

REQUEST FOR PROPOSAL

ENGAGEMENT OF A SERVICE PROVIDER FOR COMPETENCY
ENHANCEMENT OF MEGHALAYA STATE ORGANIC CERTIFICATION BODY
(MSOCB).

RFP Reference No.: PLN/MSOCB/05959/2025/NF/372

Date: 27th August, 2026

**BRDC EXTENSION COMPLEX
LAITMYNSAW VILLAGE
UPPER SHILLONG -793009**

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1. Executive Summary

1.1 Objective

This Request for Proposal (RFP) seeks to engage a qualified Service Provider to strengthen the capacity, competency, and compliance of the Meghalaya State Organic Certification Body (MSOCB) in carrying out certification activities as per the National Programme for Organic Production (NPOP) and ISO17065:2012 standard requirements. The engagement is intended to enhance the effectiveness of MSOCB's certification operations through targeted competency development training and an independent internal audit of its management system and certification processes.

This engagement is structured to deliver:

- Enhance the competency and technical capacity of MSOCB personnel involved in NPOP organic certification activities, including inspections, certification reviews, and certification decision-making.
- Strengthen the understanding and implementation of NPOP standards, certification procedures, documentation requirements, traceability systems, and quality management practices.
- Conduct independent internal audits of the MSOCB management system, certification activities, and associated processes in accordance with ISO/IEC 17065:2012, NPOP accreditation requirements, and applicable APEDA guidelines
- Identify gaps, non-conformities, risks, and opportunities for improvement in MSOCB's certification processes and management systems.
- Provide recommendations and corrective action measures to improve compliance, operational efficiency, and continual improvement within MSOCB.
- Support MSOCB in maintaining preparedness for accreditation, surveillance, and assessment activities, thereby enhancing the credibility and effectiveness of its organic certification services.

2. Invitation for the Proposal

The Meghalaya State Organic Certification Body (MSOCB) invites proposals from qualified and experienced Organizations/Agency for the provision of competency enhancement training on National Programme for Organic Production (NPOP) certification activities and the conduct of an independent internal audit of MSOCB's management system and certification operations.

The selected Organization/Agency shall undertake the assignment in accordance with the Terms of Reference (ToR) and other requirements specified in this RFP document.

Interested Organizations/Agency are advised to carefully review this RFP and ensure that they fully understand the scope of work, eligibility requirements, and obligations associated with the assignment prior to submitting their proposals. Submission of a proposal shall be deemed to indicate that the bidder has examined and accepted all instructions, terms, and conditions contained in this RFP.

2.1 Issuer

MSOCB seeks to engage a competent and experienced Organization/Agency to deliver capacity-building training and conduct an internal audit to support continual improvement, compliance, and operational effectiveness of its NPOP certification activities as per the Terms of References.

2.2 Address for Submission of Proposals & Correspondence

Chief Executive Officer (CEO),
Meghalaya State Organic Certification Body (MSOCB),
Bio-Resources Development Centre (BRDC) Extension Complex,
Laitmynsaw village, Upper Shillong – 793009

2.3 Key Events, Dates and Important Information

Sl. No	Event/Information	Details
1	RFP Reference No.	PLN/MSOCB/05959/2025/NF/372
2	Tender Publication Detail	The Proposal document can be seen and downloaded from the website https://megbrdc.nic.in/ and https://msocb.org/
3	Date of Publishing of Proposals	27 th August, 2026
4	Last Date & Time of Receiving Queries	17 th September, 2026 before 3:00 PM IST
5	Pre-Proposal Meeting	17 th September, 2026, 3:00 PM IST Bidder are required to email brdc.npop@gmail.com for meeting link
6	Last Date and Time for Submission of proposals	25 th September, 2026 Before 5:00 PM IST
7	Date and Time of Opening of Pre-Qualification & Technical Proposals	To be Notified

8	Date & Time for opening of Financial Proposals	To be notified later only to technically qualified agency/firms/ Individual.
9	Proposal Validity Period	120 days
11	Performance Bid Security (PBG) Amount	3% of the contract value
12	Contact email	brdc.npop@gmail.com
13	Telephone No.	0364-2561530 or 6033426943

2.4 Distribution of RFP Document

The proposal document can be downloaded from <https://msocb.org/portal> free of cost.

2.5 Pre-Proposal Conference

Meghalaya State Organic Certification Body shall organize a Pre-Bid Conference on the scheduled date and time in the Conference Hall of MSOCB. MSOCB may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Proposal Conference. The decision of the MSOCB regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances. The prospective agencies/firms shall submit their questions in writing not later than date and time indicated under section 2.3 above. It may not be possible at the Pre-Proposal Conference to answer questions which are received late. However, prospective organizations/agency are free to raise their queries during the meeting and responses will be conveyed to all the prospective organizations/agency (by way of hosting amendments/clarifications on the website i.e., at <https://megbrdc.nic.in/> or <https://msocb.org/>). The prospective participants have to inform MSOCB on the email id mentioned in Section 2.3 for attending the pre-bid conference.

2.6 Amendment of RFP Document

At any time before the deadline for submission of Proposals, MSOCB may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by amendment. All the amendments made in the document would be published on the website <https://megbrdc.nic.in/> or <https://msocb.org/>. The organizations/agency are also advised to visit the website on regular basis for checking necessary updates. MSOCB also reserves the right to amend the dates mentioned in clause 2.3 of this RFP document.

