



NLU
M E G

NATIONAL LAW UNIVERSITY MEGHALAYA

No. NLUM/MDA/Accts/153/2023/113

Dated, 03rd February, 2025

NLU Meg invites request for proposals for engagement of Chartered Accountant Firm/ Individuals for the Financial Year 2025-26 at National Law University Meghalaya Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya.

Detailed Scope of Work, Documents and other Terms and Conditions are available at www.nlumeg.ac.in

The full set of documents must be submitted in a sealed envelope as detailed in the tender documents to the below address along with a Demand Draft of INR 2000/- payable to “National Law University of Meghalaya Shillong”.

#6909372781, email id- reg@nlumeg.ac.in , fao@nlumeg.ac.in

- Our Full address
 - O/o The Registrar, National Law University Meghalaya
Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya.

Important Dates:

- Last Date of Submission: **28th February, 2025 3:00 p.m**


Registrar

National Law University Meghalaya



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Dated, 03rd February, 2025

National Law University Meghalaya
Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya

**Request for Proposals for Engagement of Chartered Accountant Firm/Individual for the
Financial Year 2025-2026 at National Law University Meghalaya, Shillong 793014**

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1. Letter of Invitation

To Whom It May Concern

Subject: Invitation to submit proposals for Proposals for Engagement of Chartered Accountant Firm/Individual for the Financial Year 2025-2026

Dear Sir/Madam,

- The National Law University of Meghalaya (NLU Meg), Shillong-793014, Meghalaya, India invites your most competitive quotation for Proposals for Engagement of Chartered Accountant Firm/Individual for the Financial Year 2025-2026 (“Services”).
- More Details on the services are provided in the Section Scope of Work (Section 3)
- The firm will be selected based on Quality Cost Based Selection (QCBS) Procedures in a full technical and financial proposal as described in this TENDER DOCUMENT, in accordance with the Government of India’s Procurement Rules and Regulations.
- The firm will have to submit a single sealed package with the Label “**Submission of Proposals for Engagement of Chartered Accountant Firm/Individual for the Financial Year 2025-2026**” to the address mentioned below, containing two separate sealed envelopes labeled clearly **Technical Proposal** and **Financial Proposal**.
- The single sealed envelope should clearly indicate the firm/individual’s address and contact information.
- This Tender Document includes the below:
 - Scope of Work
 - Mandatory Criteria and Eligibility
 - Evaluation Criteria
 - Technical Proposal -Standard Format
 - Financial Proposal - Standard Format
- The full set of documents must be submitted in a sealed envelope as detailed in the tender documents to the below address along with a Demand Draft of INR 2000/- payable to “National Law University of Meghalaya Shillong” at Shillong at 3 pm of the 28th day of February,2025.
- Our Full address
 - O/o The Registrar, National Law University Meghalaya
Mayurbhanj Complex, Nongthymmai, Shillong 793014, Meghalaya.
+91-6909372781
email id- ar.procurement@nlumeg.ac.in / reg@nlumeg.ac.in

Sincerely

Registrar

National Law University Meghalaya

2. About the University

- a) National Law University of Meghalaya was established by the National Law University Meghalaya Act 2022 (No.LL(B)99/2011/Pt./270 Dt. 27/09/2022) which was published in the Gazette of Meghalaya Extra Ordinary Issue dated 27th September 2022.
- b) The University is currently functioning from its temporary campus located at Mayurbhanj Complex, Nongthymmai Shillong 793014.

3. Scope of Work

- a) NLU Meg invites proposals from registered Chartered Accountants firms/Individuals for the purpose as detailed in the below scope of work for the Financial Year 2025-26, in a single sealed envelope containing two separate sealed envelopes labeled "Technical" and "Financial" Proposals.
- b) Proposals shall be valid for 180 calendar days after the proposal submission deadline.
- c) Engagement of the contracted firm when selected subjected to the terms and conditions and other criteria as laid out in this tender document and the contract to be signed by the University and Bidder/service Provider will be for a period of 1 year which may be extended on mutually agreed terms and performance.
- d) The detailed scope of work is mentioned below: -

i. Accounting Services:

