



Corrigendum

With the approval of competent authority, Ministry of Ayush dated 24.10.2024, the bid document end date/time i.e 04.11.2024 at 05:00 PM (Monday) has been extended to 19.11.2024 at 03:00 PM (Tuesday).

The details are available at Revised Request for Proposal (RFP) for “Empanelment of Agency to undertake a detailed Study Cum Survey to Assess The Demand & Supply of Medicinal Plants and their Raw Material at National Level including Global Perspective”.

CEO, NMPB



REVISED

REQUEST FOR PROPOSAL (RFP)

FOR

EMPANELMENT OF

AGENCY TO UNDERTAKE A DETAILED

STUDY CUM SURVEY TO ASSESS THE DEMAND & SUPPLY OF

MEDICINAL PLANTS AND THEIR RAW MATERIAL AT NATIONAL LEVEL

INCLUDING GLOBAL PERSPECTIVE

ISSUED BY:

The Finance & Administrative Officer (F&AO)

National Medicinal Plants Board

Ministry of Ayurveda, Yoga, Unani, Siddha and Homoeopathy (AYUSH)

1st & 2nd Floor, Annexe Building,

Indian Red Cross Society,

New Delhi-110001

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Disclaimer

1. This RFP document is neither an agreement nor an offer by National Medicinal Plants Board, Ministry of Ayush, and Government of India (hereinafter referred to as NMPB) to the prospective applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. NMPB does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NMPB to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by NMPB in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. Each prospective applicant should conduct its own research and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. NMPB will not be liable to any prospective applicant/ firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of NMPB or their employees, any Survey Agency or otherwise arising in any way from the selection process for the assignment. NMPB will also not be liable for loss or damages in any manner whether resulting from negligence or otherwise, however caused, arising from reliance placed by an applicant upon any statement contained in this RFP.
4. NMPB will not be responsible for any delay in receiving the proposals. The issuance of this RFP does not imply that NMPB is bound to select an applicant or to appoint the Selected Applicant, as the case may be, for the services and NMPB reserves the right to accept/reject any or all of proposals submitted in response to RFP document, at any stage, without assigning any reasons whatsoever. NMPB also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. NMPB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NMPB reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of NMPB and GeM portal.

Events and Dates

Tender Inviting Authority	National Medicinal Plants Board, Ministry of Ayush
Job Requirement	Empanelment of Agency for conducting a study to determine the demand and supply of medicinal plants both in domestic as well as international trade
Date of issue of RFP	01 st October, 2024 (Tuesday)
Last date for receiving queries/requests for clarification	14 th October, 2024 at 3 PM (Monday)
Pre-bid meeting	18 th October, 2024 (Friday)
Client's response to queries/requests for clarification	25 th October, 2024 (Friday)
Bid end Date/Time	19th November, 2024 at 3:00 PM (Tuesday)
Opening of pre-qualification proposal	To be notified separately
Presentation by the applicants meeting the pre-qualification criteria	To be notified separately
Opening of financial bid	To be notified separately

Note :

- (1) It is mandatory for the Agency to register themselves on the GeM portal and also upload the details about their services as mentioned in the RFP.
- (2) For all the above Key Events and Dates – any change the bidders will be notified on NMPB Website.

Checklist of Eligibility for opening Technical Bid

Sl. No.	Item	Attachment (Y/N)
1.	Certificate of Incorporation/Registration/MoU as applicable (Having minimum 5 years of operational experience)	
2.	Copy of PAN/TAN card and GST Registration	
3.	Audited Financial Statements with a minimum annual turnover of Rs. 20 Crores from conducting surveys and related activities during the last three financial years (2021-22, 2022-23, 2023-24). In case of government institutes, minimum annual turnover requirement will not be mandatory.	
4.	For proof of experience of conducting large scale survey in Medicinal Plant Sector/Agriculture Sector. Copy of the work order and certificate of completion. In case of government institutes, work experience of large scale surveys will not be mandatory.	
5.	Complete address of the field office along with the contact details should be furnished.	
6.	Agency must furnish a proof of commitment on non-judicial stamp paper of Rs. 100/- with the core team who are on the regular payroll for a minimum period of 11 months or till the completion of the survey, whichever is later.	
7.	No Conviction certificate duly signed [format given in Form 3B (ii)].	
8.	Eligible/Not Eligible	

Section 1. : Letter of Invitation

New Delhi

Date: September, 2024

1.1 Introduction

National Medicinal Plants Board (NMPB) Ministry of Ayush, Government of India Ministry of Ayush, Government of India is the Nodal agency established by Government of India with all matters relating to Medicinal Plants and Support Policies and Programs for growth of trade, export, conservation and cultivation. The board is working under Ministry of Ayurveda, Yoga & Naturopathy, Unani, Siddha & Homeopathy (AYUSH).

The industrial demand for the medicinal plant resources has been on the rise due to the world wide up thrust in the herbal sector which is engaged in the production of herbal healthcare formulations, extracts, herbal based cosmetic products and herbal nutritional supplements. Various studies have been carried out in the country on Medicinal plants, their medicinal uses, geographical spread etc. however, limited information is available on quantum of the Demand/consumption and Supply of medicinal plants.

There is an exigency to conduct a fresh study to determine the demand and supply of medicinal plants both in domestic as well as international trade. This present study has been planned as an important step to address such a need.

1.2 Objectives:

The primary objective of the study is to assess the overall demand & supply of Medicinal Plants in the country along with supply chain and the price fixation factors. The study would help National Medicinal Plants Board (NMPB), Ministry of AYUSH, to identify the requirement and supply of commercially important species of medicinal plants, pattern of consumption by the industry and gaps in their supply chain. This would help NMPB to suggest policy level interventions to strengthen supply chain/value chain of these crops and to reduce post-harvest losses, promote sustainable collection, cultivation and maintain quality standards.

1.3. A Survey Agency will be selected as per Quality cum Cost Based Selection (QCBS) process. The RFP includes the following documents:

- Section 1 Letter of Invitation
- Section 2 Instructions to Applicants
- Section 3 Pre – Qualification and Technical Proposal
- Section 4 Financial Proposal – Standard forms
- Section 5 Terms of Reference
- Section 6 Standard Format of Work Order

All clarifications/ corrigenda will be published only on the website of NMPB. The official website for accessing the information related to RFP is: www.nmpb.nic.in (the “Official Website”) along with Government e-Marketplace (GeM) Portal (<https://gem.gov.in/>).

Yours sincerely,

The Finance & Administrative Officer (F&AO),
National Medicinal Plants Board (NMPB),
Ministry of Ayush, Government of India,
Indian Red Cross Society (IRCS), Annexe Building,
1st & 2nd floor, 1 Red Cross Road, New Delhi-110001

Section 2. Instruction to applicants

2.1 Introduction

2.1.1 The Client, i.e., National Medicinal Plants Board (NMPB), Ministry of Ayush, Government of India, will select an agency in accordance with the method of selection specified in the RFP. Applicants are advised that the selection of Agency shall be on the basis of an evaluation by client through the selection process specified in this RFP (the selection process). 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 client's decisions are final without any right of appeal whatsoever.

