





# **Bid Document**

	Bid Details		
Bid End Date/Time	01-12-2022 14:00:00		
Bid Opening Date/Time	01-12-2022 14:30:00		
Bid Offer Validity (From End Date)	120 (Days)		
Ministry/State Name	Ministry Of Health And Family Welfare		
Department Name	Department Of Health And Family Welfare		
Organisation Name	North Eastern Indira Gandhi Regional Institute Of Health And Medical Sciences (neigrihms)		
Office Name	Neigrihms, Shillong		
Item Category	Financial Audit Services - Audit report; CAG Empaneled Audit or CA Firm		
Contract Period	3 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)		
Years of Past Experience Required for same/similar service	3 Year (s)		
Past Experience of Similar Services required	Yes		
MSE Exemption for Years of Experience and Turnover	No		
Startup Exemption for Turnover	Yes		
Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled	No		
Time allowed for Technical Clarifications during technical evaluation	7 Days		
Estimated Bid Value	2000000		
Evaluation Method	Total value wise evaluation		
Financial Document Indicating Price Breakup Required	Yes		

## **EMD Detail**

Advisory Bank	Bank Of Baroda
EMD Amount	10000

#### ePBG Detail

Advisory Bank	Bank Of Baroda
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	38

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### Beneficiary:

EMD AND SECURITY DEPOSIT ACCOUNT

Neigrihms, Shillong, Department of Health and Family Welfare, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS), Ministry of Health and Family Welfare (Deputy Director)

#### **Splitting**

Bid splitting not applied.

#### **MSE Purchase Preference**

MSE Purchase Preference Yes
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1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. 3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year. 4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the

bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order

quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **Excel Upload Required:**

Empanelment of CAs - 1668579819.xlsx

#### Additional Qualification/Data Required

**Number of Years of firm/company'sexistence as per ICAI certificate:**The CA Firm should be empanelled with Comptroller and Auditor General of India (C&AG). Constitution Certificate from ICAI

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.: As part of Internal Audit, the agency may place 2 (two) manpower with sufficient knowledge on the subject in the Institute against whom remuneration shall be included in the offered cost

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects: As per bid document

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification As per bid document

Number of XX fulltime CA's required and YY professional audit staffAs per bid document

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:1668579904.pdf

# This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max	Min	Evaluation	Seller Document
	Marks	Marks	Document	Required
Services as per bid document	100	50	<u>View file</u>	Yes

Total Minimum Passing Technical Marks: 50

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
21-11-2022 15:00:00	Deputy Financial Adviser, Director's Block, NEIGRIHMS, Mawdiangdiang, Shillong-793018, Meghalaya Tel0364-2538022

## Financial Audit Services - Audit Report; CAG Empaneled Audit Or CA Firm (1)

#### **Technical Specifications**

Specification	Values		
Core			
Scope of Work	Audit report		
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm		
Type of Financial Audit	Internal Audit		
Category of Work under Financial Audit	Bank Transactions , Review system & processes , Compliance with contracts , Compliance with law & regulations , Internal control of financial , Reliability of financial reporting , Audit of financial statements , As per document		
Type of Industries/Functions	Purchase & Procurement , Fixed assets, depreciation and amortisation , Receivables , Cash and Bank Balance , As per document , Inventory & Store management , Operational & Administrative , Payables		
Frequency of Progress Report	As per document		
MIS Reporting for Financial Audit support	Yes		
Frequency of MIS reporting	As per document		
Addon(s)			
Post Financial Audit Support	NA		

#### **Additional Specification Documents**

#### **Consignees/Reporting Officer**

S.No.	Consignee/Reporti ng Officer	Address	To be set as	Additional Requirement
1	Dabit Bha Kharpuri	793018,P.O. NEIGRIHMS, Mawdiangdiang, Shillong	1	N/A

# **Buyer Added Bid Specific Terms and Conditions**

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

# 2. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# Notice Inviting EOI - Schedule I

Expression of Interest (EOI) are invited by Director, NEIGRIHMS, Shillong for empanelment of Chartered Accountant Firm for assignment of Income Tax works /Calculation and filing of returns of GST /e-TDS Statement /Internal Audit/Reconciliation of Fixed Assets /etc. of the Institute., as per enclosed scope of work and related terms and conditions.

