NOTICE INVITING TENDERS



ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)

Two-Bid QCBS System e -TENDER

On behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna), invites electronic online bids (e-Tender) through website of AIIMS, Patna www.aiimspatna.org (for ref. only) and CPPP web site https://eprocure.gov.in/eprocure/app under Quality and Cost Based Selection Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies "For Empanelment of Chartered Accountants for:-

- 1. Concurrent Audit of Hospital Supply System at AIIMS Patna.
- 2. Completion and finalization of various accounts and Internal Audit of the Institute." Manual bids shall not be accepted.

AIIMS, Patna request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal https://eprocure.gov.in/eprocure/app.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening, failing which the bid shall be liable for rejection.

For & on behalf of Director, AIIMS, Patna Faculty in Charge Procurement Cell

- 1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound Companies/Firms/Agencies
 - "For empanelment of Chartered Accountants for:-
 - a) Concurrent Audit of Hospital Supply System at AIIMS Patna
 - b) Completion and finalization of various accounts and Internal Audit of the Institute."
- 2. Manual bids shall not be accepted. The Bidder submit bids all the documents only Online.
- **3.** Tender documents may be view and downloaded from the website of AIIMS, Patna www.aiimspatna.org (for reference only) and Central Public Procurement Portal https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as Point No. 6 of NIT.
- **4.** The bid is to be submitted online only on https://eprocure.gov.in/eprocure/app up to the last date and time of submission of bids.
- **5.** Type of Tender: Open Tender –**QCBS Two Bid System**.
- **6.** <u>Critical Date sheet</u>:

S. No	Particulars	Date & Time
I.	Published Date	19.07.2021 14:0
II.	Bid Document Download / Sale Start Date	19.07.2021 14:05
III.	Seek Clarification Start Date	20.07.2021 10:00
IV.	Seek Clarification End Date	22.07.2021 12:00
V.	Bid Submission Start Date	27.07.2021 12:00
VI.	Bid Document Download / Sale End Date	09.08.2021 12:00
VII.	Bid Submission End Date	09.08.2021 12:00
VIII.	Bid Opening Date	10.08.2021 12:00
IX.	Price Bid Opening Date & Time Cover-II	Date & time to be intimated later

7. Bid Submission:

Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderer/Contractor are advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 7.1 Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 7.2 Tenderer who has downloaded the tender from the website of AIIMS, Patna www.aiimspatna.org and Central Public Procurement Portal https://eprocure.gov.in/eprocure/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

- 7.3 Intending tenderers are advised to visit again AIIMS, Patna web site www.aiimspatna.org and CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
- 7.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost & EMD Payment: Tender Fee/Cost & Earnest Money Deposit is to be deposited electronically by RTGS/NEFT in the account of AIIMS Patna at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

BANK Details for EMD Payment through NEFT/RTGS: Bank Name – Bank of India, IFS CODE: BKID0005793 Account No: 579310110002528

- 7.5 Tender Fee Rs. 1500/- and EMD Value Rs.100000/-
- 7.6 Period of Bid Validity Days: -270 days from the date of bid opening.
- 7.7 Duration for Completion of Supply: As per tender document.
- 7.8 All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
- 7.9 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
- 7.10 AIIMS Patna reserve the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.

8. Submission of Tender

- 8.1. The tender shall be submitted online in two part, viz., technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- 8.2. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8.3. Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.

- (i) Signed and scanned copy of Checklist for Bid security "Annexure –IV"
- (ii) Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form "Annexure-I".
- (iii) Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).
- (iv) Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.
- (v) Copy of resolution for authorised signatory to sign the bid along with name and designation as per **Annexure –VI.**

- (vi) Latest Firm Registration Certificate issued by the ICAI.
- (vii) Complete Postal address of the Head of Office.
- (viii) Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.
- (ix) Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 75 lakh in each of 3 years reckoned backwards up to 31st March 2021) as per **Annexure II.**
- (x) Signed and scanned copy of performance certificate showing that at least 5 Audit assignment of Internal / Statutory Audit of Corporates /PSU entities / Govt funded Hospitals (Except Bank Branch audit) with minimum of 600 beds in last 5 years reckoned backward from the last date of the tender.
- (xi) Registration Certificate issued by the Comptroller and Auditor General of India for the Financial Year 2020-21, which should be valid for the period of contract with AIIMS Patna.
- (xii) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. (Annexure -VII)
- (xiii) Signed and scanned copy of the date of establishment as per ICAI constitution certificate can also be used.
- (xiv) Signed and scanned copy of User List where Audit has been done in the last 5 years.
- (xv) Signed & scanned copy of Certificate of experience (Annexure -VIII).
 - a. The Firm should have at least two work order of handling accounting and financial management services which can also be of health sector/ societies/ organisations related to the health of 600 bedded hospital substantially funded by government in last 5 years.
 - b. The Firm should have executed at least 10 audit assignments of Internal / Statutory Audit of Corporate / PSUs entities (except Bank Branch Audit) in last 5 years.
 - c. The firm should possess professional experiences of maintaining computerised financial accounts on TALLY software or any Govt. approved software of 600 bedded hospital substantially funded by government in last 5 years.
- (xvi) The Firm's should have at least 5 partners out of them at least 2 partners should be DISA (Diploma in Information System Audit) qualified.
- (xvii) Having experience in Internal audit of purchase and sale drugs and consumables, reagents/ or any fast moving stores with a minimum sales turn over at least INR 1 crores per annum in any one years of the three financial years reckoned backwards on 2020-21.
- (xviii) Generation of income tax TDS certificate in form 16 with a minimum 500 employees in any out of the three financial years reckoned backwards on 2020-21.
- (xix) Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.
- (xx) Bank Guarantee Form For Performance Security as per Annexure -IX
- (xxi) Indemnity Bond as per Annexure -X
- (xxii) Signed & scanned copy of Mandate form. (Annexure -XI)
- (xxiii) Signed and scanned Copy of Integrity Pact as per. (Annexure -XIV)
- (xxiv) Signed & Scanned Copy of check list of the document submitted along with the page numbers (Annexure -V).
- (xxv) Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.
- (xxvi) Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.
- (xxvii) Undertaking for restriction on procurement from a bidder of a country which share a land border with India. (Annexure-XV)
- (xxviii) Any other documents.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

9. PRICE BID

Schedule of price bid in the form of BOQ_XXXX .xls

1) The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

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TENDER ENQUIRY DOCUMENT (QCBS Two-Bid System e -TENDER)

AIIMSP/2020-21/Admin/CA/24307
QCBS Two-Bid System e –TENDER

ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)



Tender No. AIIMSP/2020-21/Admin/CA/24307

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Instructions for Online Bid Submission

The Director, AIIMS Patna, invites electronic online bids (e-Tender) through website of AIIMS, Patna www.aiimspatna.org (for ref. only) and CPPP web site https://eprocure.gov.in/eprocure/app under Two Bid Quality and Cost Based Selection system (Part I:Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Companies/Firms/Agencies "For Empanelment of Chartered Accountants for:-

- 1. Concurrent Audit of Hospital Supply System at AIIMS Patna.
- 2. Completion and finalization of various accounts and Internal Audit of the Institute."

More information useful for submitting online bids on the CPP Portal may be obtained at https://eprocure.gov.in/eprocure/app

1. REGISTRATION

- 1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- 3.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- 3.4 Any query / Clarification / objection / suggestion related to the Tender will be entertained only through the CPP Portal Query Section. Any query / Clarification / objection / suggestion received through any other medium like Email, Fax or Letter will not be entertained under any circumstances.

