Request for Proposal

for

“Selection of Strategy & Transaction Advisory Consultant (STAC) for providing Integrated Consultancy Services for assisting HIHMCL to Operationalize the India International Horticulture Market (IIHM), Ganaur, Distt. Sonepat (Haryana)”

August, 2026

Haryana International Horticultural Marketing Corporation Limited (HIHMCL)

Plot No.: Mandi Bhawan, C-6, Sector 6, Panchkula-134109, Haryana, India

Haryana International Horticultural Marketing Corporation Limited (HIHMCL)

(A Government of Haryana Undertaking)

Notice Inviting

"Request for Proposal through Competitive Bidding"

for

Selection of Strategy & Transaction Advisory Consultant (STAC) for providing Integrated Consultancy Services for assisting HIHMCL to Operationalize the India International Horticulture Market (IIHM), Ganaur, Distt. Sonepat (Haryana)

Haryana International Horticultural Marketing Corporation Limited (HIHMCL) headquartered at Panchkula / Ganaur, Haryana intends to identify an experienced firm for providing Transaction Advisory & Integrated Consultancy Services, for operationalizing the India International Horticulture Market (IIHM), Ganaur, Distt. Sonepat (Haryana) as per the detailed scope of Work in the RFP document.

Brief particulars of the Project are as follows:

Location	Consultancy Work	Earnest Money Deposit	Document Fee
Ganaur, District Sonepat, Haryana	Selection of Strategy & Transaction Advisory Consultant (STAC) for providing Integrated Consultancy Services for assisting HIHMCL to Operationalize the India International Horticulture Market (IIHM), Ganaur, Distt. Sonepat (Haryana)	Rs. 1,00,000 (Rupees One Lakh only)	Nil

Disclaimer

The information contained in this Request for Proposal (the "RFP") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Haryana International Horticultural Marketing Corporation Limited (hereinafter referred to as the "HIHMCL") or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the HIHMCL to the Prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their technical & financial offers pursuant to this RFP ("Proposal"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the HIHMCL in relation to the consultancy Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the HIHMCL or its employees or advisers to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the Project Information, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The HIHMCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The HIHMCL, its employees and advisers make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The HIHMCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

The HIHMCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the HIHMCL is bound to select an Applicant or to appoint the Selected Applicant/Agency, as the case may be, for the consultancy Project and the HIHMCL reserves the right to reject all or any of the Applicants or Proposals without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentation which may be required by the HIHMCL, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the HIHMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Data Sheet:

Tender Date	27.08.2026
Description	Selection of Strategy & Transaction Advisory Consultant (STAC) for providing Integrated Consultancy Services for assisting HIHMCL to operationalize the India International Horticulture Market (IIHM), Ganaur, Distt. Sonepat (Haryana)
Pre-Proposal Conference	07.09.2026 at 11:00 AM
Last date for receipt of pre-bid queries	10.09.2026 upto 5:00 PM
Response to pre-bid queries	15.09.2026 upto 5:00 PM
Submission of bids	**22.09.2026 upto 5:00 PM**
Date & Time of opening technical bid	24.09.2026 at 02:00 PM
Date & Time of Technical Presentation	28.09.2026 at 03:00 PM
Date & Time of opening financial bid	30.09.2026 at 12:00 Noon
Name, Designation, and contact details of the department	Chief Engineer, Haryana International Horticultural Marketing Corporation Limited (HIHMCL), C-6, Sector-6, Mandi Bhawan, Panchkula-134109, Haryana, India. Mobile No: 8396800038

Background:

The HSAM Board incorporated the Haryana International Horticultural Marketing Corporation Limited (HIHMCL) in 2018 under the provisions of the Companies Act, 2013 to own, develop, operate, and manage the India International Horticulture Market at Ganaur and other places with following objectives:

- To set up a Market of International Standards for handling of Fruits, Vegetables, and other perishables, develop infrastructure and other related facilities for this purpose, initially at Ganaur later on at any other location in the State of Haryana as may be decided from time to time.
- To carry out all business relating to Agricultural Marketing and allied commodities to make the Project sustainable and enter into contract with different stakeholders in India & Abroad and to collaborate, co-ordinate, participate with different International and National Professional Agencies for equity participation, O&M contracts, marketing of markets, royalty, asset monetization etc., earn revenues by undertaking activities like food courts, gas station, business tower, cash and carry, retail, shopping malls, multiplex, and advertisements on EPC basis or otherwise, either individually or jointly with other firms/undertakings.
- To provide high quality of services to various stakeholders, create sustainable business models, access to quality infrastructure to farmers and traders, undertake core and non-core functions, bundling of services, engagement of service partners, innovative and creative sources of funding and revenue, monetization of services etc.

India International Horticulture Market at Ganaur

- Haryana International Horticultural Marketing Corporation Ltd. (HIHMCL) is setting up an Ultra-Modern Fruit and Vegetable Market at Ganaur, District Sonipat of Haryana. HIHMCL has acquired a piece of land measuring 544 acres on National Highway-44 for this purpose.
- The Market will have modern sale systems and infrastructure facilities with the latest technology and advance management systems to ensure a fair and transparent price to the produce brought by farmers in the proposed Market in a free market environment.
- The market has been designed, equipped, and conceptualized based on a consultative process with state-of-art facilities at par with the best markets internationally. Special attention has been paid to understand the socioeconomic background of farmers and traders.
- The market will address all requirements of farmers, traders, their linkages, service providers with the most modern common amenities and facilities.
- The Fruit & Vegetable market at Ganaur will provide a mega-scale aggregation and dispatch market of agricultural produce, at the most convenient location. This market will be equipped with state-of-art facilities at par with contemporary international standards to focus on substantial growth in the production, export, and modernization of trade.
- The market will have cool chain, electronic grading, ripening chambers, quality control laboratory for testing and certification, banking support, electronic display boards, cash spot payment to the growers, one-stop shopping for input, extension services, information kiosk, etc. that will benefit the growers, traders, and consumers.
- Development works for the project are underway and expected to be completed by December, 2026. Details of the various facilities being created at the site are as under: (Annexure-A).

A Detailed Project Report for the Project was prepared in September 2020. The said report, together with the financial model annexed to it, proceeded on a construction period commencing in the financial year 2021-22 and on commencement of market operations in the financial year 2023-24. The scope of services under this RFP accordingly requires the Consultant to re-validate the said report in the manner set out at Schedule PMC-1.

TABLE OF CONTENTS

Request for Proposal	
1. Introduction	8
2. Instructions to Applicants	10
a. General	10
b. Documents	19
c. Preparation and Submission of Proposal	20
d. Evaluation Process	24
e. Appointment of Consultant	26
3. Criteria for Evaluation	27
4. Fraud and Corrupt Practices	31
5. Pre-Proposal Conference	32
6. Miscellaneous	32
Schedules	
Schedule PMC-1: Terms of Reference (ToR) for Strategy & Transaction Advisory Consultant	33
Schedule PMC-2: Guidance Note on Conflict of Interest	44
Schedule PMC-3: Form of Agreement	46
Appendices	
Appendix PMC-I: Technical Proposal	47
Form PMC-1: Letter of Proposal	47
Form PMC-2: Particulars of the Applicant	49
Form PMC-3: Statement of Legal Capacity	50
Form PMC-4: Power of Attorney	51
Form PMC-5: Financial Capacity of the Applicant	53
Form PMC-6: Particulars of Key Personnel	54
Form PMC-7: Relevant Experience of the Applicant	55
Form PMC-8: CVs of Key Personnel	56
Form PMC-9: Undertaking Regarding Office of the Applicant Firm	58
Appendix PMC-II: Financial Proposal	59
Annexures	
Annexure-A: Operational Procedure and Details of Sheds	61
Annexure-B: Acceptance Criteria for Deliverables	63
Annexure-C: Format of Bank Guarantee for Mobilisation Advance	65
Annexure-D: Performance Thresholds	66

1. INTRODUCTION

1.1 Objective: To select a "Strategy & Transaction Advisory Consultant" (STAC) for a period of 3 (three) years.

1.2 Requests for Proposal

1.2.1 HIHMCL invites proposals from interested firms (the "Proposals") for appointment as Strategy & Transaction Advisory Consultant (the "Consultant") to render consultancy services as per the Terms of Reference annexed as Schedule PMC-1.

1.2.2 HIHMCL intends to select the Consultant through a bidding process in accordance with the procedure set out in the RFP document.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to HIHMCL office in Panchkula, Haryana and to the Project site at Ganaur, and also by sending their written queries to HIHMCL by the date and time specified in Clause 1.7.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 (ninety) days from the Proposal Due Date (the "PDD").

1.5 Brief description of the Selection Process

For selection of the Strategy & Transaction Advisory Consultant, HIHMCL has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals submitted by consultancy firms comprising of technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.1. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant shall be the winning bidder (the "Selected Applicant") and awarded the Consultancy.

1.6 Currency conversion rate and payment

1.6.1 For the purposes of technical evaluation of Applicants, Rs. 90 per US$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US$ shall be converted into INR 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.

1.6.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.7 Schedule of Selection Process

HIHMCL would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Pre-Proposal Conference	07.09.2026 at 11:00 hours
2	Receipt of Pre-Bid Queries	10.09.2026 by 17:00 hours
3	Response to Pre-Bid Queries	15.09.2026 by 17:00 hours
4	Proposal Due Date or PDD	**22.09.2026 by 17:00 hours**
5	Opening of Technical Proposals	24.09.2026 at 14:00 hours
6	Presentation by Consultant	28.09.2026 at 15:00 hours
7	Opening of Financial Proposals	30.09.2026 at 12:00 hours
8	Issuance of Letter of Award (LOA)	Within 7 days of Opening of Financial Proposal

1.8 Communications

1.8.1 All communications including the submission of Proposal should be addressed to:

The Chief Engineer,
Haryana International Horticultural Marketing Corporation Limited (HIHMCL),
Plot No. C-6, Mandi Bhawan, Sector-6, Panchkula, Haryana-134109, India.
Phone No.: +91-172-2585106
Email: chiefengineer.hihmcl@gmail.com

1.8.2 The Official Website of HIHMCL is: https://hsamb.org.in/

1.8.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

"RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana"

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to scope of services to be provided by the Consultant are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy as per the ToR at Schedule PMC-1, it may participate in the Selection Process (the "Applicant") in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of the Consultant shall be on the basis of the evaluation done by HIHMCL through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that HIHMCL's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical Proposal shall be submitted in the forms at Appendix PMC-I and the Financial Proposal shall be submitted in the form at Appendix PMC-II.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility specified below will be considered for evaluation.