2.7 Deadline for submission of Proposal

The Proposal response shall be submitted in hard copy, not later than date and time specified in Section 2.3 of this document.

3. Eligibility Criteria

The organizations/agency must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, the following criteria are prescribed as pre-qualification criteria for bidder interested in undertaking the project. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the required support services sought by MSOCB. The bids must be complete in all respect and should cover the entire terms of references as stipulated in the RFP document. The invitation for the proposal is open to all organization/agency who qualify the eligibility criteria as given below:

The organization/agency should meet the following requirements:

- i. **Institutional Experience:** The bidder shall have a proven track record of providing consultancy, training, and internal audit services to government and/or private Certification Bodies, supported by documentary evidence of successfully completed assignments and client references.
- ii. **Conflict of Interest and Independence:** The bidder shall not have any actual, potential, or perceived conflict of interest with MSOCB. The bidder shall not have participated in activities that could compromise the independence or impartiality of the internal audit, including the preparation, implementation, or direct management of MSOCB's management system or certification activities that are proposed to be audited. The bidder shall submit a signed declaration confirming the absence of any conflict of interest

The Expert(s) of the organization/agency should meet the following requirements:

- iii. **Relevant Experience:** A minimum of 5(five) **years of professional experience** in organic certification, with demonstrated expertise in implementing and delivering training on **NPOP** and other internationally recognized organic certification systems (e.g., **NOP**, EU Organic or equivalent), including capacity-building programmes for Certification Bodies.
- iv. **Competence:** Possess proven expertise in ISO/IEC 17065:2012, NPOP standards and guidelines, organic certification processes- input approval, risk assessment, seed

traceability, inspection, certification decision-making, internal auditing, quality management systems, and accreditation requirements. He/ She shall have demonstrated experience in delivering competency enhancement training for personnel of Certification Bodies and shall also have knowledge and experience of accreditation requirements, including those of NABCB or an equivalent accreditation body.

- v. **Internal Audit Experience:** Proven experience in planning and conducting internal audits of Certification Bodies in accordance with **ISO/IEC 17065**, **NPOP**, and other applicable certification and accreditation requirements, including identifying non-conformities, recommending corrective actions, and supporting continual improvement.

3.1 Pre-Qualification Criteria

Sl. No.	PQ Criteria	Documents required
1.	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Partnership Firm or any other legally registered organization	(Certificate of incorporation/ certificate for commencement of business/valid trading license other relevant documentary proof should be submitted)
2.	Attested copy of Company's PAN, GST and ITR details	Documentary proofs should be submitted
3.	Applicant's Experience	The applicant is required to submit proof of engagement such as MoU/Work order/engagement letter/ LoA/ Completion Certificates etc.
4.	The Bidder should not be blacklisted by any Government department /PSUs/ Private sector	Self-declaration of the same to be furnished
5.	The bidder shall not have any actual, potential, or perceived conflict of interest with MSOCB and shall be able to conduct the internal audit independently and impartially.	Self-declaration on the bidder's letterhead, duly signed by the authorized signatory.

3.2 Evaluation of Bids

The Bidder shall be selected through a Quality cum Cost Based Selection (QCBS) process. The weightage of the Technical and Financial scores will be in the ratio of 70:30, respectively. A two-stage selection process will be adopted in evaluating the proposals. In the first stage, a technical evaluation will be carried followed by financial evaluation in the second stage. Post-evaluation, both Bids will be assigned an aggregate financial score.

3.3 Technical Part

Only Bidder meeting the above minimum eligibility criteria shall be considered for technical evaluation.

Technical Proposal Evaluation

35 marks or more out of 70 shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score (ST).

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

Sl. No.	Evaluation Parameter	Marks	Evaluation Criteria/Details
1	Relevant Experience of the Bidder	20	Experience in providing consultancy, training, internal audits, or capacity building for Certification Bodies in ISO/IEC 17065:2012, NPOP, organic certification, accreditation, or related conformity assessment systems. Maximum marks shall be awarded to the bidder with the highest relevant experience; remaining bidders shall be awarded marks on a pro-rata basis.
2	Implementation Strategy, Approach and Work Plan	20	Evaluation of the bidder's overall understanding of the assignment, proposed implementation strategy, sequencing of activities, work methodology, resource deployment plan, timelines, milestones, coordination mechanism with MSOCB, risk management approach, and proposed measures to ensure timely completion of deliverables. Marks shall be awarded based on the clarity, completeness, practicality, and feasibility of the proposed implementation approach, including the bidder's ability to achieve the objectives of competency enhancement, strengthening of certification processes, and improvement of MSOCB's management system in accordance with NPOP and ISO/IEC 17065:2012 requirements.
3	Qualification and	15	Evaluation based on the qualifications and experience of