2.1.2 The applicants are invited to submit Technical and Financial Proposals (collectively called as- the proposal), for the services required for the assignment. The proposal will form the basis for grant of Work Order to the selected Agency. The Agency shall carry out the assignment in accordance with the Terms of Reference of RFP (the ToR).

2.1.3 The applicant shall submit the proposal in the form and manner specified in this RFP. The proposal shall be submitted as per the forms given in relevant sections herewith.

2.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals and their participation in the selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its proposal. The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Work Order, without thereby incurring any liability to the applicants.

2.1.5 Client requires that the applicant shall hold client's interests paramount, avoid conflicts with other assignments or with its own interests and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the project.

2.1.6 It is the Client's policy to require that the applicants observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the client:

- a) will reject the proposal for award if it determines, at any stage/time, that the applicant has engaged in corrupt or fraudulent activities in competing for the Work Order in question;
- b) will declare an applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the applicant has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order.

2.1.7 Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, Ministry of Ayush whose decision shall be final and binding on the parties.

2.1.8 Termination of assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days' notice in writing. In the event of termination for no fault of Applicant, the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.

2.1.9 The Applicants shall submit their proposal in four covers containing details of Earnest Money Deposit (EMD) or Bid Securing Declaration, Pre-Qualification Proposal, Technical Proposal and Financial Proposal

through Government e-Marketplace (GeM) Portal (<https://gem.gov.in/>). Original EMD or Bid Securing Declaration is to be deposited at NMPB, Ministry of Ayush. No proposal shall be accepted in any other form and shall be summarily rejected.

2.1.10 The evaluation will be done in accordance with procedure given in Clause 2.6.

2.1.11 Number of Proposals: No Applicant shall submit more than one Application.

2.1.12 Right to reject any or all Proposals:

(i) Notwithstanding anything contained in this RFP, the Client 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 thereof.

(ii) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if: a. at any time, a misrepresentation is made or discovered, or b. the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.

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

2.1.13 Acknowledgement by the Applicant

(i) It 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 the Client;

c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;

d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

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

f) agreed to be bound by the undertaking provided by it under and in term hereof, and

g) conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtained independent advice from appropriate sources.

(ii) The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its Survey Agency.

2.2 Clarification and amendment to RFP documents

Applicants may seek clarification on this RFP document, within five (5) days of the date of issue of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and/or word file) to the Client's email address (mentioned below) or through post to client's office address to:

The Finance & Administrative Officer (F&AO),
National Medicinal Plants Board (NMPB),
Ministry of Ayush, Government of India,
Indian Red Cross Society (IRCS), Annexe Building,
1st & 2nd floor, 1 Red Cross Road, New Delhi-110001,
Email id: fao-nmpb@nic.in

The Client will endeavor to respond to the queries prior to the Bid End Date. The Client will post the reply to all such queries on its official website and/or on the Government eMarketplace (GeM) Portal (<https://gem.gov.in/>).

2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Applicant, modify/ update the RFP documents by way of an amendment. Only the amendments/ corrigenda posted on the Client's Official Website shall be valid. In order to provide the Applicants a reasonable time for taking an amendment into account, the Client may at its discretion extend the Bid End Date.

2.2.2 Applicants willing to attend the pre-bid should inform client beforehand in writing through email. The maximum number of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Earnest Money Deposit

2.3.1 The applicants have options to submit either the Earnest Money Deposit (EMD) or the Bid Securing Declaration (refer section 2.3.3 below). An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Bank of Baroda in favour of Pay and Account Officer, Ministry of Health & Family Welfare, New Delhi, payable at New Delhi, for the sum of Rs. 5,00,000/- (Rupees Five Lakh Only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3F.

2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as —EMD— [name of assignment] and —Not to be opened except in the presence of evaluation committee. This envelope shall be delivered to NMPB in physical form before the Bid End Date. In addition, a scanned copy (in pdf format) may also be uploaded on GeM Portal. Bids received without the specified Earnest Money Deposit or the Bid Securing Declaration will be summarily rejected.

2.3.3 Alternative to Earnest Money Deposit: In lieu of submission of EMD as stipulated in section 2.3.1 above, applicants are hereby granted a choice to submit a Bid Securing Declaration (on a notarized Rs. 100/- Stamp Paper) in accordance with Rule 170 (iii) of GFRs, 2017 concerning alternatives to Earnest Money Deposits (reproduced below). Rule 170 (iii): In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

- 2.3.4 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the Work Order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the Work Order and furnishing the Performance in accordance with provision of the RFP and Work Order.
- 2.3.5 Client will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Work Order);
 - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Client from time to time,
 - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the Work Order or provide the Performance Security within the specified time limit, or
 - (iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client. Performance Security equivalent to the amount indicated in this RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP/ Work Order. For the successful bidder, the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.
- 2.3.6 Any entity which has been barred by the Central Government, any State Government, a statutory or by order of a judicial/regulatory 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 Bid End Date, would not be eligible to submit a Proposal.
- 2.3.7 An Applicant 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.

2.4 Preparation of Proposal

- 2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.4.2 The technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.
- 2.4.3 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 2.4.4 The Proposals must be digitally/ink pre-signed by the Authorized Representative (the—Authorized Representative) as detailed below:
- i. by the proprietor in case of a proprietary firm;
 - ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - iii. by a duly authorized person holding the Power of Attorney/Board Resolution, in case of a Limited Company or a corporation.

2.4.5 Applicants should note the Bid End Date for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of Documents received by/before the closing time of Bid End Date. 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, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.4.6 Financial Proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes (except GST) associated with the Assignment. Applicants shall express the price of their services in Indian Rupees only. While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. 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 the expenses and tax liabilities and cost of insurance specified in the Work Order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
- iii. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- iv. Applicants shall express the price of their services in Indian Rupees only.

2.4.7 The Financial proposal of the technically qualified participating agencies will be opened by the Committee on the prescribed date in the presence of the Agency's representatives. The names of technically qualified participating agencies with their overall technical scores shall be uploaded on the GeM Portal.

2.4.8 The Agency with lowest qualifying Financial Quote (L1) will be awarded normalized score of 100 (amongst the participating Agency which did not get disqualified on the basis of technical score). Financial Scores for other than L1 participating Agency will be evaluated using the following formula: Financial Score of an Agency (Fn) = {(Financial Quote of L1/Financial Quote of the Agency) X 100} (Adjusted to two decimal places)

2.4.9 Final Score

The technical and financial scores secured by each Agency will be added using weightage of 80% and 20% respectively to compute the Final Score.

The Final Score will be calculated (to two decimal points) as follows:

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where B_n = Final Score of Agency

T_n = Technical score of the Agency (out of maximum of 100 marks)

F_n = Normalized financial score of the Agency

The Agency securing the highest Composite Score will be adjudicated as the selected Agency for award of the Project. In the event the composite bid scores are “tied”, the Agency securing the highest technical score will be adjudicated as the selected Agency for award of the Project.

Example: Illustration of calculation based on dummy data.