2.2.2To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

(a) Technical & Financial Eligibility:

Sr. No.	Requirement	Specific Requirement & Documents Required
1	Business Profile	• The Bidder should be a Company registered in India under Companies Act, 1956 / Companies Act, 2013, or a Limited Liability Partnership registered under the LLP Act, 2008, or a Partnership Firm registered under the Indian Partnership Act, 1932. • The bidder should be registered with GSTN authorities. • The bidder should have been in existence continuously for at least the last 10 (ten) completed financial years as on the last date of submission of the bid, out of which at least 3 (three) years in providing consultancy in agriculture and agri-business. • Copy of certificate of Incorporation / Registration under the Companies Act 1956 or the latest Companies Act (for Indian companies) / Registered Partnership Agreement / Registration document if the organization is registered under any other Act prevailing in India. • Consultants may associate with other firms to enhance their qualifications but shall indicate clearly whether the association is in the form of a joint venture / consortium (JV/C). One of the JV/C partners must have an office in the NCR. In response to this requirement the Applicant shall submit Form PMC-2 together with the supporting documents specified therein.
2	Turnover	• The Bidder should have an Average Annual Turnover in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25) from consulting services

Sr. No.	Requirement	Specific Requirement & Documents Required
		of at least INR 50 Crore per annum. • Certificate from the Statutory Auditor / Chartered Accountant in practice clearly specifying the turnover from consulting services for the specified years, in the format at Form PMC-5. • Extracts of audited Balance Sheet and Profit & Loss Statement.
3	Experience	• The bidder should have undertaken at least 3 (three) engagements of providing consulting services to agencies operating Food-based / Wholesale fruit and vegetable Market / Food Park in the last ten years, on an area of at least 50 acres in each engagement, or having experience in handling fruit & vegetable volume of 8 lakh MT capacity cumulatively under each engagement. Consulting services should include advisory on defining processes and SOPs for the market terminal for various processes, designing the IT backbone, regulatory compliances, etc. • Copy of Work Order / Contract Agreement or Experience Certificate, in the format at Form PMC-7.
4	Manpower Capability	• The bidder should have at least 100 Resources on the payroll of the Bidder as on the date of submission of the bid. • Undertaking from the Signing Authority and the HR Head of the bidder to this effect.
5	Blacklisting	• Bidder should not be blacklisted or debarred by any Central / State Government / Public Sector Undertaking in India as on the date of the bid. • Self-certified letter by the authorized signatory.

(b) Joint Venture / Consortium (JV/C):

(1) In the case where a consultant is or proposes to be a Joint Venture / Consortium (that is, an association of several persons, firms or companies, hereinafter referred to as JV/C), then in such JV/C:

(a)Members shall not be more than two (02).

(b)No member shall have less than 30% participation.

(c)The Lead member must have at least 51% participation.

(d)The lead member and the various categories of members of the JV/C must be identified.

(2) The JV/C and all members must satisfy all the eligibility requirements in this document.

(3) The JV/C and its members must jointly meet the qualification criteria in Clause 3.1. The technical and experience qualifications of all JV/C members shall be evaluated jointly as per the Evaluation Criteria. However, for the financial criteria of qualification, credentials of the lead member and substantial members (excluding non-substantial members) shall only be considered.

(4) All the members shall be jointly and severally liable for the entire contract if selected in the RFP Process.

(c) Availability of Key Personnel:

The Applicant shall offer and undertake to make available all Key Personnel meeting the requirements specified in Sub-clause (d) below.

(d) Conditions of Eligibility for Key Personnel:

The professionals (the "Key Personnel") required for this assignment are categorized into two groups, the Core Team and the Expert Team. The Core Team shall consist of the Team Leader, the Senior Market Analyst, the Wholesale Market Expert, the Post Harvest Management Expert and the Finance Expert. The Core Team shall be deployed full-time at the Project Office located at Panchkula or Ganaur for the duration specified in this RFP, so as to facilitate coordination and reporting.

The members of the Expert Team, namely the Agri-Policy Expert, the Contracts & Legal Expert, the Miscellaneous & IT Expert, the Research Associate and four Research Analysts, are not required to be stationed at the Project Office. They shall, however, be available for meetings, presentations, site visits and any other task assigned by the Authority throughout the duration of the project.

To ensure consistency across all bids, each bidder is required to map every proposed resource to one of the designated positions within either the Core Team or the Expert Team, as set out below:

Core Team

Sr. No.	Position	Minimum Qualification	Minimum Experience
1	Team Leader / Supply Chain Expert (1 no.)	MBA in Agri-Business Management / Supply Chain / Operations Management / Marketing	• Minimum work experience of 15 years in the field relevant to the position. • Experience in PPP / infrastructure projects. • Experience in designing, planning and operations of agriculture markets is preferred. • Experience in programme management for Central / State Government projects in the agriculture sector.
2	Senior Market Analyst (1 no.)	Post Graduate in Economics / Statistics or MBA in Agribusiness Management or equivalent	• Minimum experience of 6-10 years in the field relevant to the position. • Experience of working with government clients. • Experience in agriculture marketing including exports and imports of horticulture produce.
3	Wholesale Market Expert (1 no.)	PG or MBA in Agri-business Management / M.Sc. Horticulture / Post Harvest Management from a reputed institute	• Minimum 6-10 years of experience in the field relevant to the position. • Experience in programme management with Central / State Government for schemes in the agriculture sector, minimum 3 projects. • Experience in providing services to large Central / State Government agri-marketing, food processing or agri-infrastructure projects.
4	Post Harvest Management Expert (1 no.)	B.Tech / B.Sc. in Agriculture / Horticulture	• Minimum experience of 6-10 years in the field relevant to the position. • Experience of working with Government clients. • Experience in agri-infrastructure cold chain projects.

Sr. No.	Position	Minimum Qualification	Minimum Experience
			• Experience in business development / market linkage / market sourcing in the agriculture, food or allied sector.
5	Finance Expert (1 no.)	CA or PG / MBA in Finance	• Minimum work experience of 10 years in the field relevant to the position. • Experience in demand analysis and financial feasibility in minimum 3 (three) projects in the infrastructure sector in PPP mode. • Work experience with a Bank or Financial Institution.

Expert Team

Sr. No.	Position	Minimum Qualification	Minimum Experience
1	Agri-Policy Expert (1 no.)	PG in Agriculture / Horticulture or Agri-business Management / MBA in Marketing or Operations	• Minimum work experience of 15 years in the field relevant to the position. • Experience of working with a government agency focused on agri-market operations, such as Mandis or APMCs. • Experience in projects related to agriculture retail supply chain and operations of agriculture markets.
2	Contracts & Legal Expert (1 no.)	Graduation in Law	• Minimum work experience of 5-7 years in the field relevant to the position. • Experience in contract matters and review of contract agreements. • Knowledge of the APMC and other related acts and regulations applicable to horticulture markets.
3	Miscellaneous & IT Expert (1 no.)	B.Tech (IT) or MCA	• Minimum work experience of 7 years in the field relevant to the position. • Experience in developing MIS and ERP / SAP. • Experience of IT implementation programmes.
4	Research Associate (1 no.)	Post Graduate in Economics, Statistics, Agri-Economics or Agriculture / Horticulture	• Minimum work experience of 6 years in the field relevant to the position. • Experience in conducting primary and secondary research.
5	Research Analysts (4 nos.)	Graduate in any field	• Minimum work experience of 3 years in the field relevant to the position. • Experience in conducting primary and secondary research.

HIHMCL will provide initial acceptance of the proposed composition of resources. Thereafter, substitution of any team member will be accepted by HIHMCL only under circumstances beyond the control of the Consultant and the concerned personnel, which include reasons of incapacity, health issues, or the employee leaving the organization. The Consultant shall submit the CV of the proposed substitute, having equal or better qualifications and experience, to HIHMCL for approval before deployment. Substitution of Key Personnel shall attract the consequences set out in Clause 8 of Schedule PMC-1.

The Expert Team shall visit the Project Office weekly for an initial period of six months. The team shall also be available for remote advisory support as and when required. The Expert Team shall assist the Core Team in achieving the desired outcomes in accordance with the terms and conditions of the agreement. The Core Team shall remain consistently available throughout the duration of the project.

It is clarified that conditions (a) to (d) above are required to be essentially met by each Applicant. Any Applicant (Single Entity or Consortium) who fails to meet all the conditions (a) to (d) above in this Clause 2.2.2 shall stand disqualified and ineligible for further evaluation of its Proposal.

2.2.3 The Applicant shall enclose with its Proposal a copy of the audited Balance Sheet and Profit & Loss Statement stating its total revenues from consultancy operations during each of the last 3 (three) continuous financial years i.e. 2022-23, 2023-24 and 2024-25, supported by a certificate of the Statutory Auditor of the Applicant, as per the format at Form PMC-5 of Appendix PMC-I.

2.2.4 The Applicant shall submit a Power of Attorney as per the format at Form PMC-4 of Appendix PMC-I.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement, nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.

2.3.2 HIHMCL requires that the Consultant provides professional, objective and impartial advice and at all times holds HIHMCL's interests paramount, avoids conflicts with other assignments or its own interests, and acts without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of HIHMCL.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule PMC-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a)the Applicant or its Associates and any other Applicant, or its Associate (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 or ownership interest of an Applicant or its Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant or its Associate, as the case may be) in the other Applicant or its Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) 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 account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) 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 Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

(b)a constituent of such Applicant is also a constituent of another Applicant; or

(c)such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

(d)such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(e)such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

(f)there is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to HIHMCL for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(g)a firm which has been engaged by HIHMCL to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Associates, will be disqualified from subsequently providing goods or works or services related to the same project. It is clarified that a firm which has prepared or contributed to the preparation of the Detailed Project Report for the Project referred to in the Background to this RFP shall not on that account alone be disqualified from submitting a Proposal, provided that such firm makes full disclosure of that engagement in Form PMC-1 and provided further that HIHMCL shall retain the right to determine, in its sole discretion, whether such engagement gives rise to a Conflict of Interest; or (h)the Applicant or its Associate, and the bidder or concessionaires / contractors, if any, for any project arising out of this Consultancy, its contractor(s) or sub-contractor(s) (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 or ownership interest of an Applicant or its Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or its Associate, as the case may be) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in Section 2(72) of the Companies Act 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under common control with such Applicant, or is deemed or published as an “Associate Office”, or has a formal arrangement such as a tie-up for client referral or technology sharing, or a joint venture with the Applicant (the “Associate”); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers or consultants for a particular assignment or project, not being this Consultancy, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. 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 or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy in terms of this RFP, its Associates, affiliates and the Team Leader, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of any project arising out of this Consultancy, and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment, or to any consulting assignments granted by banks or lenders at any time; provided further that this restriction shall not apply to consultancy or advisory services performed for HIHMCL in continuation of this Consultancy or to any subsequent consultancy or advisory services performed for HIHMCL in accordance with the rules of HIHMCL. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Team Leader of an Applicant or Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Team Leader shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for any project arising out of this Consultancy, they shall make a disclosure to HIHMCL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the applications for such project, and any breach of this obligation of disclosure shall be construed as Conflict of Interest. HIHMCL shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this

Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy.

2.5 Cost of Proposal

The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to HIHMCL, etc. HIHMCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to HIHMCL and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of HIHMCL and the Project site, and ascertaining for themselves the availability of any relevant documents and other data with HIHMCL, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1It shall be deemed that by submitting the Proposal, the Applicant has:

(a) made a complete and careful examination of the RFP;

(b) received all relevant information requested from HIHMCL;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of HIHMCL or relating to any of the matters referred to in Clause 2.6 above;

(d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 hereinabove, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2HIHMCL 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 Selection Process, including any error or mistake therein or in any information or data given by HIHMCL.

2.8 Right to reject any or all Proposals

2.8.1Notwithstanding anything contained in this RFP, HIHMCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, HIHMCL reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered; or

(b) the Applicant does not provide, within the time specified by HIHMCL, the supplemental information sought by HIHMCL for evaluation of the Proposal.