- i. To Arrange for vouching and data entry of all expenses and receipts of the University in the University Accounting Software/System and bank reconciliation on fortnightly basis and prepare a monthly report on the financial status of the University.
- ii. Routine financial scrutiny and vouching including extracting and endorsing the Trial balance up to finalization of accounts including Bank Reconciliation etc.
- iii. Preparation and finalization of accounts on Yearly basis.
- iv. Checking of Payroll Management in University Accounting Software/System, ensuring correctness of salary of employees on monthly basis.
- v. Preparing of Cash Books, ledger books, budget and financial statements, Stock and Asset registers etc.
- vi. Preparing daily vouchers, expense GL Codes, and challans for tax deposits.
- vii. Verification of the Invoices and payments before actual payment is made.
- viii. Guiding the University on all Accounting related matters.
- ix. NPS related matters

ii. TDS

- i. Calculation of TDS (for all employees) on a monthly basis and remittance of the same on monthly basis as per Income Tax Act 1961, as amended from time to time.
- ii. Preparation and Filing of TDS return for all employees on quarterly

basis.

- iii. Filing of quarterly TDS Returns (24Q & 26Q) on or before due date and ensuring that TDS is deducted and deposited under appropriate section
- iv. Generation and Issuance of TDS Challan, Certificates / Form 16 on an annual/quarterly/monthly basis on or before due date and ensuring that TDS is deducted and deposited under appropriate section.
- v. Revision and correction of TDS return as and when required.
- vi. Settlement of notices received from Income Tax Department for TDS related issues.
- vii. To Sign & generate Form 15CB & 15CA on need basis.
- viii. Filing of Annual Income Tax return of the University.

iii. GST

- i. Computation of GST liability and on a monthly basis and remittance of the same on a monthly basis as per Goods and Service Tax Act, as and when required.
- ii. Preparation/Generation and filing of GST challan, return on Monthly basis and issuance of GST TDS.
- iii. Filing of monthly GSTR-1 & 3B returns and amendments thereof with the concerned authorities and correction thereof (if any).
- iv. To advice on applicability of GST on various services rendered/services availed by the university
- v. Certificates to various vendors as per goods and service tax act.
- vi. Settlement of various notices received from Departments.
- vii. GST Related Matters such as Advice for proper accounting and maintenance of records and representing before GST authorities and providing clarifications and opinions on issues.

iv. Filing of Annual Income Tax Return of the University

- i. Prepare and file, within the prescribed timeline, all the applicable returns & forms applicable to ITRU as per the Income Tax Act & rules, including but not limited to Form 10, 10B, 10BD, 15CA, 15CB, 24Q, 26Q, 27Q, 56D, Income tax return, rectifications.

v. Other Tax and Finance Advisory related services.

- i. Prepare and file within the prescribed timeline all applicable returns & forms applicable to NLU Meg as per FCRA, BOCW Act, Direct and Indirect Tax Laws among others.
- ii. Prepare and file foreign remittances whenever need be. Offer advice related to foreign remittances and processes.
- iii. Prepare responses to various notices/questions/queries/letters received from the Tax authorities and appear as authorized representatives in assessments, scrutiny cases, or whenever required.

- iv. To provide certificates for Specific purposes as required by external entities pertaining to Tax matters.
- v. Assist in providing replies to auditors on matters related to taxation.
- vi. Prepare necessary documentation, including the grounds of appeal, filing of appeals, if required, against any adverse tax assessment orders or disputed tax matters against various tax authorities and represent the Institute before the appellate authorities.
- vii. Assist in registering the Institute in other relevant regulatory bodies, statutes, or authorities, if required.
- viii. Provide guidance on maintaining proper books of accounts, record-keeping, and adherence to accounting principles and policies specific to tax-related matters.
- ix. Communicate and assist in implementing necessary updates, including new sections/ rules/ amendments applicable to the Institute, ensuring timely adaptation and compliance to regulatory changes.
- x. Be available to participate and present during institute calls or meetings as required.
- xi. The consultant shall be required to depute at least one paid assistant (qualified/semi qualified) with thorough knowledge of Income Tax & GST for providing necessary assistance /guidance and support in maintaining various documents/reports as well as facilitating in preparation and filing of all returns (TDS and GST) as per applicable norms on requirement basis
- xii. Filing of professional tax return to the appropriate authority.
- xiii. The consultant should monitor the compliances and inform the university well before the due date for data required for compliances.
- xiv. To advise and to assist in all TDS/GST related issues.
- xv. Any work maybe add/modify or delete as maybe required by NLU Meg time to time during the audit.