Score	Weights assigned	Agency (X)	Agency (Y)
Technical	0.80	70	80
Financial	0.20	100	90
Composite Score		76	82

2.4.10 Project awarded to Agency (Y) based on highest Composite Score.

2.4.11 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.5 Submission, Receipt and Opening of Proposals

2.5.1 The Proposal shall be submitted through Government e-Marketplace (GeM) Portal. Files uploaded on the portal should have file name in accordance to following format [form name. applicant name]. Applicant name should contain only first two words of its name.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details (or Bid Securing Declaration), Pre-qualification, Technical and Financial proposal using digital signatures. The Authorized Representative’s authorization should be confirmed by a written power of attorney/Board Resolution by the competent authority accompanying the Proposal. (Pre-Qualification Proposal).

2.5.3 The Applicant shall submit their proposal in four covers containing details of EMD (or Bid Securing Declaration), Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively, through GeM portal. No proposal shall be accepted after the due date for submission of Proposals.

2.5.4 After the Proposal submission until the grant of the Work Order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the applicant firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in the rejection of the applicant’s proposal.

2.6 Proposal Evaluation

2.6.1 As part of the evaluation, the Pre-Qualification Proposal submitted (Form 3A - 3E) shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently, the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

2.6.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

Pre-qualification

- (i) The client will satisfy itself that the applicants meets the minimum qualifications prescribed before evaluating technical and financial proposals.

Technical Proposal

- (i) The Technical Proposal is received in the form specified in this RFP;
- (ii) It is accompanied by the Earnest Money Deposit (or Bid Securing Declaration) as specified in this RFP;
- (iii) It is received by the Proposed Due Date including any extension in terms hereof;
- (iv) It does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFP;
- (ii) It is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) It does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.

2.6.3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below. As part of the evaluation, the Pre-Qualification Proposals submitted should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

2.6.4 Minimum Qualification Criteria

Sl. No.	Pre-Qualification Criteria	Proof/Documents Required
1.	I. Name and address of the Organisation, II. Year of establishment III. Having minimum 5 years of operational experience IV. Whether Organisation is registered in INDIA under society Registration ACT, 1860 or is an autonomous body or a Limited company or a firm etc., and details there of (e.g., name(s) of partners, Managing Directors, Chief Executive Officers, key persons)	Copy of Certificate of Incorporation /Registration / MoU as applicable alongwith Form 3B (i).
2.	The Agency should have a valid PAN/TAN and GST Registration in India.	Copy of PAN/TAN card and GST Registration alongwith Form 3B (i).
3.	The Agency should have a minimum annual turnover of Rs. 20 Crores from conducting surveys and related activities during the last three financial years (2021-22, 2022-23, 2023-24). In case of government institutes, minimum annual turnover requirement will not be mandatory.	1. Copy of Audited Profit/Loss Statement and Balance sheet alongwith Form 3C. 2. A self-undertaking (by authorized signatory) that such component will be more than 20 Crores.
4.	For proof of Experience of conducting large scale survey in Medicinal Plant Sector/Agriculture Sector In case of government institutes, work experience of	1. Copy of the work order and certificate of completion.

	large scale surveys will not be mandatory.	2. Survey experience in the format provided in Form 3D.
5.	The Agency may have a regular office at National Headquarters and respective states where they are applying for.	Complete address of the field office along with the contact details should be furnished.
6.	The agency should have core staff as regular employee of the organization for past 12 months (copy of salary certificates for last 11 months need to be attached). The core staff must commit to continue with the project till the completion of survey, (on Non-Judicial Stamp paper of Rs. 100/-) for each State/ part of States/group of States/UTs applied for.	Agency must furnish a proof of commitment on non- judicial stamp paper of Rs. 100/- with the core team who are on the regular payroll for a minimum period of 11 months or till the completion of the survey, whichever is later or A self-undertaking (by authorized signatory) that Agency must hire core staff/proposed resources as the employees of the organization before signing of the agreement till the completion of the project.
7.	The Agency should not have been blacklisted by Central/State Government departments/Undertakings of Govt. of India.	No Conviction certificate duly signed along with Form 3B (ii).

2.6.5 Technical Evaluation: The Evaluation Committee appointed by the Client will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agency at this stage. Each evaluated Proposal will be given a technical score (Tn) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

SL.NO.	ITEM	RESPONSE
PART A: Organizational Profile (10%)		
i.	Name and address of the Organization	Mentioned (Y/N)
ii.	Year of establishment	Mentioned (Y/N) (a) 5 years & more
iii.	Whether Organization is registered under Society Registration Act or is an autonomous body or a Limited	Mentioned (Y/N)
iv.	Infrastructure at Headquarter	
	Number of National Level offices which are fully functional with basic amenities like: Availability of telephone and internet, Availability of computers and printer, Photocopy machine/Copier/ Scanner	Mandatory Field
v.	Infrastructure in the States/UTs office	
	Number of offices in individual states fully functional with basic amenities like: Availability of telephone and internet, Availability of computers and printer, Photocopy machine/Copier/ Scanner. Degree of outreach that the applicant organizations/consortium can demonstrate amongst medicinal plant key stakeholders who need to be contacted during the course of study.	0.277 per state
PART B: Human Resources (35%)		
	Name of post	General Qualifications/experience/ language
i	Project Coordinator	1. Qualification: Degree in Botany/Forestry/Agriculture/Horticulture /Agribusiness/ Rural Business management subject or Masters in Business Administration or equivalent (PhD=2, M.Phil.=1, Masters= 0.5)

		2. Experiences not less than 2 years (5= 3,4= 2,3= 1,2= 0.5)
ii	Statistician	1. Qualification: Degree in Statistics subject (PhD=2, M.Phil.=1, Masters=0.5) 2. Experiences not less than 2 years (5= 3,4= 2,3= 1,2= 0.5)
iii	IT Consultant	1. Qualification: Degree in Computer Science/Information Technology (Masters = 2, Graduation=1) 2. Experiences not less than 2 years (5= 3,4= 2,3= 1,2= 0.5)
iv	Subject Matter Expert	
(a)	Value Chain Expert	1. Qualification: Degree in Botany/Forestry/Agriculture/Horticulture /Agribusiness/ Rural Business management or Masters in Business Administration or equivalent (PhD=2, M.Phil.=1.5, Masters= 1) 2. Experiences not less than 2 years (5= 3,4= 2,3= 1,2= 0.5)
(b)	Market Expert	1. Qualification: Degree in Botany/Forestry/Agriculture/Horticulture /Agribusiness/ Rural Business management or Masters in Business Administration or equivalent (PhD=2, M.Phil.=1.5, Masters= 1) 2. Experiences not less than 2 years (5= 3,4= 2,3= 1,2= 0.5)
(c)	Agri. Supply Chain Expert	1. Qualification: Degree in Botany/Forestry/Agriculture/Horticulture /Agribusiness/ Rural Business management or Masters in Business Administration or equivalent (PhD=2, M.Phil.=1, Masters= 0.5) 2. Experiences not less than 2 years (5= 3,4= 2,3= 1,2= 0.5)
v	Documentation Specialist	1. Qualification: Degree in Botany/Forestry/Agriculture/Horticulture /Agribusiness/ Rural Business management or Masters in Business Administration or equivalent (Masters= 2 Graduation=1) 2. Experiences not less than 2 years (5= 3,4= 2,3= 1,2= 0.5)