4. CORRIGENDUM

- 4.1 Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- 4.2 Corrigendum will be notified through https://eprocure.gov.in/eprocure/app and Website of AIIMS Patna.

5. **SUBMISSION OF BIDS**:

- 5.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6 All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 5.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 5.8 The uploaded tender documents become readable only after the tender opening authorized bid openers.
- 5.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.
- 6.3 Any query / Clarification / objection / suggestion related to the Tender will be entertained only through the CPP Portal Query Section. Any query / Clarification / objection / suggestion received

through any other medium like Email, Fax or Letter will not be entertained under any circumstances.

7. Guideline for submission of bid:

• Technical Bid:

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

No. of Audit Assignment of Internal / Statutory Audit of Corporation / PSU entities/ health sector/ societies/ organisations related to the health in last 5 (five) years (except bank) Up to 10 Assignments 10 Marks 1 (One) point each for every, Assignment, exceeding 10 Assignments."

8. Price Bid / Financial Bid:

Schedule of price bid in the form of BOQ_XXXX .xls

a. The below mentioned Financial Proposal/Commercial bid format is provided as BOO XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised download this to BOQ XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

Note: Instructions related to column 11 of BoQ related to "Currency Convertion against each Item". Select "Full Conversion" in case the Bidder wants to Quote Goods in INR only. Select "Partial Conversion" in case the Bidder wants to Quote Goods in Foreign currency OR in both foreign currency and INR. It is mandatory to Quote "Turnkey" and "CAMC" in INR only.

If Quoted Currency is not in Foreign Currency, Column No. 13 can't be blank, it is mandatory to fill 0.00 at least. If the bidder give any item(s) free of cost then it is mandatory to fill 0.00 at least.

9. ELIGIBILITY CRITERIA

• Documents for Establishing Bidder's Eligibility

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of Checklist for Bid security "Annexure –IV"
- (ii) Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form "Annexure-I".
- (iii) Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).
- (iv) Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.
- (v) Copy of resolution for authorised signatory to sign the bid along with name and designation as per **Annexure –VI.**
- (vi) Latest Firm Registration Certificate issued by the ICAI.
- (vii) Complete Postal address of the Head of Office.
- (viii) Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.

- (ix) Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 75 lakh in each of 3 years reckoned backwards up to 31st March 2021) as per Annexure II.
- (x) Signed and scanned copy of performance certificate showing that at least 5 Audit assignment of Internal / Statutory Audit of Corporates /PSU entities / Govt funded Hospitals (Except Bank Branch audit) with minimum of 600 beds in last 5 years reckoned backward from the last date of the tender.
- (xi) Registration Certificate issued by the Comptroller and Auditor General of India for the Financial Year 2020-21, which should be valid for the period of contract with AIIMS Patna.
- (xii) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. (Annexure -VII)
- (xiii) Signed and scanned copy of the date of establishment as per ICAI constitution certificate can also be used.
- (xiv) Signed and scanned copy of User List where Audit has been done in the last 5 years.
- (xv) Signed & scanned copy of Certificate of experience (Annexure -VIII).
 - a. The Firm should have at least two work order of handling accounting and financial management services which can also be of health sector/ societies/ organisations related to the health of 600 bedded hospital substantially funded by government in last 5 years.
 - b. The Firm should have executed at least 10 audit assignments of Internal / Statutory Audit of Corporate / PSUs entities (except Bank Branch Audit) in last 5 years.
 - c. The firm should possess professional experiences of maintaining computerised financial accounts on TALLY software or any Govt. approved software of 600 bedded hospital substantially funded by government in last 5 years.
- (xvi) The Firm's should have at least 5 partners out of them at least 2 partners should be DISA (Diploma in Information System Audit) qualified.
- (xvii) Having experience in Internal audit of purchase and sale drugs and consumables, reagents/ or any fast moving stores with a minimum sales turn over at least INR 1 crores per annum in any one years of the three financial years reckoned backwards on 2020-21.
- (xviii) Generation of income tax TDS certificate in form 16 with a minimum 500 employees in any out of the three financial years reckoned backwards on 2020-21.
- (xix) Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.
 - (xx) Bank Guarantee Form For Performance Security as per Annexure -IX
- (xxi) Indemnity Bond as per **Annexure -X**
- (xxii) Signed & scanned copy of Mandate form. (Annexure -XI)
- (xxiii) Signed and scanned Copy of Integrity Pact as per. (Annexure -XIV)
- (xxiv) Signed & Scanned Copy of check list of the document submitted along with the page numbers (Annexure -V).
- (xxv) Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.
- (xxvi) Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.
- (xxvii) Undertaking for restriction on procurement from a bidder of a country which share a land border with India. (Annexure-XV)
- (xxviii) Any other documents.

10. GENERAL INSTRUCTIONS TO BIDDERS (GIB)

TENDER NOTICE EMPANELMENT OF CHARTERED ACCOUNTANT

E-Tenders / bids in two parts (Technical Bid and Financial Bid) are invited by All India Institute of Medical Science (AIIMS), Patna For empanelment of Chartered Accountants for:-

- (i) Concurrent Audit of Hospital Supply System at AIIMS Patna
- (ii) Completion and finalization of various accounts and Internal Audit of the Institute.

11. Critical Date sheet:

S.No	Particulars	Date & Time
I.	Published Date	19.07.2021 14:10
II.	Bid Document Download / Sale Start	19.07.2021 14:15
11.	Date	19.07.2021 14.13
III.	Seek Clarification Start Date	20.07.2021 10:00
IV.	Seek Clarification End Date	22.07.2021 12:00
V.	Bid Submission Start Date	27.07.2021 12:00
VI.	Bid Document Download / Sale End Date	09.08.2021 12:00
VII.	Bid Submission End Date	09.08.2021 12:00
VIII.	Bid Opening Date	10.08.2021 12:00
IX.	Price Bid Opening Date & Time Cover-II	Date & time to be intimated
		later

12. Submission of E-Tender

- (1) The bid along with the necessary document should be uploaded https://eprocure.gov.in/eprocure/app Portal as per guidelines mentioned in the portal. Tender have to be submitted only online at https://eprocure.gov.in/eprocure/app in two bid system (i) Technical bid (ii) Financial bid in the prescribed pro-forma. All the documents in support of eligibility criterial are also to be scanned and uploaded along with the tender document. Tender sent in any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender document.
- (2) The AIIMS reserves the right to amend or withdraw any of the terms & conditions contained in the Tender Document or to reject any or all the tender without assigning any reason. The decision of the Director of AIIMS in this regard shall be final and binding on all.
- (3) All tender forms duly filled along with tender fee INR 1500 (Non-Refundable) should be deposited in the account of AIIMS. The details of accounts is as under:-

Bank Name – Bank of India, IFS CODE: BKID0005793 Account No: 579310110002528

The copy of UTR should be uploaded with technical bid, no tender fee will be accepted offline. Incomplete tender in any respect shall be summarily rejected.

13. EARNEST MONEY (EMD)

I. Earnest money deposit of Rs.1,00,000/- (Rs. One Lakh only) should be paid online through RTGS/NEFT. The details of RTGS/NEFT is as under:-

Bank Name – Bank of India, IFS CODE: BKID0005793 Account No: 579310110002528

- II. The proof of EMD should be uploaded with technical Bid or the tender. The earnest money will be refunded to unsuccessful bidders within 3 months of finalization of tender. The earnest money may be returned back to the Successful Tenderer, after receipt of Security Deposit before signing of Agreement.
- III. EMD in any other format is not acceptable.