	Experience of the Proposed Experts		the proposed team, including experts with experience in ISO/IEC 17065:21012, NPOP, accreditation requirements (e.g., NABCB or equivalent), internal auditing, inspection, certification decision-making, and delivery of competency enhancement/capacity-building training for Certification Body personnel. Maximum marks shall be awarded to the bidder with the highest relevant experience; remaining bidders shall be awarded marks on a pro-rata basis.
4.	Training Design and Internal Audit Methodology	15	Evaluation of the technical approach proposed for designing and delivering competency enhancement training and conducting the internal audit. The assessment shall consider the relevance and structure of proposed training modules, alignment with NPOP Standards and Guidelines, ISO/IEC 17065:2012 requirements, ISO 19011:2018 audit principles, practical exercises, case studies, competency assessment methods, training materials, and knowledge transfer mechanisms. The internal audit approach shall be evaluated based on audit planning methodology, risk-based audit approach, audit criteria, sampling methodology, document review, process evaluation, identification and classification of non-conformities, root cause analysis, corrective action recommendations, and reporting methodology. Marks shall be awarded based on the technical soundness, comprehensiveness, practicality, and suitability of the proposed approach for strengthening MSOCB's certification competence and continual improvement system.
Total		70	

Shortlisting of Bidders

All the bidder having scored more than 35 marks shall be considered for financial evaluation in the second stage.

3.4.1 Financial Part

Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out and as per this RFP each Financial Proposal will be assigned a financial score out of 30 marks.

For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

Only the financial bids of those bidders qualified in the technical evaluation shall be opened. Financial bids of the other bidders will not be opened.

Financial Evaluation calculation

The lowest financial offer will be awarded 30 points. The Price scores of other Bidders will be calculated as:

$F_n = (F_m/F_b) \times 30$, where

F_n = Normalized financial score of the bidder under consideration F_b = Price quoted by the bidder under consideration

F_m = Lowest price quoted

Final Evaluation Using QCBS

The Bids received will be evaluated using the Quality cum Cost Based Solution (QCBS). The weightage of the technical and financial parameters will be in the ratio of 70:30, respectively.

Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is the bid evaluation committee's intent to select the proposal that is most responsive to the project needs, and each proposal will be evaluated using the criteria and process outlined in this section.

Technical bids shall be examined by the Technical Evaluation Committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.

Total bid evaluation: Only the financial bids of those bidders qualified in the technical evaluation shall be opened. Financial bids of the other bidders will not be opened.

The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfil the mandatory eligibility criteria.

After the Financial evaluation, the Tender & Bid Evaluation Committee will evaluate each of the Qualified bidders' responses based on technical and commercial parameters. For calculation of the combined Technical and Financial Score of all bidders, the aggregate of Technical and Financial scores will be considered.

Bidder scoring highest "Total Score" will be given the highest priority and will be selected.

In case of tie, the bidder securing higher Technical Score would be given preference.

The Selected Bidder shall be the first ranked Bidder (having the highest combined score).

In case of abnormally low bids, MSOCB reserves the right to seek justification and reject bids that are not technically sustainable.

4 TERMS OF REFERENCE (TOR) / SCOPE OF WORKS

4.1 BACKGROUND

The Meghalaya State Organic Certification Body (MSOCB) has been established under the ambit of the Bio-Resources Development Centre (BRDC), a Research and Development institution registered under the Meghalaya Societies Registration Act XII of 1983 and functioning under the Planning, Investment Promotion and Sustainable Development (PIP&SD) Department, Government of Meghalaya which is also in the process of establishing itself as a separate society.

MSOCB has been accredited as a Certification Body for third-party organic certification under the National Programme for Organic Production (NPOP) by the Agricultural and Processed Food Products Export Development Authority (APEDA), Ministry of Commerce and Industry, Government of India, vide Accreditation Letter No. ORG-2023-24-000111/0998 dated 04 October 2024, with Accreditation No. NPOP/NAB/0050. MSOCB is also in the process of obtaining accreditation to ISO/IEC 17065:2012 for conformity assessment of certification bodies.

The registered office of MSOCB is located at the BRDC Extension complex, Laitmynsaw Village, Upper Shillong, Meghalaya.

MSOCB commenced its certification activities under the NPOP standards in October 2024, with its present scope limited to crop production. To ensure continued compliance with NPOP requirements and the requirements of ISO/IEC 17065:2012, it is essential to continuously

strengthen the technical competence of its personnel and enhance the effectiveness of its certification system. Given the evolving national and international organic standards, accreditation requirements, and best practices in conformity assessment, there is a need for periodic competency enhancement training, technical guidance, and a comprehensive internal gap assessment of MSOCB's certification processes. This will help strengthen its quality management system, improve certification activities, and ensure sustained competence, consistency, and credibility in the delivery of certification services.

4.2 DETAIL SCOPE OF WORK

The selected consultancy firm/Service provider shall undertake the following responsibilities:

Sl. No.	Section	Key Deliverables
1.	Internal Audit and Gap Assessment	• Review the existing Quality Management System (QMS), documented procedures, manuals, templates, and records maintained by MSOCB. • Evaluate compliance with: ✓ ISO/IEC 17065:2012 requirements; ✓ NPOP Standards, Guidelines and Accreditation Criteria; • Assess certification processes including: • Application review; ✓ Inspection planning and management; ✓ Inspector competence; ✓ Inspection report review; • Certification review; ✓ Certification decision-making; ✓ Granting, maintaining, suspending and withdrawing certification; ✓ Handling complaints and appeals; ✓ Management of non-conformities; • Risk management; • Confidentiality and impartiality arrangements; • Document and record control. • Preparation of the gap assessment report
2.	Internal Audit Plan	• Develop a detailed risk-based Internal Audit Plan covering all applicable requirements of ISO/IEC 17065:2012, NPOP Standards and Accreditation Criteria, and other relevant statutory and regulatory requirements applicable to APEDA and MSOCB. • Define the audit objectives, scope, audit criteria, methodology, sampling approach, audit schedule, and resource deployment for the assignment.

