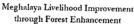
Office of the Project Director Community-based Forest Management and Livelihoods Improvement in Meghalaya Shalom Building, 2nd Floor, Lower Lachumiere, Shillong—793001











Japan International Cooperation Agency

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meglife.mbda@gmail.com/jica.mbda@gmail.com

Notice Inviting Bid/Tender for Selection of Statutory Auditor

SPMU, MegLIFE, MBDA, O/o The Project Director, MegLIFE, MBDA, Shalom Building, Block -3, Lower Lachumiere, Shillong-793001 invites bids from interested Chartered Accountants (CA) Firms for selection of Statutory Auditor. The detailed bid/tender document consisting Scope of Work, Selection Criteria, Terms of Reference etc. together with Annexures are available on the Website www.mbda.gov.in and in the SPMU, MegLIFE, MBDA office (address mentioned above). The selection shall be based on the qualifying criteria given in the bid/tender document. Interested CA firms meeting the requisite eligibility criteria may send their bid to SPMU, MegLIFE, MBDA in prescribed format in sealed envelopes as mentioned in the bid/tender document so as to reach in the O/o The Project Director, MegLIFE, MBDA, Shalom Building, Block -3, Lower Lachumiere, Shillong-793001 latest by August 24, 2022 till 5:00 PM.

> Sd/-Additional Project Director MegLIFE, MBDA, Shillong

REQUEST FOR BID

Selection of Statutory Auditor Firm for statutory audit of MegLIFE, MBDA for the FY- 2021-22, 2022-23 & 2023-24

Tender Ref No.: MBDA/JICA/Audit/2022/674 dt. 2/8/22

Issued by: SPMU, Project for Community Based Forest Management and Livelihoods Improvement in Meghalaya (MegLIFE)

> Meghalaya Basin Development Authority (MBDA) Govt. of Meghalaya

O/o the Project Director, SPMU Shalom Building, 2nd Floor, Block-3, Lower Lachumiere, Shillong-793001

Invitation of Bid

The SPMU, MeLIFE, MBDA, invites Bids from eligible CA firms for Selection of Statutory Auditor for statutory audit of different units under MegLIFE, MBDA for the FY- 2021-22, 2022-23 and 2023-24. The selection of firm will be based on Least Cost Selection (LCS) Method. The CA firms are advised to study this tender document carefully and visit the website (www.mbda.gov.in) before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

- a) The complete tender document has been published on www.mbda.gov.in.
- b) A Two (2) envelope selection procedure shall be adopted.

 The document will also be available from the Office of the Project Director, Community-based Forest Management and Livelihood Improvement in Meghalaya, Meghalaya Basin Development Authority, 2nd Floor, Shalom Building, Block-3, Lower Lachumiere, Shillong-793001, Tel. no. 0364-3510190 from 10:00 am to 05:00 pm (office hours) from 4th August, 2022 to 24th August, 2022
- c) The CA firms (authorized signatory) shall submit their offer for Technical and Financial bids during office hours offline at Office of the Project Director, Community-based Forest Management and Livelihood Improvement in Meghalaya, Meghalaya Basin Development Authority, 2nd Floor, Shalom Building, Block-3, Lower Lachumiere, Shillong-793001 or through post in the same address.
- d) MegLIFE, MBDA will not be responsible for any delay in submission due to any reason. For this, CA firms are requested to submit the complete required bid documents well in advance so as to avoid any unforeseen problems. For queries related to bid submission, the CA firms may contact the Technical Specialist, Project Management, MegLIFE, MBDA (M-9774850988) during office hours.

1.1 Key Events and Dates

S	Particulars	Dates	
N			
1	Date & Time for commencement of	Date: 4th August, 2022 Time: 10:00	
	downloading/obtaining tender document	hrs.	
2	Last date & Time for sending requests for	Date: 16th August, 20222 Time:	
	clarification	17:00 hrs.	
3	Last date & Time for reply to clarifications	Date: 20th August, 2022 Time:16:30	
		hrs.	
4	Last Date (deadline) & Time for submission of	Date: 24th August, 2022 Time:	
	bids	17:00 hrs.	
5	Date and Time for Opening of Technical Bids	Date: 25th August, 2022 Time:	
		11:00 hrs.	
6	Date and Time for Opening of Financial Bids	Will be published on	
		www.mbda.gov.in	

Note: CA firms are requested to frequently visit www.mbda.gov.in to see any change in scheduled dates, and for any other changes made in the bidding document throughcorrigendum etc. If there is any difference between date mentioned in tender document and date mentioned on www.mbda.gov.in, in such case date mentioned on www.mbda.gov.in is final.

Bid Validity Period-120 days from the date of opening of the technical bid.

SD/-Additional Project Director MegLIFE, MBDA, Shillong

A. Instructions to Bidders

This section includes all the important information required for this bid

1. General Information

- a) MegLIFE, MBDA invites bids from eligible CA Firms as per the scope & technical Criteria mentioned in this tender document.
- b) Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue for a period of one year which may be extended by as per the need and on the performance of the CA Firm.
- c) MegLIFE, MBDA reserves the right to extend the *Term* on mutually agreed terms at the sole discretion of MegLIFE, MBDA, subject to any obligations under applicable law.
- d) All information supplied by the CA Firms may be treated as contractually binding on the CA Firms, on the successful award of the assignment by MegLIFE, MBDA on the basis of this tender document.
- e) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MegLIFE, MBDA. Any notification of preferred CA Firm status by MegLIFE, MBDA shall not give rise to any enforceable rights by the CA Firm. MegLIFE, MBDA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
- f) This tender document supersedes and replaces any previous public documentation & communications, and the CA Firm should place no reliance on such communications.
- g) All figures of costs, project values and others should be mentioned in Indian Rupees only.
- h) No CA Firm shall submit more than one Bid for this tender.