*** The above list is indicative , however , agencies may have additional manpower as per the need of the project & proper justification must be provided for the same**

PART C: Survey Experience at National and State Level (Please furnish the latest 5 surveys) (15%)

i.	Experience of conducting large scale survey in Medicinal Plant Sector/Agriculture Sector	Survey conducted and Successfully completed in National/ Regional- State Level for which bid submitted *(N= National) (S= State)	Timeliness of the survey			
			Duration of survey (Months)	Date of commencement of the Survey	Date of completion of the Survey	Whether completed in time (A certificate towards timely completion of survey should be attached.)
	Name of the surveys, starting with the latest					
	1. Survey-1	(N=2,S=1)				(Y=1,N=0)
	2. Survey-2	(N=2,S=1)				(Y=1,N=0)
	3. Survey-3	(N=2,S=1)				(Y=1,N=0)
	4. Survey-4	(N=2,S=1)				(Y=1,N=0)
	5. Survey-5	(N=2,S=1)				(Y=1,N=0)

PART D: Presentation (40%) (10x4=40)

i.	Presentation of detailed operational Plan within 20-25 minutes covering various aspects of survey implementations like: <ul style="list-style-type: none"> Adequacy of suitable human resources Design of the survey Sampling framework Data collection approach Data Analysis 	(0-40)
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	<ul style="list-style-type: none"> Monitoring & Supervision along with Strategy to maintain data quality Data management strategy Strategies to maintain timeliness in completion of the project Quality of Proposal Presentation & defense 	
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\$The Committee reserves the right to decide weights for different dimensions of survey implementation

Evaluation Form

Indicators				
Part-A. Organizational profile (10%)		Number (if applicable)		Other information
Number of National Level offices which are fully functional with basic amenities like: Availability of telephone and internet, Availability of computers and printer, Photocopy machine/Copier/ Scanner				
Infrastructure @Headquarters				
Number of offices in individual states fully functional with basic amenities like: Availability of telephone and internet, Availability of computers and printer, Photocopy machine/Copier/ Scanner. Degree of outreach that the applicant organizations/consortium can demonstrate amongst medicinal plant key stakeholders who need to be contacted during the course of study.		0.277 per state		
Infrastructure @States/UTs office				
Part-B. Human resources (7×5%= 35%)		Education (2%)		Experience (3%)
Project Coordinator (5%)				
Statistician (5%)				
IT Consultant (5%)				
Value Chain Expert (5%)				
Market Expert (5%)				
Agri. Supply Chain Expert (5%)				
Documentation Specialist (5%)				
Part-C Organizational Survey Experience Number of surveys conducted (3×5%= 15%)				
Experience of conducting large scale survey in Medicinal Plant Sector/Agriculture Sector	Survey conducted and Successfully completed in National/ Regional-State Level for which bid submitted *(N= National)	Starting date of survey	Completion date of survey	Completed in time or not? (1%)

	(S= State) (2%)			
Name of the surveys, starting with the latest				
1.				
2.				
3.				
4.				
5.				
PART D: Presentation (40%) (10x4=40)				
ii Presentation of detailed operational Plan within 20-25 minutes covering various aspects of survey implementations like:		Maximum Marks 40		
<ul style="list-style-type: none"> • Adequacy of suitable human resources • Design of the survey • Sampling framework • Data collection approach • Data Analysis • Monitoring & Supervision along with Strategy to maintain data quality • Data management strategy • Strategies to maintain timeliness in completion of the project • Quality of Proposal • Presentation & defense 				

A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference.

2.6.6 Final selection: The final selection of the Survey Agency would be based on QCBS (Quality-Cum Cost Based Methodology). The technical score would be calculated for each applicant by the Client and all the applicants who get at least 75 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 75 out of 100 would not be considered for the financial evaluation. The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 80:20. The applicant with the highest weighted score would be awarded the contract.

2.7. Grant of Work Order

2.7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. In the event the duplicate copy of the Work Order duly signed by the Successful Applicant is not received within 7 (seven) days of the receipt of the Work Order, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant in full or to the extent of mutually agreed pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the Work Order, and the next highest ranking Applicant may be considered.

2.7.2 Performance Security: Performance Security equivalent to 3 (Three) percent of the total value of the contract shall be furnished from a Nationalized/Scheduled Bank by the Successful Applicant, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the Work Order. For the successful bidder, the Performance Security will be

retained by Client until the completion of the assignment by the by the Successful Applicant and be released 60 (Sixty) Days after the completion of the assignment.

- 2.7.3 In Case of poor performance, breach of confidential information or any other type of default, the Client will have the right to forfeit the Performance Security including blacklisting of the agency.

2.8. Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the Work Order shall not be disclosed to the applicants, their representatives/agents or any person connected to the Applicant(s) who submitted the proposals or to other persons not officially concerned with the process, until the Successful Applicant has been notified that it has been given the Work Order.

2.9. Contract cancellation along with forfeiture of Performance Guarantee

- 2.9.1. The Applicants and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will 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 its officer(s), employee(s), agent(s), representative(s) and adviser(s), 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, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's proposal.
- 2.9.2. Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Applicant or Survey Agency, as the case may be, is found by the Client to have directly or indirectly or through its agent(s)/representative(s), 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 WORK ORDER or the execution of the Agreement, such Applicant or Survey Agency shall not be eligible to participate in any tender or RFP issued by the Client during a period of 5 (five) years from the date such Applicant or Survey Agency, as the case may be, is found by the Client to have directly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. Further, the Client will have the right to forfeit the Performance Guarantee also.
- 2.9.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 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 avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, 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 WORK ORDER or after the execution of the Agreement, as

the case may be, any person in respect of any matter relating to the Project or the WORK ORDER or the Agreement who at any time has been or is a legal, financial or technical Survey Agency/ adviser of the Client in relation to any matter concerning the Project; fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (a) coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (b) undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Client 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
- (c) 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.

2.10. Pre-Bid Meeting

- 2.10.1. Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two agents/representatives of each Applicant will be allowed to participate on behalf of the agency.
- 2.10.2. During Pre-Bid Meeting, the Applicants will be free to seek clarifications (posted on the website) and make suggestions for consideration of the Client. The Client will endeavor 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.

2.11. Miscellaneous

- 2.11.1. The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.11.2. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 2.11.2.1 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;
 - 2.11.2.2 consult with any Applicant in order to receive clarification or further information;
 - 2.11.2.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or 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.
- 2.11.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, 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.
- 2.11.4. All documents and other information provided by Client or submitted by an Applicant to the

Client shall remain or become the property of the Client. Applicants and the Survey Agency, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to the Client in relation to the assignment shall be the property of the Client.