vi. Internal Audit and advisory related Services

- i. Analytical review of system and procedures of all important activities / areas, conduct audit of the nature of management/internal audit to assess the effectiveness and efficiency in each such area.
- ii. Conduct the audit of systems and procedure to assess its effectiveness in the manner of efficiency-cum-performance audit.
- iii. Review of internal control systems and recommendations for additional check and balance wherever required.
- iv. Verification of the reconciliation of fees and other revenues with accounts records.
- v. Audit of all expenditures till its relevant booking in the accounts.
- vi. Certification of accounts of the University at the end of each financial year.
- vii. Assistance in replying to statutory audit memos and facilitation in getting the observation dropped.
- viii. Assurance and advisory service required by the University from time to time.
- ix. Please note that the Annual Accounts related work of the University is as under but not limited to:
 1. Preparation of Accounts on the Formats of Financial Statements for Central Higher Educational Institutions or as per required formats laid out in the Government of India, Government of Meghalaya, Act, Statutes, Rules and regulations that the university is governed by.
 2. Bank Reconciliation Statements.
 3. Scrutiny of Ledgers.
 4. Verification of correctness of the Trial Balance including the verification of opening ledger balances and suggesting reversal/year end entries wherever necessary.
 5. Verification of detailed schedule of interests received on FD Investments and calculations of accrued Interest.
 6. Compilation of grouping statements/schedules to the Balance Sheet, Income and Expenditure Statement and Receipts & Payment Accounts as per the prescribed format of CAG and as circulated by Ministry of Human Resource Development vide letter No.29-4/2012-IFD dated 17th April 2016 and certifying the Annual Accounts.
 7. Any other work needed for Accounts finalization.
- x. Audit related matters such as assisting and co-ordinate at the time of conduct of Audit i.e., Internal Audit, C&AG audit etc. Assisting in resolving audit paras (if any) during the course of audit.

4. Mandatory Criteria and Eligibility

#	Criteria	Documents Required
1	The firm/individual should be legally registered and preferably empaneled with C&G Office and ICAI.	Copies of registration, PAN, TAN, GST, Certificate of Practice, or any other relevant registrations etc. to be enclosed.
2	The firm should have experience of conducting Internal Audit and providing finance and tax related consultancy services and other related services in respect of Government Institutions, State and Central Universities in last 5 years.	<ul style="list-style-type: none"> • Details of assignments undertaken, etc. Relevant contracts or work orders to be enclosed such as Project Description including Scope of Services, contract value, etc; Client references, Project Completion Certificates and any relevant supporting document.
3	Firms should furnish solvency certificates from their authorized banks.	<ul style="list-style-type: none"> • Authorized Bank Solvency Certificate/Soundness Certificate from the authorized bank of the firm OR • Annual Financial Audited statements by a Chartered Accountant Firm of last three FY • Copies of GST Returns filed or any other professional returns that have been filed should and can also be attached. • Any other Relevant Supporting Documents
4	The firm should not have unsatisfactory track record resulting in adverse action/blacklisting of the firm, taken by Central/State Governments in India	Declaration on duly notarized non-judicial stamp paper
5	Conflict of Interest	Declaration on duly notarized non-judicial stamp paper

5. Evaluation Criteria

- a) Bidders' Technical proposals shall be evaluated in two parts. The Mandatory Criteria as per Section 4 above shall be the criteria that the bidders must meet.
- b) Technical Proposals of Bidders who do not meet the criteria in Section 4, shall not be further evaluated, and the proposal shall be rejected.
- c) Technical Proposal of Bidders, who meet the criteria in Section 4, shall be evaluated further using the scoring scheme for Technical Proposal as described below: -

#	Description	Maximum Points
1	Fulfilling Mandatory Criteria & Eligibility as per Section 4	30
2	Having experience in conducting Internal Audit and providing finance and tax related consultancy services and other related services in respect of Government Institutions, State and Central Universities in last 5 years (at least three projects)	40
3	Adequacy and quality of the proposed methodology, and work plan in responding to the Scope of Work (Section 3): <ul style="list-style-type: none"> • Approach towards scope and work: -10 • Work Plan – 10 • Staffing – 5 • Consultant should have its Head Office (not Local Office) in Shillong (Preference) - 5 	30
	Total for Selection Criteria	100
	The minimum technical score (St) required to pass is	75