		• Provide a component-wise audit plan covering all key functional areas of MSOCB, including, but not limited to: ○ Quality Management System (QMS); ○ Application review and contract review; ○ Inspection planning and inspector competence; ○ Inspection reporting and technical review; ○ Certification review and certification decision-making; ○ Issuance, maintenance, suspension, withdrawal, and cancellation of certification; ○ TraceNet operations and traceability; ○ Complaint and appeal handling; ○ Management of non-conformities and corrective actions; ○ Risk management; ○ Document and record control; ○ Confidentiality, impartiality, and conflict-of-interest management. • Include a time-bound audit schedule indicating the sequence of activities, timelines, milestones, and expected deliverables for each audit component. • Clearly identify the audit team members, their respective responsibilities, and estimated person-days for each activity. • Ensure that the audit methodology is consistent with the principles of ISO 19011:2018 – Guidelines for Auditing Management Systems. • Incorporate flexibility in the audit plan to accommodate changes arising from revisions to NPOP standards, ISO/IEC 17065:2012 requirements, APEDA guidelines, accreditation requirements, and internationally accepted best practices in organic certification. • Present the audit plan to MSOCB during the inception meeting and incorporate comments received before finalization.
3.	Training and Capacity Building	• Design and deliver competency enhancement training programmes covering, inter alia: • ISO/IEC 17065:2012, ISO/IEC 17020:2012; • NPOP Standards and Guidelines; • Organic certification procedures; • Inspection techniques; • Inspection reporting; • Review and certification decision-making;

		• Management of impartiality and confidentiality; • Internal auditing techniques; • Management of complaints and appeals; • Corrective action management; • Risk-based certification; • Accreditation requirements including NABCB or equivalent accreditation practices; • Recent revisions in NPOP and relevant international best practices. • Tracenet operation • Input approval • Seed Traceability • Wild harvest certification • The training shall include practical exercises, case studies and interactive sessions with training materials. ✓ Expected outputs ✓ Pre-training assessment ✓ Post-training assessment ✓ Competency evaluation ✓ Training feedback ✓ Training effectiveness report
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The bidder may propose a team of experts to perform various roles as per the scope of works. The proposed team shall collectively possess the qualifications and experience specified in the format enclosed. A single expert may perform more than one role, provided he/she meets the minimum qualification and experience requirements for each role and demonstrates the capability to effectively discharge the assigned responsibilities.

Note: The same expert may be proposed for more than one position, provided the expert satisfies the qualification and experience requirements for each role.

4.3 Obligations of MSOCB

MSOCB shall provide:

- Access to relevant documents and records;
- Access to personnel for interviews and training;
- Necessary logistical support for conduct of meetings and training programmes;
- Timely review of reports and deliverables.

4.4 Confidentiality

The Consultant shall maintain strict confidentiality of all information, records, documents and data obtained during the course of the assignment and shall not disclose any information without prior written approval of MSOCB.

4.5 Ownership of Documents

All reports, training materials, manuals, presentations, assessment reports and other documents prepared under this assignment shall become the property of MSOCB.

4.6 Terms & Conditions:

- i. The agreement shall remain valid for a period of 12 month which may be extended based on satisfactory performance.
- ii. The financial implications for the services to be performed shall be quoted clearly, with the applicable rates and specific timelines for each activity.
- iii. Applicable government taxes (currently **GST @ 18%**) shall be charged extra, as per prevailing regulations.
- iv. Any services rendered beyond the defined scope of work shall be treated as additional assignments and billed separately upon mutual agreement.

5 Instruction to the Agencies/firms

5.1 Procedure for Submission of Proposals

Technical Proposal (Envelope 1): The documents comprising of the pre-qualification documents and technical documents need to be enclosed in a separate envelope which is properly sealed and inscribed as “Technical Proposal for Engagement of a Service Provider for Competency Enhancement, Capacity Building, Training on NPOP Certification Activities, and Conduct of Internal Audit for the Meghalaya State Organic Certification Body (MSOCB) *BRDC Extension Complex, Laitmysaw, Upper Shillong*”.

Financial Proposal (Envelope 2): The documents comprising of the financial Proposal need to be enclosed in a separate envelope which is properly sealed and inscribed as “*Financial Proposal for Engagement of a Service Provider for Competency Enhancement, Capacity Building, Training on NPOP Certification Activities, and Conduct of Internal Audit for the Meghalaya State Organic Certification Body (MSOCB) BRDC Extension Complex,*

Laitmynsaw, Upper Shillong” Do not open before date and opening of financial proposal.