- 2.11.5. The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.12. Tentative schedule for selection process

The Client will endeavor to follow the following schedule:

Tender Inviting Authority	National Medicinal Plants Board, Ministry of Ayush
Job Requirement	Empanelment of Agency for conducting a study to determine the demand and supply of medicinal plants both in domestic as well as international trade
Date of issue of RFP	01 st October, 2024 (Tuesday)
Last date for receiving queries/requests for clarification	14 th October, 2024 at 3 PM (Monday)
Pre-bid meeting	18 th October, 2024 (Friday)
Client's response to queries/requests for clarification	25 th October, 2024 (Friday)
Bid end Date/Time	19th November, 2024 at 3:00 PM (Tuesday)
Opening of pre-qualification proposal	To be notified separately
Presentation by the applicants meeting the pre-qualification criteria	To be notified separately
Opening of financial bid	To be notified separately

Section 3. Pre-Qualification and Technical Proposal Standard Forms

[Form 3A:](#) Pre-Qualification Proposal Submission Form

[Form 3B:](#) (i) Self-certification of Minimum Eligibility and of not being blacklisted

(ii) Format of No-Conviction Certificate

[Form 3C:](#) Format for Pre-Qualification Proposal (Annual Turnover of Applicant) for Survey related Services

[Form 3D:](#) Format for highlighting relevant experience

[Form 3E:](#) Format for Power of Attorney for Authorized representative

[Form 3F:](#) Format of Bank Guarantee for Earnest Money Deposit (*applicant may replace it by a Bid Securing Declaration as per Rule 170 (iii) of GFRs, 2017*)

[Form 3G:](#) Technical Proposal Submission

[Form 3H:](#) Format for CV of the professional staff proposed

A presentation need to be made by the Bidder at the time of technical evaluation which may be submitted later (at least 1 day before the date of technical presentation/evaluation).

*Please attach a clear scan copy of all the documents

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

The Finance & Administrative Officer (F&AO),
National Medicinal Plants Board (NMPB),
Ministry of Ayush, Government of India,
Indian Red Cross Society (IRCS), Annexe Building,
1st & 2nd floor, 1 Red Cross Road, New Delhi-110001

RFP dated [date] for Selection of Survey Agency for [name of assignment]

Dear Sir/ Madam,

With reference to your RFP document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as Survey Agency for [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

We understand you are not bound to accept any Proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Survey Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Survey Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or 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, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part

6. We declare that:

- (a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
- (b) We do not have any conflict of interest in accordance with the terms of the RFP;
- (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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and
- (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- 7. 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 Survey Agency, without incurring any liability to the Applicants.
- 8. We declare that we are not associated or affiliated to any other Applicant applying for Selection as a Survey Agency.
- 9. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. 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 affiliates. We further certify that neither we nor any of our consortium members have been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
- 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
- 12. 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 Client in connection with the selection of Survey Agency or in connection with the selection process itself in respect of the above mentioned Project.
- 13. 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 Project is not awarded to us or our proposal is not opened or rejected.
- 14. We agree to keep this offer valid for 60 (sixty) days from the Bid End Date specified in the RFP.
- 15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Signature

Name and title of Authorized signatory/Authorized Representative

(Name of Firm)

Address:

Telephone:

Fax:

(Name and seal of the Applicant/ Authorized Representative)

Form 3B (i): Self-certification of Minimum Eligibility and of not being blacklisted

[Location, Date]

Here give a certificate that the Survey Agency is a registered firm/ company/ partnership* and is not being currently blacklisted** by any Central/ State/ Public Sector undertaking in India.

If at any time it is found that the Survey Agency did not have the capabilities as enumerated above, NMPB may put the Survey Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

*Kindly provide supporting documents of being registered firm/incorporation certificate

**Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents

Form 3B (ii): FORMAT OF NO-CONVICTION CERTIFICATE

[On the letterhead of the Organisation]

No-Conviction Certificate

This is to certify that (Name of the Organisation), having registered office at (Address of the registered office) has currently not been blacklisted or restricted to apply for any survey related activities by any Autonomous organization/Institution or Central/State Government Department or Court of law anywhere in the country.

Signature:

Name of the Authorized Signatory:

Designation: Contact details (including E-mail): Date:

Place:

Form 3C: Format for Pre-Qualification Proposal (Annual Turnover of Applicant) for Survey related Services

S. No.	Financial Years	Turnover from Survey related services (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	

Certificate from the Statutory Auditor

This is to certify that [name of company] [registered address] has received the payments from Survey related services shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory Seal of Audit firm

Note:

1. In case the Applicant does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant.

Form 3D: Format for highlighting relevant experience

**Details of completed surveys by Agency in last five years,
which should be considered for this evaluation***

Sr. No.	Name of Client and Topic:	Approx. value of the Contract:	Duration of assignment (months) and Completion Date (Month/Year):	Coverage	Topic

Note: Add rows if required.

*It is highly desirable to attach completion certificate from the funding agency for those projects which are to be considered for evaluation.

*Kindly provide supporting documents such as contract/Work Order copy etc.

*Please note that the experience will not be counted if the relevant supporting document is not attached.

*Please provide experience of the registered firm/company/partnership who is applying (do not share experience of sister companies/subsidiaries).

* Please attach a clear scan copy of the supporting documents.

Form 3E: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representative), with power to sub- delegate, in writing, to any person, 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 for and selection as Survey Agency for [name of assignment], to be developed by NMPB (the —Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority 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 Project and/or upon award thereof to us until accepting the Work Order with the Authority.

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, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in yyyy format].

For [name and registered address of organization]

[Signature] [Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

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 when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. 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, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3F: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, National Medicinal Plants Board, Ministry of Ayush, Government of India, (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Survey Agency for **[name of assignment]** pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft Work Order for services (hereinafter collectively referred to as—RFP Documents), we **[Name of the Bank]** having our registered office at **[registered address]** and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. [in figures] ([in words])** (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. [in figures] ([in words])**.

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Bid End Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, acquisition, merger or amalgamation of the Bidder or the Bank with any other Company, Corporation, LLP or a Firm.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of extension of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [**Name of bank along with branch address**] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Banks liability under this Guarantee shall be restricted to **Rs. [in figures] ([in words])**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before **[date]**/15 days from the date of receipt of notice by the Bank.