- a. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
- b. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
- c. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at <a href="www.eprocure.gov.in">www.eprocure.gov.in</a> Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>
- d. EOI document can also be downloaded from the Institute's website at <a href="https://www.neigrihms.gov.in">www.neigrihms.gov.in</a> for further details regarding Amendment /Addendum /Extension please visit website: <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="https://www.neigrihms.gov.in">www.neigrihms.gov.in</a>
- e. The technical bids will be opened online by a Committee of members duly constituted for the purpose at the time and date as specified in the EOI document. All statements, documents, certificates, Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a>.in which can be seen by all bidders who participated in the EOI.

- Earnest Money Deposit (EMD) /Security Deposit EMD of Rs 10,000/- (Rupees Ten thousand only), in the
  form of Call deposit, Banker's Cheque, Fixed deposit, Bank Guranatee or Demand draft, drawn in favour of
  EMD and security Deposit account, C/o:Deputy Director (Admn.), NEIGRIHMS, Shillong or Bank Guarantee
  of any Scheduled Bank, shall be scanned and submitted online along with the Techno-commercial bid (Un
  priced Bid), within the period of EOI online submission date and time and the original (hard copy) of EMD
  should be sent to Store & Procurement Officer, Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong 793018 within the stipulated date and time.
- 2. Performance Security -The successful bidder shall furnish Performance Security at 3% of the contract value, valid up to sixty days after the date of completion of all contractual obligations. Performance Security may be furnished in the form of Insurance Surety Bond, Account Payee, Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank or online payment in an acceptable form safeguarding the purchaser interest in all aspect
- 3. A proof of ownership/partnership etc. shall be submitted along with verification of address, telephone & fax numbers.
- 4. No work will be allotted to Non-tribal bidder /firm, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
- 5. Bidders/Tenderers have to agree to all the terms and conditions, stipulated in the tender document, in this connection including service, penalty etc.
- 6. The Firm /Agency has to give declaration that there is no Vigilance /CBI /ICAI case pending against the Firm /Agency
- 7. Bidders/tenderer undertake to execute the agreement within 15 (fifteen) days from the issue of the letter of acceptance /award.
  - 8. Bidders/Tenderers need to scan and upload the required documents like Goods and Service Tax (GST) registration, PAN Number/Card, other valid document regarding the existence and registration of the firm along with the Technocommercial bid including copies of Past Performance /Experience, License essential for carrying out the activities under reference, license and any other documents in support of carrying out the activities under reference from Competent Authority.
- 9. At any time prior to the date of submission of bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders /tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Director, NEIGRIHMS may at his discretion, extends the date and time for submission of bids.
- 10. The agency shall not use the name of the NEIGRIHMS, Shillong in business dealing with other persons or traders.
- 11. NEIGRIHMS reserves all rights to make any changes in terms and conditions of the EOI and also to reject any or all bids without assigning any reason thereof.
  - 12. The validity of bids shall be for a minimum period of 120 days from the date, as the EOI are finalized /awarded.
  - 13. Settlement of Disputes If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by the authority will be binding on all concerned. Thereafter, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre institution mediation, has been made mandatory in respective cases by the parties to the disputes. The mediation shall be under the authorities constituted under Legal Service Authority Act, 1987 and that both the parties agree that the

Courts in Shillong shall have the exclusive jurisdiction over any future disputes between the parties.
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Introduction, Scope of Work and Conditions of Contract: Schedule-II

North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences (NEIGRIHMS), Shillong, Meghalaya is an Autonomous Institute established by Ministry of Health and Family Welfare, Government of India in 1987. The then Prime Minister Late Rajiv Gandhi dedicated the Institute to the memory of Late Indira Gandhi, former Prime Minister for her commitment to the welfare and affection for the people of North Eastern Region. It has now been designed as a Postgraduate Medical Institute in the lineage of AIIMS, New Delhi.

NEIGRIHMS is an Institute of excellence in Medical Education & Human Resource Development by providing quality Medical Education to generate Health Manpower in various Branches in the field of medicine including providing Undergraduate, Post-graduate, Nursing and allied profession and also an excellent Centre in patient care services and an open referral hospital to provide specialized health care to the people of North East India along with advanced research facilities. The Post Graduate and MBBS courses are recognized by Medical Council of India.

NEIGRIHMS, Shillong intends to empanel Chartered Accountant firm for assignment of services/works related to Income Tax work /calculation and filing of returns of GST/E-TDS Statement /Internal Audit/Reconciliation of Assets with Annual statement of Accounts/ Audit of various Research projects including Swachhta Action Plan etc. of the Institute for a period of one year, which may be extended for another period of one year based on satisfactory performance

Bidders /Firms /Agencies should note that the following terms and conditions will apply specifically in addition to the Rules and the Regulations as applicable to such purchases in the Government of India.