Main Envelope: The technical envelope (**envelope 1**) and financial envelope (**envelope 2**) should be put into a single envelope which is properly sealed and marked as “**Engagement of Service Provider for Competency Enhancement, Capacity Building, Training on NPOP Certification activities and conduct of internal audit for MSOCB, BRDC Extension Complex, Laitmynsaw, Upper Shillong**” – *Do not open before date and time of opening of Technical Proposal*

The proposal should be submitted to the office of the:

Chief Executive Officer (CEO)

Meghalaya State Organic Certification Body (MSOCB)

BRDC Extension Complex, Laitmynsaw Village, Upper Shillong – 793009

5.2 Authentication of Proposal

The response proposal shall be signed by the bidder or a person or persons duly authorized to bind the agency/firm to the contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the Proposal. All pages of the Proposal, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Proposal.

5.3 Validation of interlineations in Proposal

The Proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the agency/firm, in which case such corrections shall be initialed by the person or persons signing the Proposal.

5.4 Cost of Bidding

The agency/firm shall bear all costs associated with the preparation and submission of its proposal including cost of presentation for the purposes of clarification of the proposal, if so desired by the MSOCB. The MSOCB will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

5.5 Language of Proposals

The Proposals prepared by the agency/firm and all correspondence and documents relating

to the Proposals exchanged by the agency/firm and MSOCB, shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern

5.6 Documents Comprising the Proposals

The Proposal prepared by the agency/firm shall comprise the following components. The Proposals not conforming to the requirements shall be summarily rejected

5.6.1 Pre-Qualification Proposal

In support of eligibility, agency/firm must submit the following documents (besides the other requirements in Section 3.1), original copies or attested copies, as the case may be, in the absence of which the bid will be rejected.

- Section 7 – Format 1: Pre-qualification Proposal Letter
- Section 7 – Format 2: General information about the Organization/Agency
- Section 7 – Format 3: Declaration regarding Clean Track Record

All required document for eligibility criteria mentioned at Section 3.1

5.6.2 Technical Proposal

The Technical Bid, besides the other requirements of the Tender, shall comprise the following:

- Section 8 – Format 1: Technical Proposal Letter
- Section 8 – Format 2: Project Experience Details
- Section 8 – Format 3: Proposed Team Composition
- Section 8 – Format 4: Curriculum Vitae (CV) of Proposed Experts
- Section 8 – Format 5: Expert Availability & Exclusivity Declaration
- Section 8 – Format 6: Proposed Work Plan & Deployment Schedule
- Section 8 – Format 7: Training Plan
- Section 8 – Format 8: Internal Audit Methodology
- Section 8 – Format 9: List of Similar Assignments
- Section 8 – Format 10: Declaration of Conflict of Interest
- Section 8 – Format 11: Undertaking on Confidentiality

All necessary data sheets and any other documents

5.6.3 Financial Proposal

The Financial Proposal, besides the other requirements of the Tender, shall comprise the following:

Filled Bill of Quantity with price quotation – Section 9 - Format for Response to Tender:
Financial Proposals

5.7 Proposal Prices

The Bidder shall prepare the proposal based on details provided in the tender document. It must be clearly understood that the terms of references is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the MSOCB. The bidder shall carry out all the tasks in accordance & due diligence and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.

5.8 Firm Prices

Prices quoted in the proposal must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the MSOCB reserves the right to negotiate the prices quoted in the proposal to effect downward modification.

5.9 Proposal Currency

Prices shall be quoted in Indian Rupees (INR)

5.10 Performance Security

The successful Bidder should submit 3% of the contract value as a performance security valid for a period of 8 months.

5.11 Proposal Validity Period

Period of validity of Proposals shall remain valid for 120 days after the date of opening of Proposals prescribed by the MSOCB. A Proposal valid for a shorter period may be rejected as non- responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted

in the Financial Proposal by the agency/firm shall remain valid for the project period. Extension of period of validity in exceptional circumstances, MSOCB may request the agency/firm for an extension of the period of validity. The request and the responses thereto shall be made in writing.

5.12 Opening of Proposal

As specified in Section 2.3 of the RFP document

5.13 Rectification of Errors

Arithmetical errors in the Financial Proposal will be rectified on the following basis.

- 5.13.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- 5.13.1.2 If there is a discrepancy between words and figures, the amount in words shall prevail. Note: In any other case of discrepancy, MSOCB reserves the right to pick the value which it considers as beneficial to the Government.

5.14 Contacting the MSOCB

Contact by Writing: No Bidder shall contact MSOCB on any matter relating to its Proposal, from the time of Proposal opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of MSOCB, it should be done in writing.

Rejection of Proposal: Any effort by a Bidder to influence the MSOCB in its decisions on Proposal evaluation, Proposal comparison or contract award may result in rejection of the Bidder's Bid.

5.15 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, Proposals may be rejected under following circumstances:

Pre- Qualification Rejection Criteria:

- Proposals which do not conform to unconditional validity of the Proposal as prescribed in the Tender.
- Pre-Qualification Proposal containing commercial details
- If the information provided by the bidder is found to be incorrect / misleading at any stage time during the tendering process.
- Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Proposals received by MSOCB after the last date prescribed for receipt of Proposals
- Proposals without signature of person (s) duly authorized on required pages of the bid

- Proposals without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Failure to furnish proofs for information provided.