Misrepresentation or improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification or rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified or rejected, then HIHMCL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of HIHMCL, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum or Amendment issued in accordance with Clause 2.11:

[object Object]
1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and Corrupt Practices
5. Pre-Proposal Conference
6. Miscellaneous
[object Object]
i. Appendix PMC-I: Technical Proposal — Form PMC-1: Letter of Proposal; Form PMC-2: Particulars of the Applicant; Form PMC-3: Statement of Legal Capacity; Form PMC-4: Power of Attorney; Form PMC-5: Financial Capacity of the Applicant; Form PMC-6: Particulars of Key Personnel; Form PMC-7: Relevant Experience of the Applicant; Form PMC-8: CVs of Key Personnel; Form PMC-9: Undertaking regarding office of the Applicant
ii. Appendix PMC-II: Financial Proposal
[object Object]
PMC-1. Terms of Reference for the Strategy & Transaction Advisory Consultant
PMC-2. Guidance Note on Conflict of Interest
PMC-3. Form of Agreement
[object Object]
Annexure-A: Operational Procedure and Details of Sheds; Annexure-B: Acceptance Criteria for Deliverables; Annexure-C: Format of Bank Guarantee for Mobilisation Advance; Annexure-D: Performance Thresholds

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to HIHMCL in writing before the date mentioned in the Schedule of Selection Process at Clause 1.7. HIHMCL shall endeavour to respond to the queries within the period specified therein. The envelopes shall clearly bear the following identification:

"Queries / Request for Additional Information concerning RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana"

HIHMCL will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 HIHMCL reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging HIHMCL to respond to any question or to provide any clarification.

2.11 Amendment to RFP

2.11.1 At any time prior to the deadline for submission of Proposal, HIHMCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of an Addendum or Amendment and posting it on the Official Website.

2.11.2 All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, HIHMCL may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in the English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for, and in case any of these Documents are in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. HIHMCL would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals or copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(c) by an authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.

A copy of the Power of Attorney under the hands of a partner or director of the Applicant and notarized by a notary public in the format specified in Form PMC-4 of Appendix PMC-I shall accompany the Proposal.

2.13.4 Applicants should note the PDD, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by HIHMCL, and evaluation will be carried out only on the basis of Documents received by the closing time of the PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, HIHMCL reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.22 of this RFP.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix PMC-I (the "Technical Proposal").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

(a) all forms are submitted in the prescribed formats and signed by the prescribed signatories, along with the Proposal Security;

(b) the Power of Attorney is executed as per Applicable Laws;

(c) CVs of all Key Personnel have been included;

(d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2(d) of the RFP;

(e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

(f) the CVs have been recently signed and dated by the respective personnel and countersigned by the Applicant;

(g) the CVs contain an undertaking from the respective Key Personnel about his or her availability for the duration specified in the RFP;

(h) Key Personnel proposed have good working knowledge of the English language;

(i) Key Personnel would be available for the period indicated in the ToR of the RFP;

(j) no Key Personnel has attained the age of 75 years at the time of submitting the proposal; and

(k) the proposal is responsive in terms of Clause 2.20.3 of the RFP.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of HIHMCL for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall include the experts and specialists (the "Key Personnel") specified in Clause 2.2.2(d) of the RFP, which are mandatory, and other competent and experienced professional personnel in the relevant areas of expertise, such that the Consultant is able to complete the Consultancy within the specified time schedule. The CV of each Key Personnel as specified in Clause 2.2.2(d) of the RFP shall be submitted in the format at Form PMC-8 of Appendix PMC-I.

2.14.7 HIHMCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification, or the lack of such verification by

HIHMCL, shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of HIHMCL thereunder.

2.14.8 In case it is found during the evaluation or at any time before issuance of the LOA or after its issuance, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made a material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant by issue of the LOA, and if the Selected Applicant has already been issued the LOA or has entered into an agreement, 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 HIHMCL, without HIHMCL being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the format at Appendix PMC-II (the "Financial Proposal"). The Applicant shall quote a single, firm and all-inclusive lump sum amount for the entire term of 36 (thirty-six) months (the "Contract Value"), in both figures and words, in Indian Rupees, signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.15.2 The Contract Value shall be apportioned in the Financial Proposal among the three payment layers specified at Clause 5 of Schedule PMC-1, in the proportions stated therein. The Applicant shall additionally furnish the man-month rates for each position at Section B of Appendix PMC-II, the aggregate whereof shall equal the amount apportioned to the monthly retainer.

2.15.3 While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel, accommodation, air fare, train and road travel expenses, local conveyance charges, equipment, printing of documents, reports, presentations, reprography and the like. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes, excluding Goods and Services Tax, shall be deemed to be included in the costs shown under the different items of the Financial Proposal. The liability on account of Goods and Services Tax shall be borne by HIHMCL over and above the amount quoted in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(iii) The Contract Value shall be firm and fixed for the term of 36 (thirty-six) months and shall not be subject to any escalation on any account whatsoever. In the event the Agreement is extended in terms of Clause 2.26, the man-month rates quoted at Section B of Appendix PMC-II shall apply to the extended period, with escalation at the rate of 5% (five per cent) per annum.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in a bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of this RFP.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of HIHMCL, the Consultancy name as indicated at Clauses 1.8.1 and 1.8.3 of this RFP, and the name and address of the Applicant. It shall bear on top the following:

— Do not open, except in the presence of the Authorized Person of HIHMCL —

"RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana"

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

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked "Technical Proposal — Selection of Strategy & Transaction Advisory Consultant" and the other clearly marked "Financial Proposal — Selection of Strategy & Transaction Advisory Consultant". The envelope marked Technical Proposal shall contain the Application in the prescribed format (Form PMC-1 to Form PMC-9 of Appendix PMC-I) and supporting documents along with the Proposal Security. The envelope marked Financial Proposal shall contain the financial proposal in the prescribed format at Appendix PMC-II.

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the Technical Proposal and Financial Proposal must be numbered and initialled by the person signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on the PDD.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copies of contracts etc. will be entertained.

2.17 Proposal Due Date

2.17.1 The Proposal should be submitted at or before 17:00 hours on the PDD specified at Clause 1.7, at the address provided in Clause 1.8, in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 HIHMCL may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by HIHMCL after the specified time on the PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification, substitution or withdrawal of Proposals

2.19.1 The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by HIHMCL prior to the PDD. No Proposal shall be modified, substituted or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration or modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by HIHMCL, shall be disregarded.

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 HIHMCL shall open the Proposals at the date and time specified in Clause 1.7 and at the place specified in Clause 1.8, in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.20.3 Prior to evaluation of Proposals, HIHMCL will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received in the forms specified at Appendix PMC-I;

(b) it is accompanied by the Proposal Security as specified in Clause 2.23;

(c) it is received by the PDD including any extension thereof pursuant to Clause 2.17;

(d) it is signed, sealed, bound together in hardcover and marked as stipulated in Clauses 2.13 and 2.16;

(e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;

(f) it contains all the information, complete in all respects, as requested in the RFP;

(g) it does not contain any condition or qualification; and

(h) it is not non-responsive in terms hereof.

2.20.4 HIHMCL reserves the right to reject any Proposal which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by HIHMCL in respect of such Proposals.

2.20.5 HIHMCL shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Section 3 of this RFP.

2.20.6 After the technical evaluation, HIHMCL shall prepare a list of prequalified and shortlisted Applicants in terms of Clause 3.1 for opening of their Financial Proposals. A date, time and venue will be notified to the pre-qualified Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in the presence of the respective representatives of such prequalified and shortlisted Applicants who choose to be present. HIHMCL will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.2 and 3.3.

2.20.7 Applicants are advised that selection shall be entirely at the discretion of HIHMCL. Applicants shall be deemed to have understood and agreed that HIHMCL shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on HIHMCL, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising HIHMCL in relation to matters arising out of, or concerning, the Selection Process. HIHMCL shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence. HIHMCL 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 to enforce or assert any right or privilege of the statutory entity and/or HIHMCL, or as may be required by law or in connection with any legal process.

2.22 Clarifications

2.22.1To facilitate evaluation of Proposals, HIHMCL may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by HIHMCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2If an Applicant does not provide clarifications sought under Clause 2.22.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, HIHMCL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of HIHMCL.

2.23 Proposal Security

2.23.1 The Applicant shall furnish as part of its Proposal a Proposal Security of Rs. 1,00,000 (Rupees One Lakh only), in the form of a Demand Draft or an unconditional and irrevocable Bank Guarantee of a scheduled commercial bank in India, in favour of HIHMCL, payable at Chandigarh or Panchkula. Where furnished by way of Bank Guarantee, the same shall be valid for a period of not less than 150 (one hundred and fifty) days from the PDD.

2.23.2The Proposal Securities shall be returnable or refundable not later than 30 (thirty) days from the PDD except in the case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as required in Clause 2.27, the second ranked Applicant, who has been kept in reserve, shall be returned or refunded its Proposal Security forthwith, but in no case later than 120 (one hundred and twenty) days from the PDD. The Selected Applicant's Proposal Security shall be returned or refunded upon the Applicant signing the Agreement and commencing its services in terms of the Consultancy Agreement.

2.23.3Any Proposal not accompanied by the Proposal Security shall be rejected by HIHMCL as non-responsive.

2.23.4HIHMCL shall not be liable to pay any interest on the Proposal Security and the same shall be interest free.

2.23.5The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that, without prejudice to HIHMCL's any other right or remedy hereunder or in law or otherwise, the Proposal Security shall be forfeited and appropriated by HIHMCL as the mutually agreed pre-estimated compensation and damage payable to HIHMCL for, inter alia, the time, cost and effort of HIHMCL in regard to the RFP including the consideration and evaluation of the Proposal, under the following conditions:

(a)if an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;

(b)if an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

(c)in the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24;

(d)in the case of the Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.26 and 2.27 respectively; or

(e)if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP and methodology shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, HIHMCL reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25 Substitution of Key Personnel during the Consultancy period

HIHMCL expects the Key Personnel to be available during the Consultancy period. HIHMCL will not consider substitution of the Key Personnel except for reasons of incapacity or ill health, or where the concerned person ceases to be in the employment of the Consultant. Any such substitution shall be subject to the prior written approval of HIHMCL and to equally or better qualified and experienced personnel being provided to the satisfaction of HIHMCL, and shall attract the consequences set out in Clause 8 of Schedule PMC-1.

2.26 Award of Consultancy and Execution of Agreement

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by HIHMCL to the Selected Applicant, and the Selected Applicant shall, within 7 (seven) days of 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 Applicant is not received by the stipulated date, HIHMCL may, unless it consents to extension of time for submission thereof, cancel the LOA and appropriate the Proposal Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by HIHMCL on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered by HIHMCL.

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 (fifteen) days of the issue of the LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. HIHMCL, on receiving a request from the Selected Applicant, may at its absolute discretion permit extension of the aforesaid period of 15 days for execution of the Agreement. The tenure of the Consultancy Agreement shall be 3 (three) years, which may be further extended by HIHMCL in its sole discretion up to a period of 2 (two) years on the same contractual terms and conditions, subject to Clause 2.15.3 (iii).