#### 1. Eligibility and Qualifications Criteria:-

- Ø The firm should have been in operation for minimum of 3 years and having experience in Internal Auditing, Preparation /Verification of Annual Accounts of Central Autonomous Bodies /Filing of e -TDS Returns of Income Tax, Concurrent Pre-Auditing of payments and as per scope of works
- Ø The CA Firm should be empanelled with Comptroller and Auditor General of India (C&AG). Constitution Certificate from ICAI as on 31.03.2022 to be submitted
- Ø Number Constitution Certificate from ICAI as on 31.03.2022 to be submitted
- Ø The firm /agency should have an average annual turnover of Rs 10 lakhs for the last three Financial Years (FY 2019-20, FY 2020-21 and FY 2021-22). Audited Balance Sheet and Profit & Loss Account Statement for each of the last three (03) Audited and certificate duly signed by a Statutory Auditor
- Ø The firm should have a valid Registration, Income Tax Permanent Account Number (PAN) and GSTIN Registration etc. for running the business.
- 2. Please note that no counter proposal is acceptable to us and conditional / late submissions of offers are liable to be rejected.

- 3. This document should not be construed as Tender / Request for Proposal (RFP) in any form and would not be binding on NEIGRIHMS in any manner whatsoever.
- 4. Parties are advised to study the EOI document carefully. Submission of EOI shall be deemed to have been done after careful study and examination of the EOI Document with full understanding of its implications.
- 5. NEIGRIHMS reserves the right to update, amend and supplement the information in EOI document including qualification process at its discretion but before the date of submission of response to EOI
- 6. If the service provided by the vendor is found unsatisfactory or if at any time during the period of contract it is found that the information provided for the contract or any claim is false or if irregularities shown by the vendor for applying for the contract, NEIGRIHMS shall reserve the right to cancel the contract and remove such vendors from empanelment without giving any notice to the vendor.
- 7. The Institute will evaluate the EOIs and based on the criteria set forth will short list qualified applicants. Only the short listed applicants would then be invited to make a presentation (free of cost) on their capabilities and their proposed methodology for execution of this project.
- 8. Bid documents (RFPs or Quotations) will be issued only to the short listed applicants.
- 9. Director, NEIGRIHMS, Shillong shall be the final authority to reject full or any part which is not confirming to the terms and conditions.
- 10. Agency submitting offer should consider and accept all the terms and conditions. No inquiries verbal/ written shall be entertained in respect of acceptance / rejection of the EOI.
- 11. Any action on the part of the tenderer to influence anybody in the said Institute will be taken as an offence and the tenderer submitted by the firm will subsequently be rejected.
- 12. Any failing or omission to carry out the provisions of the contract by the agency shall not give rise to any claim by any party, one against the either, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.
- 13. In case the Bidder appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, EPF Act, 1952, wherever applicable etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be the sole responsibility of the agency.
- 14. If the agency gives a false statement on any of the above information, the firm/supplier will not be considered and their offer shall be deemed to be rejected and the security deposited will stand forfeited.
- 15. The successful agency shall sign the Contract Agreement, within 15 (fifteen days), from the issue of the letter of acceptance, failing which security money deposited may be forfeited and name may be removed from the list of suppliers at the NEIGRIHMS.
- 16. The Institute shall have the right to reject any EOI without assigning any reason thereof. No correspondence will be entertained in this regard.
- 17. a) If the certificates/documents required are not submitted along with the EOI, such offers will not be considered and will be outrightly rejected. b) Any agency giving false information shall be disqualified and removed from the contract. No business, henceforth, will be done with the Firm /Supplier.
- 18. NEIGRIHMS reserves the right to accept /reject any or all offers submitted in response to this advertisement without assigning any reason whatsoever and the decision of NEIGRIHMS will be

final in this regard.