Signed and Delivered by [name of Bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 3G: Technical Proposal Submission Form

[Location, Date]

The Finance & Administrative Officer (F&AO),
National Medicinal Plants Board (NMPB),
Ministry of Ayush, Government of India,
Indian Red Cross Society (IRCS), Annexe Building,
1st & 2nd floor, 1 Red Cross Road, New Delhi-110001

RFP dated [date] for selection for [name of assignment]

Madam / Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you/Client are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Survey Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Survey Agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or 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, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
- a. We have examined and have no reservations to the RFP, including any Addendum issued at any stage by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. 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 Survey Agency, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. 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 affiliates. We further certify that neither we nor any of our consortium members or our affiliates have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. 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 Client in connection with the selection of Survey Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. 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 Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

(Name and seal of the Applicant/Member in Charge)

Form 3H: Format for CV of the professional staff proposed

(Please attach separate sheets for each resource)

1.	Name:			
2.	Position:			
3.	Date of Birth:			
4.	Education:			
	From	To	Company	Position held
5.	Employment Record			
6.	Brief Profile (Years of experience etc.)			
7.	Work Experience:			
8.	Languages Known:			
9.	Work Undertaken that Best Illustrates Capability to Handle the Task			
	Assigned Year:			
	Location:			
	Client:			
	Position Held:			
	Main features:			
	Activities Performed:			

Section 4. Financial Proposal – Standard Forms

[Form 4A:](#) Financial Proposal Submission

[Form 4B:](#) Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

The Finance & Administrative Officer (F&AO),
National Medicinal Plants Board (NMPB),
Ministry of Ayush, Government of India,
Indian Red Cross Society (IRCS), Annexe Building,
1st & 2nd floor, 1 Red Cross Road, New Delhi-110001

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] (excluding service tax).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of the Firm:

Address:

Form 4B: Summary of Costs

Total Cost[#]	
Tax*	
Total cost of Financial Proposal (Incl. GST as applicable)	

#For Financial Evaluation, the Total Cost for the period will be considered. This fee will cover costs/expenses of the Survey Agency for undertaking work as detailed in the Scope of Work. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses.

*Goods and Services Tax (and other applicable taxes and levies) would be payable at the applicable rates as may be in force from time to time.

Section 5. Terms of Reference (ToR)

(Appendix A)

5.1. Background:

The industrial demand for the medicinal plant resources has been on the rise due to the world wide up thrust in the herbal sector which is engaged in the production of herbal healthcare formulations, extracts, herbal based cosmetic products and herbal nutritional supplements. Various studies have been carried out in the country on Medicinal plants, their medicinal uses, geographical spread etc. however, limited information is available on quantum of the demand/consumption and Supply of the exclusively in medicinal plants.

There is an exigency to conduct a study to determine the demand and supply of medicinal plants both in domestic as well as international trade. This present study has been planned as an important step to address such a need.

5.2. Objective:

The primary objective of the study is to assess the overall demand & supply of Medicinal Plants in the country along with supply chain and the price fixation factors. The study would help National Medicinal Plants Board (NMPB), Ministry of AYUSH, to identify the requirement and supply of commercially important species of medicinal plants, pattern of consumption by the industry and gaps in their supply chain. This would help NMPB to suggest policy level interventions to strengthen supply chain/value chain of these crops and to reduce post-harvest losses, promote sustainable collection, cultivation and maintain quality standards.

5.3. Expected Outcome/Deliverables of the study :

- i. Assessment of species wise demand of raw material in terms of volume and value of Medicinal Plants across various quarters including:
 - a. Demand of Trade and Industry (State wise/District wise)
 - b. Demand for Exports (State wise/Country wise)
 - c. Demand from Rural Households Traditional Healers demand (State wise/District wise)
- ii. Assessment of the current supply of raw material in terms of volume and value of Medicinal Plants species in India from different sources including:
 - a. Wild sources and wastelands (State wise/District wise)
 - b. Cultivation (State wise/District wise)
 - c. Import(State wise/Country wise)

Note: - The agency will cover ASU&H Manufacturing Units, pharmaceuticals, nutraceutical, cosmeceutical and extract Industry etc. to determine demand and supply of Medicinal plants.

- iii. Design an online module for data uploading to assess demand and supply of medicinal plants and make available a dashboard for State Licensing Authorities / State Medicinal Plant Boards/ other organisation to take review and encourage online submission of data for consumption of medicinal plants and supply sources in timely manner.
- iv. Documentation of current as well as last 5 years trade statistics along with estimated trade in future through APMC Mandi/KrishiUpajMandi/ e-Nam etc.
- v. In addition to the above, during the proposed course of the study the agency is also expected to undertake the following activities:
 - a) Carry out detailed analysis to recapitulate the current regulatory frame work applicable to the medicinal plants based industry in the context of domestic and international trade which covers all related acts and regulations etc.
 - b) Capture stakeholders in supply chain of medicinal plants, analyze the price difference in the market and the potential gaps in the supply chain and suggest measures to minimize the same.
 - c) Make a SWOT analysis of the Indian Medicinal Plants sector.
 - d) Assess the current pricing structure including all taxes/duties at various stages of Trade as well as Trend Analysis for all demanded species.

- e) Cover the existing B2B Model in medicinal plants sector and suggest guidelines for further upgradation.
- f) Suggest guidelines for promotion of export of medicinal plants with special focus on Mandis.
- g) The agency will provide the separate list of Traders with their respective addresses, contact details, volume and prices of herbal raw material traded annually during last five years (species wise).
- h) Identify the opportunities of alignment with the existing government schemes to promote the sector.
- i) The "Agency" shall provide separate chapters for reports in respect of all major deliverables.
- j) Assessment of organically grown medicinal plants

5.4. Indicative Study Approach and Broad Scope of Services (Outline of task to be carried out):

An indicative study approach to achieve the objectives and expected outcomes are outlined below:

- a. Review of secondary information already available with different resources.
- b. Identification of appropriate parameters for primary data collection from Collectors/ Cultivators /Extract Industry/ ASU & H Manufactures /Nutraceutical and Cosmeceutical industry /Pharmacies, vaidyas, hakims, doctors, Rural Households etc. in various States/UTs of India regarding demand and supply of medicinal plant raw material and extracts within the country and those exported & imported.
- c. Devising appropriate pilot formats/questionnaire for data collection in line with objectives and deliverables of the study.
- d. Proposed sampling design: The sampling design should cover all major stakeholders/users/producers of medicinal plants in proportion of the quantum of raw material consumed/produced across the country and abroad.
- e. The sampling may be done so as to capture the data of consumption of raw material in domestic ASU&H manufacturers/Extract Industries/Nutraceutical and Cosmeceutical industries based on numbers of medicinal plants species used in addition to the quantum and value of raw materials traded.
- f. Undertake pilot study for validation and finalization of the formats/questionnaires to be used in the study.
- g. Conducting systematic field visits, surveys, consultations, data collection etc., with dealers/traders and exporters of medicinal herbs; raw drugs, extracts, organizations engaged in procurement, trade and import-export of medicinal plants/herbs, extracts and medicaments and all other stakeholders to generate information to meet the objectives of study.
- h. Conducting visits, surveys, discussions, consultations etc., with the departments of Forest, Agriculture, Horticulture, Commerce, Science and Technology, Health in Central/State/UT Government, Public sector units and others to collect the required information from stakeholders engaged in collecting/cultivating & trading of medicinal plants.
- i. The "Agency" may have to undertake revised survey, etc. and submit the revised draft report if the information furnished is not found satisfactory to meet the objective and deliverables of the study.
- j. Harnessing the export potential of medicinal plants from India and assessing the major bottlenecks associated with exports.
- k. Analysis of data, findings and report compilation.

5.5. Agreement:

The successful agency shall have to sign an Agreement with the NMPB, Ministry of AYUSH with regard to meeting of "Objectives, Terms of Reference and Conditions" of the agency. This agreement shall be registered and registration fee is to be borne by the agency.