2.27 Commencement of the Consultancy

The Consultant shall remain in a state of preparedness to commence the rendering of consultancy services through its local office within a period of 7 (seven) days from the date of signing of the Consultancy Agreement, or such other date as may be mutually agreed.

2.28 Proprietary data

Subject to the provisions of Clause 2.21, all documents and other information provided by HIHMCL or submitted by an Applicant to HIHMCL shall remain or become the property of HIHMCL. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. HIHMCL will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to HIHMCL in relation to the Consultancy shall be the property of HIHMCL.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals and Short-listing of Applicants

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of the Applicant's experience, the qualifications and experience of the Key Personnel, and the Applicant's presentation. Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per the score achieved by them, from the highest to the lowest technical score (ST). The Applicants ranked as aforesaid shall be prequalified and short-listed for financial evaluation in the second stage.

Each Key Personnel must score a minimum of 70% (seventy per cent) of the marks allotted to that position. Key Personnel who do not possess the requisite qualifications and experience as specified in respect of such Key Personnel in this RFP shall not be considered, and the Proposal of such an Applicant is liable to be rejected.

The scoring criteria to be used for evaluation shall be as follows:

A. Past Experience of the Firm — 30 Marks

Sr. No.	Criteria	Max. Marks	Supporting Documents
1	Past experience of undertaking DPRs / PMC for establishment of wholesale market or food park for Agriculture / Horticulture, Post-Harvest and Cold Chain Infrastructure of at least 100 acres in size (5 marks per engagement)	20	Work Order / Contract Agreement
2	Past experience of providing consultancy services on regulatory compliances under various acts, rules and statutes pertaining to Agriculture / Horticulture / Agri-Marketing, and formation of policy in India (5 marks per engagement)	5	Work Order / Contract Agreement
3	Past experience of undertaking Technology / MIS systems for Food Park / Agriculture / Food-based Industry in the last three years from the date of submission (2.5 marks per engagement)	5	Work Order / Contract Agreement
	Sub-total	30	

B. Core Team — 26 Marks

Sr. No.	Criteria	Max. Marks	Supporting Documents
1	Team Leader — 8 Marks • Required educational qualification — 1 mark • Academic qualification from IIT / NIT / IIM / NIAM / MANAGE or Horticulture Universities — 2 marks • Required work experience — 1 mark • More than 16 years of experience — 2 marks • More than 18 years of experience — 3 marks • Experience in establishment of wholesale or terminal markets and supply chain management — 2 marks	8	Detailed CV of proposed resource
2	Wholesale Market Expert — 6 Marks • Required educational qualification — 1 mark • Academic qualification from IIT / NIT / IIM or equivalent ranking institute — 2 marks • Required work experience — 1 mark • Experience of working on wholesale or terminal markets and supply chain infrastructure, and experience in business development for horticulture markets of at least 100 acres in size — 2 marks	6	Detailed CV of proposed resource
3	Senior Market Analyst — 4 Marks • Required educational qualification — 0.5 mark • Academic qualification from IIT / NIT / IIM or equivalent ranking institute — 2 marks • Required work experience — 1 mark • Experience of working with government clients and experience in the agriculture sector — 0.5 mark	4	Detailed CV of proposed resource
4	Post Harvest Management Expert — 4 Marks • Required work experience — 1 mark • Experience of agri-infrastructure in cold chain — 1 mark • Experience in business development, market linkages and market sourcing — 2 marks	4	Detailed CV of proposed resource
5	Finance Expert — 4 Marks • Required educational qualification — 1 mark • Academic qualification from IIT / NIT / IIM or equivalent ranking institute — 1 mark • Required work experience — 1 mark • Experience in demand analysis and financial feasibility in minimum 3 (three) projects in the infrastructure sector in PPP mode — 1 mark	4	Detailed CV of proposed resource
	Sub-total	26	

C. Expert Team — 16 Marks

Sr. No.	Criteria	Max. Marks	Supporting Documents
1	Agri-Policy Expert — 6 Marks • Required educational qualification — 1 mark • Academic qualification from IIT / NIT / IIM or equivalent ranking institute — 2 marks • Experience of working with a government agency focused on agri-market operations (Mandis or APMCs) — 1 mark • Experience in projects related to agriculture / horticulture retail sales and operations of markets — 2 marks	6	Detailed CV of proposed resource

Sr. No.	Criteria	Max. Marks	Supporting Documents
2	Contracts & Legal Expert — 4 Marks • Required educational qualification — 0.5 mark • Required work experience — 0.5 mark • More than 10 years of experience — 1 mark • Experience in contract matters and review of contract agreements for infrastructure projects in PPP — 1 mark • Experience in contract matters and review of contract agreements for agriculture related projects — 1 mark	4	Detailed CV of proposed resource
3	Miscellaneous & IT Expert — 3 Marks • Required educational qualification — 0.5 mark • Required work experience — 0.5 mark • Experience in developing MIS and ERP / SAP — 1 mark • Experience of IT implementation programmes in agri-marketing or supply chain — 1 mark	3	Detailed CV of proposed resource
4	Research Associate — 1 Mark • Minimum work experience of 6 years — 0.5 mark • Experience in primary and secondary research — 0.5 mark	1	Detailed CV of proposed resource
5	Research Analysts (4 nos.) — 2 Marks • Minimum work experience of 3 years — 0.25 mark per resource • Experience in primary and secondary research — 0.25 mark per resource	2	Detailed CVs of proposed resources
	Sub-total	16	

D. Qualitative Assessment — 28 Marks

Sr. No.	Criteria	Max. Marks	Remarks
1	Personal interaction in person with the proposed Key Personnel	5	Interview of proposed resources
2	Presentation and unique value proposition of the bidder, including the bidder's understanding of the assignment, proposed methodology for revalidation of the Detailed Project Report, and outline of the business model options proposed to be examined	23	Presentation by the bidder
	Sub-total	28	
	Total (A + B + C + D)	100	

3.2 Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out. For financial evaluation, the total Contract Value indicated in the Financial Proposal, excluding Goods and Services Tax, will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Contract Value indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated, and the liability to fulfil its obligations as per the ToR within the total quoted price shall be that of the Consultant.

Each Financial Proposal will be assigned a financial score (SF). The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 × FM / F (where F = amount of the Financial Proposal)

3.3 Combined and Final Evaluation

3.3.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

S = ST × TW + SF × FW

Where TW and FW are the weights assigned to the Technical Proposal and the Financial Proposal, which shall be 0.8 and 0.2 respectively.

3.3.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited, in HIHMCL's discretion, for negotiations in case the first-ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.24 and 2.26, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, HIHMCL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, HIHMCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security as mutually agreed genuine pre-estimated compensation and damages payable to HIHMCL for, inter alia, time, cost and effort of HIHMCL in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of HIHMCL under Clause 4.1 hereinabove and the rights and remedies which HIHMCL may have under the LOA, if an Applicant or Consultant, as the case may be, is found by HIHMCL 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 Selection Process, or after the issue of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by HIHMCL during a period of 3 (three) years from the date such Applicant or Consultant is found by HIHMCL to have so engaged or indulged.

4.3 For the purposes of this Clause, 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 action of any person connected with the Selection Process. For the avoidance of doubt, offering of employment to, or employing or engaging in any manner whatsoever, directly or indirectly, any official of HIHMCL who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LOA, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of HIHMCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA, as the case may be, any person in respect of any matter relating to the Consultancy or the LOA, who at any time has been or is a legal, financial or technical consultant or adviser of HIHMCL in relation to any matter concerning the Consultancy;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection 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 Selection Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by HIHMCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

5.1A Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants who have purchased the RFP document or downloaded the same from the Official Website of HIHMCL shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2During the course of the Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of HIHMCL. HIHMCL 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 Selection Process.

5.3The Pre-Proposal Conference would be held as under:

Date	07.09.2026
Time	11:00 AM
Venue	Conference Hall, Sector 28-A, Haryana Panchayat Bhawan, Chandigarh
Contact Person	Mohinder Singh, Chief Engineer, HIHMCL Mobile: 83968-00038

6. MISCELLANEOUS

6.1The Selection Process shall be governed by, and construed in accordance with, the laws of India, and the Courts at Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2HIHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a)suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b)consult with any Applicant in order to receive clarification or further information;

(c)retain any information and/or evidence submitted to HIHMCL by, on behalf of, and/or in relation to any Applicant; and/or

(d)independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3It shall be deemed that by submitting the Proposal, the Applicant agrees and releases HIHMCL, 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 herewith, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4All documents and other information supplied by HIHMCL or submitted by an Applicant shall remain or become, as the case may be, the property of HIHMCL. HIHMCL will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5HIHMCL reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULE PMC-1

TERMS OF REFERENCE FOR THE STRATEGY & TRANSACTION ADVISORY CONSULTANT

(See Clause 1.2.1 of the RFP)

1. General

1.1 HIHMCL is vested with the objective of developing the India International Horticulture Market at Ganaur. HIHMCL wishes to develop a strategic roadmap to operationalize the Market at the earliest, comprising the preparation of a Strategic Roadmap for IIHM based on market assessment, identification of service providers for the various facilities, an organization structure for HIHMCL, and the inventorying, assessment and monetization of the various facilities and land assets towards a profitable end.

1.2 A Detailed Project Report for the Project was prepared in September 2020 (the "DPR"). The financial model annexed to the DPR proceeds on a model start year of 2021-22, a construction period of two years, and commencement of market operations in the financial year 2023-24. Development works are presently expected to be completed in December 2026. The capital cost estimate contained in the DPR is stated at price levels prevailing in 2020. The DPR further records that no primary survey was undertaken for cross-verification of the information relied upon, and that the assessment of trader intent was based on a survey of 30 (thirty) traders conducted in February and March 2020.

1.3 The Consultant is accordingly required not merely to update the DPR, but to revalidate the assumptions on which it proceeds, to examine whether the operating and revenue model contemplated therein remains appropriate to HIHMCL, and to place before the Authority a structured set of alternative business models together with a reasoned recommendation, in the manner set out at Clause 3 below.

2. Scope of Work

HIHMCL seeks the assistance of a professional firm for undertaking a transaction advisory assignment for operationalizing the India International Horticulture Market at Ganaur. The scope of work comprises six work streams, to be executed in the sequence set out at Clause 6.

3. Work stream A — Diagnostic and Revalidation of the Detailed Project Report

3.1 The Consultant shall conduct primary and secondary market research to identify the market size, key players, demand patterns and key trends in the region, so as to ascertain the potential volume that can be catered to by HIHMCL and the related business opportunities.

3.2 The Consultant shall prepare fresh estimates of commodity inflow and outflow, arrival and destination markets, and export potential for the next 5 (five) and 10 (ten) years, together with the trajectory until full potential is reached. Not fewer than three independent methodologies of estimation shall be employed, and the divergence between them shall be reconciled and explained.

3.3 The Consultant shall conduct a comparative analysis of horticulture markets both nationally and internationally, to assess best practices on market operations, policies, services offered, business models, incentive mechanisms and governance arrangements.

