

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 01-07-2026 18:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 01-07-2026 18:30:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 180 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Jal Shakti |
| विभाग का नाम/Department Name | Department Of Drinking Water And Sanitation |
| संगठन का नाम/Organisation Name | National Institute Of Water And Sanitation (spm-niwas) |
| कार्यालय का नाम/Office Name | Kolkata |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | sourav.malakar16@gov.in |
| वस्तु श्रेणी /Item Category | Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report; CAG Empaneled Audit or CA Firm |
| अनुबंध अवधि /Contract Period | 1 Year(s) |
| इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required | Yes |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria,Certificate (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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |

बिड विवरण/Bid Details

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|--|-----------------------------|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| बिड का प्रकार/Type of Bid | Two Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes) | 70000 |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

| | |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

| | |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

एमएसई खरीद वरीयता/MSE Purchase Preference

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|---|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
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|---|----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
|---|----|

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. 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.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

| विवरण/ Specification | मूल्य/ Values |
|---------------------------------|---|
| कोर / Core | |
| Scope of Work | Review of Financial Statements , Financial Reporting Framework , Audit report |
| Type of Financial Audit Partner | CAG Empaneled Audit or CA Firm |

| विवरण/ Specification | मूल्य/ Values |
|---|---|
| Type of Financial Audit | Statutory Audit |
| Category of Work under Financial Audit | Audit of financial statements , Reliability of financial reporting , Compliance with law & regulations , Review system & processes , Bank Transactions , As per ATC |
| Type of Industries/Functions | Purchase & Procurement , Inventory & Store management , Human Resource & Payroll , Operational & Administrative , Fixed assets, depreciation and amortisation , Payables , Cash and Bank Balance , As per ATC |
| Frequency of Progress Report | Annual |
| MIS Reporting for Financial Audit support | Yes |
| Frequency of MIS reporting | As per ATC |
| State | NA |
| District | NA |
| एडऑन /Addon(s) | |
| Post Financial Audit Support | NA |

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

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| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | Quantity | अतिरिक्त आवश्यकता /Additional Requirement |
|---------------|---|---|-------------------------|---|
| 1 | SOURAV MALAKAR | 700104,Dr. Syama Prasad Mookerjee National Institute of Water and Sanitation, DH Road, Joka Kolkata -700104 West Bengal (Opposite Bharat Sevashram Sangha Hospital) | Project / Lumpsum Based | N/A |

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/**Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, 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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/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.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---

Tender document

for

Engagement of CAG Empanelled Statutory Auditor for audit of accounts at Dr. Syama Prasad Mookerjee National Institute of Water and Sanitation (SPM-NIWAS), Kolkata, West Bengal.

| | |
|--|---|
| Name of work | Engagement of CAG Empanelled Statutory Auditor for audit of accounts at Dr. Syama Prasad Mookerjee National Institute of Water and Sanitation (SPM-NIWAS), Kolkata, West Bengal |
| Date of issuance of bid document on GeM portal | As per GeM |
| Last date of bid submission | As per GeM |
| EMD | NIL |
| Minimum validity of tender offer | 180 days from the date of opening of the tender |
| Duration of contract | Initially for a period of one year which may further be extended on an annual basis for a maximum of next two years subject to satisfactory performance of the agency, its staff and further requirement of services by the Institute without escalation of cost. |
| For Queries | Queries, if any, may be sent in email: spm.niwas@gov.in |

Dr. Syama Prasad Mookerjee National Institute of Water and Sanitation
(Department of Drinking Water and Sanitation, Ministry of Jal Shakti, Government of India)