14. <u>SECTION - I</u>

- bid **1.** The along with necessary document should uploaded the be in https://eprocure.gov.in/eprocure/app Portal as per guidelines mentioned in the portal. Tender have to be submitted only online at https://eprocure.gov.in/eprocure/app in two bid system (i) Technical bid (ii) Financial bid in the prescribed pro-forma. All the documents in support of eligibility criteria are also to be scanned and uploaded along with the tender document. Tender sent in any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender document.
- 2. The AIIMS reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tender without assigning any reason. The decision of the Director of AIIMS in this regard shall be final and binding on all.
- 3. The bid is non-transferable.
- 4. The bidder should be registered as a Society, Firm or Company or Partnership.
- 5. The bidder submitting their bid would be deemed to have read and accept all the terms & conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the bid.
- 6. In case of a proprietorship firm, only Proprietor will sign the bid document. In case of Partnership firm, authorized partner of the firm shall sign the bid document and attested copy of authorization of such partner shall be uploaded with bid. In case of a company bid documents shall be affixed with the seal of the company and signed by such person/persons as may be authorized by the Articles of Association of the company and or a resolution of the Board of Directors thereof to sign for and on behalf of the company and duly attested copy of the resolution shall be uploaded with the bid. The cancellation of any document such as power of attorney, partnership deed etc. shall immediately be communicated by the bidder to the Institute in the writing, failing which the Institute shall have no responsibility or liability of any action, taken on the strength of the said documents.
- 7. Only proprietor will sign the Agreement in case of Award of work to a Proprietary Firm. However in case of Partnership Firm only legally authorised person will sign the Agreement.
- 8. The schedule of rate(s)/fee must be carefully and properly filled. All rates/fee should be mentioned in Words as well as in figures. Please note NO correction and alteration in the financial bid will be allowed. In case of difference, rate / fee mentioned in words will be taken into account for decision making.
- 9. Subletting of contract, wholly or partially, in any form is strictly prohibited and would entail termination of contract with forfeiture of security deposit and imposition of penalty and such other action as may be deemed essential in the sole discretion of the Director, AIIMS.
- 10. All the pages of the bid and supporting document, annexure/enclosure etc. must be numbered serially, signed and stamped by the bidder and mention the total no of pages on the Technical bid form at Part-A.

- 11. Only those bidders who successfully qualify in the Technical Bid will be allowed to participate in the bidding process.
- 12. The employees of AIIMS or their family members shall not be eligible to participate in the bid process. For the purpose of this clause family member means only dependent Parents, Sons, Daughters, Sisters and Spouse.
- 13. All letters/email posted/sent to the successful bidder on the address given in the bid will be considered to have been delivered. Accordingly, Prospective bidder are advised to write their full & correct postal address.
- 14. The Institute reserves its right to reject any or all bids received at any point of time without assigning any reason in lieu thereof.
- 15. In the event of withdrawal by abider before the expiry of validity of offer, Institute shall have right to forfeit the Earnest Money Deposit (EMD).
- 16. The Institute reserves the right to seek clarifications on any documents or any information provided by the bidder at the stage of technical evaluation. However no additional certificate/document shall be entertained. The Clarifications shall be provided by the bidder at that stage in the affidavit format.

15. SECTION – II

Instruction for Technical & Financial Bid

I. <u>Instruction for Technical Bid</u>

The bidder shall upload the valid document, certificates and affidavit as listed below with the Technical Bid shall specify the page no., failing which bid will be summarily rejected:-

- (i) Signed and scanned copy of Checklist for Bid security "Annexure –IV"
- (ii) Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form "Annexure-I".
- (iii) Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).
- (iv) Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.
- (v) Copy of resolution for authorised signatory to sign the bid along with name and designation as per **Annexure –VI.**
- (vi) Latest Firm Registration Certificate issued by the ICAI.
- (vii) Complete Postal address of the Head of Office.
- (viii) Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.
- (ix) Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 75 lakh in each of 3 years reckoned backwards up to 31st March 2021) as per **Annexure II.**
- (x) Signed and scanned copy of performance certificate showing that at least 5 Audit assignment of Internal / Statutory Audit of Corporates /PSU entities / Govt funded Hospitals (Except Bank Branch audit) with minimum of 600 beds in last 5 years reckoned backward from the last date of the tender.
- (xi) Registration Certificate issued by the Comptroller and Auditor General of India for the Financial Year 2020-21, which should be valid for the period of contract with AIIMS Patna.
- (xii) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. (Annexure -VII)
- (xiii) Signed and scanned copy of the date of establishment as per ICAI constitution certificate can also be used.
- (xiv) Signed and scanned copy of User List where Audit has been done in the last 5 years.
- (xv) Signed & scanned copy of Certificate of experience (Annexure -VIII).

- a. The Firm should have at least two work order of handling accounting and financial management services which can also be of health sector/ societies/ organisations related to the health of 600 bedded hospital substantially funded by government in last 5 years.
- b. The Firm should have executed at least 10 audit assignments of Internal / Statutory Audit of Corporate / PSUs entities (except Bank Branch Audit) in last 5 years.
- c. The firm should possess professional experiences of maintaining computerised financial accounts on TALLY software or any Govt. approved software of 600 bedded hospital substantially funded by government in last 5 years.
- (xvi) The Firm's should have at least 5 partners out of them at least 2 partners should be DISA (Diploma in Information System Audit) qualified.
- (xvii) Having experience in Internal audit of purchase and sale drugs and consumables, reagents/ or any fast moving stores with a minimum sales turn over at least INR 1 crores per annum in any one years of the three financial years reckoned backwards on 2020-21.
- (xviii) Generation of income tax TDS certificate in form 16 with a minimum 500 employees in any out of the three financial years reckoned backwards on 2020-21.
- (xix) Signed and scanned copy of Self declaration that the Bidder does not have any relation with the person authorized for Technical Evaluation of the Tender, or involved in finalizing the Tender.
 - (xx) Bank Guarantee Form For Performance Security as per Annexure -IX
- (xxi) Indemnity Bond as per Annexure -X
- (xxii) Signed & scanned copy of Mandate form. (Annexure -XI)
- (xxiii) Signed and scanned Copy of Integrity Pact as per. (Annexure -XIV)
- (xxiv) Signed & Scanned Copy of check list of the document submitted along with the page numbers (Annexure -V).
- (xxv) Signed, Stamped and Scanned copies of Tender document and addenda/ corrigenda.
- (xxvi) Technical proposal -A technical document giving details of the methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.
- (xxvii) Undertaking for restriction on procurement from a bidder of a country which share a land border with India. (Annexure-XV)
- (xxviii) Any other documents.

2. **Instruction for Financial Bid**

The bidder shall complete bid as per the point given below and shall upload all the below mentioned documents / certificates with financial bid, failing which bid shall summarily be rejected:-

- (a) The bidder must quote in figure as well as in words the amount offered and in the event of any discrepancies, the amount quoted in the word would be taken to be the offered amount.
- (b) The bidder should ensure that the rates are written in such a way that no blank space is there.
- (c) Bidder must clearly specify the GST to be paid extra, failing which price will be taken as basic price excluding GST. GST will not be considered for deciding L-1.
- (d) Rates and Tender will be finalized on the basis of criteria as laid down in Section-VI.

3. Bid shall be rejected if

- (a) Bidder fails to upload the scanned copy of the tender fee.
- (b) Bidder fails to upload the scanned copy of EMD.
- (c) Bidder fails to upload the document, certificates and affidavit, as listed in the point mentioned in the point no.1 and 2 of Section II.
- (d) Authenticity of any of the supporting document found to be fabricated.
- (e) Bid sent through courier service or deposited by hand.

