/SHM.

23.5 Publicity

- 23.5.1 The Service Provider shall not make any public announcement, advertisement, social media post, media release or disclosure regarding this Agreement, NHB, SHM, CDP or the Services without prior written approval of NHB.
- 23.5.2 The Service Provider shall not use the name, logo, identity, records or information of NHB/SHM/CDP for any publicity, marketing or commercial purpose without prior written approval.

23.6 Time is of the Essence

- 23.6.1 Time shall be of the essence in respect of all timelines, milestones, deployment schedules, replacement timelines, reporting requirements, invoice submission, payment to Personnel, compliance requirements and other obligations specified under this Agreement, the RFP, GeM terms, Scope of Services or SLA.
- 23.6.2 Any delay or failure by the Service Provider to comply with such timelines may be treated as breach of this Agreement and may attract penalties, deductions, withholding of payment, invocation of Performance Security, termination or any other action available to NHB.

23.7 Amendment

- 23.7.1 No amendment, modification, waiver or supplement to this Agreement shall be valid unless made in writing and signed or approved by the authorised representatives of both Parties.
- 23.7.2 Any amendment shall also be subject to the applicable RFP, GeM terms, Applicable Law and approval of the competent authority.

23.8 Survival

- 23.8.1 The provisions relating to confidentiality, data protection, return of records, statutory compliance, payment of Personnel dues, indemnity, audit, recovery, dispute resolution, termination consequences and any accrued liabilities shall survive expiry or termination of this Agreement.

23.9 Waiver

- 23.9.1 No waiver of any provision of this Agreement shall be valid unless made in writing by the Party granting such waiver.
- 23.9.2 No failure or delay by NHB in exercising any right, remedy or power under this Agreement shall operate as a waiver of such right, remedy or power. Any waiver granted in one instance shall not be treated as waiver of any other or subsequent breach.

23.10 Entire Agreement

- 23.10.1 This Agreement, together with the RFP, GeM Bid, GeM General Terms and Conditions, applicable GeM Service Specific Terms and Conditions/SLA, Buyer Added Bid Specific Additional Terms and Conditions, Letter of Award/work order, Scope of Services, annexures, schedules, corrigenda and accepted Financial Bid, constitutes the entire understanding between the Parties in relation to the Services.

23.11 Severability

- 23.11.1 If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be deemed modified or deleted to the limited extent necessary, and the remaining provisions shall continue to remain valid and enforceable, provided that the fundamental terms of the Agreement are not affected.

23.12 Counterparts

23.12.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same document.

23.13 Independent and Cumulative Rights

23.13.1 The rights and remedies of NHB under this Agreement are independent, cumulative and without prejudice to any other rights or remedies available under the RFP, GeM terms, Applicable Law or otherwise.

23.13.2 Exercise or non-exercise of any right or remedy by NHB shall not prejudice or restrict the exercise of any other right or remedy.

23.14 Confidentiality

23.14.1 The Service Provider and its Personnel shall maintain strict confidentiality of all official, financial, technical, operational, administrative, beneficiary, project, data-related and other information received, accessed, generated or handled in connection with the Services.

23.14.2 Such information shall not be disclosed to any third party except where such disclosure is:

- a. required for performance of obligations under this Agreement;
- b. required under Applicable Law or by a competent authority; or
- c. specifically approved in writing by NHB/SHM.

23.14.3 The Service Provider shall ensure that all Personnel, employees, representatives and persons acting on its behalf comply with confidentiality obligations. These obligations shall survive expiry or termination of this Agreement.

23.15 Order of Precedence

23.15.1 This Agreement shall be read together with the GeM Bid, GeM General Terms and Conditions, applicable GeM Service Specific Terms and Conditions/SLA, Buyer Added Bid Specific Additional Terms and Conditions, RFP, corrigenda/addenda, Letter of Award/work order, Scope of Services, annexures and accepted Financial Bid.

23.15.2 In case of inconsistency, the documents shall be applied in the following order, unless otherwise required under Applicable Law or the GeM framework:

- a. Applicable Law;
- b. GeM General Terms and Conditions and applicable GeM Service Specific Terms and Conditions/SLA;
- c. Buyer Added Bid Specific Additional Terms and Conditions;
- d. Letter of Award/work order and this Agreement;
- e. RFP, corrigenda/addenda, Scope of Services and annexures; and
- f. Service Provider's Bid, to the extent accepted by NHB.

23.16 Assignment and Subcontracting

23.16.1 The Service Provider shall not assign, transfer, subcontract, sublet or otherwise part with any right, obligation or liability under this Agreement without prior written approval of NHB.