Diamond Harbor Road, Joka, Kolkata- 700 104

E-mail: spm.niwas@gov.in



Saha *Chatterjee*

Notice Inviting Tender through GeM

- i. Dr. Syama Prasad Mookerjee National Institute of Water and Sanitation (SPM NIWAS), Kolkata, an autonomous institution under the Department of Drinking Water and Sanitation, Ministry of Jal Shakti, Government of India.
- ii. SPM NIWAS is engaged in training, research, capacity building, consultancy, documentation and knowledge dissemination in the Water, Sanitation and Hygiene (WASH) sector. The Institute receives grants from the Government of India and undertakes various programmes and projects in furtherance of its mandate.
- iii. The Institute on behalf of Director & Head, SPM-NIWAS invites bids in two packet systems through GeM for **engagement of CAG Empanelled Statutory Auditor for conducting the Statutory Audit of the Institute for the Financial Year 2025-26 at Dr. Syama Prasad Mookerjee National Institute of Water and Sanitation (SPM-NIWAS), Kolkata, West Bengal** as per the details mentioned in the tender document.
- iv. The tender document is available on the website of GeM bid. Any corrigendum/addendum regarding this tender will be available in GeM bid.
- v. Incomplete/ambiguous and conditional bids will not be accepted and such bids are liable to be summarily rejected. In case of canvassing by any bidders at any stage, shall be liable to reject their tender.
- vi. The Director, SPM-NIWAS reserves the right to cancel the tender, amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director, SPM-NIWAS in this regard shall be final and binding.



(Dr. Tapan Saha)
Administrative Officer
SPM-NIWAS, Kolkata

Section 1: Scope of the Work

The objective of the assignment is to conduct the Statutory Audit of the annual accounts of SPM NIWAS and provide an independent opinion on the financial statements in accordance with applicable accounting standards, auditing standards and Government of India guidelines.

The Statutory Auditor (CA firm) shall undertake the following:

1.1. Audit of Annual Accounts

- a) Examination of the annual financial statements of SPM NIWAS.
- b) Verification of the Balance Sheet, Income and Expenditure Account, Receipts and Payments Account and Notes on Accounts.
- c) Verification of accounting records, books of accounts and supporting documents maintained by the Institute.
- d) Review of accounting policies and disclosures adopted by the Institute.

1.2. Government Grants and Project Accounts

- a) Examination of grants received from Government of India and other agencies.
- b) Verification of utilization of grants and compliance with grant conditions.
- c) Verification of Utilization Certificates, Statements of Expenditure and other financial statements relating to grants and projects.
- d) Review of accounting treatment of grants and project expenditures.

1.3. Statutory Compliance

- a) Verification of compliance relating to Income Tax, TDS, GST and other statutory requirements applicable to the Institute.
- b) Verification of statutory deductions and remittances.
- c) Review of statutory returns and records.

1.4. Assets and Liabilities

- a) Verification of Fixed Asset Register.
- b) Review of additions, deletions and depreciation of assets.
- c) Verification of advances, deposits, receivables, liabilities and provisions.
- d) Verification of balances and reconciliations wherever considered necessary.

1.5. Internal Financial Controls

- a) Review of accounting systems and internal financial controls.
- b) Identification of material weaknesses and deficiencies, if any.
- c) Suggestions for strengthening financial management systems and controls.



1.6. Audit Reports and Certification

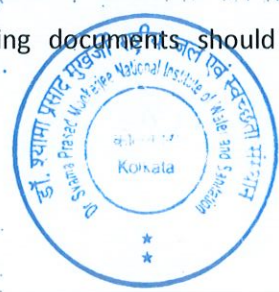
- a) Issuance of Statutory Audit Report.
- b) Issuance of Audit Certificate(s), wherever required.
- c) Submission of Management Letter highlighting significant observations and recommendations.
- d) Assistance in addressing audit-related queries raised by Government authorities, CAG or other agencies.

Section 2. Period of Engagement:

- 2.1. The engagement shall initially be for conducting the Statutory Audit of the accounts of SPM NIWAS for FY 2025-26.
- 2.2. Based on satisfactory performance and approval of the Competent Authority, the engagement may be renewed for FY 2026-27 and FY 2027-28.
- 2.3. The maximum tenure of engagement shall not exceed three financial years.
- 2.4. The annual professional fee quoted by the selected firm shall remain firm and fixed during the entire tenure of engagement, including any renewal period(s), and no escalation shall be admissible.