- (f) Bidder tries to influence any official of the Institute, in any manner whatsoever.
- (g) Bid is found to be incomplete in any respect.
- (h) Bid is found to be conditional.
- (i) Any affidavit / declaration / certification is found to be false or untrue or incorrect or forged or deceitful at any point of time.

16. SECTION – III

- **16.1.**Only Proprietor will sign the Agreement in case of Award of work to a Proprietor Firm. However in case of partnership / company only legally authorized person will sign the Agreement.
- **16.2.** The successful bidder has to maintain a current / saving bank account with any branch of a nationalised bank and intimate the A/c No. to the Institute within a week of award of tender

16.3. The successful bidder deliverables

- a. The successful bidder shall provide the service in the designated area during such time in the day as may be specified for that particular area for time to time.
- b. The service shall be provided only through qualified and experienced personnel for particular service.
- c. The successful bidder will issue the identity card to the manpower deployed with name and address of the manpower and employer bidders name printed on the card. Under no circumstances should such identity card carry the name of the Institute, or its logo, in any form.
- d. All manpower deployed for the services shall wear such dress as may be specified by the Institute from time to time.
- e. The successful bidder shall ensure that there is no disruption of services because of absenteeism of human resource. The successful bidder must have an alternative backup plan for continued availability of human resource to ensure that there is no disruption to the services.
- f. Before deployment of any Manpower the successful bidder shall upload email to the Institute:-
 - (i) Copy of letter of appointment issued to the deployed manpower carrying the signature of the incumbent.
 - (ii) An undertaking from the deployed manpower to the effect that he / she would not claim any right to be an employee of the Institute on the basis of his deployment at AIIMS Patna under the terms of contract.
 - (iii) Not a relative of any of those in Administration of AIIMS Patna is involved in activity where the audit is done as per the scope of work.
 - (iv) Get health check-up done every six months and submit report thereof.
 - (v) Get police verification of the personnel deployed every year and submit report thereof.
- g. <u>Performance indicator</u>: Performance of the contract would be judged as on overall basic, inter alia taking the following parameters into consideration:-
 - I. Quality of the report submitted, which are usable and actionable.
 - II. Improvement in the System and process in use that is suggested and implementable
 - III. The Attendance and punctuality of personal deployed to provide Services.
 - IV. Status and quality of task performed.
 - V. Number of breakdowns in the Services.

- VI. Undesirable action observed which may cause or may have caused financial and reputation loss to the Institute.
- VII. General opinion / general assessment by any faculty / department / community, constitute for the purpose of monitoring.
- VIII. Interpersonal and behavioural problems observed.
 - IX. Complaint received.

16.4.RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:

- 1. The successful bidder will have to provide two set of manpower, one for Concurrent Audit, and the other for Completion and finalization of various accounts and Internal Audit of the Institute. These two set will be entirely separate, and will also report separately. The personnel involved will be mutually exclusive, and any movement of personnel / their responsibility from one designated work to the other will not be allowed under any circumstances. The list of manpower with their qualification to be deployed should be given in the technical document regarding discharge of work. The manpower will have to attend office at AIIMS Patna on daily basis on each working day.
- 2. The successful bidder will have to bring his own computers, printers and all stationaries for the discharge of the work. He will be allotted a room and chair tables, and access to online facility so required for the discharge of the work, and as needed.
- 3. The successful bidder shall provide all the services as provided in Section IV. The successful bidder shall provide such services on all working days and even on holidays, if so required even on holidays.
- 4. Apart from providing the aforesaid services, as and when call for, the successful bidder shall discharge any duty, which in the opinion of the institute are within the scope of work of the successful bidder, and the successful bidder shall carryout the duty with diligence and care.
- 5. The successful bidder shall provide speedy and competent services as per the performance benchmark and shall also deploy the required number of personal to this effect.
- 6. The manpower deployed by the successful bidder for carrying out the services under the terms of the contract shall be employees of the successful bidder. No relationship of master and servant is created between the deployed manpower and the Institute under this contract. The successful bidder shall be solely responsible for their affairs and will be under mandatory / obligation to complete with the statutory obligation such as EPF, GST, and ESIC etc. as and where applicable. These personnel shall have no claim whatsoever, to be treated as employees of the Institute. In the event of any such claims made by the personnel of the successful bidder on the Institute, the successful bidder shall be wholly responsible and successful bidder shall indemnify the Institute against any such claims, either monetary or otherwise.
- 7. Successful bidder shall be fully responsible for any accident or mishap involving manpower engaged by him and any claim made on this part will be paid by the successful bidder. The successful bidder shall indemnify the Institute from any claims arising out of accident or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all manpower engaged by the successful bidder.
- 8. In case the Successful bidder fails in fulfilling the obligations of work or Service under the contract, fully and in time, the Institute shall have the absolute right to take up the work at the Successful bidders cost and risk and recover all such expenses from the amounts due to the Successful bidder including their Security Deposit.
- 9. The successful bidder will post suitable and experienced personnel as may be needed to supervise and guide the personnel for proper completion of the work / services as per direction of Nodal Officers or by such officers as may be designated by the Institute. The successful bidder is overall responsible for the good conduct and character of the manpower deployed. Successful bidder is expected to be duly diligent to carry out background check of every

- manpower before deploying it with the Institute and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the successful bidder.
- 10. They will have to abide by the Minimum Wages Act 1948 and all other relevant and applicable statutory labour and other laws, rules and regulation as applicable and in force. The successful bidder shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any laws as a result of establishing and running the services and indemnify the services under the Agreement to be executed between Institute and successful bidder and shall indemnify the Institute and its officers / employees from any claim or consequences / damages for any lapse or non-compliance thereof. The successful bidder and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the Institute shall be deducted from the bills of the successful bidder and the full amount shall be recovered from the security deposit and subsequent monthly bills of the successful bidder.
- 9. The successful bidder shall be responsible for the conduct of his personnel and in case of any complaint against any personnel, the successful bidder shall be under obligation to suitably punished such personnel or to take such other actions as may be directed including removal or substitution of such personnel when instructed orally or in writing by the Nodal officer. The successful bidder shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The Institute shall not be held accountable or responsible under this head with regard personnel on rolls of the successful bidder in any manner whatsoever.
- 10. Apart from providing the aforesaid services as and when called for the successful bidder shall discharge any other duties which in the opinion of the Institute are within the scope of work of the successful bidder, and the successful bidder shall carry out such duties with diligence and care.
- 11. In case the successful bidder fails in fulfilling the obligations of work / service under the contract, full and in time, the Institute shall have the absolute right to take up the work at the successful bidder's cost and risk, and recover all such expenses from the amount sue to successful bidder including their security deposit.
- 12. Manpower deployed should be with qualification of CA Inter / M.Com / MBA (Finance)
- 13. (One) qualified Chartered Accountant will visit the Institute every fortnight for review and submit its review report, and discuss all coordination issues
- 14. A monthly meeting on last Saturday with Director and related authorities will be held to appraise the status of work.