23.16.2 Any unauthorised assignment, transfer, subcontracting or subletting shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

For National Horticulture Board	For [Name of Agency]
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____

Date: _____	Date: _____
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Annexure 1 - Scope of Work and Position-wise Deliverables

The detailed scope of work is provided as Appendix I Annexure I to the RFP and it shall form integral part of this agreement.

Annexure 2 – Subject Matter Specialist/ Expert Requirement and Remuneration Matrix

Personnel	Minimum qualification & Experience	Honorarium*	TA/DA
SME - Horticulture/Agribusiness	The candidate shall possess a postgraduate degree or equivalent in Horticulture/ Agriculture/ Agribusiness, or a related discipline, along with a minimum of ten (10) years of experience in project development and implementation within the horticulture value chain sector.	80,000.00/ Month	As per actuals subject to a maximum of 10,000/month
M&E Expert	The candidate shall hold a postgraduate degree or equivalent in Finance/ Management/ Administration/ Economics, or a related field, coupled with six to ten (6-10) years of relevant experience in the field.	70,000.00 / Month	As per actuals subject to a maximum of 10,000/month
Infrastructure Expert	The candidate shall hold a graduate degree or equivalent in Civil /Engineering or a related field, with six to ten (6-10) years of procurement experience in government projects.	70,000.00/ Month	As per actuals subject to a maximum of 10,000/month

***Note:**

1. The honorarium payable to the Personnel shall be inclusive of all applicable components and statutory liabilities. No additional payment towards EPF, ESI, gratuity, bonus, insurance, or any other statutory or contractual benefits shall be payable over and above the honorarium prescribed for the respective Service Providers under the MIDH Guidelines, as amended from time to time.
2. No additional payment shall be made by the SHM/NHB to the Service Providers.
3. Any other Manpower as requested by NHB shall be in accordance with the MIDH Cost Norms as amended from time to time.

4. The experts shall be provided with 2 (two) paid leaves per month. Any additional leaves availed by the Personnel onboarded shall be deducted proportionately from their monthly payable honorarium.

Annexure 3 - Service Levels and Indicative Penalties

The following penalties are without prejudice to NHB's right of replacement, withholding of payment, recovery, invocation of Performance Security or termination in accordance with the terms of this Agreement.

Default	Indicative consequence	Verification
Delay in submission of required eligible CVs/resumes within prescribed timeline	Penalty per day per position: proportionate deduction from Service Charges payable to the Agency. Continued delay beyond the prescribed timeline may attract further action under the Agreement.	Date of requisition vis-à-vis date of submission of eligible CVs/resumes
Delay in deployment/replacement	Penalty per day per position: proportionate deduction from Service Charges payable to the Agency.	Date of approval/replacement direction vis-à-vis actual date of deployment
Unauthorised absence / uncertified attendance	No payment for period of absence; replacement in case of repeated defaults.	Attendance records and SHM/NHB certification
Non-submission of statutory challans/proofs	Withholding of invoices/payments and recovery of dues, if applicable.	Verification of statutory challans, returns and supporting records
Breach of confidentiality/data misuse	Immediate removal of personnel, imposition of penalty, termination and/or legal action, as applicable.	Records, investigation, complaint or findings establishing such breach
Deployment of unverified/unsuitable personnel	Immediate replacement, penalty and/or termination, as applicable.	Verification of qualifications, credentials, deployment records or findings of NHB/SHM
Repeated poor performance/non-responsiveness	Warning, penalty, replacement of personnel and/or termination, as applicable.	Performance review, reports or assessment by NHB/SHM

Annexure 4 Performance Security

Refer to Clause 21

[Place]

[Date]

WHEREAS:

A. [Name of Service Provider], a [company/LLP/partnership firm/society/trust/other eligible legal entity] incorporated/registered under [●] and having its registered office at [●] (hereinafter referred to as the “Service Provider”), and National Horticulture Board, having its office at Plot No. 85, Sector-18, Institutional Area, Gurugram - 122015, Haryana (hereinafter referred to as “NHB” or the “Authority”), have entered into an Agency Agreement dated [●] (the “Agreement”) for engagement of the Service Provider for providing Subject Matter Specialist/ Expert and other approved personnel for supporting implementation of the Cluster Development Programme, subject to and in accordance with the provisions of the Agreement, RFP, GeM Bid and applicable GeM terms.

B. The Agreement requires the Service Provider to furnish Performance Security to NHB for an amount equivalent to five per cent (5%) of the estimated annual contract value, being INR [●] (Rupees [●] only) (the “Guarantee Amount”), as security for due and faithful performance of its obligations under and in accordance with the Agreement.