2. Consortium Conditions: Not Applicable.

3. Contact Details

For any clarifications & communication with regards to the tender document, the CA Firms are expected to communicate at the contact information provided below:

S.	No.	Particulars	Details
1		Designation	Technical Specialist, Project Management
2		Office Address	Office of the Project Director, Community-based Forest Management and Livelihood Improvement in Meghalaya (MegLIFE), MBDA, 2nd Floor, Shalom Building, Block-3, Lower Lachumiere, Shillong-793001
3		Phone No.	Mo-9774850988

4. Corrigendum / Amendment to the Tender

At any time prior to the deadline (or as extended by MegLIFE, MBDA) for submission of bids, MegLIFE, MBDA for any reason, whether at its own initiative or in response to clarifications requested by the CA Firms, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments / corrigendum to the tender document, issued by MegLIFE, MBDA would be displayed on www.mbda.gov.in and shall be deemed to be incorporated by this reference into this tender document.

5. Completeness of Response

i. The CA Firms are advised to study all instructions, forms, terms, requirements and other information in

- the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the CA Firm's risk and may result in rejection of its bid

6. Bid Preparation Cost

The CA Firms shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions / presentations, preparation of bid, in providing any additional information required by MegLIFE, MBDA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process.

7. Right to Termination

MegLIFE, MBDA may terminate the bid process at any time and without assigning any reason. MegLIFE, MBDA makes no commitments, expressed or implied that this process will result in a business transaction with anyone. This tender document does not constitute an offer by MegLIFE, MBDA. The CA Firm's participation in this process may result in MegLIFE, MBDA selecting the CA Firm to engage towards execution of the contract.

8. Bid Submission Instructions

8.1 Offline Bid Submission

- a) The CA Firm shall submit the bid offline physically (during office hours) or through post to the address mentioned earlier
- b) The bids submitted, shall comprise of the following 2 envelopes:
 - Envelope A: Technical Bid
 - Envelope B: Financial Bid
- c) Modification and Withdrawal of Bids Resubmission of bid by the CA Firms for any number of times before the final date and time of submission is allowed.

9. Eligibility Criteria

The CA Firms shall fulfill all of the following eligibility criteria independently, as on the date of submission of bid.

No	Eligibility Criteria			
01	The Audit firm should be Chartered Accountant Firm and should be empaneled with			
×	C&AG for major audit & ICAI for the year 2020-21			
02	The Chartered Accountant Firm must have at least 2 full time partners (FCA)			
	who are fellow members of the ICAI for a period not less than 3 years (as per			
	certificate of ICAI as on 01.01.2021)			
03	The Chartered Accountant Firm should have an average turnover of Rs. 100 lakhs p.a.			
	in the last 3 FY years			
04	The Chartered Accountant Firm should have experience of at least 10 assignments of			
	Internal /Statutory Audit of Social Sector/External Aided Projects (excluding the Audit of			
	Charitable Institutions/NGOs) of State & Central Government Department During the			
	last 3 FY years. (Per Annum assignment fees should be Rs. 200,000/- or more)			
05	The Chartered Accountant Firm should have done Statutory Audit of JICA Assisted			
	Projects. [Based on the experience certificate (s)].			
07	Bidder should be registered under GST act.			

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The Chartered Accountant Firm or any partner of the firm should not have been blacklisted or debarred by any PSUs, State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations or any other organization in respect of any assignment or behavior.

10. Technical Bid (Envelop - A) - Documents to be submitted

The technical bid must be submitted as per the instructions of this tender document. Following documents are mandatory for submission

- i. Form No. 1-Tender Acceptance Letter
- ii. Form No.- 2- CA Firm Information
- iii. | Form No.-3- Details of Experience
- iv. Form No.-4 Description of approach, Methodology and work plan for performing the assignment
- v. Form No.5- Turnover certificate issued by chartered accountant firm.
- vi. | Form No. 6-Details of Team proposed
- vii. Form No. 7- Details of Structure & Composition of Team and Task Assignments
- viii. Form No. 8 Declaration (To be given on Rs.100 non-Judicial stamp paper)
- ix. CA Firms registration with C&AG Certificate
- x. | ICAI Firm registration Certificate as on 01/01/2021
- xi. GST Registration Certificate

Non submission of the required documents or submission of the document in a different format / contents may lead to the rejection of the bid submitted by the CA Firm.

11. Financial Bid (Envelop - B)

- i. The Audit fee should be submitted Financial Bid Format
- ii. Rate should be quoted without GST
- iii. The rates ones offered must remain fixed and must not be subject to change for whatsoeverreason within the period of the contract.
- iv. Percentage (or proportion) of funds involved/turnover shall not be the basis for quoting the auditfee, and in such case the proposal shall be rejected

12. Validity of Bid

The bid shall be valid for a period as mentioned above. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, MegLIFE, MBDA may solicit the CA Firm's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

13. Corrections / errors in financial Bid

- i. The CA Firms are advised to exercise adequate care in quoting the prices. No excusefor corrections in the quoted figures will be entertained after the last date for submission of bids.
- ii. The quoted price shall be corrected for arithmetical errors by MegLIFE, MBDA.
- iii. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.

14. Language

The bid should be submitted by the CA Firm in English language only. If any documentary evidence for Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

15. Conditions under which Tender is issued

- i. This tender document is not an offer and is issued with no commitment. MegLIFE, MBDA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. MegLIFE, MBDA reserves the right to disqualify any CA Firm, should it be so necessary at any stage.
- ii. The timing and sequence of events resulting from this tender document shall ultimately be determined by MegLIFE, MBDA.

- iii. No verbal conversations or agreements with any official, agent, or employee of MegLIFE, MBDA shall affector modify any terms of this tender document and any alleged verbal agreement or arrangement made by a CA Firm with any agency, official or employee of MegLIFE, MBDA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by MegLIFE, MBDA to CA Firms shall not be considered binding on it, nor shall any written materials have provided by any person other than MegLIFE, MBDA.
- iv. Neither the CA Firm nor any of the CA Firm's representatives shall have any claims whatsoever against MegLIFE, MBDA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the CA Firm in accordance with the terms thereof).
- v. Until the Contract is awarded and during the validity of the Contract, CA Firms shall not, directly or indirectly, solicit any employee of MegLIFE, MBDA to leave the office or any other officials involved in this tender process in order to accept employment with the CA Firm, or any person acting in collusion with the CA Firm, without prior written approval of MegLIFE, MBDA.