3.4 The Consultant shall conduct primary research by way of stakeholder consultation with key industry experts, stakeholders within the supply chain, Farmer Producer Organizations, cooperatives and other industry participants, so as to inform the operational strategy for HIHMCL. Such primary research shall be of not less than the scale set out below:

Sr. No.	Respondent category	Minimum sample	Coverage
1	Traders and commission agents	300	Azadpur, Keshopur, Sahibabad and Ghazipur mandis and the principal mandis of Haryana
2	Farmer Producer Organizations	50	Sonipat, Karnal, Panipat, Yamuna Nagar and adjoining districts
3	Institutional buyers, exporters and processors	25	Including organised retail and cash-and-carry operators
4	Logistics and cold chain operators	15	Including reefer transport and third-party logistics providers
5	Farmers	500	Across the principal catchment districts

3.5The survey instruments, respondent lists, field methodology and anonymised response-level data shall be submitted to the Authority as annexures to the Diagnostic and Revalidation Report. Any conclusion not supported by the data so submitted shall be identified as such.

3.6The Consultant shall submit, as part of the Diagnostic and Revalidation Report, a register listing every material assumption underlying the DPR and its financial model, and stating in respect of each whether the assumption is retained, revised or rejected, together with the evidential basis for that determination (the "Revalidation Register"). Assumptions retained without fresh supporting evidence shall be expressly identified. The Revalidation Register shall address, at a minimum:

(a)the annual target volume of 20 (twenty) lakh metric tonnes assumed in the DPR;

(b)the capacity utilisation ramp and its treatment beyond full utilisation;

(c)the assumption that the whole of the land earmarked for development under the public-private partnership mode is taken up in the first year of operations;

(d)the rental rates, licence fees and annual lease charges assumed for each category of property;

(e)the capital cost estimate and its escalation to current price levels;

(f)the operating cost and staffing assumptions; and

(g)the assumptions relating to shifting of trade by traders presently operating at Azadpur and other markets.

3.7The Consultant shall perform an in-depth analysis of the regulatory framework that governs the horticulture market, including the Haryana Agricultural Produce Markets Act and the rules framed thereunder and all subsequent amendments, shall identify the regulatory prerequisites applicable to each business model under consideration, and shall provide support in pursuing any amendments to existing enactments necessary for the operation of the market.

4. Work stream B — Business Model Options

4.1 The Consultant shall prepare and present to the Authority a paper setting out not fewer than 3 (three) distinct and fully developed options for the operation of IIHM, together with a base case reflecting the model contemplated in the DPR (the "Business Model Options Paper"). The base case shall be presented on the same basis and to the same level of detail as the alternatives.

4.2 The options shall differ materially, and not merely in presentation, on at least three of the following dimensions:

(a)the operating model, being operation by HIHMCL itself, operation through an operation and maintenance contractor, a full market operator concession, or a hybrid model differentiated by zone or asset class;

(b)the revenue model, being rental and lease based, transaction or market fee based, revenue share, or a hybrid thereof, including the treatment of one-time licence fees;

(c)the phasing of operations, being commissioning of all facilities at once as against a staged ramp commencing with anchor sheds and expanding upon demonstrated uptake;

(d)the packaging of the component to be developed under the public-private partnership mode, being a single master developer as against asset-wise or cluster-wise concessions, together with the associated bid structures; and

(e)the strategy for acquisition of tenants, including anchor trader arrangements, relocation incentive design and phased concessions in fees.

4.3Each option shall be accompanied by capital and operating cost estimates; a financial model covering a period of not less than 20 (twenty) years; projected returns to HIHMCL and to private participants; a risk allocation matrix identifying the party bearing each material risk; the regulatory prerequisites and the time required to secure them; an assessment of stakeholder acceptability supported by the primary research undertaken under Clause 3.4; and an indicative implementation timeline.

4.4The Consultant shall present the Business Model Options Paper to the Board of Directors of HIHMCL, or to such committee as the Authority may nominate, and shall furnish such further analysis as the Board or such committee may require in order to arrive at a decision. The Authority shall communicate its selection of the preferred model in writing.

4.5The Updated Business Plan under Workstream C shall be developed upon the option so selected by the Authority. No work on the Updated Business Plan shall be undertaken prior to written communication of that selection.

4.6The Business Model Options Paper and the Updated Business Plan shall be placed before a technical review committee constituted by the Authority, which shall include not fewer than 2 (two) external domain experts who are not employees, associates or sub-contractors of the Consultant. Acceptance of these deliverables shall be subject to consideration of the observations of that committee.

5. Work stream C — Updated Business Plan and Financial Model

5.1The Consultant shall prepare an Updated Business Plan for the selected model, covering commodity volumes, infrastructure requirements, services to be offered, the fee and tariff structure, organization requirements, regulatory actions required, and phased financial projections.

5.2The Consultant shall assist the Authority in determining the appropriate fee structure together with an incentive mechanism to attract traders, farmers and buyers to the market, including any introductory or transitional concessions and the cost thereof to HIHMCL.

5.3The Consultant shall conduct a financial feasibility assessment of the operation and maintenance of the market through a detailed financial model. The financial analysis shall bring out all assumptions clearly and shall include estimates of:

(a) operating cost related to the project;

(b) revenue estimation, stream by stream;

(c) cash flow projections;

(d)financial and economic analysis of the project, including net present value, internal rate of return, break-even analysis and payback period;

(e) viability gap funding, if any;

(f) matching of assets and liabilities;

(g) assessment of working capital requirement during the operation and maintenance phase;

(h) temporary parking of spare funds;

(i) standard operating procedures for accounting, finance and internal audit of market operations; and

(j)a manual of sound internal financial control systems.

5.4The Consultant shall recommend the most optimum revenue stream for implementation of the project so as to maximise the revenue potential for HIHMCL, supported by scenario analysis.

5.5The financial model shall be delivered in unlocked Microsoft Excel format, with no hardcoded values within formula cells, a single documented assumptions sheet, clear separation of inputs, calculations and outputs, and a complete audit trail. The model shall incorporate scenario and sensitivity analysis on capacity utilisation, variation in capital cost, the rate and timing of absorption of land under the public-private partnership mode, tariff and fee levels, and delay in commencement of operations.

5.6The Consultant shall conduct a handover of the financial model together with a training session for the finance and operations personnel nominated by the Authority. All intellectual property in the model, in the underlying data and in all reports prepared under this assignment shall vest in the Authority.

6. Work stream D — Execution Strategy and Market Sounding

6.1The Consultant shall prepare a phase-wise execution plan and execution strategy encompassing pragmatic timelines for all major milestones of the operationalization of the Project, aligned to the completion schedule of the development works.

6.2The Consultant shall undertake structured market sounding through stakeholder consultations, workshops and surveys to gauge the interest, expectations and participation of farmers, traders, exporters, Farmer Producer Organizations and service providers.

6.3The Consultant shall secure non-binding expressions of interest or memoranda of understanding from prospective market participants, in accordance with the performance indicators set out at Clause 7.

6.4The Consultant shall carry out targeted promotional campaigns including digital outreach, participation in industry events and collaboration with trade bodies, so as to position HIHMCL as a leading horticulture trade hub and to attract domestic and international stakeholders.

6.5 The Consultant shall propose schemes and programmes capable of implementation for affordable participation, while ensuring profitability for stakeholders and viability for HIHMCL, and shall provide an option analysis of collaboration models with a focus on maximising revenue streams and stakeholder participation.

6.6 The Consultant shall assist the Authority in marketing activities and in the preparation of project specific documentation such as presentations, brochures, advertisements, social media content, website content and other marketing collateral.

6.7 The Consultant shall identify schemes for availing grants for projects from the Government of Haryana and the Government of India, and shall assist HIHMCL in all documentation for applying for such grants; and shall assist HIHMCL in discussions with multilateral and bilateral funding agencies or any other agency or organization for collaboration, including in the preparation of pitch documents, presentations and flyers.

7. Work stream E — Process Streamlining and Organization

7.1 The Consultant shall develop clear and detailed Standard Operating Procedures for streamlining market operations. These shall cover all critical aspects of the horticulture market, including vendor and trader registration, gate entry, weighment, product quality inspection and assaying, pricing and auction mechanisms, invoicing and payment, dispatch, inventory, supply chain and logistics management, waste handling, and the interface with mandi operators and third-party agencies. The Standard Operating Procedures shall be designed to enhance efficiency, reduce wastage and ensure a seamless flow of operations with sound internal control systems in place.

7.2 The Consultant shall propose an organization structure for HIHMCL consistent with the selected operating model, including the operating model, manpower planning, role descriptions and the sequencing of recruitment, for efficient implementation of the Standard Operating Procedures.

7.3 The Consultant shall advise on best practices towards digitizing the terminal. This may include the feasibility of adopting modern inventory management systems equipped with sensors, RFID tags and Internet of Things technology, enabling data driven decision making through real time monitoring and data analytics; bar codes, QR codes and digital traceability systems enabling tracking of produce from farm to consumer; and the adoption of intelligent parking systems using queuing theory, including automated entry and exit systems with automatic number plate recognition. The Consultant shall benchmark against APEDA's Farmer Connect portal and shall assess the viability of a similar portal for IIHM.

7.4 The Consultant shall provide training sessions, by engaging domain experts, and workshops for the staff and stakeholders involved in market operations, so as to ensure proper implementation of and adherence to the Standard Operating Procedures.

7.5 The Consultant shall establish a monitoring mechanism with key performance indicators to regularly assess the effectiveness of the streamlined processes, track performance metrics and make necessary adjustments, and shall support and develop a dashboard for monitoring of progress.

8. Work stream F — On-boarding of Implementing Agencies

8.1 The Consultant shall advise the Authority on the best-fit strategy for onboarding any agency as required, including pre-qualification criteria, bidding procedures, evaluation and selection criteria and tender procedure.

8.2 The Consultant shall prepare the necessary bid and tender documents for the engagement of any agency required for operation of the project, in accordance with the project execution strategy.

8.3 The Consultant shall assist the Authority during the bidding process, including in the framing of responses to pre-bid queries and with inputs to the evaluation of bids submitted.

8.4 The Consultant shall support the execution of the contract or agreement following finalisation of the agency by HIHMCL, and shall act as the focal point of coordination between the implementing agencies and the Authority.

8.5 The Consultant shall hand-hold HIHMCL in stabilizing the operations of IIHM and the operations of the various onboarded agencies.

8.6 The Consultant shall update and review the marketing strategy for the various land parcels whenever required, and in any event not less than once in every six months, so as to account for changed market dynamics.

8.7At every stage and on a periodic basis, the Consultant shall review the progress with the Authority and with such other key stakeholders as the Authority may nominate, for the finalization of the concept, the implementation plan and the Project structure.

9. Scope not exhaustive

The scope of services in this Terms of Reference is not exhaustive, and the Consultant shall undertake such other tasks as may be necessary or incidental to accomplishing the desired objectives of HIHMCL as set out above. Any activity required for the market to be fully functional and operational, so as to achieve the desired outcome, is to be executed by the Consultant.

10. Deliverables and Time Frame

For the purposes of this Clause, "T" denotes the date of execution of the Agreement. The sequence set out below is mandatory, and no deliverable shall be commenced before acceptance of the deliverable preceding it, save with the written agreement of the Authority.