16.5.CONSIDERATION / COMPENSATION / PAYMENT:-

- a. The successful bidder shall submit monthly bill in duplicate to the Institute for the services rendered by the successful bidder in the preceding month. The payment shall be released on satisfactory performance of work, which shall be certified by the officer designed by the Institute for the said purpose.
- b. The successful bidder shall submit bills complete in all respect in the first week of every month. Subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the successful bidder within 30 days from the date of receipt of bills, submitted along with proofs of payment under statutory obligations.
- c. The successful bidder should also fully indemnify any legal and financial liability bestowed upon the Institute in respect to the personnel employed / deputed under the agreement as executed between the Institute and successful bidder.
- d. The successful bidder shall abide by and follow all laws enforce from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel

employed by the successful bidder. Institute shall be indemnified from any dispute / claim arising out of the work done under the contract by the successful bidder. The successful bidder shall be fully responsible for the payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfilment of the terms of the contract. The successful bidder will make full arrangement and responsible for safety and security of all such staff.

e. If, at any later date, it is found that the information, documents, and certificate submitted by successful bidder / contractor are wrong / forged / fake / false or manipulated, bid / contract shall be cancelled and EMD / Security Deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at any time it is also found that any type of liability / responsibility fixed on the Institute or its employees by any Govt. or Local Bodies regarding the bid / contract, the total responsibility will have to be borne by the bidder / contractor.

17.6. <u>COMPLIANCE OF LABOUR STATUES:</u>

- a) The Successful Bidder shall comply with all the statues pertaining to Labour Laws which are in force at present or which may come into force during currency of the contract.
- b) The Successful Bidder shall agree to maintain employment records in respect of its personnel as required under various Labour Statutes, such as attendance register, wage register, wage slips, bonus register and leave register etc. If Successful Bidder engages 20 or more personnel in the Institute premises, the Successful Bidder shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- c) It will be the sole responsibility of the Successful Bidder to abide by the provisions of all Labour Laws as to the Workers engaged by him for performance of the contract.

17.7. CONTROL AND SUPERVISION OF SUCCESSFUL BIDDER PERSONNEL

- a. The successful bidder shall in person or through the supervisor, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligation under the contract and shall be fully responsible for maintaining discipline, peace. Good behaviour, appearance of the personnel deployed in the Institute premises.
- b. In the event of the work carried out by the successful bidder or its personnel if being not found satisfactory, the successful bidder upon advise, direction or orders from the Institute shall take immediate necessary steps so as to provide from, uninterrupted and effective services, as per terms of contract.
- c. The successful bidder shall ensure that personnel engaged by them shall remain on the premises of the Institute as per timing indicated by the Institute. However, prior permission have to be obtained by the successful bidder / its supervisor from the Institute in the event of successful bidder / its personnel being required to remain on the Institute premises beyond the aforesaid stipulated time and / or on Sundays or fixed public holidays for any reason whatsoever.

17.8. DAMAGE TO PERSON OR PROPERTY

- a. The successful bidder shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel deployed by the successful bidder against any accident or injury etc. suffered by the personnel or successful bidder during the course of his employment.
- b. The successful bidder shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the successful bidder in carrying out contract and against all cost or expenditure incurred by the Institute in the connection therewith.

- c. The Institute shall be entitled to deduct any amount for such claims including cost and expenses in connection with such claim from the money payable by ways of consideration as aforesaid.
- d. If in the course of execution of the contract by the successful bidder, any damage is caused by the successful bidder or its personnel deployed in the Institute premises to persons and property of the Institute, the successful bidder shall be liable for the same and indemnify the Institute against such damages. Successful bidder shall also render all assistance and cooperation to the Institute in the event of any enquiry related to any accident.
- e. In case of any lapse, default and negligence, fraud etc. on the part of successful bidder or its personnel deployed the Institute premises, due to which the Institute suffers any loss, the successful bidders shall be responsible to the indemnity the loss or damages to the Institute. However, Institute will be at liberty to recover such losses from the security deposit and / or other payment due to him.
- f. The successful bidder shall indemnify the Institute against any action proceeding, claims or demands of any person, or its personnel made against the Institute in respect of services. The successful bidders shall also indemnify the Institute for any commission or omission or default on the part of successful bidder, its personnel or agent which the Institute may have to pay, incur or sustain by reason of any such action, proceedings, claims or demands or otherwise in relation thereto, or any reasons whatsoever.

17.9. VALIDITY OF TENDER:-

The initial validity of the offer made in tender document is 270 days from the date of opening of the technical bid. At the behest of the Institute the Successful bidder shall increase the validity period of his offer subject to a maximum of another ninety days.

17.10. MISCELLANEOUS LIABILITY AND RESPONSIBILITY

- a. The successful bidder shall not divulge any information confidential or otherwise that he may come across. The successful bidder has been granted permission by the Institute to enter the premises only for the purpose of carrying out the contractual obligations or not for any other reasons or purpose. It is specifically made clear to the successful bidder that such license is valid only during the subsistence of the contract and such license shall not be construed to confer any right or on the successful bidder and or for its personnel including the right to tenancy, subtenancy etc.
- b. Any financial liability arising to the Institute under the contract shall be deducted from the bills of successful bidder and if the full amount is not recovered then the same shall be recovered from the security money of the successful bidder.
- c. The successful bidder and their staff / personnel shall follow the instruction / direction / orders / rules and regulation of the Institute enforce or as amended from time to time from competent authority of the Institute or officer nominated by the Institute or Nodal Officer from the Institute. The successful bidder on the direction, order or advice of the Institute will be under mandatory obligation to change the personnel immediately.
- d. The Director of the Institute or any officer authorised by the Institute may review or ascertain and enforce due and proper observation of the laws and rules and regulation. The officer so authorised by the Institute or the Director of the Institute may investigate into any complaint regarding default in terms & conditions of bid / agreement committed by the successful bidder.
- e. No party shall be allowed to represent by the legal or expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the successful bidder.

17.11. COMMENCEMENT OF WORK:

The successful bidder is required to sign the Agreement and start the work within fifteen (15) days from signing of the Agreement. In case it is found that the work has not been taken up within such days from the date of signing the Agreement, the Institute as its sole discretion may cancel the same and forfeit the earnest money deposit or security deposit, as the case may be.

17.12. PERIOD OF CONTRACT AND ITS RENEWAL:

- a. The life of the contract shall be for a maximum period of **three (03) years** from the date of execution of the Agreement, which will be renewed every year based on satisfactory performance.
- b. Renewal of contract shall be made on the same terms & conditions on which the initial agreement has been entered into.

17.13. TAXES AND DUTIES:-

- a. Statutory levies like Turnover Tax, Income Tax, deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the successful bidder.
- b. GST and other taxes, as applicable from time to time, shall be paid additionally.

17.14. SECURITY DEPOSIT:-

- a. The service provider / successful tenderer shall submit security deposit of the amount stated hereinabove, having validity of 42 months. The services provider / successful tenderer shall ensure the extension of its validity for further period, if the contract is extended.
- b. The security deposit may be made in the form of bank guarantee of any scheduled bank, in favour 'Director, AIIMS, Patna'.
- c. The security deposit shall be released, or refunded, as the case may be, only upon expiry of period of six (6) months after expiry of the contract or its termination, as the case may be, after adjustment of all dues of the Institute or damages of any kind, if any. The Institute shall be entitled to adjust any and every due amount from the said security deposit.
- d. The security deposit would also stand forfeited, in its entirety, in case the service provider / successful tenderer withdraw in violation of "period of contract".

PENALTY

17.15. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-

- a. Neither party shall be entitled to withdraw from the contract during the initial period of one and a half year.
- b. After expiry of the initial period of one year, either party shall entitled to withdraw from the contract after serving three months' notice in writing to the other party in this behalf.
- c. Notwithstanding any other provision contained herein, in all cases of withdrawal from contract or termination of contract under clause 17.16, the service provider shall have to continue the work under the contract till and alternative arrangement is made by the Institute. In the event of failure to observe this condition, the entire Security Deposit, as also any and all other dues, lying with the Institute, would stand forfeited.