16. Right to the content of Bids

All bids and accompanying documentation of the technical bids will become the property of MegLIFE, MBDA and will not be returned after opening of the technical bids. MegLIFE, MBDA is not restricted in its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the CA Firms. MegLIFE, MBDA shall also not be bound by the confidentiality of the bid, or any other restriction on its use or disclosure.

17. Non-Responsive Bid

A bid may be construed as a non-responsive bid and ineligible for consideration if:

- i. It does not comply with the requirements of this tender document.
- ii. It does not follow the formats requested in this tender document or does not appear to address the requirements as specified by MegLIFE, MBDA.

18. Disqualification

The bid is liable to be disqualified in the following cases or in case the CA Firm fails to meet the requirements as indicated in this tender document:

- i. The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-responsive bid.
- ii. During the validity of the bid, or its extended period, if any, the CA Firm increases the quoted prices
- iii. The CA Firm qualifies the bid with own conditions.
- iv. The bid is submitted in an incomplete form.
- v. The information submitted in the technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, ifany.
- vi. The Commercial bid is enclosed with the technical bid.
- vii. The CA Firm try to influence the bid evaluation process by unlawful /corrupt / fraudulent means at any point of time during the tender process.
- viii. In case anyone CA Firm submits multiple bids or if common interests are found in two or more CA Firms, the CA Firms are likely to be disqualified,
- ix. Any form of canvassing / lobbying / influence / query regarding selection etc. will be treated as disqualification. While evaluating the bids, if it comes to MegLIFE, MBDA's knowledge expressly or implied, that some CA Firms may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the CA Firms so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by MegLIFE, MBDA.

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x. If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

19. Acknowledgement of Understanding

By submitting the bid, each CA Firm shall be deemed to acknowledge that CA Firm has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

20. Mode of Selection

Selection of CA Firm will be based on the Least Cost Selection (LCS) method.

21. Bid Opening

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which CA Firm is free to attend him or depute an authorized officer as his representative.

a. Opening of Envelop - A (Technical Bid)

Envelope No. A (Technical bid) of the CA Firms will be opened

b. Evaluation of Technical Bid

The evaluation of the technical bids will be carried out in the following manner:

i.The CA Firm's technical bid will be scrutinized based eligibility criteria mentioned in clause no.

9 CA Firms not fulfilling any of the eligibility criteria shall be rejected.

ii. The CA Firms who will fulfill minimum eligibility criteria mentioned in clause no. 9 will be further evaluated as per the following marking system based on the documents submitted by the CA Firms.

S No.	Particulars	Minimum Criteria	Max Marks	Evaluation Criterion
1.	Number of Fellow Partners associated with the firm for not less than 5 years (As per certificate of ICAI as on 01.01.2021)	2 FCA	15	For 2 FCA partners = 10 marks, For each additional FCA Partner 1.5 Mark & ACA Partner 1 Mark subject to maximum of 15 Mark.
2.	Turnover of the firm (Average annual in last three financial yrs.)	Minimum Average Rs.100 Lakhs	15	Turnover Rs 100 Lakhs= 10 mark, over and above 1 mark for per 10 lakhs subject to maximum of 15 Marks.
3.	The Chartered Accountant Firm should have experience of at least 2 assignments of Statutory Audit of Social Sector/External Aided Projects (excluding the Audit of Charitable Institutions/NGOs) of State & Central Government Department During the last 3 years. (Per Annum assignment fees should be Rs.200,000/- or more)	10 Assignments	20	Up to 10 Assignments = 10 Mark over and above 1 mark per assignment subject to maximum 20 Mark
4.	The Chartered Accountant Firm should have done Statutory Audit of JICA assisted projects.	1 Assignment	15	Up to 1 Assignment = 3 Mark over and above 1 mark per assignment subject to maximum 15 Mark
5	Experience of the firm in implementation/Audit under PFMS of Social Sector/External Aided Projects /working during the last 3 years (Based on the no. of experience certificate)	4 Assignment	15	For 4 assignment = 6 marks over and above 1.5 mark per assignment subject to maximum 15 Mark.
б.	Adequacy of the proposed Technical Approach, Methodology & work plan as per generally accepted standards also considering the target date of report submission		15	As per the evaluation of theProposal
70.	Experience in the Statutory Audit of in North East states EAP during last 3 Years	ī	5	1 Mark per assignment subject to maximum of 5 Mark.
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- c) The CA Firms are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document.
- d) In any case, in the event of any deviation from the factual information provided by the CA Firm in technical bid, the deviation can reject the bid and also ban the CA Firm from participation in any future tenders in the MegLIFE, MBDA.
- e) At any time during the bid evaluation process, the Evaluation Committee, MegLIFE, MBDA may seek verbal / written clarifications from the CA Firms. The committee may seek inputs from their professional experts in the evaluation process.
- f) The committee reserves the right to do a reference check of the past experience stated by the CA feedback received during the reference check shall be taken into account during the technical evaluation process.
- g) The CA Firms scoring minimum 70 marks out of the 100 marks in technical evaluation based on above mentioned marking system shall be declared as technically qualified.
- h) The SPMU, MegLIFE, MBDA reserves the right to keep, amend, and accept/reject of any proposal/clauses/criteria according to the need / requirements in the interest of organization.
- i) The CA firms listed by C&AG for major audit for the F.Y 2020-21 will be eligible to submit their proposals. In support of the same the C.A. firm has to attach copy of the C&AG empanelment duly certified. In absence of said supportive document the proposal will be summarily rejected.
- j) The Firm or partners of the firm must comply with the Chartered Accountants Act, 1949, other notification & guidelines issued by the ICAI from Time to time.
- k) If required constitution of the team is not deployed/The assignment is outsourced to some other firm or chartered accountants, the state may take appropriate action as it deems fit (including blacklisting of the firm) against the firm, keeping the Ministry/ICAIinformed.
- l) Joint venture/ Consortium of the firms is not allowed if the proposal is submitted in JV/Consortium in that case proposal is summarily rejected.
- m) General Power of Attorney signed by all the partners authorizing the one partner to signed the proposal on behalf of the firm on Rs 100 Stamp Paper.
- n) Any response received after the due date or not found to be in accordance with the above procedure, maybe liable to be rejected outright and the decision of MegLIFE, MBDA in this regard shall be final.
- o) As per the Government mandate, Goods & Service Tax Registration (GST) of the said firm is mandatory and after selection shall be registered in Meghalaya.
- p) The originals of all supportive documentary evidences may be called for its verification in case of selection to ensure about its authenticity & genuinely.

a. Opening of Envelop - B (Financial Bid)

- i. This envelope of technically qualified CA Firms as per clause no 21 (b) shall be opened. The date and time of opening of financial bids will be published on www.mbda.gov.in
- ii. In case the financial bid rate of the two or more CA firm is same then the allotment will be made to the CA firm scoring highest technical Marks as per the evaluation criteria.