Section 3. Technical Eligibility Criteria:

- 3.1 The firm (CA Firm) shall be empanelled with the Comptroller and Auditor General (CAG) of India as on the date (till bid end date). Copy of CAG Empanelment Certificate as per **Annexure-II** should be submitted.
- 3.2 The firm shall possess a valid ICAI registration. Valid registration certificate should be submitted by the firm.
- 3.3 The firm shall have successfully completed at least three statutory audit assignments of Government Departments, Autonomous Bodies, Public Sector Undertakings or similar government organisations during the last five years, as CAG-empanelled Statutory Auditor. Bidder has to upload the copies of contracts/work orders executed with valid satisfactory work completion certificate/SDAC/Payment Certificate issued by the Competent Authority with the GeM bid in support of Past Experience of Similar Services. It should be noted that the only work orders/contract copy shall not be considered by the Institute as a proof of experience cum performance certificate.
- 3.4 Bidder must provide valid **PAN and GST certificate** with the bid.
- 3.5 The firm should not have been blacklisted or debarred by any Government Department, Autonomous Body or Public Sector Undertaking during the last five years. Bidder has to submit the self-undertaking.
- 3.6 The CA firm should have a registered Office in Kolkata, which should have been operational for minimum 3 (three) years from the bid end date. Bidder has to upload the appropriate document against the same with the GeM Bid.
- 3.7 Bidder should be Sole Proprietorship/ Partnership/LLP. Supporting documents should be uploaded with the GeM bid.



- 3.8 As per DoE, MoF OM dated 25.07.2017, MSEs and Start-ups registered with the relevant authorities may be exempted from EMD submission, subject to meeting the required capabilities. Valid MSME/UDYAM/DPIIT certificates must be uploaded with the bid to avail such exemptions. Micro, Small and Medium Enterprises (MSMEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD. MSME certificate should be submitted to avail this exemption. The MSME certificate should be in the same field. However, as per DoE OM No. F.20/2/2014-PPD (Pt) dated 20.09.2016, this tender service relates to security, civil, mechanical and electrical operation and maintenance and the Institute reserves the right to prefer bidders with prior experience and turnover rather than giving order to new entities.

(Note: all certificates except 3.8 are mandatory to enclose with the bid)

Section 4: EVALUATION AND SELECTION

- 4.1. Applications shall first be scrutinised to determine compliance with the prescribed eligibility criteria.
- 4.2. Only those firms meeting all eligibility criteria shall be considered for financial evaluation.
- 4.3. Financial quotations of eligible firms shall be compared.
- 4.4. The eligible firm quoting the lowest annual professional fee (L1) shall normally be recommended for engagement as per GeM Terms & Conditions.
- 4.5. SPM NIWAS reserves the right to seek clarification from any bidder during evaluation.
- 4.6. The decision of SPM NIWAS regarding eligibility, evaluation and selection shall be final and binding.

Section 5: DELIVERABLES

The selected Statutory Auditor shall submit:

- 5.1. Statutory Audit Report.
- 5.2. Audit Certificate(s), wherever required.
- 5.3. Management Letter containing audit observations and recommendations.
- 5.4. Any additional certificate, report or clarification required by SPM NIWAS in connection with the audit assignment.

Section 6: PERIOD OF COMPLETION

The work should be completed with 60 (sixty) days from the date of issue of work order to the eligible L1 bidder.



Section 7: PAYMENT TERMS

- 7.1. 100% Payment shall be released within 30 days after completion of the audit and submission of all required deliverables to the satisfaction of SPM NIWAS.
- 7.2. Applicable statutory deductions shall be made from the payment.

Section 8: CONFIDENTIALITY

The selected firm shall maintain strict confidentiality of all records, documents, information and data accessed during the course of the assignment and shall not disclose the same to any third party without prior written approval of SPM NIWAS.

Section 9: TERMINATION

SPM NIWAS reserves the right to terminate the engagement by giving one month's notice in case of unsatisfactory performance, breach of terms and conditions or for administrative reasons.