Technical Rejection Criteria:

- Technical bid containing commercial details.
- Revelation of prices in any form or by any reason before opening the commercial bid
- Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the tender document in every respect
- Failure to furnish proofs for information provided
- Organizations/Agencies not quoting for the complete scope of work as indicated in the tender documents, addendum (if any) and any subsequent information given to the bidder.
- Agencies/firms not complying with the technical and general terms and conditions as stated in the RFP Document other than the deviations
- The bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the scope of work of this tender
- If the bid does not confirm to the timelines indicated in the bid.

Commercial Rejection Criteria:

- Incomplete price bid
- Price Proposals that do not conform to the tender's price bid format
- Total price quoted by the bidder does not include all statutory taxes and levies applicable.

Important: -

Rejection of Proposals: MSOCB reserves the right to reject any or all proposals or cancel/withdraw the invitation of RFP without assigning any reasons whatsoever thereof. The applicants are cautioned that not giving complete information called for in the RFP or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being rejected.

5.16 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. MSOCB will not take any responsibility towards this. However, MSOCB may provide necessary assistance, wherever possible, in this regard.

5.17 Income Tax Liability

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

5.18 GST Liability

The Bidder will have to bear all GST.

6. General Conditions of Contract

6.1 Ownership of Deliverables

All reports, manuals, procedures, templates, training materials, records, electronic data, and any other deliverables developed, prepared, or submitted by the Bidder under or in connection with this Contract shall become the exclusive property of **Meghalaya State Organic Certification Body (MSOCB)**. The Bidder shall not use, reproduce, disclose, or distribute such deliverables for any purpose other than the performance of this Contract without the prior written approval of MSOCB.

6.2 Payment

The fee amount will be equal to the amount specified in format for Tender Response – Commercial Bid

6.3 Payment Terms

Payments shall be released subject to acceptance of deliverable by the client as per the following terms:

Sl. No.	Payment Milestone	Payment
1	Mobilization Advance: Upon signing of the Contract Agreement, deployment of the audit/training team, and submission of the Inception Report and Work Plan.	20%
2	Management System Review & Gap Assessment: Upon completion of the review of the MSOCB documented management system against NPOP requirements and submission of the Gap Assessment Report with recommendations.	10%
3	Training & Capacity Building: Upon completion of training programmes for technical and administrative personnel, submission of training materials, attendance records, and the Training Report.	25%
4	Internal Audit and Final Report: Upon completion of the internal audit covering all applicable NPOP requirements and	30%

	submission of the Internal Audit Report, including observations, non-conformities, and recommendations. Final consolidated report, including verification of corrective actions (where applicable), recommendations for continual improvement, and acceptance of all deliverables by MSOCB.	
5	Support for accreditation: Successful grant of ISO/IEC 17065:2012 accreditation by the designated Accreditation Body for the agreed scope of certification, submission of all documents, successful completion of accreditation assessment, closure of consultant-attributable non-conformities, and support until grant of accreditation.	15%

- a) Payment will be made to successful bidder as per above mentioned schedule
- b) Penalty as per the RFP terms and conditions will be calculated and adjusted from the bill.
- c) All payments to successful bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
- d) If there is any deficiency in the performance of contractual obligations on the part of the Bidder, the Bidder shall be liable for imposition of appropriate penalties as specified in the RFP and MSOCB shall be entitled to deduct such penalties at source while making payment to the Bidder for the services provided as mentioned & forfeit the guarantee submitted (if required)

6.4 Penalty

- a) Failure to execute the entire contract within the project period from the date of signing of the contract will attract a penalty of 1% per 15 days (0.5% per week), on the full value of the contract up to a maximum of 10%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly. Maximum aggregate penalty shall not exceed 10% of the contract value.
- b) The response time for attending the complaint raised by MSOCB has to be within 48 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above timeline will attract a penalty of Rs.1000/- per day.
- c) Any delay on the part of MSOCB should be intimated and sorted out immediately

without affecting the progress of works

6.5 Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. MSOCB will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

6.6 Termination of Contract

MSOCB may terminate the Contract, in whole or in part, by giving written notice to the Bidder under any of the following circumstances:

- i. The Bidder fails to perform any of its obligations under the Contract, including failure to achieve agreed milestones or deliverables within the prescribed timelines, and does not remedy such failure within fifteen (15) days of receipt of a written notice from MSOCB.
- ii. The Bidder commits a material breach of any provision of the Contract, including breach of confidentiality, conflict of interest obligations, or failure to maintain the required standards of professional competence and impartiality.

- iii. The Bidder is declared insolvent or bankrupt, enters into liquidation, or ceases to carry on its business.
- iv. The Bidder has furnished false, misleading, or fraudulent information during the bidding process or during execution of the Contract.
- v. The Bidder engages in corrupt, fraudulent, collusive, coercive, or unethical practices in connection with the procurement process or execution of the Contract.
- vi. The Bidder assigns or transfers the Contract, in whole or in part, without the prior written approval of MSOCB.
- vii. The Bidder repeatedly fails to comply with the instructions issued by MSOCB or otherwise demonstrates an inability to perform the services in accordance with the Terms of Reference.

MSOCB may also terminate the Contract for its convenience by providing thirty (30) days' prior written notice to the Bidder. In such cases, the Bidder shall be entitled to payment for all services satisfactorily performed and accepted by MSOCB up to the effective date of termination. No compensation shall be payable for the unperformed portion of the Contract.