23. Award Criteria

The CA Firm who got highest marks in technical evaluation and quoted lowest financial quote (L-1) shall be invited for negotiation and signing of contract.

24. Right to accept any Bid and to reject any or all Bids

MegLIFE, MBDA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected CA Firms(s) or any obligation to inform the affected CA Firm(s) of the grounds for MegLIFE, MBDA's action.

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25. Notification of Award

- **a.** Before expiry of the bid validity period, MegLIFE, MBDA will notify the successful CA Firm(s) in writing, by registered / speed post or by fax or by email that its bid have been accepted by the Tender Inviting Authority.
- After cancellation of award of contract with L1 CA Firm, MegLIFE, MBDA reserves the right to call L2 and asked to match the rate offered by L1. If L2 accept the offer, award of contract will be issued to L2. If L2 refuse to match the rate with L1, then L3 will ask to match rate with L1 and If L3 accepts award of contract will be issued to L1 and so on.
- c. The Notification of Award shall constitute the formation of the Contract.

24. Place of Work

As per Terms & References & Scope of work.

26. Contract Period: -

The Auditor will be appointed to conduct Audit for a period of three financial years 1/4/2021- 31/3/2022; 1/4/2022 to 31/03/2023 and 1/4/2023 to 31/03/2024 and his services may be further extended as per the performance of Auditor and need of MegLIFE, MBDA for one more year without change in the financial norms. The Auditor shall submit all the Audit Reports of MegLIFE, MBDA before 30th September, of every year. However, contract may be terminated by giving one month notice for whatever reason.

27. Signing of Contract:

The contract will be signed as per tender document, after selection of CA Firm. In lieu of the same, the successful CA Firm will have to execute an agreement in a non-judicial stamp paper of value of Rs-500/- in favour of Project Director, MegLIFE, MBDA.

28. Failure to agree with Terms and conditions of this Tender

Failure of the successful CA Firm to agree with the terms and conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting which MegLIFE, MBDA may call for new bids and at the same time.

29. Subletting

Subletting of contract is not permitted.

30. Payment Terms

Lump sum payments will be made. MegLIFE, MBDA will pay audit fees in following percentage of the agreed amount, within 30 days of receipt of pre receipted bills duly verified by the designated officer of MegLIFE, MBDA in duplicate for respective stages as follows

Rate percentage of Agreed Contract Amount	Event
50%	Completion of Audit
40%	Submission of Consolidated Final Audit Report
10%	After checking and scrutiny of Final Audit Report

Scope of Work / Terms of References - Attached separately

31- Corrupt or Fraudulent Practices

MegLIFE, MBDA requires that the bidders shall observe the highest standards of ethics in execution of the contract. In pursuant to this policy, MegLIFE, MBDA.

- 1) Defines, for the purpose of this provision, term set forth as below
 - i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or contract execution; and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or execution of the contract to the detriment of the Employer.
- 2) Will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract inquestion.

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3) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any MSRLM contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing

32. Laws and Regulations

- Governing Law: The contract shall be governed by and construed in accordance with the laws and by-laws of India, the State of Meghalaya. All disputes arising under or in relation to this Agreement shall be subject to jurisdiction of the Courts in Shillong only to the exclusion of other courts.
- 2) DISPUTES:
 - a) If a dispute of any kind whatsoever arises between the bidder & MegLIFE, MBDA, the matter shall be referred in writing to the Project Director, MegLIFE, MBDA within 14 days from the date of dispute.
 - b) The Project Director, MegLIFE, MBDA shall give his decision in writing within 28 days of receipt of such representation. The Project Director, MegLIFE, MBDA shall be final & binding on both parties.

33. Force Majeure clauses

"If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented of delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance; and services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the services have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty takeover from the contract at a price to be fixed by the purchasing Officer which shall be final.

34. Permits, Fees, Taxes

Unless otherwise provided in the contract documents, the CA Firm shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the work. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the CA Firm and detected subsequently shall be the sole responsibility of the CA Firm and his/her legal heirs.

35. Income Tax and Other Taxes:

Income Tax (TDS) and any other taxes as applicable from time to time, shall be deducted from bills of the CA Firm and a certificate to that extent shall be issued by Project Director, MegLIFE, MBDA.

36. Statutory Increases in Duties, Taxes etc.

All the taxes and duties levied by the State and Central Govt. and by Local Statutory Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the CA Firm and will not be reimbursed to him on any account, except GST. GST will be paid as applicable. Further MegLIFE, MBDA shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies etc. at the time of quoting / bidding CA Firm should bear the above fact in mind.

37. Price Variations

No Price Variation will be payable to the CA Firm during the Contract period & extended period if

38. Labor laws and other applicable laws

Agency will be solely responsible for all type of liabilities that may arise under any act related to workmen Compensation, Minimum wages, EPF, ESIC, Bonus, etc. Injury to Staff or damage to any property, insurance of employees who are employed by the agency under this contract and no additional cost in this regard will be allowed in under this contract.

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Terms of References

Section-I

Background-

Govt. of Meghalaya is implementing a Project titled "Project for Community based Forest Management & Livelihoods Improvement in Meghalaya" (MegLIFE), funded by Japan International Cooperation Agency (JICA). The objective of the project is to is to restore and conserve natural resources within the villages by sustainable forest management, livelihood improvement, and institutional strengthening, thereby contributing to conservation of environment, biodiversity, and uplifting of socio-economic conditions of people in the State of Meghalaya. The project is being implemented by Meghalaya Basin Development Authority (MBDA), Planning Dept. Govt. of Meghalaya.