#### Scope of Work:

- 1. Facilitating of income tax calculation /computation of the employees (presently around 550 which is likely to increase /decrease for the year so as to enable deduction of monthly TDS after taking into account all the relevant rules /laws in place for the year under consideration (provisional tax calculation in middle September every year and final calculation in February every year, etc).
- 2. Preparation of TDS monthly statement of employees and suppliers /contractors and all requisite forms for the purpose of filing of e-TDS statements /returns.
- 3. Preparation /submission /filing of e -TDS statements /returns of employees and suppliers /contractors within the due dates as prescribed by the Income Tax Act 1956 and preparation /generation of Form no: 16 /16A as applicable with one extra copy for office record.
- 4. Filing of TDS returns on GST within the due date.
- 5. Representing the Institute to the Income Tax/GST department as and when required for the purpose of resolving the issues /queries as raised by the Income Tax/GST department from time to time and also providing professional consultancy /advice to the Institute as and when required.
- 6. Representing the Institute to the any government department as and when required for the purpose of resolving the issues /queries as raised by such department from time to time and also providing professional consultancy /advice to the Institute as and when required.
- 7. Conducting and test checking as Internal Auditor on six monthly basis and submission of reports and corrective measures thereto.
- 8. As part of Internal Audit, the agency may place 2 (two) manpower with sufficient knowledge on the subject in the Institute against whom remuneration shall be included in the offered cost..
- 8. Reconciliation of fixed Assets with the Annual Statements of Accounts on a yearly basis and submission of reports and giving remedial measure such as correcting /adjusting entries required thereto.
- 9. Audit of Accounts of Swachhta Action Plan (SAP) as and when required.
- 10. Certification of the Utilization Certificate against various Research Projects as and when required.
- 11. The firm/agency may quote the rates against each item.
- 12. The decision of the Institute in this regard shall be final and binding to all and no future queries shall be entertained in this regard.

Format of allocation: Schedule:III

## Applicant's Profile

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- 1. Name of the Applicant:
- 2. Date of incorporation:

3.	Add	lress of the Head Office:	
4.	Loc	al Address:	
5.	Con	nmunication details of con	stact Official(s) (both Sales and Services):
	1)	Name	:
	2)	Phone Number	:
	3)	Mobile no. /Fax Number	:
	4)	E-mail	:
6.	Con	stitution of the Applicant	:
7.	Det	ails of primary shareholde	ers:
	(In	case of Limited Company	names of major share holders with percentage of holding):
8.	Yea	r of commencement of bu	siness:
9.	GST	IN Registration Number :	
10.	Inc	come Tax Registration Nun	mber (along with latest income tax clearance certificate):
11.	PA	N Card No.	
12.		of offices nationwide and	
	Ass	sociate Firms/Companies v	with details of activity and turnover:
10	Dot	ails of Key/ Senior Official:	c/ Directors/
		-	ubmit copies of audited Profit & Loss statement, Balance sheet for the
14.		3 years) :	domine copies of addition from the Loss statement, building sheet for the
	A)	Total Income	:
	B)	Other Income	·
	C)	Profit before Tax	:
	D)	Profit after Tax	:
	E)	Share Capital	:
	F)	Capital and Reserve	:
Authori	ized	Signatory	
Name		:	
Design	atior	n :	
Qualific	catio	n:	
With th	ie co	mpany since :	

Line of	experience/ expertise :				
i) List	of Clients whose work has been undertaken (proof of work order to be produced) :				
ii) Nam	e and address of Bankers (Enclose solvency certificate from the Bankers):				
iii) Should have a Head / Branch Office in Meghalaya /Guwahati					
iv) Any other information considered relevant:					
with m the app	ereby confirm that all information, particulars, copies of certificates and testimonials in connection y ability to supply the ambulances, are correct and genuine. I/ we, am /are, therefore liable to face propriate actions as deemed fit by the Institute in the event of any of the information, particulars of certificates and testimonial is not found correct / genuine or not attached as required documents				
Place:					
Date:					
	Signature with seal of the company/Firm				
	_				
	<u>CHECKLIST</u>				
_					
1.	Valid Registration Certificate of the firm.				
2.	Income Tax PAN Card.				
3.	GSTIN Registration certificate				
4.	Audited Statements of Accounts (turnover) for the last three years.				
5.	Earnest Money of Rs.10, 000/- in the form of Demand Draft/Call Deposit/Banker's Cheque/ Bank guarantee pledged in favour of Deputy Director (Admn.) NEIGRIHMS, Shillong.				
6.	Experience in the above scope of works to be supported by work orders issued to the firm during the last three years. (as per Eligibility Criteria conditions)				
7.	Declaration that the firm has not been blacklisted.				

# 4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS

Account payable at SHILLONG.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account Account No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA...

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 6. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account Account No. 30270200000027 IFSC Code BARBOMAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

# **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the <u>General Terms and Conditions</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---