Sr. No.	Deliverable	Duration	Reference
1	Inception Report and detailed work plan, including the methodology and instruments proposed for the primary research under Clause 3.4	T + 1 month	Clause 3
2	Diagnostic and Revalidation Report, incorporating the Revalidation Register and the primary research annexures	T + 3 months	Clause 3
3	Business Model Options Paper, together with presentation to the Board of Directors	T + 5 months	Clause 4
4	Communication by the Authority of the selected business model	T + 6 months	Clause 4.4
5	Updated Business Plan and Financial Model, together with model handover and training	T + 8 months	Clause 5
6	Organization Structure and Standard Operating Procedures for market operations	T + 10 months	Clause 7
7	Designs and contents for documents to be presented to key stakeholders, including presentations, brochures, advertisements, social media content, website and other marketing collateral	As per approved Execution Plan	Clause 6.6
8	Preparation of bid process documents, including Notice Inviting Tender, bid document, responses to pre-bid queries, evaluation report, draft LOA and contract agreements	As per approved Execution Plan	Clause 8
9	Weekly and monthly progress reports on the activities under this Terms of Reference	Ongoing	—
10	Review of the marketing strategy for the various land parcels	Once in every six months	Clause 8.6

11. Acceptance of Deliverables

11.1 The acceptance criteria applicable to each deliverable are set out at Annexure-B. The Authority shall not withhold acceptance of a deliverable on any ground falling outside those criteria.

11.2 The Authority shall, within 21 (twenty-one) days of submission of a deliverable, either accept the same in writing or issue written comments specifying the deficiencies by reference to the applicable acceptance criteria.

11.3 The Consultant shall address such comments and resubmit the deliverable within 14 (fourteen) days of receipt thereof.

11.4 If the Authority issues no communication within the period specified at Clause 11.2, the deliverable shall be deemed to have been accepted upon expiry of that period, and the payment corresponding thereto shall fall due.

11.5 The number of rounds of revision in respect of any deliverable shall not exceed two, save in respect of deficiencies first raised at the second round. Comments raising requirements falling outside the approved scope of work shall be dealt with as a variation and not as a deficiency.

12. Payment Schedule and Terms

12.1 The Contract Value shall be apportioned among three payment layers as follows:

Layer	Component	Share	Basis of payment
1	Monthly retainer	45%	Certified deployment of the approved Key Personnel, paid monthly in arrears
2	Deliverable milestones	30%	Acceptance, or deemed acceptance, of the deliverables specified at Clause 12.4
3	Performance-linked payment	25%	Achievement of the performance indicators specified at Clause 12.5
	Total	100%	

12.2 Mobilisation advance

12.2.1 The Authority shall pay to the Consultant a mobilisation advance of 10% (ten per cent) of the Contract Value within 30 (thirty) days of execution of the Agreement, against submission by the Consultant of an unconditional and irrevocable bank guarantee of equivalent value issued by a scheduled commercial bank in India, in the format at Annexure-C, valid until full recovery of the advance and for a period of three months thereafter.

12.2.2 The mobilisation advance shall be recovered in 12 (twelve) equal instalments from the monthly retainer invoices, commencing with the first such invoice. The bank guarantee shall be released within 30 (thirty) days of full recovery of the advance.

12.2.3 The mobilisation advance is an advance against the Contract Value and not an addition thereto.

12.3 Layer 1 — Monthly retainer

12.3.1 An amount equal to 45% (forty-five per cent) of the Contract Value shall be paid in 36 (thirty-six) equal monthly instalments in arrears, subject to certification of deployment.

12.3.2 Each monthly invoice shall be accompanied by an attendance and deployment statement in respect of every approved member of the Core Team and the Expert Team, certified by the Team Leader and countersigned by the officer nominated by the Authority.

12.3.3 Where an approved position remains unfilled, or a person is deployed for less than the committed input for the month, the monthly instalment shall be reduced pro rata by reference to the man-month rates quoted at Section B of Appendix PMC-II.

12.4 Layer 2 — Deliverable milestones

Milestone	Deliverable	Duration	Payment (% of Contract Value)
M1	Acceptance of the Inception Report and work plan	T + 1	2%
M2	Acceptance of the Diagnostic and Revalidation Report, including the Revalidation Register and the primary research annexures	T + 3	6%
M3	Acceptance of the Business Model Options Paper, following presentation to the Board of Directors	T + 5	7%
M4	Acceptance of the Updated Business Plan and Financial Model, including handover of the model and completion of training	T + 8	7%
M5	Acceptance of the Organization Structure and Standard Operating Procedures for market operations	T + 10	4%
M6	Acceptance of the complete bid process documentation for onboarding of third-party agencies	As per approved Execution Plan	4%
	Total		30%

12.4.1 Payment under this layer shall fall due upon acceptance, or deemed acceptance under Clause 11.4, of the relevant deliverable.

12.5 Layer 3 — Performance-linked payment

12.5.1 An amount equal to 25% (twenty-five per cent) of the Contract Value shall be payable against the achievement of the performance indicators set out below. Each indicator carries a fixed weight and shall be measured against the stated source of verification.

Sr. No.	Performance indicator	Source of verification	Due	Weight
K1	Not less than 40% of the allottable trading area allotted or let under executed agreements	Register of allotments certified by the Chief Engineer	Month 18	4%
K2	Not less than 70% of the allottable trading area allotted or let under executed agreements	Register of allotments certified by the Chief Engineer	Month 30	4%
K3	Not fewer than eight service provider agreements executed, spanning cold	Executed agreements on record	Month 24	3%

Sr. No.	Performance indicator	Source of verification	Due	Weight
	chain, logistics, assaying and quality, banking, waste management, security and parking			
K4	Letter of Award issued in respect of at least one anchor concession under the public-private partnership mode	Letter of Award on record	Month 24	4%
K5	Cumulative arrivals of 1,00,000 MT handled at the market	Records of the e-mandi system	Month 21	3%
K6	Cumulative arrivals of 5,00,000 MT handled at the market	Records of the e-mandi system	Month 30	4%
K7	Cumulative collection of market fee and user charges of not less than the threshold specified at Annexure-D	Audited collection statement	Month 33	3%
	Total			25%

12.5.2 Achievement shall be assessed on a pro rata basis above a floor of 60% (sixty per cent) of the stated target. Achievement at or above 60% and below 100% of the target shall be paid in the proportion which the actual achievement bears to the target. Achievement below 60% of the target shall carry no payment in respect of that indicator. Achievement in excess of 100% of the target shall be paid at 100%.

12.5.3 Where an indicator is not achieved by the date specified but is achieved subsequently within the term of the Agreement, the payment in respect thereof shall be made upon achievement, at 80% (eighty per cent) of the weight otherwise payable.

12.6 Excusable delay

12.6.1 Where the achievement of a milestone under Clause 12.4 or of a performance indicator under Clause 12.5 is delayed or prevented by reason of:

(a) delay or default attributable to the Authority, including delay in furnishing information, approvals, decisions or access;

(b) non-completion or delayed completion of the development works by the engineering, procurement and construction contractor;

(c) delay in the grant of any statutory, environmental or Government approval not within the control of the Consultant;

(d) any change in Applicable Law materially affecting the assignment; or

(e) Force Majeure,

the applicable timeline shall stand extended by the period of such delay, and the Consultant shall not be liable to any reduction in payment or to liquidated damages in respect of that period.

12.6.2 Where any such delay in respect of a performance indicator exceeds 6 (six) months, the Authority and the Consultant shall, at the election of the Consultant, convert the payment attributable to that indicator to the monthly retainer under Layer 1, on a pro rata basis over the remaining term of the Agreement.

12.6.3 The Consultant shall notify the Authority in writing within 15 (fifteen) days of becoming aware of any circumstance falling within Clause 12.6.1.

12.7 Retention

12.7.1 An amount equal to 10% (ten per cent) shall be deducted from each payment under Layers 1, 2 and 3 and shall be held by the Authority as retention money.

12.7.2 50% (fifty per cent) of the accumulated retention money shall be released upon certification by the Authority of the completion of the operationalization phase, and the balance upon expiry of 6 (six) months thereafter, subject to the Consultant having discharged its obligations under the Agreement.

12.7.3 The Consultant may at any time substitute an unconditional and irrevocable bank guarantee of equivalent value for the retention money then held by the Authority, whereupon the retention money shall be released.

12.8 Performance security

The successful bidder shall furnish, within 15 (fifteen) days of issue of the LOA, a performance security by way of bank guarantee for 5% (five per cent) of the Contract Value, valid for the term of the Agreement and for a period of six months thereafter.

12.9 Payment procedure

12.9.1 The Authority shall pay each undisputed invoice within 30 (thirty) days of receipt thereof. Where an invoice is disputed in whole or in part, the Authority shall within 15 (fifteen) days notify the Consultant of the disputed amount together with the grounds of dispute, and shall pay the undisputed balance within the said period of 30 days.

12.9.2 Any undisputed amount remaining unpaid beyond 45 (forty-five) days from the receipt of the invoice shall carry simple interest at the State Bank of India one-year marginal cost of funds based lending rate plus 2% (two per cent) per annum, from the due date until the date of payment.

12.9.3 All payments shall be made in Indian Rupees and shall be subject to deduction of tax at source as per Applicable Laws. Goods and Services Tax shall be payable by the Authority over and above the fee quoted in the Financial Proposal, at the rate applicable from time to time.

13. Liquidated Damages and Penalties

13.1 Delay in the submission of any deliverable, being a delay attributable to the Consultant, shall attract liquidated damages at the rate of 0.5% (zero point five per cent) of the Contract Value per week or part thereof, subject to an aggregate ceiling of 5% (five per cent) of the Contract Value.

13.2 Where an approved Core Team position remains unfilled for more than 15 (fifteen) days beyond the due date of deployment, a penalty of Rs. 25,000 (Rupees Twenty Five Thousand only) per position per day shall apply, in addition to the pro rata reduction under Clause 12.3.3.

13.3 Substitution of the Team Leader without the prior written approval of the Authority shall attract a penalty of 2% (two per cent) of the Contract Value and shall constitute a material breach entitling the Authority to terminate the Agreement.

13.4 Substitution of any other Key Personnel without the prior written approval of the Authority shall attract a penalty of 0.5% (zero point five per cent) of the Contract Value per instance. Any approved substitute shall be of equal or better qualification and experience, assessed on the criteria set out at Clause 3.1 of the RFP.

14. Duration of Assignment

The duration of the assignment shall be 36 (thirty-six) months from the date of execution of the Agreement, and may be extended for a further period of up to 24 (twenty-four) months upon mutual agreement, subject to Clause 2.15.3(iii) of the RFP.

15. Terms and Conditions

15.1 The Consultant shall provide laptops, desktops and any other tools required by its personnel to perform their duties. HIHMCL shall provide civil infrastructure and consumables, as per requirement, to the resources working on site.

15.2 The Consultant may collaborate with other agencies for specialised expertise in agriculture and horticulture, surveying, architecture, legal counsel and the like for the execution of the project, subject to prior written intimation to the Authority. Any such collaboration shall not relieve the Consultant of any of its obligations under the Agreement.

15.3 The resources working offsite shall be available at HIHMCL on a need basis for project related work or whenever so desired by the Authority.

15.4 All other terms and conditions shall be as per the agreement signed between the Consultant and HIHMCL for the provision of consulting services.