The Bidder may terminate the Contract by giving thirty (30) days' prior written notice to MSOCB if MSOCB materially breaches its obligations under the Contract and fails to remedy such breach within the notice period.

Upon termination of the Contract, the Bidder shall:

- a. Immediately discontinue all services, except those necessary for an orderly close-out of the assignment as directed by MSOCB.
- b. Submit all reports, records, training materials, manuals, data, and other deliverables prepared up to the date of termination.
- c. Return all documents, records, and confidential information belonging to MSOCB.
- d. Cooperate with MSOCB to ensure an orderly transition of the assignment, if required.
- e. Termination of the Contract shall be without prejudice to any rights, remedies, or obligations that have accrued to either party prior to the effective date of termination.

Sd/-
Chief Executive Officer (CEO)
Meghalaya State Organic Certification
Upper Shillong

7. Format for Response to the Tender: Pre-Qualification Proposal

This section provides the outline, content and the formats that the Organizations/ Agencies are required to follow in the preparation of the Pre-Qualification Proposal.

Format 1 – Pre-Qualification Proposal Letter

To

.....,

.....,

.....,

Subject: “*Engagement of Service Provider for Competency Enhancement, Capacity Building, Training on NPOP Certification Activities, and Conduct of Internal Audit for the Meghalaya State Organic Certification Body (MSOCB) BRDC experimental farm Laitmynsaw, Upper Shillong*”

Reference: RFP No: <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We, the undersigned Agencies/firms, having read and examined in detail all the Tender documents, do hereby propose to provide the services as specified in the Tender document number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure II of Section 10.

We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.

We understand that our Proposal is binding on us and that you are not bound to accept a Proposal you receive.

Yours faithfully,
(Signature of the Bidder)

Printed Name:

Designation:

Seal Date:

Business Address:

Format 2 - General Information about the Organizations/Agency

Details of the Agency/Firm (Company)				
1	Name of the Organizations/Agency			
2	Address of the Organizations/Agency			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company	Date:		
		Ref. #		
5	Details of Commencement of Business	Date:		
		Ref. #		
6	Valid Goods and Service Tax (GST) registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9	Telephone No. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
13	Financial Details (as per audited Balance Sheets) (in crore)			
14	Year	2022-2023	2023-2024	2024-2025
15	Net Worth			
16	Turn Over in INR			

Format 3 - Declaration Regarding Clean Track Record

To

.....,

.....,

.....,

.....,

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding engagement of Service Provider *Engagement of Service Provider for* Competency Enhancement, Capacity Building, Training on NPOP Certification Activities, and Conduct of Internal Audit for the Meghalaya State Organic Certification Body (MSOCB) BRDC Extension Complex Laitmynsaw village, Upper Shillong. I hereby declare that my company has not been debarred/black listed by any Government/Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Your faithfully

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

8. Format for Response to Tender: Technical Proposal

Format 1 – Technical Proposal Letter

To

.....,

.....,

.....,

.....,

Subject: “Engagement of Service Provider *Engagement of Service Provider for Competency Enhancement, Capacity Building, Training on NPOP Certification Activities, and Conduct of Internal Audit for the Meghalaya State Organic Certification Body (MSOCB) BRDC Extension Complex, Laitmynsaw Village, Upper Shillong*”

Reference: RFP No:<RFP Reference Number>Dated

<dd/mm/yyyy> Sir,

We, the undersigned Agency/Firm, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number>Dated <dd/mm/yyyy>along with the following:

1. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:

- Statement of Deviations from Tender Terms and Conditions is as specified in General Terms and Conditions

Further, we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.

2. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.

3. Proposal Validity Period

We agree to abide by this Bid for a period of 120 days after the date fixed for Proposal opening or for any further period for which Proposal validity has been extended and it

shall remain binding upon us and Proposal may be accepted at any time before the expiration of that period.

We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.

We understand that our Proposal is binding on us and that you are not bound to accept a Proposal you receive.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

Format 2 - Project Experience Details

Sl. No.	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
Brief description of scope of project		
Size of the project		
3	Contract Value of the project (in crore)	
4	Capital Expenditure involved (by the govt./ client)	
5	Total cost of the services provided (by the Bidder)	
6	Please provide copies of Work Order or Certificate of Completion.	
Project Details		
8	Name of the project	
9	Start Date and End Date	
10	Current Status (work in progress, completed)	
11	Contract Tenure	

12	No. of locations	
13	Man-month effort involved	
14	Type of Project	
15	Solution architecture deployed & core Components	
16	Scope	
17	Any other necessary information	

Format 3 – Proposed Team Composition

Sl. No	Name of Expert	Proposed Position	Educational Qualification	Total Experience (Years)	Relevant Experience in NPOP/ISO 17065	Key Responsibility under this Assignment	Availability (Yes/No)

Format 4 – Curriculum Vitae (CV) of Proposed Experts

One detailed CV should be submitted for each proposed expert.