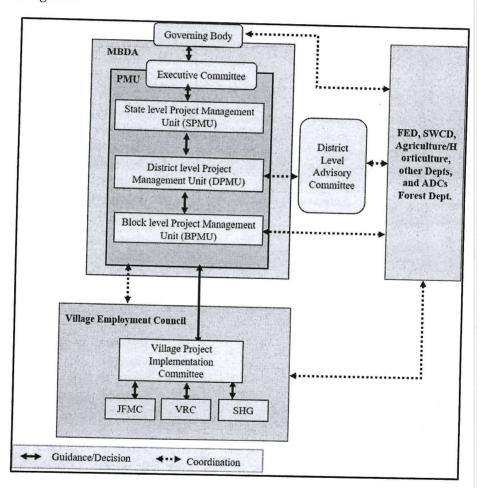
Project Components

Sl. No.	Component	Activities
1	Sustainable Forest Management	 Participatory land-use planning Constitution of JFMC (VFMC)/ VRMC/ CFMC/ CRMC
		 Preparation for Forest Mgt. & Watershed Development micro-plan Creation of nurseries for QPM Restoration of degraded forests & barren land through AR/ ANR (450 villages, 22500 Ha.) Conservation of forests in good
		condition (50 villages, Community Reserves)
		 Soil & Water Conservation Activities
		Preparation of Working Schemes (3)
		• Forest Check Points (30)
2	Community Development and	• Forest Research
	Livelihoods Improvement	 Community mobilization & Gender sensitization workshops
		Constitution of VPICs & VCFs recruitment (500)
		Microplanning for livelihood and community development using Participatory Rural Appraisal (500 villages)
		 Entry Point activities – Community Infrastructure dev. (500 villages)
		Water harvesting & storage (Rain water harvesting, Drinking water tanks)
		 Promoting and strengthening Micro- credit activity and Income Generation Activities
1		Infrastructure for IGAs
	2	Revolving Fund
		Micro-credit
	\$	Training
		 Market support-Pilot projects for

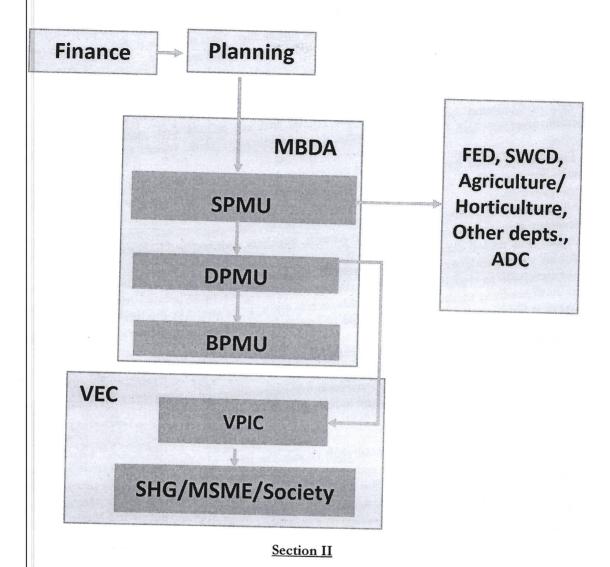
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		feasible enterprises (cluster or Block level, at least 22)
3	Institutional Strengthening	 Convergence with ongoing schemes Capacity development of State Project Management Unit (PMU), District Project Management Unit (DPMU), Block Project Management Unit (BPMU) and other partner organizations
		Strengthening of infrastructure for implementation at State, District and Block level project
		Develop, build and strengthen existing community and institutional capacities for planning, implementation, monitoring and reporting.

Project Institutional Arrangement



J.



Objective of the Assignment-

The objective of the assignment is to:

- Provide fiduciary assurance to the SPMU that the funds spent from FY 2021-22 onwards against the given components at the state, district and village level and in other Project stakeholders, line departments as applicable to the Project are in agreement with the books of accounts and can be relied upon to support the reimbursements proposed to be made by JICA.
- (ii) Through the review of available financial and non-financial records etc. as applicable, provide, a professional opinion and assurance that the funds have been used for intended purposes.
- (iii) To express a professional opinion on the project financial statements.
- (iv) To ascertain that whether the system of internal controls is effective and in place.
- (v) To provide Project management with timely information on the financial management aspect of the Project to enable timely follow up actions.
- (vi) To ascertain that the financial rules and procedures as prescribed are being followed.
- (vii) In respect of SOE audit, to ascertain whether the expenditure stated in the SOE, according to which the SPMU has requested reimbursement, are eligible to financing as per the loan agreement.

Scope and Coverage of the Audit

The audit will cover three financial years covering all sources and application of funds by all implementing units. It would focus on transactional review of expenditures incurred from accuracy and authenticity perspective. The Statutory Audit will be for the financial year from 1st April-31st March of FY 2021-22, 2022-23, 2023-24. This statutory will cover one SPMU, 11 DPMUs for FY 2021-22; one SPMU, 11 DPMUs and 250 Village Project

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Implementation Committees (VPICs) for FY 2022-23 and one SPMU, 11 DPMUs and 400 Village VPICs for FY 2023-24. The Statutory Audit will be conducted yearly basis at SPMU, DPMU and VPICs. The audit would include in addition the audit of Project financial statements. While the concerned units will ensure to make available at the state level records in respect of the expenditure incurred at districts and villages and provide to the Auditor, the Auditor would be provided all the required records during their visits to districts and in some cases in villages, sites etc. to enable them to provide the required professional opinion and assurance.