- d) Following the completion of the evaluation of the Technical Proposals, the University will notify all Bidders of the location, date and time of the public opening of Financial Proposals.
- e) Any interested party who wishes to attend this public opening should contact the university and request to be notified of the location, date and time of the public opening of Financial Proposals.
- f) The request should be made before the deadline for submission of Proposals, stated above. Alternatively, a notice of the public opening of Financial Proposals may be published on the University's website, if available. In the event of the specified date of proposal opening being declared a holiday for the University, the proposals will be opened at the appointed time and location on the next working day.
- g) For the purpose of the evaluation, the University will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Bidder and which taxes are withheld and paid by the University wherever applicable.
- h) The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
 - a. **$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration**
- i) The weights given to the Technical (T) and Financial (P) Proposals are:
 - a. **T = 80%**
 - b. **P = 20%**

- j) Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: **$S = St \times T\% + Sf \times P\%$**

6. Technical & Financial Proposals – Standard Form

A. Tech 1: Technical Proposal Form

To: [Name and address of university]

Dear Sir/Madam:

We, the undersigned, offer to provide the for [Insert title of assignment] in accordance with your Tender Document dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope, along with a Demand Draft of INR 2000/- payable to “National Law University of Meghalaya Shillong” at Shillong attached to the Technical Proposal.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the University and the powers concerned.
- b) Our Proposal shall be valid and remain binding upon us until [insert day, month and year in accordance with Section 2.f.
- c) We have no conflict of interest.
- d) We meet the eligibility requirements as stated in Section 3, and we confirm our understanding of our obligation to abide by the government’s relevant policy in regard to Fraud and Corruption.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- f) We undertake to negotiate a Contract on the basis of the technical and financial proposal proposed by us and we accept that the substitution of personnel or deviation from services proposed and agreed for may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- h) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than an agreed upon date with the university but not greater than 30 days from contract signing.
- i) We understand that the University is not bound to accept any Proposal that the University receives, and the university can call for cancellation of the tender at any point of time during the tender period and after selection of bidder without giving any reasons whatsoever subject to the University’s decisions.

Yours Sincerely,

_____ (Signature of the Bidder’s Authorised
representative)

Full Name: _____

Title: _____

Name of the Bidder/Firm: _____

Address: _____

Phone/Fax: _____

Email id: _____

B. Tech 2 – Bidder/Service Providers Organisation and Experience

Form TECH-2: *a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should include the duration of the assignment, the contract amount and the Bidder's role/involvement.*

Bidder/Service Provider's Organisation: *Provide here a brief description of the background and organization of your company, and Include organizational chart (if available), a list of Board of Directors/Owners, and beneficial ownership.*

Bidder/Service Provider's Experience: *List only previous similar assignments successfully completed in the last [5] years. Experiences should be those assignments which are relevant to the defined scope of work and also where the bidder were legally contracted by a client in a format as below:-*

Duration	Assignment Name and Brief Description of Services provided	Name of Client and Country of Assignment	Approx Value in INR

C. Tech 3: Description Of Approach and Work Plan In Responding To The Proposed Scope of Work

Tech 3 *is a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for the assignment.*

Suggested structure for the Technical Proposal:

- a. **Approach towards scope and work:** *{Please explain your understanding of the objectives of the assignment as outlined in the **Scope of Work**; your approach you would adopt for implementing the tasks to deliver assignment. Please do not repeat/copy the Scope of Work in here.*
- b. **Work Plan:** *{Please outline the plan for the implementation of the main activities and services of the assignment, their content and duration, phasing and interrelations. This can include design and work plans for the landscape of the university and maintenance plans of the university as well}.*
- c. **Staffing:** *{Please describe the structure and composition of your team and administrative support staff for the employment and undertaking of the services and justification thereof for the same. If personnel are proposed in the services proposed by the bidder, then a breakup of personnel designation, person month remuneration rate, time input per personnel could also be included in the proposal in a detailed table.}*

D. Tech 4: Financial Proposal – Standard forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided.

FIN-1 Financial Proposal Submission Form

To: Name and Address of University

Dear Sirs:

We, the undersigned, offer to provide the financial proposal for [Insert title of assignment] in accordance with your Tender Document dated [Insert Date] and our Proposal.