SCHEDULE PMC-2

GUIDANCE NOTE ON CONFLICT OF INTEREST

(See Clause 2.3.3 of the RFP)

1.This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

2.Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3.Conflict of interest may arise between HIHMCL and a consultant, or between consultants and present or future concessionaires or contractors. Some of the situations that would involve conflict of interest are identified below:

(a)Authority and consultants:

(i)A potential consultant should not be privy to information from HIHMCL which is not available to others.

(ii)A potential consultant should not have defined the project when earlier working for HIHMCL.

(iii)A potential consultant should not have recently worked for HIHMCL overseeing the project.

(b)Consultants and concessionaires or contractors:

(i)No consultant should have an ownership interest or a continuing business interest or an ongoing relationship with a potential concessionaire or contractor, save and except relationships restricted to project-specific and short-term assignments.

(ii)No consultant should be involved in owning or operating entities resulting from the project.

(iii)No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers, and of officials of HIHMCL who have current or recent connections to the companies involved, therefore needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists which has not been declared, competing companies are likely to bring this to the notice of HIHMCL. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of information barriers to prevent the flow of commercially sensitive information from one part of the consultant's organisation to another. This could help overcome the problem of the availability of a limited number of experts for the project. However, in practice the effective operation of such barriers may be a difficult proposition. As a general rule, larger organisations will be more capable of adopting such an approach than smaller ones. Such arrangements should as a rule be considered unacceptable, and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with the provision of safeguards to the satisfaction of HIHMCL.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest, described as scope-creep, arises when consultants advocate an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of HIHMCL but which will generate further work for the consultants. Some forms of contractual arrangement are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built-in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present or potential conflict of interest to HIHMCL at the earliest. Officials of HIHMCL involved in the development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition, and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

SCHEDULE PMC-3

FORM OF AGREEMENT

[The Form of Agreement to be executed between HIHMCL and the Selected Applicant shall be annexed hereto. The Form of Agreement shall give effect to, and shall be consistent with, the acceptance procedure at Clause 11, the payment schedule at Clause 12 and the liquidated damages and penalties at Clause 13 of Schedule PMC-1.]

APPENDIX PMC-I

TECHNICAL PROPOSAL

Form PMC-1: Letter of Proposal

(On the Applicant's letterhead)

The Managing Director,
Haryana International Horticultural Marketing Corporation Limited (HIHMCL),
Mandi Bhawan, Plot No. C-6, Sector 6, Panchkula, Haryana-134109, India

Sub: RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana

Dear Sir,

1.With reference to your RFP Document dated .... 2026, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for providing consultancy services to HIHMCL. The proposal is unconditional and unqualified.

2.We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, that nothing has been omitted which renders such information misleading, and that all documents accompanying such Proposal are true copies of their respective originals.

3.This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy.

4.We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5.We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise, and hereby waive our right to challenge the same on any account whatsoever.

6.We certify that in the last three years we, or any of our 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 against the Applicant, 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.We declare that:

(a)we have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

(b)we do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

(c)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;

(d)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 will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8.We disclose hereunder full particulars of any engagement undertaken by us or by any of our Associates in connection with the preparation of the Detailed Project Report for the Project, or of any other assignment undertaken for HIHMCL in relation to the Project: .... (state "Nil" if not applicable).

9.We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

10.We declare that we are not an Associate of any other Applicant applying for selection as Consultant.

11.We certify that, in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted, nor have adverse orders been passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy, or which relate to a grave offence that outrages the moral sense of the community.

12.We further certify that, in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13.We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our Chief Executive Officer or any of our Directors, Managers or employees.

14.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 Consultant or in connection with the Selection Process itself in respect of the abovementioned Consultancy.

15.We agree and understand that the proposal is subject to the provisions of the RFP document. In no case shall we have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our proposal is not opened or is rejected.

16.We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.

17.A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form PMC-4.

18.In the event of our firm being selected as the Strategy & Transaction Advisory Consultant, we agree to enter into an Agreement in accordance with the format at Schedule PMC-3 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

19.We have studied the RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority, or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Consultancy.

20.The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

21.We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

Form PMC-2: Particulars of the Applicant

1. Title of Consultancy: RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana.

2. State the following:

Name of Firm / Applicant	
Legal status	
Country of incorporation	
Registered address	
Year of incorporation	
Year of commencement of business	
Principal place of business	
GSTIN	
Number of resources on payroll as on PDD	

3. Name, designation, address and telephone numbers of the Authorized Signatory of the Applicant:

Name	
Designation	
Company	
Address	
Phone No.	
Fax No.	
E-mail address	

4. Where the Applicant is a Joint Venture or Consortium, state the name of each member, the percentage participation of each member, and identify the lead member. Attach the joint venture or consortium agreement.

Sr. No.	Name of member	Participation (%)	Lead / Other member
1			
2			

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

Form PMC-3: Statement of Legal Capacity

(On the Applicant's letterhead)

(Date and Reference)

The Managing Director
Haryana International Horticultural Marketing Corporation Limited,
Mandi Bhawan, C-6, Sector 6, Panchkula, Haryana-134109, India

Sub: RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana

We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

We have agreed that .... (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and to authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

Form PMC-4: Power of Attorney

Know all men by these presents, We, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms ...., son / daughter / wife of ...., presently residing at ...., who is presently employed with / retained by us and holding the position of ...., as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") 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 Proposal against the "RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana" to Haryana International Horticultural Marketing Corporation Limited (the "HIHMCL"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in meetings and providing information and responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Consultancy and/or upon award thereof to us.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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 ...., 2026.

For ....

(Signature, name, designation and address)

Witnesses:
1. ....
2. ....

Notarized
Accepted ....
(Signature, name, designation and address of the Attorney)

Notes:

1. 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 where it is so required the same should be under common seal affixed in accordance with the required procedure.
2. The Power of Attorney should be executed on non-judicial stamp paper of Rs. 100 (Rupees One Hundred only) and duly notarized by a notary public.
3. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution or power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
4. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of

Attorney is being issued. However, a Power of Attorney provided by Applicants from countries that have signed the Hague Legalisation Convention, 1961 is not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form PMC-5: Financial Capacity of the Applicant

(Refer Clause 2.2.2(a) of the RFP)

Sr. No.	Financial Year	Annual Revenue / Turnover from consulting services (in Rs.)
1	2024-25	
2	2023-24	
3	2022-23	
	Average annual turnover	

Certificate from the Statutory Auditor

This is to certify that .... (name of the Applicant firm) has annual revenues from consultancy operations as shown above against the respective years, and has an average annual revenue of Rs. .... from such consultancy operations.

(Signature, name and designation of the authorized signatory)
(Name and seal of the Statutory Auditor)

Note: The Applicant shall enclose with this Form PMC-5 copies of the audited Balance Sheet and Profit & Loss Statement stating its total revenues from operations during each of the last 3 (three) continuous financial years, i.e. 2024-25, 2023-24 and 2022-23. Applicants may additionally submit the Statutory Auditor's certificate in respect of the revenue received by the Applicant during the financial year 2025-26.

Form PMC-6: Particulars of Key Personnel

Sr. No.	Name of Key Personnel	Position of Key Personnel	Educational Qualification	Length of Professional Experience	Name of Firm	Employed Since
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Note: The positions stated shall correspond to the Key Personnel specified in Clause 2.2.2(d) of the RFP. A separate row shall be furnished for each of the four Research Analysts.

Form PMC-7: Relevant Experience of the Applicant

(Refer Clause 3.1 of the RFP)

Assignment Name:	Country:
Location within the Country:	Professional staff provided by the firm / entity (profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff Months:
Start date (Month / Year):	Completion date (Month / Year):
Approx. value of services (INR):	Area of the market / food park (acres) or volume handled (MT):
Name of Associated Consultants, if any:	No. of months of professional staff provided by Associated Consultants:
Name of senior staff (Team Leader) involved and functions performed:	
Narrative description of project:	
Description of actual services provided by the staff:	

Notes:

1. Use a separate sheet for each relevant assignment.
2. The exchange rate shall be taken as Rs. 90 per US$ for converting to Rupees.
3. As documentary evidence, attach a copy of the Work Order, Client Certificate or Agreement signed with the Client.

Form PMC-8: CVs of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualification:

Year	Qualification	Institute

6. Membership of Professional Associations:
7. Other Trainings:
8. Countries of Work Experience:
9. Languages (for each language indicate proficiency as good, fair or poor in speaking, reading and writing):

Language	Speaking	Writing	Reading

10.Employment Record (starting with the present position, list in reverse order every employment held):

Sr. No.	Employer	Position Held	Location (City, Country)	Period (From / To)
1				
2				
3				

11.Work undertaken that best illustrates the experience:

Assignment / Project Name:	
Period (From / To):	
Location:	
Client:	
Main Project Features:	
Position Held:	
Activities Performed:	

12. Certification:

(a)I am willing to work on the Consultancy and I will be available for the entire duration of the assignment as required.

(b)I have been on the rolls of the Applicant firm for the last more than 1 (one) year preceding the PDD.

(c)I, the undersigned, certify that to the best of my knowledge and belief this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Key Personnel)
Place: ....

(Signature and name of the Authorized Representative of the Applicant)

Notes:

1. Use a separate form for each Key Personnel.
2. The CV shall be signed in ink by both the Key Personnel concerned and by the Authorized Representative of the Applicant firm, along with the seal of the firm.

Form PMC-9: Undertaking regarding office of the Applicant Firm

(On the Applicant's letterhead)

(Date and Reference)

The Managing Director,
Haryana International Horticultural Marketing Corporation Limited,
Mandi Bhawan, C-6, Sector 6, Panchkula, Haryana-134109, India

Sub: RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana

We hereby confirm that the Applicant firm has a fully functional office in the NCR for the last 2 (two) years preceding the PDD, with the date of establishment being ...., located at the following address:

....

OR

We, the Applicant firm, do not have a fully functional office in the NCR. However, in the event we are selected as the Strategy & Transaction Advisory Consultant by HIHMCL, we undertake to establish a fully functional office at Panchkula near HIHMCL's Head Office, as stipulated in the RFP document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

APPENDIX PMC-II

FINANCIAL PROPOSAL

(On the Applicant's letterhead)

The Managing Director,
Haryana International Horticultural Marketing Corporation Limited,
Mandi Bhawan, C-6, Sector 6, Panchkula, Haryana-134109, India

Re: RFP for Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market (IIHM), Ganaur, District Sonipat, Haryana

We, the undersigned, offer to provide the consulting services for the work cited under the subject above, in accordance with your Request for Proposal dated .... 2026 and our Proposal, both Technical and Financial. Our financial proposal for the entire term of 36 (thirty-six) months, exclusive of Goods and Services Tax, is quoted below.

Section A — Contract Value

Sr. No.	Component	Share	Amount (Rs.)
1	Layer 1 — Monthly retainer over 36 months (as detailed at Section B below)	45%	
2	Layer 2 — Deliverable milestones (Clause 12.4 of Schedule PMC-1)	30%	
3	Layer 3 — Performance-linked payment (Clause 12.5 of Schedule PMC-1)	25%	
	Sub-total (Contract Value)	100%	
	Goods and Services Tax at 18% or as applicable		
	Total		

CONTRACT VALUE AS PER SECTION A (in figures): Rs. ....

CONTRACT VALUE AS PER SECTION A (in words):
Rupees.. ....