Section 10: GENERAL CONDITIONS

- 10.1. The assignment shall not be sub-contracted.
- 10.2. The selected firm shall deploy suitably qualified personnel for execution of the assignment.
- 10.3. SPM NIWAS reserves the right to accept or reject any or all applications without assigning any reason.
- 10.4. In case of any dispute, the decision of the Director, SPM NIWAS shall be final.

Section 11. Additional Terms and Conditions:

- 11.1 No payment will be made for the non-satisfactory performance/non-execution.
- 11.2 Any damage caused during maintenance shall be rectified at the bidder's cost.
- 4.4 The competent authority will have the right to reject the bid/cancel the tender process without assigning any reason.

Section-12

a) Law governing the Contract/ Dispute Resolution:

All disputes arising out of this contract shall be subject to the jurisdiction of Courts of Kolkata. However, no dispute shall be taken by either of the parties to the contract, to any court of law without first referring it to an Arbitrator, who will be appointed by the SPM-NIWAS.

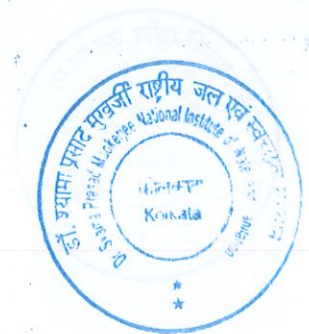
b) Force Majeure



War, invasion, revolution, riots, sabotage, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, act of God, epidemics, pandemic, fires, earthquakes, floods, explosives and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of firm/ agency and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. The firm/ agency shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

c) Indemnity:

That the contracting agency shall keep SPM-NIWAS indemnified against all claims whatsoever in respect of the Personnel deployed by the Agency to carry out work as stated in the tender document. In case any personnel of the agency engaged by it enter in dispute of any nature whatsoever, it shall be the primary responsibility of the Agency to contest/ defend the same. In case SPM-NIWAS is made party in such a dispute and required to contest the case, the firm shall bear all the expenses incurred by the SPM-NIWAS or be reimbursed to the SPM-NIWAS for the actual expenses incurred towards litigation including Counsel fee and other expenses which shall be payable in advance by the agency to SPM-NIWAS on demand. Further, the Agency shall ensure that no financial or any other liability comes on SPM-NIWAS in this respect of any nature whatsoever and shall keep SPM-NIWAS indemnified in this respect.



Annex-I

Proforma Experience cum Performance Certificate

| Sr. No. | Name of the Client with address | Description of Work | Value of Contract (Rs. in Lakhs) | Date of Issue of Work Order | Date of completion of contract | Copy of satisfactory performance certificate enclosed (Yes/ No) |
|---------|---------------------------------|---------------------|----------------------------------|-----------------------------|--------------------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Date:

Signature of Authorized Signatory

Name

Designation:

[Please affix rubber stamp]

Name of Bidder:



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Annex-II

DECLARATION
(To be printed on letterhead)

I/We hereby declare that:

1. The firm is empanelled with the Comptroller and Auditor General (CAG) of India.
2. The firm has not been blacklisted or debarred by any Government Department, Autonomous Body or Public Sector Undertaking.
3. Neither the firm nor any of its partners has been held guilty of professional misconduct by ICAI during the last five years.
4. The firm is not under liquidation, insolvency proceedings or similar legal disability.
5. All information furnished in the application and supporting documents is true and correct to the best of my/our knowledge and belief.
6. In the event any information furnished by us is found to be false or misleading, SPM NIWAS shall be at liberty to reject our application or terminate the engagement without notice.

Date:

Place:

Signature of Authorised Signatory

Seal of the Firm



Annex-III

Format for Certifying that Entity is not Blacklisted / barred

I M/s., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not barred or blacklisted by central government or any state government/ department/ bidder/ PSU in India from participating in Project/ either individually or as member of a Consortium as on _____.

2. We further confirm that we are aware that, our bids for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the short listing/ selection process dated this day of 20....

Name of the Bidder:

Signature of the Authorized Person

Name of the Authorized Person



[Handwritten signatures and marks in blue ink]