C. We, [Name of Bank], through our branch at [●] (the “Bank”), have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby unconditionally and irrevocably guarantees and affirms as follows:

The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Service Provider’s obligations under the Agreement and agrees to pay to NHB, upon its first written demand and without any demur, reservation, recourse, contest, protest or reference to the Service Provider, such sum or sums up to an aggregate amount not exceeding the Guarantee Amount, as may be claimed by NHB.

A written demand from NHB stating that the Service Provider has committed default in due and faithful performance of its obligations under the Agreement shall be conclusive, final and binding on the Bank. The Bank shall not question the grounds or reasons for such demand, notwithstanding any dispute between NHB and the Service Provider pending before any court, tribunal, arbitrator or any other authority.

For the purpose of giving effect to this Guarantee, NHB shall be entitled to act as if the Bank were the principal debtor. Any change in the constitution of the Service Provider or the Bank shall not affect the liability or obligation of the Bank under this Guarantee.

NHB shall not be required to proceed against the Service Provider or enforce any other remedy before invoking this Guarantee.

NHB shall have the liberty, without affecting the liability of the Bank under this Guarantee, to vary the terms of the Agreement, extend time for performance, postpone or forbear from enforcing any right or remedy against the Service Provider, and such act, omission, indulgence or forbearance shall not release the Bank from its obligations under this Guarantee.

This Guarantee is in addition to and not in substitution of any other security, guarantee, right or remedy available to NHB under the Agreement, RFP, GeM terms or Applicable Law.

The liability of the Bank under this Guarantee shall be restricted to the Guarantee Amount. This Guarantee shall remain valid for the period specified herein and unless a written demand or claim is made by NHB on the Bank within six (6) months from the date of expiry of this Guarantee, the Bank shall be discharged from its liability hereunder.

This Performance Security shall have a minimum validity of twelve (12) months and shall be renewed by the Service Provider at least three (3) months prior to its expiry so as to keep it valid during the Term of the Agreement and for such additional period as may be required under the Agreement. If the Performance Security is not renewed within the aforesaid timeline, NHB shall be entitled to invoke the entire Guarantee Amount.

In the event any part of this Guarantee is invoked or appropriated by NHB, the Service Provider shall replenish the Performance Security to the required amount or furnish a fresh Performance Security within the timeline prescribed in the Agreement. Failure to replenish or furnish fresh Performance Security shall entitle NHB to take action under the Agreement.

The Bank undertakes not to revoke this Guarantee during its currency except with the prior written consent of NHB. The Bank declares that it has full power to issue this Guarantee and that the person signing this Guarantee is duly authorised to do so on behalf of the Bank.

Any demand, notice or communication under this Guarantee may be sent by NHB to the Bank at its above-mentioned branch address or such other address as may be notified by the Bank in writing. The Bank shall honour such demand immediately in accordance with the terms of this Guarantee.

This Guarantee shall come into force with immediate effect and shall remain valid up to [●], unless released earlier by NHB in writing.

Signed and sealed this [●] day of [●], 20[●] at [●].

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank

Signature:

Name:

Designation:

Address:

Seal of Bank:

Annexure 5 - Undertaking by Subject Matter Specialist/ Expert

I, [Name], deployed through [Service Provider] as [Position], hereby undertake that:

- I am not an employee of NHB, SHM or Government of India and shall not claim absorption, regularisation, compensation or service benefits from them.
- I shall comply with all directions issued by SHM/NHB for CDP-related work.
- I shall maintain confidentiality of all official information, documents, records, beneficiary information and project data.
- I shall not engage in conflict-of-interest, corrupt, fraudulent or unauthorised activities.
- I shall return all records, documents, devices and materials upon completion or withdrawal from deployment.

Signature: _____ Date: _____

APPENDIX II

ANNEXURE-I
Letter Comprising the Technical Bid
(Refer Clause 2.13.3)

Dated:

To,

.....
.....
.....

Sub: RFP for Engagement of a Manpower Agency for Providing Subject Matter Specialist/ Expert for the Cluster Development Programme of National Horticulture Board

Dear Sir,

1. With reference to your RFP document dated 14-09-2026, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, augmentation, operation and management of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority

- b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.
 9. I/ We believe that we satisfy(s) the average annual Turnover and Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.¹
 13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-V thereof. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
 14. I/We further certify that we or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 18. I/ We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising

¹ In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedules.....hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

19. The Statement of Legal Capacity as per format provided at Annex-I in Appendix-II of the RFP document, and duly signed, is enclosed.
 20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
 21. I/ We have the required Technical Experience in accordance with Clause 2.2.2 of the RFP.
 22. I/ We offer a Bid Security of INR ₹7,20,000 (Rupees Seven Lakh Twenty Thousand Only) to the Authority in accordance with the RFP Document.
 23. The Bid Security in the form of a {Demand Draft/ NEFT/RTGS} has been submitted.
 24. The documents accompanying the Bid, required to be submitted in original as specified in Clause 2.13.4 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid for *****" and the documents specified in Clause 2.13.3 have been uploaded/ are being uploaded on the Official Website.
 25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
 26. The Service Charge has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
 27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
 28. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
 29. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Service Agreement.
- In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

ANNEXURE-II
General Information of the Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) E-mail Address:
5. The following information shall also be provided for the Bidder
Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)?		