Our attached Financial Proposal is for the amount of Rs. {Insert amount in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes

The estimated amount of local indirect taxes is Rs. {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN 2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in Section 2.f.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents, with amount and currency and purpose of the same:

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution”}

We understand that the University is not bound to accept any Proposal that the University receives, and the university can call for cancellation of the tender at any point of time during the tender period and after selection of bidder without giving any reasons whatsoever subject to the University’s decisions.

Yours Sincerely,

_____ (Signature of the Bidder’s Authorised representative)

Full Name: _____

Title: _____

Name of the Bidder/Firm: _____

Address: _____

Phone/Fax: _____

Email id: _____

FIN-2 Summary of Costs

Item	Costs
Total Cost of Services	IN INR:
Breakup of Services	
1. {Remuneration}* 2. {Reimbursables} 3. {.....} 4. {.....} 5. {.....} 6. {.....} 7. {.....}	
*Text in {} can be edited and added as applicable.	
Indirect Local Tax Estimates- to be discussed and finalized at negotiation stages if contract is awarded	
Total Estimate for GST	

If remuneration is added as a cost in finance proposal and if personnel are proposed in the services proposed by the bidder, then a breakup of personnel designation, person month remuneration rate, time input required as per the table below is required.

Remuneration Table				
#	Personnel Designation	Person Month remuneration rate	Time Input for the Personnel	Number of Personnel Required
1				
2				

7. General Terms and Conditions of the Tender

I. Definitions:

- a) "Contract" means a legally binding written agreement signed between the University and the Bidder/Service Provider and includes all the attached documents listed in this tender document and its appendices if any.
- b) "Day" means a calendar day, unless otherwise specified as "Business Day".
- c) "Government" means the government of the Government of Meghalaya unless specified as Government of India.
- d) "In writing" means communicated in written form with proof of receipt.
- e) "Proposal" means the Technical Proposal and the Financial Proposal of the Bidder/Service Provider.
- f) "Services" means the work to be performed by the Bidder pursuant to the Scope of services/work detailed in this tender document and the proposed services of the bidder subject to award and signing of the contract.

II. Conflict of Interest

- a) The Bidder/Service Provider is required to provide professional, objective, and impartial services, at all times holding the University's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- b) The Bidder/Service Provider has an obligation to disclose to the University any situation of actual or potential conflict that impacts its capacity to serve the best interest of this University. Failure to disclose such situations may lead to the disqualification of the Bidder/Service Provider or the termination of its Contract.
- c) Without limitation on the generality of the foregoing, the Bidder/Service Provider shall not be hired under the circumstances set forth below:
 - i. **Conflict between consulting activities and procurement of goods, works or non-consulting services:** a firm that has been engaged by the University to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
 - ii. **Relationship with the University's staff:** a Bidder/Service Provider that has a close business or family relationship with a professional staff of the University, or of any government entity related to the university who are directly or indirectly involved in any part of (i) the preparation for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the University throughout the selection process and the execution of the Contract

III. Unfair Competitive Advantage:

- a) Fairness and transparency in the selection process require that the Bidder/Service Providers or their Affiliates competing for the assignment do not derive a competitive advantage from having provided similar services related to the assignment in question. To that end, the University shall indicate in an official manner and make available to all Bidder/Service Providers together with this tender document all information that would in that respect

give such Bidder/Service Provider any unfair competitive advantage over competing Bidder/Service Providers.

IV. Fraud and Corruption

- a) Relevant Fraud and Corruption rules and regulations of the Government of Meghalaya and Government of India and vice versa

V. General Considerations

- a) In preparing the Proposal, the Bidder/Service Provider is expected to examine the tender document in detail. Material deficiencies in providing the information requested in the tender document may result in rejection of the Proposal.

VI. Cost of Preparation of Proposal

- a) The Bidder/Service Provider shall bear all costs associated with the preparation and submission of its Proposal, and the University shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The University is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder/Service Provider

VII. Language

- a) The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder/Service Provider and the University, shall be written in the English language.

VIII. Only One Proposal

- a) The Bidder/Service Provider shall submit only one Proposal in its own name. If a Bidder/Service Provider submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

IX. Proposal Validity

- a) The proposal shall remain valid until the date specified in Section 2.f or any extended date if amended by the University.
- b) During this period, the Bidder/Service Provider shall maintain its original Proposal without any change, including the availability of the proposed personnel (if any), the proposed rates and the total price.