Detailed Audit Procedure

The audit will be carried out in accordance with the general principles and standards of audit laid down by the Institute of Chartered Accountants of India (ICAI) and will include such tests and controls, as the auditor considers necessary under the circumstances. In conducting the audit, special attention should be paid to the

That Project funds have been used in accordance with the conditions of the relevant financing agreement, with due attention to transparency, economy and efficiency and only for the purposes for which the financing

All necessary supporting documents, records and books/statements of accounts have been maintained and all necessary supporting documents such as records, vouchers, bids etc. and books of accounts have been kept in

c) Identify the expenditure which are covered in accordance with the allocation described in schedule II of the loan agreement as eligible and segregate these from non-eligible items (administrative expenses, tax and duties etc.) as expenditure incurred on non-eligible item is not to be financed by the JICA.

d) That clear linkage exists between the books of accounts maintained for the expenditures and reports presented

The Auditor shall test check and verify that the activities were conducted for the Project as planned and that

The Auditor should report any deviations, ineligible expenditures (including those incurred on procurement), cases of undue favours, manipulation and indicators of fraud and corruption.

Audit Report

Keeping in mind that the Auditor's opinion shall enable the JICA to reimburse the expenditures incurred by MegLIFE on prescribed components, the auditor should apply such tests and controls for providing the opinion, as the auditor considers necessary under the circumstances. The expenditures should be carefully examined for Project eligibility with the relevant financing agreements. Any ineligible expenditure should be separately noted and listed by the auditor, and reflected as a percentage of expenditure audited.

The audit report would include a report containing the auditor's opinion on the Project Financial Statement and the SOEs, and an Annual Management Letter. The auditor shall submit audit report to the Project Director by 30th September after closing of the financial year. The Auditor would provide an opinion on

- i) The Project Financial Statement
- ii) For reimbursement from JICA made on the basis of Statement of Expenditures (SOEs) submitted during the year, together with the procedures and internal controls involved in their preparation, can be relied on to support the related reimbursement.

The auditor should also submit soft copy of final audit report in the PDF format or as prescribed by the SPMU. Observations made and irregularities noticed (if any) in course of the audit must be intimated to the SPMU in writing and the response of the SPMU shall be considered by the auditor before finalization of the audit report.

Format of the Management Letter: The Management Letter will Inter alia have the following sections:

- Methodology of the audit
- The status of implementation of the financial management system
- The status of compliance o the previous audit reports, including major audit observations pending
- The key areas of weakness that need improvement and Recommendations for improvements The Reports would include an Executive Summary in the following form -

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Para No.	Observations	Implications with risks involved	Recommendations for improvement	Auditee's Comments Agreed Action	Timeline

Review of the Audit Report- Audit Report may be reviewed to assess whether Auditor delivered all reports and documents specified in the contract, in the form and manner and within the time period as specified; Assess whether the reports and documents are easily understandable or not; Has the auditor satisfied the expectations of service quality, such as Adequacy, Applicability, Effectiveness, Innovativeness and Impartiality; to examine whether auditors are covering the scope of work and achieving the objectives of assignment set forth in the description of service mentioned.

Audit Review Committee: The Audit Committee at SPMU will keep a watch on the Audit Objections raised by the Auditor and take actions for the speedy settlement of the objections by timely follow up. Audit Committee will be set up under Additional Project Director, MegLIFE, MBDA with following members.

Members	Designation
Additional Project Director, MegLIFE, MBDA	Chairperson
Chief Finance Officer, MegLIFE, MBDA	Member
Consultant, F&A	Member
Project Associate, Finance	Member Secretary

The Audit Committee will provide an update to the Project Director, MegLIFE, MBDA.

A.

Annexure-1

Suggested Procurement audit check list related to Goods/Works

Once contracts for goods/works have been selected for detailed audit review the following check listmay be followed:

- 1) Date of Audit.
- 2) Procurement by SPMU/DPMU/VPIC receiving MegLIFE funds.
- 3) Description of items procured, quantity and estimated value.
- 4) Whether procedure laid down in the GFR, 2017 was observed while procuring goods and works?
- 5) if not, any other, justification was available?
- 6) Whether bid was advertised/placed in public domain?
- 7) Whether sufficient time was given to bidders for preparing and submitting the bids?
- 8) Whether the bids were opened at the notified time in the presence of bidders?
- 9) Whether the bids were evaluated in terms of the provisions of the bid documents and the evaluation report was available?
- 10) Whether contract was awarded to the lowest evaluated responsive bidder fulfilling the qualification requirements indicated in the tender document?
- 11) Whether the contract was awarded within original bid validity period?
- 12) Whether the signed copy of the contract/purchase order was available?
- 13) Whether articles received/work completed in time?
- 14) Whether payment released timely to the supplier/contractor or valid reasons for delay?
- 15) Whether the assets procured are accounted for?
- 16) Whether any complaint was received regarding the procurement and was addressed?
- 17) Whether procurement related complaint handling mechanism as envisaged in the MissionImplementation Plan is available?
- 18) Whether any procurement related irregularities reported in the previous audit report have been complied with?
- 19) Whether Performance Security (if any) was sought?

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Suggested Procurement audit check list related to Service Contract

Once service contracts have been selected for detailed audit review the following check list may be followed:

- 1) Date of Audit
- 2) Procurement by SPMU/DPMU/VPIC receiving MegLIFE funds.
- 3) Whether the Terms of Reference covering the scope of work, time schedule, output required, etc. were prepared?
- 4) Whether the Expressions of Interest were checked against advertisement and short list of service providers/consultants prepared? Whether the Request for Proposals (REPs) were issued to short listed service providers/consultants?
- 5) Whether sufficient time was given to service providers/consultants for preparing and submitting the proposals?
- 6) Whether the proposals were invited in two separate envelopes, one containing technical and another for financial proposals?
- 7) Whether the evaluation was done in two stages, first the evaluation of technical proposals and then opening of the financial proposals of only technically qualified service providers/consultants and reports are available thereof?
- 8) Whether the contract was awarded within the validity period of the original proposal?
- 9) Whether the signed copy of the contract was available?
- 10) Whether the services were completed within the prescribed time limit or valid reasons for delayed completion?
- 11) Whether payment was released timely to the service providers/consultants or valid reasons fordelay?
- 12) In the case of single source selection, if there was justification for the purpose?
- 13) Whether any complaint was received regarding the procurement and was addressed?
- 14) Whether procurement related complaint handling mechanism as envisaged in the MissionImplementation Plan is available?
- 15) Whether any procurement related irregularities reported in the previous audit report have been complied with?