17.16. TERMINATION OF AGREEMENT:

After giving opportunity of being heard to the successful tenderer, in summary proceeding, the Institute may terminate the contract in the event of:-

- a. Breach of any of the terms & conditions of this contract.
- b. Any document or information uploaded by the successful tenderer, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- c. Interference, in any form, during inspections by an inspector nominated by the Director.
- d. The successful tenderer fails to observe agreed service standards or fails to provide services in conformity with Institute, instructions or procedures or protocol.
- e. The presentations and declarations made by the successful tenderer before entering into the contract with regards to its performance of services, functions etc. are found to be false and misleading.
- f. The successful tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.

g. If liquidator or Receiver is appointed to take possession of undertaking, business or assets of successful tenderer.

17.17. ASSIGNMENT:-

Successful Tenderer shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

17.18. GOVERNING LAW:-

The law of India shall apply to the contract arising out of the bid. The Courts at Bihar shall have exclusive jurisdiction in all matters arising out of the contract.

17.19. ACTS OF GOD & OTHERS:-

Neither party to the Agreement shall be responsible for any delay in performance of any terms & conditions herein to the extent delay is caused by act of God or any other cause beyond their reasonable control.

17.20. SETTLEMENT OF DISPUTE AND ARBITRATION:-

- a. In the event of any dispute or difference between the parties relating to or concerning the interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties, as far as possible, by mature discussions and consultation between themselves. The dispute shall be so settled only when the same has arisen during the subsistence of the contract.
- b. No parties shall be allowed to be represented by a lawyer during any proceeding of mutual discussions and consultation.
- c. In the event of any dispute or differences, arising in connection with the contract, whether during the subsistence of the contract or at any time after the expiry thereof, not being resolved in the manner provided in clause 'a' above, the same shall be referred to the Sole Arbitrary to be appointed within 03 months of raising of such disputes by the Director under the provision of the ARBITRATION AND CONCILIATION ACT, 1996. The place of arbitration shall be Lucknow.
- d. The decision so taken by the Director, in accordance with clause 'c' shall be final and binding on the parties.

17.21. SPEICAL CONDITION:-

Notwithstanding anything contained in this bid document, special terms & conditions mentioned in Section – II shall prevail over the general terms & conditions mentioned in Section – II of this bid document.

17.22. <u>STAMP DUTY</u>:-

Stamp duty liveable an Agreement shall be borne by the Successful bidder.

17. SECTION - IV

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS FOR:-

1. EMPANELMENT OF CHARTERED ACCOUNTANT FOR INTERNAL AUDIT, COMPILATION AND FINALIZATION OF VARIOUS ACCOUNTS OF THE INSTITUTE

- I. The financial activities in the Institute can be majorly summarized under the following heads:
 - a. Institute's main Accounts.
 - b. Hospital Accounts.
- **II.** Patient Care Account (All expenses related with grant of Patient Grants like MMCSK, PMO, Janani Suraksha Yojana or any other grant received by any name whatsoever).
- **III.** Research & Academic Accounts (Audit of all Academic Research Fund, Intramural or extramural and any other internal check required to prevent losses).
- **IV.** IPD Purchase & Sales Accounts (procurement & sale of Drugs and Consumables to patients and any other internal check required to prevent losses).
- **V.** Investigation Accounts (procurement of kits, reagents etc. and consumption pattern thereof and any other financial check required to prevent losses).
- **VI.** Fixed Asset Accounts (Procurement Process, Physical Verification Process and any other internal check required to prevent losses of Assets).

2. Payments:-

- (i) Payment shall be released from respective accounts against submission of monthly bills in duplicate by the successful tenderer for satisfactory performance of work, which shall be certified by the Nodal Officer, designated for the said purpose.
- (ii) ESCALATION: Rates quoted and approved will be valid for the entire period of contract without any escalation. (NO ESCALATION)
- (iii) Penalty:
- a. Not carrying out the activity mentioned -1% of the total bill value due in the month in each case
- b. Non-submission of report on time 1% of the total bill value due in the month in each case
- c. Non checking of any voucher of any day $-\frac{1}{30}$ th of the payment due in the month for each instance
- d. Any monetary loss to the Institute for which Audit done -10 times the monetary loss incurred to the Institute
- e. Any monetary loss to the vendor / third party for which Audit done Ten times of the monetary loss incurred to the Vendor / third party.
- Professional services required to undertake tasks as per scope of work defined below

3. Institute's Main Accounts:

I. Settlement / adjustment of entries standing in the Bank Reconciliation Statements for various bank accounts of the Institute. Necessary inputs including old books of accounts, vouchers and details / information from concerned banks shall be provided by the Institute. It is understood that details of very old entries may not be readily available and in all such cases

- all necessary cooperation shall be extended to you for clearing / settings the pending entries to the extent possible.
- II. Preparation of computerized books of accounts for main accounts. This is required to be done on day to day basis in Tally/HIS. Necessary vouchers shall be provided to you for feeding in the computer. The task shall also involve regular reconciliation of bank statements on month to month basis and settlement / adjustment of entries standing therein on a regular basis.
- III. Providing advice on settlement / adjustment of audit objections, if any, pertaining to accounts. In all such cases necessary details / information / records shall be provided.
- IV. Compilation of annual final accounts of the Main Accounts and merging of other Units' final accounts, including checking and reconciliation of fixed assets depreciation with annual account as per the prescribed policy".
- V. Preparation and filing of GST returns and audit under GST Act required, if any.
- VI. Preparation and filing of Income Tax TDS/ TCS returns and generation of TDS/ TCS Certificates.
- VII. GST, TDS return filing and generation of TDS certificates.
- VIII. Verification of vouchers and other records for the purpose of Internal Audit. Monthly audit report shall be submitted to the authority, covering all areas of the Institute.
 - IX. Any rectification needed due to incorrect filing of return on a/c of income tax/GST will be done by the chartered Accountant.
 - X. Physical verification of Fixed Asset in terms of prescribed inventory management process with the details entered in register for the same being maintained by Central store/Engineering section on quarterly basis and finally its reconciliation with Annual Account.
 - XI. Any discrepancy noticed/rectification needed may be brought into notice respective heads of department of the institute on fortnightly basis.

4. Hospital Accounts:

(a) HOSPITAL ACCOUNTS PROCUREMENT:

This assignment includes checking of all procurement activity (if any) in terms of purchase policy of the Institute as amended from time to time.

(b) HOSPITAL ACCOUNTS:

- I. To check all vouchers in TALLY on daily basis (Computerized Accounting System) and HIS.
- II. To scan and upload vouchers on HIS.
- III. To prepare the Bank Reconciliation System on monthly basis.
- IV. To prepare final Accounts / Balance sheet of Hospital Accounts at the closing of every financial year.
- V. To reconcile all the accounts with RC Holders and / or claims, if any.
- VI. Monthly reconciliation of accounts of each RC holder for IPD procurement and Institute bodies as per requirement.
- VII. To prepare, as per requirement, the Utilization Certificate for Private Institutions which are paying money for their employees.
- VIII. To prepare annual utilization report for Government Funding for patients.
- IX. To reconcile all the accounts with suppliers statement and/or claim, if any.
- X.Reconciliation of all accounts for money received.
- XI.POS reconciliation for money received.
- XII. Verification of vouchers and other records for the purpose of Internal Audit. Monthly audit report shall be submitted to the authority covering all areas of the Institute.