Section B — Man-Month Rates and Deployment

The rates quoted below shall apply for the purposes of Clause 12.3.3 of Schedule PMC-1 and for the valuation of any variation. The total of this Section shall equal the amount shown against Layer 1 at Section A.

Sr. No.	Position	Man-month rate (Rs.)	Input months	Total (Rs.)
Core Team				
1	Team Leader / Supply Chain Expert		36	

Sr. No.	Position	Man-month rate (Rs.)	Input months	Total (Rs.)
2	Wholesale Market Expert		36	
3	Senior Market Analyst		36	
4	Post Harvest Management Expert		36	
5	Finance Expert		36	
Expert Team				
6	Agri-Policy Expert		36	
7	Contracts & Legal Expert		36	
8	Miscellaneous & IT Expert		36	
9	Research Associate		36	
10	Research Analysts (4 nos.)		144	
	Total			

We confirm that:

(a)the Contract Value quoted above is firm, fixed and all-inclusive for the term of 36 (thirty-six) months and is not subject to escalation on any account;

(b)all costs associated with the assignment, including remuneration of all personnel, accommodation, air fare, train and road travel, local conveyance, equipment, printing and reprography, are included in the Contract Value, and no claim on any of these accounts shall lie separately;

(c)this Financial Proposal is unconditional and no assumption, condition or qualification is attached to it.

We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date, or such further period as may be mutually agreed upon. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Applicant)

Note: The Financial Proposal is to be submitted strictly in the proforma given above.

ANNEXURE-A

OPERATIONAL PROCEDURE AND DETAILS OF SHEDS

Brief on the Operational Procedure of the Horticulture Market:

(i)The Market will operate through a systematic and fully digitized process designed to enhance transparency, efficiency and farmer empowerment at every stage. The process will begin at the gate entry, where the farmer's details, including the type and quantity of produce, will be recorded using digital entry systems integrated with Farmer ID or Aadhaar based registration. The produce will then proceed to the weighing area, where electronic weighing machines will ensure accurate and tamper-proof measurements. This data will be instantly captured and stored in the e-mandi software platform for real-time access and tracking.

(ii)After weighing, the produce will be listed for e-auction, allowing buyers to place electronic bids. This method will facilitate fair price discovery, reduce human intervention and eliminate manipulation. Once the highest bid is finalized, the transaction will be digitally recorded and a sale slip will be automatically generated, ensuring complete transparency and traceability.

(iii)Following the auction, the produce will be dispatched to the buyer, with all relevant details such as vehicle number, destination and delivery schedule logged into the mandi system. The payment process will be initiated immediately, using Direct Benefit Transfer or online banking, to ensure that farmers receive payments directly into their bank accounts within a stipulated time.

(iv)To further enhance market efficiency, IT tools such as QR codes, mobile applications, SMS alerts and real-time dashboards will be integrated, providing farmers with access to transaction records, market price trends and key analytics.

(v)Through this end-to-end digital integration, from gate entry and weighing to auctioning, invoicing, payment and dispatch, the market will function as a modern, transparent and farmer-friendly ecosystem. This model will reduce delays, prevent malpractices and minimize dependency on intermediaries, ultimately ensuring better price realization and good governance in agricultural marketing.

Details of 17 Sheds: Purpose and commodity-wise allocation, with description and provision of buildings:

Shed No.	Purpose	Detail	Size (mtr)	Area (Sqm)
Shed-01	Flower Market	Dedicated to trading of fresh cut flowers, ornamental flowers and related horticulture products.	352 × 56	19,712
Shed-02	Guava & Mix Fruit Market	Market for guava and other mixed seasonal fruits.	352 × 56	19,712
Shed-03	Organic, Imported Fruits & Vegetable Market	Specialized area for certified organic produce and imported high-value fruits and vegetables.	352 × 56	19,712
Shed-04	Apple Market	Exclusively for storage, grading and sale of apples.	352 × 56	19,712

Shed No.	Purpose	Detail	Size (mtr)	Area (Sqm)
Shed-05	Banana Market	Banana ripening, grading and trading facility.	352 × 56	19,712
Shed-06	Citrus Fruits Market	Trading of citrus fruits such as orange, sweet lime and lemon.	352 × 56	19,712
Shed-07	FPO & Female Entrepreneur Market	Platform for Farmer Producer Organizations and women entrepreneurs to sell their produce.	352 × 56	19,712
Shed-08	Watermelon, Musk Melon, Pumpkin, Coconut etc.	Dedicated to melons, pumpkin, coconut and similar produce.	352 × 56	19,712
Shed-09	Tomato & Other Suitable Vegetable Market	Focus on tomato and other perishable vegetables for wholesale and retail distribution.	352 × 56	19,712
Shed-10	Vegetable Market	For cabbage, cauliflower and similar vegetables.	352 × 56	19,712
Shed-11	Potato Market	Dedicated shed for bulk potato trading and storage.	352 × 56	19,712
Shed-12	Onion Market	Exclusive market for onions, including storage and sorting areas.	352 × 56	19,712
Shed-13	Mango Market	Facility for mango trading, grading and packaging.	352 × 32	11,264
Shed-14	Dairy Product	Specialized handling, storage and distribution of dairy and milk based products.	192 × 56	10,752
Shed-15	Fish Market	Hygienic and temperature-controlled area for fresh fish and seafood trade.	352 × 56	19,712
Shed-16	Foreign Flagship Market	Premium export-import zone for high-end foreign horticulture produce.	285 × 32	9,120
Shed-17	Farmers Shed	Open platform for direct marketing by farmers to buyers and consumers.	212 × 35	7,420
	Total			2,94,812

Work on the following buildings is in progress:

(i)Workshop

(ii)Fire Station

(iii)Police Station

(iv)Retail Zone

(v)Farmers Rest House

(vi)Institutional Building

(vii)Drivers Dormitory

(viii)External Development, comprising roads, drains, parking, trenches and utilities.

ANNEXURE-B

ACCEPTANCE CRITERIA FOR DELIVERABLES

(See Clause 11 of Schedule PMC-1)

A deliverable shall be accepted where it satisfies the criteria set out against it below. The Authority shall not withhold acceptance on any ground falling outside these criteria.

Milestone	Deliverable	Acceptance criteria
M1	Inception Report and work plan	• Work plan covering all six work streams with dated activities and resource allocation. • Survey instruments for each respondent category at Clause 3.4. • Sampling methodology and field plan demonstrating the minimum sample sizes are achievable. • Names and deployment dates of all approved Key Personnel.
M2	Diagnostic and Revalidation Report	• Primary research completed at not less than the sample sizes at Clause 3.4, with respondent lists and anonymised response-level data annexed. • Volume estimates prepared by not fewer than three independent methodologies, with divergence reconciled. • Comparative analysis covering not fewer than four national and four international markets. • Revalidation Register addressing each item at Clause 3.6(a) to (g). • Regulatory analysis identifying prerequisites for each model under consideration.
M3	Business Model Options Paper	• Not fewer than three options plus the base case, each differing on at least three dimensions at Clause 4.2. • Each option supported by the analysis required at Clause 4.3. • Financial model of not less than twenty years for each option. • Presentation made to the Board of Directors and queries responded to. • Observations of the technical review committee addressed.
M4	Updated Business Plan and Financial Model	• Business plan developed on the model selected by the Authority under Clause 4.4. • Financial model in the form required by Clause 5.5, with scenario and sensitivity analysis on each stated variable. • Model handover completed and training delivered to nominated personnel. • Financial analysis addressing each item at Clause 5.3(a) to (j). • Observations of the technical review committee addressed.
M5	Organization Structure and SOPs	• SOPs covering each process at Clause 7.1. • Organization structure consistent with the selected operating model, with manpower plan, role descriptions and recruitment sequencing. • Digitization roadmap addressing Clause 7.3. • Monitoring framework and dashboard specification delivered.
M6	Bid process documentation	• Notice Inviting Tender, bid document, draft LOA and draft contract agreement for each agency identified in the approved Execution Plan. • Pre-qualification and evaluation criteria consistent with the approved procurement strategy.

Milestone	Deliverable	Acceptance criteria
		• Documents vetted for consistency with Applicable Laws and the Haryana procurement rules.

ANNEXURE-C

FORMAT OF BANK GUARANTEE FOR MOBILISATION ADVANCE

(See Clause 12.2 of Schedule PMC-1)

To,
The Managing Director,
Haryana International Horticultural Marketing Corporation Limited,
Mandi Bhawan, C-6, Sector 6, Panchkula, Haryana-134109

In consideration of Haryana International Horticultural Marketing Corporation Limited (the "Authority") having agreed to pay to .... (the "Consultant") a mobilisation advance of Rs. .... (Rupees .... only) under the Agreement dated .... for the Selection of Strategy & Transaction Advisory Consultant for operationalization of the India International Horticulture Market, Ganaur, we, ... (name of Bank), having our registered office at ...., do hereby unconditionally and irrevocably undertake to pay to the Authority, on first written demand and without demur, protest, or reference to the Consultant, any sum or sums up to an aggregate of Rs. .... (Rupees .... only).

We undertake that any demand made by the Authority shall be conclusive and binding on us notwithstanding any dispute pending before any court, tribunal, arbitrator or any other authority, and notwithstanding any contestation by the Consultant.

This Guarantee shall remain in full force and effect until .... , being the date on which the mobilisation advance is scheduled to be fully recovered, and for a further period of three months thereafter.

Our liability under this Guarantee is restricted to Rs. .... (Rupees .... only). This Guarantee shall be valid until .... unless a claim or demand in writing is made upon us on or before that date, in which event it shall remain in force until such claim is satisfied or discharged.

Notwithstanding anything contained herein, our liability under this Guarantee shall stand discharged upon the Authority certifying in writing that the mobilisation advance has been fully recovered.

For and on behalf of .... (Bank)

(Signature, name, designation and seal of the authorized signatory)
Place: .... Date: ....

Note: This Guarantee shall be issued by a scheduled commercial bank in India and shall be furnished on non-judicial stamp paper of the requisite value.

ANNEXURE-D

PERFORMANCE THRESHOLDS

(See Clause 12.5 of Schedule PMC-1)

The thresholds set out below apply to the performance indicators at Clause 12.5 of Schedule PMC-1. The allottable trading area against which indicators K1 and K2 are measured shall be the aggregate covered area of Sheds 1 to 17 as stated at Annexure-A, less such area as the Authority may reserve for its own use or for facilities not intended for allotment, as notified to the Consultant in writing within 60 (sixty) days of execution of the Agreement.

Indicator	Basis of measurement	Threshold	Due
K1	Percentage of allottable trading area allotted or let under executed agreements	40%	Month 18
K2	Percentage of allottable trading area allotted or let under executed agreements	70%	Month 30
K3	Number of service provider agreements executed	8	Month 24
K4	Anchor concession under public-private partnership mode for which Letter of Award has been issued	1	Month 24
K5	Cumulative arrivals handled at the market	1,00,000 MT	Month 21
K6	Cumulative arrivals handled at the market	5,00,000 MT	Month 30
K7	Cumulative collection of market fee and user charges	Rs. .... crore	Month 33

The threshold applicable to indicator K7 shall be determined by the Authority and notified in the RFP or by way of Addendum prior to the Proposal Due Date.