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Annexure-2 Sample Audit Report (Unqualified Opinion)

To: [The Borrower]

Date: [

B: Introductory Paragraph]

We have Audited the accompanying Statements of Expenditures (SOEs) of the [(Project Name)] Project financed under the Loan Agreement (LIA) No. [

the year(s) [

The SOEs are the responsibility of [(Name of the Borrower or the Executing Agency)]'s management. Our responsibility is to express an opinion on the SOEs based on our audit.

[C: Scope Paragraph]

We conducted our audit in accordance with Generally Accepted Auditing Standards [or relevant national standards or practices]. These Standards require that we plan and perform the audit to obtain a reasonable assurance about whether the SOEs are free of material misstatements. An audit includes verifying the SOEs with the accounting records, supporting documents, and physical inspection of the work done, or the goods and services acquired. We believe that our audit provides a reasonable basis for our opinion.

[D: Opinion Paragraph]

In our opinion, with regard to the SOEs, adequate supporting documents has been maintained to support the claims to JICA for reimbursement of the expenditures incurred; and which expenditures are eligible for financing under the Loan Agreement.

Note: Each section of this standard audit report identified alphabetically from A to E corresponds to the checklist in ANNEX 7, which shows the points to be covered by the SOE audit report.

[E: Auditor]

[Name of the Auditor
[Title of the Auditor
[Name and Address of the Audit firm
[Completion Date of the Audit

Annexure-3

Sample Audit Report (Other Than Those with An Unqualified Opinion)

4	uanneu Opinion;
_	Separate paragraph required after the Scope Paragraph
	•
	•
_	Revised Opinion Paragraph
	in our Opinion, with regard to the SOEs, except for the items as described in the
	preceding paragraph, adequate supporting documents has been maintained to
1	support the claims to JICA for reimbursement of the expenditures incurred; and
(which expenditures are eligible for financing under the Loan Agreement.
A	lverse Opinion:
	Separate paragraphs required after the Scope Paragraph
	Revised Opinion Paragraph
(In our opinion, with regard to the SOEs, subject to the matter discussed in the
	preceding paragraph, adequate supporting documents has not been maintained to
	support claims to JICA for reimbursement of the expenditures incurred; or which
	expenditures are not eligible for financing under the Loan Agreement.
-	The state of the Louis Agreement.
D	isclaimer of Opinion:
	Revised Introductory Paragraph
1	We were engaged to audit the accompanying Statements of Expenditures (SOEs)
	or the years [1. The SOEs are the responsibility of [1's
()	nanagement. (Omit the sentence stating the responsibility of the auditor.)
	(Scope paragraph would either be omitted or amended according to the
cii	cumstances.)
	Revised Opinion Paragraph
1	secause of the significance of the matters discussed in the preceding paragraph,
	ve do not express an opinion on the SOEs.
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# Tech Form-1 (To be submitted on the letterhead of the bidder)

To The Project Director MegLIFE,, MBDA Shalom Building, 2nd Floor, Block-3 Lower Lachumiere, Shillong-793001

Sub- Acceptance of Terms & Conditions of Tender Tender Reference No-

## Dear Sir,

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender Work' from the web site namely: www.mbda.gov.in and asper advertisement, given in the newspaper ......
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by department/ organization too has also been taken into
- 4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) /
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public
- 6. We hereby declare that our firm & all the partners of the firm are complying with the Chartered Accountants Act, 1949, notification & guidelines issued by the ICAI from Time to time.
- 7. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit

Signed

Date:

In the Capacity Of:

Duly authorized to sign this bid for and on behalf of Signature & Seal of Bidder

# Tech Form- 2 BIDDER INFORMATION (To be given on Letter Head)

Date: S1. **PARTICULARS** Supporting **Documents** required to be No. submitted along with this Form Name of the Firm 1 Head Office Addresses of the H.O. Firm: Phone No: Fax No: Mobile of Head Office In-charge: Email ID: Date of establishment of Firm 3 Attach copy of certificate of ICAI as on date of advertisement 4 No. of Years of Existence of Firm Attach copy of Partnership Deed Branch Office 1, 2,3..... Branch Address of the firm: (Particulars of each branch to be given) Phone No: Fax No: Mobile of each Branch Office In-charge: Email ID: 5 Firm Income Tax PAN No. Attach copy of PAN card Firm GST Registration No. 6 Attach copy of Registration Firm's Registration No. with ICAI 5 Attach copy of certificate of ICAI as on date of advertisement Empanelment No. with C & A G 6 Attach proof of empanelment with C&AG for the year 2020-21. 7 Whether the firm is listed as Major Audit firm by If yes, Attach copy of C&AG Major Auditor C&AG Certificate for the F.Y 2020-21. 8 Turnover of the Firm in last three years Mention the yearly turnover of the firm. Attach balance sheet and P&L Account of the last three vears duly certified. 9 Audit Experience of the Firm: Mention the Number of assignments also attached The Chartered Accountant Firm should have Appointment Letter/work of the experience of at least 10 assignments of Statutory completion certificate from the auditee Audit of Social Sector/External Aided Projects organization (excluding the Audit of Charitable Institutions/NGOs) of State & Central Government Department (Per Annum assignment fees should be Rs. 200,000/- or more) Audit Experience of the Firm: 10 Mention the Number of assignments also attached The Chartered Accountant Firm should have done Copy of the Appointment Letter/work Statutory Audit of JICA Assisted Project completion certificate from the auditee organization Details of Partners: 11 Attested copy of Certificate of ICAI as on date of Provide following details: advertisement. Number of Full Time Fellow Partners Also provide a tabular chart. associated with the firm.