5.6. Duration / Schedule of Assignment:

The expected duration of the study will be 24 months from the date of signing of agreement (extendable by the NMPB at its discretion). The agency shall be required to make a presentation about the progress achieved at completion of each Phase of the study, and submit "Draft Report" within 18 months from the award.

Project Milestones	Time Line
<u>Submission of inception report</u>	3 months
<u>Submission of mid term appraisal report</u>	9 months
<u>Submission of annual report</u>	12 months
Submission of final draft report	18 months
Project completion	24 months

5.7. Penalty:

In case the implementation agency is not able to conclude the work in stipulated period (as provided in Para 5.6 above) without any justification the implementing agency would be liable to forgo 1% of the fee (excluding taxes) per week, subject to a maximum of 10%.

5.8. Payment Terms:

- a. 20% on submission of the inception report: Within 12 weeks of signing of the agreement (against the stipulated Bank guarantee).
- b. 20% on submission of mid term appraisal report and acceptance of report in 9 months.
- c. 20% on submission and acceptance of 1st Annual report.
- d. 20% on submission of final draft report in 18 months.
- e. 20% on acceptance of final report & submission of 500 copies & soft copy.

Note: The institutions proposing project are eligible to levy institutional charges, subject to a maximum of 5% of the total cost of the project.

5.9. Other terms:

- The "Agency" may have to undertake revised survey, etc. and submit the revised draft report if the information furnished is not found satisfactory to meet the objective and deliverables of the study.
- The "Agency" shall provide separate chapters for reports in respect of all Major deliverables.
- The report of study shall be presented to Government of India (NMPB, Ministry of AYUSH, and it will be the property of NMPB. No portion of it shall be shared with any other agency/department or put to any other use by the Agency without explicit knowledge & written permission of the NMPB.
- The resource persons have to furnish an undertaking that they have duly satisfied themselves of actual availability of Agency whose CVs have been included in the proposal.
- The amount paid shall be recovered with penal interest, if it is found that:-
 - The report does not provide all required information. The report is not based on actual filed work.
 - The data furnished is outdated/unrealistic or drawn from any old report. Documentary evidence shall have to be submitted to ascertain the actual exercise undertaken, along with the draft Report).

5.10. Supervision:

Overall supervision of the assignments will be evaluated by a committee appointed by NMPB, Ministry of Ayush, Govt. of India.

5.11. Rights of National Medicinal Plants Board

The National Medicinal Plants Board, Ministry of AYUSH reserve the rights to accept/reject the proposal received without assigning any reasons what so ever, or may call for any additional information / clarification, if so required.

The National Medicinal Plants Board reserve the rights to terminate the contract without assigning any reason. The period of contract (24 months) may be extended by National Medicinal Plants Board depending upon the performance of the contract or and the requirements of National Medicinal Plants Board.

Further, NMPB also reserves the right to withdraw from the process of RFP at any time without any prior notice.

The report of study shall be presented to Government of India (NMPB) and it will be the property of NMPB. No portion of it shall be shared with any other agency/department or put to any other use by the agency without explicit knowledge & written permission of the NMPB

Overall supervision of the assignment shall be evaluated by a committee appointed by NMPB, Ministry of AYUSH, Govt. of India.

5.12. Court Jurisdiction

In case of any dispute, this shall be subject to the exclusive jurisdiction of Court at Delhi

Section 6. Standard Form of Work Order

STANDARD FORM OF WORK ORDER FOR EMPANELMENT OF AGENCY TO UNDERTAKE A
DETAILED STUDY CUM SURVEY TO ASSESS THE DEMAND & SUPPLY OF MEDICINAL PLANTS
AND THEIR RAW MATERIAL AT NATIONAL AND INTERNATIONAL LEVEL

Between

[NATIONAL MEDICINAL
PLANTS BOARD, MINISTRY OF
AYUSH]

and

[Name of SURVEY AGENCY]

[Date]

Form of Work Order

Work Order to undertake [name of assignment]

National Medicinal Plants Board, Ministry of Ayush, Government of India, New Delhi-110001, India, hereinafter referred to as the —Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) requested the Survey Agency to provide certain services as defined in the General Conditions attached to this Work Order (hereinafter called the —Services); and
- b) the Survey Agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Work Order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the Survey Agency shall be as set forth in the Work Order; in particular:

a) The Survey Agency shall carry out the Services in accordance with the provisions of the Work Order; and

b) Client will make payments to the Survey Agency in accordance with the provisions of the Work Order.

3. Commencement, completion, modification and termination of Work Order

3.1.1 Effectiveness of Work Order: This Work Order shall be effective from the date of issue by the client or date of receipt of the Work Order by the Survey Agency.

3.1.2 Commencement of Services: The Survey Agency shall commence the Services immediately after receipt of the Work Order.

3.1.3 Expiration of Work Order: Unless terminated earlier pursuant to relevant clauses in this Work Order hereof, this Work Order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Modification: Modification of the terms and conditions of this Work Order, including any modification of the scope of the Services or of the Work Order Price, may only be made by written agreement between the Parties after due approval of NMPB.

3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force

Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.6. No Breach of Work Order: The failure of a party to fulfill any of its obligations under the Work Order shall not be considered to be a breach of, or default under this Work Order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work Order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work Order.

3.1.7. Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.8. Extension of Time: Any period within which a Party shall, pursuant to this Work Order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.1.9. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Survey Agency shall be entitled to continue to be paid under the terms of this Work Order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2 Termination

3.2.1 Any side (Client or the Survey Agency) should be able to give notice of three (3) months for the termination of Project. If the Agency decides to terminate the project, then the client will forfeit the Performance Guarantee.

3.2.2 By the client: The Client may terminate this Work Order, written notice of termination to the Survey Agency, to be given after the occurrence of any of the events specified in this clause:

- (a) if the Survey Agency do not remedy a failure in the performance of their obligations under the Work Order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) within fifteen (15) days, if the Survey Agency become insolvent or bankrupt;

- (c) if, as the result of Force Majeure, the Survey Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- (d) within fifteen (15) days, if the Survey Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- (e) within seven (7) days, if the Survey Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Survey Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- (f) within seven (7) days, if the Survey Agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work Order;
- (g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Work Order

3.2.3 Payment upon termination: Upon termination of this Work Order, the Client will make the following payments to the Survey Agency:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work Order is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the Survey Agency shall not be entitled to receive any agreed payments upon termination of the Work Order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work Order. The Survey Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.4 Disputes about Events of Termination: If either Party disputes Termination of the Work Order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work Order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Intellectual Property

- 3.3.1 **Commission to own intellectual property created:** All rights to any intellectual property conceived or produced by the Survey Agency for the Client in the course of performing the requisite Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Survey Agency for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Survey Agency waives in favour of the Client any moral rights that the Survey Agency may have.
- 3.3.2 **Existing intellectual property:** Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Survey Agency shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Survey Agency prior to, or acquired by the Survey Agency

during, the performance of this Agreement and the Survey Agency will not be restricted in any way with respect to the same.

- 3.3.3 **On termination or completion:** Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Survey Agency will deliver to the Client all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Client.