5. RESEARCH & ACADEMIC ACCOUNTS:

- I. To submit statement of receipt & payments, income and expenditure, balance sheet and bank reconciliation statement in respect of Research & Academic Accounts.
- II. To provide scheme-wise income expenditure and unspent balance thereof tallying the balance with contingent ledger of the project.
- III. To tally manual ledger of income & expenditure with computerized ledger of Research & Academic Accounts.
- IV. To Audit Research Schemes and prepare utilization certificate as per requirement of Principal Investigator / Funding Agencies.

6. FOR CONCURRENT AUDIT OF HOSPITAL SUPPLY SYSTEM AT AIIMS PATNA

7. Fixed Asset Account

Verification of procurement process and record as per prescribed policy and institute SOP, Physical verification process and any other internal check required to losses of asset.

HOSPITAL SUPPLY SYSTEM–

The Institute operates a hospital supply system which takes care of various consumable needs of the Institute, including Pharmacy, Laboratories, other Services, Investigation Departments, Sanitation, Research Lab etc. and includes various billing / registration system.

The Institute have rate contract for purchasing Drugs & Consumable items required for day to day supply in the IPD (Hospital). The assignment includes the checking of all purchase records, related to the procurement of goods & services in accordance with the policy & procedure of the Institute as amended from time to time. The bidder will also suggest the purchase pattern of Slow & Fast moving items in terms of quantity.

Monthly report – Payment, Balance sheet & Bank reconciliation.

- 1. To check and sign all vouchers of Indents placed and keep record of it.
- 2. To check & sign all vouchers regarding receipt of stock / stores and keep record of it.
- 3. To check & sign all vouchers of payments made against supply order placed and stock / stores received and keep record of it.
- 4. Physical verification of all stock quarterly to check expiry / damage and report expiry / short expiry and damaged.
- 5. Reconciliation of Bank transactions.
- 6. To prepare provisional Income & Expenditure Account on bi-annually basis.
- 7. To prepare the balance sheet of OPD/IPD Accounts at the closing of every financial year.
- 8. To reconcile of account with suppliers statement and / or claim, if any.
- 9. Any other important management analysis report based on available information.
- 10. To check all challans, stock ledgers.
- 11. To report about upkeep of all records.
- 12. To check and report receipt of stock / stores without supply order / defective goods.
- 13. To regulate procurement vis-à-vis threshold level fixed, if any.
- 14. To prepare self-sustainability report, as per requirement based on cost & revenue involved.
- 15. To check & verify quality control in terms of the stock / stores supplied.
- 16. To report about late delivery, stock / stores getting diminished for placing immediate order, vendor rating in terms of delivery and quality of stores / stock supplied, rejection of vendors stock / stores.
- 17. To prepare an Annual Balance sheet and Statement of Accounts.
- 18. To suggest improvement in system / process / procedure for higher efficiency.

19. To ensure that the inventory cost is maintained to the lowest level without adversely affecting efficiency of the system.

Following reports are to be submitted after Concurrent Audit by 10th of the subsequent month

Unit Items -

- ➤ Value of purchases of all unit items during the period
- ➤ Value of sale of unit times during the period.
- ➤ Value of Balanced unit item in the stock during the month.

 All above mentioned reports are needed for Central store which will include the peripheral unit store also.

Over all purchases -

- ➤ Value and stock of purchases done through R.C.
- ➤ Value and stock of purchases of items in R.C. unit purchased from other than L1 or through L.P, with reasons for such purchase made
- ➤ Verification of debit note to L1 firm in each case where item in R.C has been purchased from other sources.

Miscellaneous items -

- ➤ Value and stock of purchase of miscellaneous item during the month.
- > User area wise value and stock of receipt of all miscellaneous item during the period.
- > User area wise collection of money against Miscellaneous charges during the month.
- ➤ Value and stock of miscellaneous items during the month in stores which will include the peripheral stores also (value and stock in each peripheral stocks also to be given).

Items on Consignment basis -

- ➤ Value and stock of items received on consignment basis in the Store during the month.
- ➤ Value and stock of consumption of Consignment Items during the month
- ➤ Value and stock of consumption of Consignment items verified through bills in the month.
- Discrepancy report between Consignment items, received, consumed and billed in the month.

Expiry of goods -

- > Stock and value of expired goods and their value in the month.
- ➤ Value and stock of recovery against the expired goods items
- > Debit note raised against the expired goods and its value each vendor wise.

Purchases for laboratories -

- > Stock and Value of purchase in the month.
- > Stock and Value of items issued to different labs during the month.
- > Stock and Value of items in balance during the month.
- Revenue generated against different test from different labs.

Payments – (report is to be submitted monthly)

- No. and value of payments done in the prescribed.
- No. and value of payments done beyond the prescribed time.
- No and value of payments pending, and reason thereof if any
- ➤ No of value of recovery done
- ➤ No and value of recovery pending
- Reconciliation of payment and recovery

Supply orders -

- Number of supply orders placed at the point of reorder level.
- Number of supply orders placed much below the reorder level.
- Number of supply order placed near five percent or less level.

8. Evaluation Method

The detailed evaluation methods for Technical and Financial proposal are specified below.

7.1. Evaluation of Technical Proposal

Technical proposals of all bidders which meet the basic requirements (i.e. timely submission, bid security, sealing of application etc.) would be taken up for evaluation as per the technical bid evaluation criteria. All applicants scoring 70 marks or above would be technically qualified and would only move into the next stage of financial evaluation. The technical evaluation shall be carried out on the following criteria:

Pass / Fail Criteria

- I. The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI):
- II. Should have Income Tax Permanent Account Number (PAN Number) and Goods & Service Tax Registration;
- III. Signed and scanned copy of the date of establishment as per ICAI constitution certificate.
- IV. The Firm should be empanelled with Comptroller and Auditor General of India (C&AG) of India;
- V. Having experience in Internal audit of purchase and sale drugs and consumables, reagents/ or any fast moving stores with a minimum sales turn over at least INR 1 crores per annum in any one years of the three financial years reckoned backwards on 2020-21.
- VI. Generation of income tax TDS certificate in form 16 with a minimum 500 employees in any out of the three financial years reckoned backwards on 2020-21.
- VII. Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 75 lakh in each of 3 years reckoned backwards up to 31st March 2021) as per **Annexure II.**
- VIII. The Firm's should have at least 5 partners.
- IX. At least 10 audit assignments of Internal / Statutory Audit of Corporate / PSUs entities except Bank Branch Audit having for the years for which the audit has been done in last five (5) years.

Detailed evaluation of the proposals shall be undertaken for those Applicants, which qualify the above minimum requirements.

S.No.	Parameter as on 01.04.2020	Marks
1.	Firms Existence in Years	(Full Marks – 20)
	• Upto 10 years 10 Marks	
	• For every one year, exceeding 10 years, 1 Mark each for 1 (one) Completed year.	
2.	Total No. of CA Partners	(Full Marks – 20)
	• Upto 5 Partners 10 Marks	
	• For one Partner, exceeding 5 (five) Partners, 2 (Two) marks each for One Partner.	
s3.	Total No. of DISA (Diploma in Information System Audit) Qualified Partners	(Full Marks – 20)
	• Upto 2 DISA qualified Partners 10 Marks	
	 For one Partner, exceeding 2 (Two) DISA Qualified Partners, 5 (Five) Marks each for One Partner. 	
4.	Experience having accounting & financial management of Hospitals substantially funded by Govt.	(Full Marks – 20)
	• Upto 600 bedded 10 Marks	
	• 2 (Two) points each for every 100 Beds, exceeding 600 beds.	
5.	 No. of Audit Assignment of Internal / Statutory Audit of Corporation / PSU entities/ health sector/ societies/ organisations related to the health in last 5 (five) years (except bank) Up to 10 Assignments 10 Marks 1 (One) point each for every, Assignment, exceeding 10 Assignments." 	
TOT	TAL SCORE	100

Evaluation would be done on the basis of supporting documents submitted along with the technical proposal.