2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEXURE-III
Financial Capacity of the Bidder
(Refer to Clauses 2.2.2 and 2.2.4 and 3.2 of the RFP)

Name of single entity Bidder:

A. Net Worth

Bidder	Positive Net Worth

B. Turnover

Bidder	Annual Turnover (In Rs. crore)		
	Year 1	Year 2	Year 3
TOTAL			
Average Annual Turnover:			

Name & address of Bidder's Bankers:

C. Note:

For conversion of US Dollars to rupees, the rate of conversion shall be Rupees [88 (Eighty-eight)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.8.

Instructions:

1. The single entity Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:

- (a) reflect the financial situation of the single entity Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.

ANNEXURE-IV

Technical Capacity of the Bidder

(Refer to Clauses 2.2.2 and 2.2.3 of the RFP)

(To be provided each project separately on CA's Letter head. The projects shall be for Similar Services as defined in Pre-Qualification Criteria point no. 5)

Name of single entity Bidder:

Details of the Project:

Item	Particulars of the Project
Name of the Project	
Name and details of the Client for whom the project has been Undertaken	
Total Value of the Project	
Annualised Value of the Project	
Services provided in the Project	
Location (State) If the services have been provided in more than one state kindly specify the details for all the states.	
Other details	

Notes:

To submit the supporting documents as per Clause 2.2.2 for each project that is submitted for evaluation. Provide details of only those projects that have been undertaken by Bidder.

ANNEXURE-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorised signatory)
For and on behalf of.....

ANNEXURE- VI

Power of Attorney for signing of Bid²

(Refer Clause 2.1.8)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Selection of Service Provider to Design, Develop, Operate and Maintain Registration Offices and Services in the State of Punjab on PPP Mode proposed or being developed by the..... (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

DAY OF 2.....

For

(Signature, name, designation and address)

Witnesses:

1.
2.

(Notarised)

² To be submitted in original

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III

Letter comprising the Financial Bid

(Refer Clause 2.1.4)

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Financial Bid for Project: RFP for Engagement of a Manpower Agency for Providing Subject Matter Specialist/ Expert for the Cluster Development Programme of National Horticulture Board

I/We,.....(Bidder's name) herewith submit the following Financial Bid for undertaking the Project in accordance with the Bidding Documents and the Agency Agreement:

S.No	Service Charge expressed as a Percentage of total Honorarium paid to the Personnel per annum.	Applicable Taxes

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

[Note: The Financial Bids to be submitted strictly as per this format on the Official Website only.]

APPENDIX-IV
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

Sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX-V Estimated Project Cost

Per Cluster Cost (Per Annum)

Resource	Monthly Honorarium (₹)	Annual Honorarium (₹)
SME - Horticulture/Agribusiness	80,000	9,60,000
M&E Expert	70,000	8,40,000
Infrastructure Expert	70,000	8,40,000
Total Honorarium per Cluster	2,20,000	26,40,000

TA/DA

Resource	Monthly TA/DA Cap (₹)*	Annual TA/DA (₹)
SME	10,000	1,20,000
M&E Expert	10,000	1,20,000
Infrastructure Expert	10,000	1,20,000
Total TA/DA per Cluster	30,000	3,60,000

**The TA/DA shall be as per actuals subject to a maximum of the herein prescribed limit.*

Total Annual Cost per Cluster

Component	Amount (₹)
Honorarium	26,40,000
TA/DA	3,60,000
Total per Cluster per Annum	30,00,000

Summary

Component	Per Cluster (₹/Year)	12 Clusters (₹/Year)
Honorarium + TA/DA (maximum admissible)	30,00,000	₹3,60,00,000

Total estimated annual project cost for 12 clusters = ₹3.60 Crore (including TA/DA at maximum permissible limits).

The estimated project cost of ₹3.60 Crore per annum has been calculated based on the current requirement of 12 approved clusters only. The number of clusters under the Cluster Development Programme may increase during the Contract Period upon approval by NHB. In such event, the selected Agency shall be required to deploy additional resources for the newly approved clusters in

accordance with the terms of the Contract, and the Contract value shall increase proportionately based on the approved per-cluster rates and the number of additional clusters approved by NHB.