X. Extension of Proposal Validity

- a) The University will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the University may request, in writing, all Bidder/Service Providers who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- b) The University will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the University may request, in writing, all Bidder/Service Providers who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- c) The Bidder/Service Provider has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

XI. Clarification and Amendment of Tender Document

- a) The Bidder/Service Provider may request clarification of any part of the tender document during the period before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the University's address indicated in the Tender Document. The University will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Bidder/Service Providers if required. Should the

University deem it necessary to amend the tender document as a result of clarification, it shall do so following the procedure described below:

- i. At any time before the proposal submission deadline, the University may amend the tender document by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Bidder/Service Providers or will be updated in the university website and will be binding on them. The Bidder/Service Providers shall acknowledge receipt of all amendments in writing.
 - ii. If the amendment is substantial, the University may extend the proposal submission deadline to give the Bidder/Service Providers reasonable time to take an amendment into account in their Proposals.
- b) The Bidder/Service Provider may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

XII. Technical and Financial Proposal Format and Content

- a) The technical and proposals of the bidders shall be prepared using the standard format provided in this Tender Document.
- b) The bidder can add more sections/appendices to his/her proposal documents as he/she may deemed appropriate and fit as per his expertise, but the main format of the submitted proposal should be followed as provided in this document.

XIII. Taxes:

- a) The Bidder/Service Provider and its Sub-Bidder/Service Providers and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise.

XIV. Submission, Sealing, and Marking of Proposals

- a) The Bidder/Service Provider shall submit a signed and complete Proposal comprising the documents and forms.
- b) An authorized representative of the Bidder/Service Provider shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- c) Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- d) The original copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL" and similarly for the financial proposal marked "FINANCIAL PROPOSAL".
- e) The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the University and bear the submission address, tender reference number, the name of the assignment, the Bidder/Service provider's name and the address.
- f) If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

XV. Confidentiality

- a) From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the bidders who submitted the Proposals or to any other party not officially concerned with the process, until

the Notification of Intention to Award the Contract. Exceptions to this clause are where the University notifies Consultants of the results of the evaluation of the Technical Proposals.

- b) Any attempt by Bidders or anyone on behalf of the Bidders to influence improperly the University in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the applications rejection.
- c) Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the University on any matter related to the selection process, it shall do so only in writing.

XVI. Quality and Cost-Based Selection (QCBS)

- a) In the case of QCBS, the total score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions prescribed in Section 4: Evaluation Criteria of this tender document. The Bidder with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

XVII. Relaxation of Criteria/Decision of the Relevant Authorities

- a) Subject to the recommendations of the University and the relevant authorities thereof, the university reserves the right to reject the most advantageous proposal and go for the next advantageous proposal or vice versa as per the discretion and decision of the University and any committee under it or relevant authorities thereof and this decision is final.
- b) The University and the relevant authorities thereof, deserves the right to relax any of the selection criteria as mentioned in this tender document for suitable bidders and/or local bidders and this decision is final and rests with the university.
- c) Preference will be given to local bidders/agencies/suppliers and vendors.

XVIII. Performance Guarantee

- a) The successful selected bidder shall furnish a Performance Guarantee in the form of a Bank Guarantee from a Nationalized/Scheduled Bank, or Demand Draft, for a sum equivalent to 5% of the contract value. This Performance Guarantee shall be submitted within 15 days of the receipt of the Letter of Acceptance of the bid.
- b) The Performance Guarantee shall be valid for a period equivalent to the contract period and 60 days beyond the date of completion of all contractual obligations, including warranty obligations, if any.
- c) The University reserves the right to encash and appropriate the proceeds of the Performance Guarantee in the event of bidder's failure to complete the contractual obligations or in case of any breach of the terms and conditions of the contract.
- d) The decision of the University regarding the amount to be forfeited from the Performance Guarantee shall be final and binding on the bidder.
- e) The Performance Guarantee will be released by the University after the completion of all contractual obligations by the bidder, including any warranty obligations, to the satisfaction of the contracting authority.
- f) No interest will be payable on the Performance Guarantee by the University.

XIX. Contact Address

- a) O/o The Registrar, National Law University Meghalaya Mayurbhanj Complex,

Nongthymmai, Shillong 793014, Meghalaya. #6909372781, email id-
ar.procurement@nlumeg.ac.in , reg@nlumeg.ac.in