3.4 Obligations of the Survey Agency

- 3.4.1 General: The Survey Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Survey Agency shall always act, in respect of any matter relating to this Work Order or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Survey Agencies or third parties.
- 3.4.2 Conflict of interest: Prohibition of Conflicting Activities: Neither the Survey Agency nor their Sub-Survey Agencies nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
 - b) after the termination of this Contact, such other activities as may be specified in the SC.
 - c) during the term of this Work Order, the team members allotted by the Consulting Agency to this project may not work with any other State/UT on survey related activities.
- 3.4.3 Confidentiality: The Survey Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work Order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.
- 3.4.4 Documents Prepared by the Survey Agency to be the Property of the Client: All designs, reports, other documents and software submitted by the Survey Agency pursuant to this Work Order shall become and remain the property of the Client, and the Survey Agency shall, not later than upon termination or expiration of this Work Order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Survey Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.4.5 **Liability of the Survey Agency:** Subject to additional provisions, if any, in this Work Order the Survey Agency's liability under this Work Order shall be as provided by the Applicable Law. The liability amount in no case shall exceed the total fees received from the client.

3.4.6 **Professional Liability Insurance:** Survey Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Survey Agency's negligence, breach in the performance of its duties under this Work Order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Survey Agency hereunder or (ii) the proceeds, the Survey Agency may be entitled to receive from any insurance maintained by the Survey Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.5 Obligations of the client

- 3.5.1 Assistance and Exemptions: The Client will use its best efforts to ensure that the Government will provide the Survey Agency with work permits and such other documents as necessary to enable the Survey Agency to perform the Services:
- 3.5.2 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.6 Payments to the Survey Agency

4.6.1.1 The Milestone-based Terms of Payment is as under:

Project Milestones	Time Line
<u>Submission of inception report</u>	3 months
<u>Submission of mid term appraisal report</u>	9 months
<u>Submission of annual report</u>	12 months
<u>Submission of final draft report</u>	18 months
<u>Project completion</u>	24 Months

3.6.1.2 Payment Terms:

- 20% on submission of the inception report: Within 12 weeks of signing of the agreement (against the stipulated Bank guarantee).
 - 20% on submission of mid term appraisal report and acceptance of report in 9 months.
 - 20% on submission and acceptance of 1st Annual report.
 - 20% on submission of final draft report in 18 months.
 - 20% on acceptance of final report & submission of 500 copies & soft copy
- 3.6.2 The Agency will submit pre-receipted invoices in triplicate, complete in all aspects, for necessary settlement. Payment would be released subject to satisfactory completion of the assigned work. The invoices should be submitted along with complete details of the work undertaken, supporting documents and bills (if required) as well as copies of the work/material / produced.
- 3.6.3 The final payment shall be released only after successful completion of the required work detailed in the RFP Document.

3.6.4 The GST shall be paid as applicable.

3.6.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.6.6 Currency: The price is payable in local currency i.e. Indian Rupees.

3.6.7 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this Work Order.

3.7 Settlement of disputes

3.7.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.7.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work Order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the Special Conditions (SC) of Contract or all disputes shall be finally settled by Secretary Ayush.

3.7.3 Any grievance regarding penalty shall be first decided/resolved at JS level and with final decision of Secretary Ayush, whose decision shall be final.

3.8 Responsibility for accuracy of project documents

3.8.1 General

The Survey Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The Survey Agency shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

3.9 Liquidated damages

3.9.1 If the selected Survey Agency fails to complete the Assignment, within the period specified under the Work Order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

4. Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work Order shall not be assigned by the Survey Agency save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

4.1.2 The Client is entitled to assign any rights, interests and obligations under this Work Order to third parties.

Indemnity: The Survey Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Survey Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Survey Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work Order (collectively —Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Survey Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Survey Agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

- 4.1.4** **Notices:** Unless otherwise stated, notices to be given under the Work Order including but not limited to a notice of waiver of any term, breach of any term of the Work Order and termination of the Work Order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 4.1.5** **Severability:** If for any reason what so ever any provision of the Work Order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work Order or otherwise.
- 4.1.6** **Professional Liability Insurance:** Survey Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Survey Agency's negligence, breach in the performance of its duties under this Work Order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Survey Agency hereunder or (ii) the proceeds, the Survey Agency may be entitled to receive from any insurance maintained by the Survey Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance security:

4.1.7.1 The Survey Agency shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work Order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Survey Agency of its obligations under this Work Order, in the form set out in this Work Order, in an amount equal 3 (Three) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work Order is extended, the Survey Agency shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 3 (Three) percent of the total cost of Financial Proposal under this Assignment.

4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Survey Agency is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Survey Agency is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work Order and the other Members.}

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Survey Agency of its obligations under this Work Order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work Order, the Client will refund to the Survey Agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work Order, in which case only the balance amount remaining will be returned to the Survey Agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work Order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of 60 (Sixty) Days from the date of completion of the services.

4.1.8 Penalty

4.1.8.1 The agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement/satisfaction of the Department, the agency will have to come up with a solution within a given timeframe failing which an amount of upto 5% will be deducted from the amount payable for the invoice/milestone under consideration. The other form of penalty not mentioned in the RFP including forfeiture of Performance Guarantee will be decided by the appropriate authority in Ayush, on case-to- case basis.

4.1.8.2 Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a. the Survey Agency becomes liable to pay penalty;
- b. occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2;
- c. any material breach of the terms hereof; and/or
- d. without prejudice to paragraph above, the Survey Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work Order.
- e. Non-compliance of mutually agreed time lines/time plan
- f. For any reasons the project is not completed owing to the faulty delivery/ non-cooperation/ non deliverance by the agency
- g. For any reason Contract is terminated by agency

*All conditions of RFP shall be considered as integral part of this Work Order.

Appendix B: Cost Estimate (Form 4B)

Total Cost [#]	
Tax [*]	
Total cost of Financial Proposal (Incl. GST as applicable)	

#For Financial Evaluation, the Total Cost for the period will be considered. This fee will cover costs/expenses of the Survey Agency for undertaking work as detailed in the Scope of Work. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses.

- * Goods and Services Tax (and other applicable taxes and levies) would be payable at the applicable rates as may be in force from time to time.
- * The institutions proposing project are eligible to levy institutional charges, subject to a maximum of 5% of the total cost of the project.

Appendix C as Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.:Bank Guarantee:

Date:

Sir,

In consideration of National Medicinal Plants Board, Ministry of Ayush, Government of India, New Delhi-110001, Government of India (hereinafter referred as the Client, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Survey Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the Survey Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work Order by issue of Client's Work Order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Survey Agency, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the Work Order) and the Survey Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Survey Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Survey Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Survey Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Survey Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between the Client and the Survey Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Survey Agency and notwithstanding any security or other guarantee that the client may have in relation to the Survey Agencies liabilities

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Survey Agency/the Bank or any absorption, merger or amalgamation of the Survey Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as maybe desired by M/s [name of Survey Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in _yyyy_ format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address] Designation

[With Bank Stamp]

Attorney as per Power of Attorney no. Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in Special Condition of Contracts.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the “Bank Guarantee”. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.