SI. No.	PARTICULARS  • Name of each partner, • Date of becoming ACA and FCA • Date of joining the firm, • Membership No., • Qualification • Experience • Whether the partner is engaged full time or part time with the firm. Their Contact Mobile No., email and full Address	Supporting Documents req submitted along with this	uired Form	to be
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Place:

Signature of authorized person Full Name & Designation: Firm/Company's Seal

## Tech Form No-3

## Details of Experience / Performance Statement (To be given on Letter Head)

**A.** Experience of the firm in Internal /Statutory Audit of Social Sector/External Aided Projects (excluding the Audit of Charitable Institutions/NGOs) of State & Central Government Department during last 3 years. (Per Annum assignment fees should be Rs. 200,000/- or more)

S. No.	Name of the Auditee Organization	Grant-in- aids/loan handle of the auditee organization	Type/Nature of Assignment	Scope & Coverage of the assignment	Duration of Completion of Assignment	Proof of the letter of Work /Completion Certificate or Assignment awarded by the Auditee Organization (Pls. attach a copy of the letter)

B.Experience of the firm in Statutory Audit of JICA assisted projects

S.	Name of the	Grant-in-	Type/Nature	Scope &	Duration of	Proof of the letter of
No.	Auditee	aids/loan	of Assignment	Coverage	Completion	Work /Completion
	Organization	handle of the	1,000	of the	of	Certificate or
		auditee		assignment	Assignment	Assignment awarded
		organization		2000		by the Auditee
						Órganization
						(Pls.
						attach a copy of the
						letter)

C. Experience of the firm in implementation/Audit under PFMS of Social Sector/External Aided Projects (Based on the no. of experience certificate)

S.	Name of the	Grant-in-	Type/Nature	Scope &	Duration of	Proof of the letter of
No.	Auditee	aids/loan	of Assignment	Coverage	Completion	Work /Completion
	Organization	handle of the		of the	of	Certificate or
		auditee		assignment	Assignment	Assignment awarded
		organization		-		by the Auditee
						Organization
						(Pls.
						attach a copy of the
						letter)

Date: Place:

Signature of authorized person Full Name & Designation: Firm/Company's Seal

S.A.

#### Tech Form - 4

# Description of Approach, Methodology & Work Plan for performing the Assignment

## A. Technical Approach:

The firm should explain the understanding, the objectives of the assignments, approach to the services, methodology for the carrying out the activities and obtaining the expected output, and the degree of the detail of such output.

# B. Work Plan along with the time required for each work/ assignment in the SPMU/DPMU/VPIC:

The firm should propose the main activities of the assignment, their content and duration, phasing and inter-relations, milestones (including interim approval by the MegLIFE), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach showing understanding of the TOR and ability to translate them in to a feasible working plan

# C. Key Professional Staff Qualifications & Competence for the assignment:

The Experience of the Firm in executing the similar assignment of Statutory Audit of External Aided Projects, Teams composition proposed for the assignment etc.

Date:

Place:

Signature of authorized person Full Name & Designation: Firm/Company's Seal

# Tech Form No-5 Turnover certificate on (CAs Letterhead)TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. (name of bidder's firm) is having registered office at (detailed office address). The turnover of the (name of proposer) for the last three financial year is as under

Sr. No.	Financial Year	Turnover in lakhs
2		
2		
3		
	Average Turnover	

Signature of the Chartered AccountantName of t	the Firm
------------------------------------------------	----------

Registration No. Date:

Place:

(Seal of the Chartered Accountant)

At.

## Tech Form- 6 Details of Key Experts Proposed

A. Details of Qualified Staff (Chartered Accountants)

(Please provide a self-attested copy of Certificate of ICAI as on date of advertisement for each qualified staff)

S. No.	Name of Staff	Length of Association with theFirm (in years)	Educational Qualifications	Area of Key Expertise	Relevant Experience
1					

# B. Details of Semi-qualified Staff (including Clerks etc.)

S. No.	Name of Staff	with	gth ociatio theFi years	rm	Educational Qualifications	Area of Expertise	Relevant Experience	Remarks
Semi Qualifie	d Staffs:							
1								
Clerks:								
1								

Date: Place:

Signature of authorized person

Full Name & Designation:

Company's Seal:

Tech Form no 7

<u>Details Of Structure & Composition of Team and Task Assignments – Deployed for Proposed Assignment</u>

The team will constitute of minimum 3 members with qualifications as below:

Name	Position/ Team Number	No's (Minimum)	Educatio nal Qualifica tion	Key Responsibility or Task Assigned	Relevant Experience and periodof association with thefirm	Number of Mandays estimated for task completion
Chartered Accountant	Team Leader	1				
Semi-Qualified (CA Inter)	Associate with CA	1				
Support Staff (Clerk)	Support to team	1				

1	Please attach	CTT	CTT	
1.	Please attach	CV	of Lean	1 Leader

Date: Place:

Signature of authorized person Full Name & Designation: Company's Seal:

John .

# Tech Form No-8 DECLARATION

(To be given on Rs.100 Non judicial Stamp Paper)

To

The Project Director MegLIFE, MBDA Shalom Building, 2nd Floor, Block-3 Lower Lachumiere, Shillong-793001

Ref:- i) NIT/ Tender No-----

#### Dear Sir,

- 1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
- 2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
- 3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge bearing consequences to of nonperformance or deficiencies in the services on our part.
- 4. We have no objection, if enquiries are made about the work listed by us.
- 5. We have not been under suspension/termination/banned/blacklisted in the preceding 3 years, till last date of submission of bid, by any PSU/Govt. Departments/PSU Banks/ JICA/ or any other organization where we have worked. Further, if any of the partners/directors of our organization /firm is blacklisted or having any criminal case against them, our bid/offer shall not be considered. At any later point of time, if this information is found to be false, MegLIFE, MBDA may terminate the assigned contract immediately.
- 6. We hereby declare that our firm & all the partners of the firm are complying with the Chartered Accountants Act, 1949, notification & guidelines issued by the ICAI from Time to time
- 7. We have not been found guilty by a court of law in India for fraud, dishonesty or moralturpitude.
- 8. We agree that the decision of MSRLM in selection of Bidders will be final and binding to us.

Date: Place:

Signature of authorized person Full Name & Designation: Company's Seal:

### **FIN FORM**

Item	Total Amount (in INR)
AUDIT FEE (inclusive of all	Both in Numeric and in Words
expenses)	and in words
	Rs/-
	(Rupees)

Breakup of the Audit Fee quoted above must be provided as per following format: -

Sr. No.	Particulars	Amount (in INR)

Taxes to be shown separately.

Date: Place:

> Signature of authorized person Full Name & Designation: Company's Seal:

A. A.