Name of Expert

Proposed Position

Educational Qualification

Degree Institution Year

Professional Certifications

Examples:

ISO/IEC 17065 Lead Auditor

ISO 9001 Lead Auditor

ISO 14001 Lead Auditor

NPOP Assessor

Organic Inspector

ISO 19011 Auditor

Total Professional Experience

_____ Years

Relevant Experience

Organization Assignment Role Duration

Experience Relevant to this Assignment

Include

NPOP
 Organic Certification
 APEDA
 ISO 17065
 ISO 17020
 NABCB
 Internal Audits
 Capacity Building
 Tracenet
 Certification Decision Making

Declaration

I certify that the information provided above is true and correct. I confirm my availability for this assignment.

Signature of Expert

Counter-signed by Bidder

Format 5– Expert Availability & Exclusivity Declaration

I hereby confirm that I am available for the duration of this assignment and have not been proposed as a key expert for any other bidder participating in this RFP.

Expert Signature

Format 6– Proposed Work Plan & Deployment Schedule

Activity	Deliverable	Expert Responsible	Timeline	Person-days

Format 7– Training Plan

Module	Topics Duration	Training Method	Expected Outcome

Format 8 – Internal Audit Methodology

Audit Area	Applicable Standard	Audit Technique	Deliverable

Examples

Document Review
Interviews
Witness Audits
Sampling
Record Verification
Root Cause Analysis

Format 9 – List of Similar Assignments

Sl. No	Client	Assignment	Value	Year	Completion Certificate Attached (Yes/No)

Format 10– Declaration of Conflict of Interest

I/ We hereby declare that neither our organization nor any of our proposed experts has any actual, potential, or perceived conflict of interest in relation to this assignment. We further confirm that we have not participated in the preparation, implementation, or management of MSOCB's certification system in a manner that would compromise our independence and impartiality while conducting the internal audit.

Signature of Bidder

Format 11– Undertaking on Confidentiality

I/ We undertake to maintain strict confidentiality of all documents, records, information, and data received during the assignment and shall not disclose such information to any third party without the prior written approval of MSOCB.

Signature of Bidder

9. Financial Proposal: Standard Forms

Details of financial proposal for the RFP

Please note the price quoted in Row C and specified in words would be considered for Financial Evaluation.

A- Total Cost of Services in INR	
B- Total Taxes in INR	
C- Total Cost in INR	
D- Total Cost (as per C) in words	

Item	Amount
Gap Assessment	
Training	
Internal Audit	
Final Report	
Accreditation Support	
Taxes	

We agree to the following:

- The above cost includes all costs of travel, logistics, accommodation, professional cost and any other cost. No additional cost would be charged to the Department.
- We understand the budget specified in the RFP; our bid is subjected to rejection in case there is deviation from budget.
- We also understand that the Meghalaya State Organic Certification Body (MSOCB), may seek written clarifications from us, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, Meghalaya State Organic Certification Body (MSOCB), determines that the bidder has substantially failed to demonstrate the capability to deliver the contract at the offered price, Meghalaya State Organic Certification Body (MSOCB) may reject the proposal

Date: Signature: Name:

Company Seal:

10 Annexure

Annexure - I: Bidding Document Acknowledgement Form

To

Dated:

.....,
.....,
.....,
.....,

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of _____ services against tender no..... .

We have noted that the closing date for the receipt of the tender by the BRDC is _____
at <> hrs. (IST) and opening at <> hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the MSOCB and that the said documents are to be used only for the purpose intended by the MSOCB.

Our address for further correspondence on this tender will be as under: Tel.

No:

Fax. No: Telephone no:

Personal attention of: (if required)

Yours faithfully.
(Bidder)

Note: This form should be returned along with offer duly signed

10.1.1 Annexure – II: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To

.....,
.....,
.....,
.....,

Dear Sir,

10.1.1 In consideration of Meghalaya State Organic Certification Body (MSOCB) having its office at BRDC Experimental Field, Laitmynsaw Village Upper Shillong-793009 (hereinafter referred to as 'MSOCB', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated with M/s _____

having its _____ registered/head office at _____ (Hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MSOCB having agreed that the CONTRACTOR shall furnish to MSOCB a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

10.1.2 We (name of the bank) registered under the laws of having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees. (in figures) (Indian Rupees (in words) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by MSOCB on the Bank by serving a written notice shall be conclusive

and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MSOCB in writing.

This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank

10.1.3 The Bank also agrees that MSOCB 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 CONTRACTOR and notwithstanding any security or other guarantee that MSOCB may have in relation to the CONTRACTOR's liabilities.

10.1.4 The Bank further agrees that MSOCB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time-to-time exercise of any of the powers vested in MSOCB against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of MSOCB or any indulgence by MSOCB to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

10.1.5 The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of MSOCB under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till MSOCB discharges this guarantee in writing, whichever is earlier.

10.1.6 This Guarantee shall not be discharged by any change in our constitution, in the constitution of MSOCB or that of the CONTRACTOR.

10.1.7 The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

10.1.8 The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

10.1.9 Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees (in figures) (Indian Rupees (in words)) and our guarantee shall remain in force until. (Indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MSOCB under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MSOCB under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of20 at.....

WITNESS NO. 1

(Signature)

Full name and official
Address (in legible letters)

(Signature)

Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per power of
Attorney No.....

WITNESS NO. 2

Dated.....

(Signature) Full name and
official
Address (in legible letters)