7.2. Evaluation of Financial Proposal

The envelope containing the financial proposal shall not be opened till the technical evaluation is complete. The financial proposal of only such bidders will be opened who obtain minimum qualifying marks / standards prescribed for the technical proposal.

7.3. Final Evaluation

The selection method is Quality cum Cost Based Selection (QCBS).

The above score will be combined with bid amount equivalent score calculated score through the OCBS scheme.

Technical Bid score will get a weightage of 70% (denoted by ST) and Financial Bid score a weightage of 30% (denoted by SF).

The process of selection of successful bidder for the purpose of award of contract shall be as follows:-

a. <u>Calculation of Technical Score (ST)</u>

T= Technical Marks obtain by the individual Bidder

TH= Highest Technical Marks obtain by the individual Bidder

ST = Technical Score obtain by the individual Bidder

Calculation of ST will be as per the below formulae:-

$$ST = 100 \times (T/TH)$$

b. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder

FL = Lowest Total Financial Bid amount quoted by individual Bidder

SF = Financial score obtain by the individual Bidder

Calculation of SF will be as per the below formulae:-

$$SF = 100 \times (FL/F)$$

c. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each firm by assigning 70% weightage to Technical Score (ST) and 30% weightage of Financial Score (SF) using the formula given below:-

$$S = (ST \times 0.7) + (SF \times 0.3)$$

• Final Selection Method

Bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:
To, The Director, AIIMS Patna
Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No:
Name of Tender / Work:
Dear Sir,
1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely:
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No to (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 your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. 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 your 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

Yours Faithfully,

deposit absolutely.

TENDER ACCEPTANCE FORM

For Empanelment of Chartered Accountants for:-Concurrent Audit of Hospital Supply System at AIIMS Patna and Completion and finalization of various accounts and Internal Audit of the Institute'

Tender No:		
Due date for tender:		
Opening time & date of tender:		

Affix duly attested P.P. Size photograph of the bidder

S.No	item		Details			
	Details of Bidder					
	i. Nan	ne of Bidding Entity				
1.	ii. Reg	gistration number of the Bidding Entity				
	iii. Re	gd. Address				
	iv. PA	N No.				
2.	Details	s of Authorized Signatory of bidder for the t	ender			
	i.	Name				
	ii.	Designation				
	iii.	Address				
	iv.	Office Telephone No				
	v.	Mobile No.				
	vi.	Fax No.				
3.	Details	s of Authorized Person of bidder to deal wi	th			
	i.	Name				
	ii.	Designation				
	iii.	Communication Address				

	iv. Telephone No	
	v. Fax No.	
	vi. Email address	
4.	Please specify as to whether bidder is a sole Proprietor/partnership Firm/Company/Society/Consortium Name, address/ Telephone No. of Supply Installation and commissioning of CCTV Solution, at AIIMS Patna/ partners	A. B. C. D.
5.	Details of earnest money deposited	
(i)	Amount	
(ii)	RTGS/NEFT Details	
(iii)	Date of Transfer	
(iv)	Name of the issuing authority	
6.	Confirm your organization employees more than 20 employees	
	PF Registration No.	
7.	ESI Registration No.	
	GST Registration No.	
8.	Any other information.	
9.	·	this tender have read and fully understood all the ned herein and undertake myself / ourselves abide
Date	ed:	(Signature of Tenderer) Name: Designation: Address: Phone No.(O):

CERTIFICATE

This is to certify th	nat the annual turnover o	of M/S	PAN No
GST No	having its	s office at	is in the business of
	for the followin	ng financial years are a	s follows:-
	Financial Years	Turnover (INR)	
	2018-2019	ramover (many	
	2019-2020		
	2020-2021		
		Name, signa	ture and Seal of Chartered Accountant
Date			
Place			

Annexure-IV

'<u>For Empanelment of Chartered Accountants for :-Concurrent Audit of Hospital Supply System at AIIMS Patna and Completion and finalization of various accounts and Internal Audit of the Institute</u>

Check list for Bid Security (To be submitted offline)

S.No	Document	Yes/No	Page No	
1.	Bid Security (Earnest Money Deposit) for an amount of 100000/- transferred through RTGS/NEFT.			

<u>Check List for Submission of Online Bid (Scanned Legible Photocopies of Authenticated Documents (With Signature's And Company Seal) To Be Submitted:</u>

<u>S.no</u>	<u>Particulars</u>	Uploaded	Page No.
		(Yes/No)	
1.	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.		
2.	Signed and scanned copy of Checklist for Bid security "Annexure –IV"		
3.	Signed and Scanned copy of Tender Acceptance letter & Tender acceptance form "Annexure-I".		
4.	Signed and scanned copy of proof of Status of Bidder: Sole Proprietor or partnership / Certificate of Incorporation and Name of the firm / proprietorship / partnership / private limited company / society (upload relevant document).		
5.	Memoranda of association and Certificate of registration in case of Partnership, Society, Company or Consortium.		
6.	Copy of resolution for authorised signatory to sign the bid along with name and designation as per Annexure –VI.		
7.	Latest Firm Registration Certificate issued by the ICAI.		
8.	Complete Postal address of the Head of Office.		
9.	Name and address of the person legally authorised to sign the agreement in case of partnership firm / company / society.		
10.	Copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. 75 lakh in each of 3 years reckoned backwards up to 31st March 2021) as per Annexure – II.		
11.	Signed and scanned copy of performance certificate showing that at least 5 Audit assignment of Internal / Statutory Audit of Corporates /PSU entities / Govt. funded Hospitals (Except Bank Branch audit) with minimum of 600 beds in last 5 years reckoned backward from the last date of the tender.		
12.	Registration Certificate issued by the Comptroller and Auditor General of India for the Financial Year 2020-21, which should be valid for the period of contract with AIIMS Patna.		
13.	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. (Annexure -VII)		
14.	Signed and scanned copy of the date of establishment as per ICAI		

	constitution certificate.	
15.	Signed and scanned copy of User List where Audit has been done in the	
	last 5 years.	
16.	Signed & Scanned copy of Certificate of experience (Annexure -VIII)	
	a) The Firm should have at least two work order of handling	
	accounting and financial management services which can also be of	
	health sector/ societies/ organisations related to the health of 600	
	bedded hospital substantially funded by government in last 5 years.	
	b) The Firm should have executed at least 10 audit assignments of	
	Internal / Statutory Audit of Corporate / PSUs entities (except Bank	
	Branch Audit) in last 5 years.	
	c) The firm should possess professional experiences of maintaining	
	computerised financial accounts on TALLY software or any Govt.	
	approved software of 600 bedded hospital substantially funded by	
	government in last 5 years.	
17.	The Firm's should have at least 5 partners out of them at least 2 partners	
40	should be DISA (Diploma in Information System Audit) qualified.	
18.	Internal audit of purchase and sale drugs and consumables, reagents/ or	
	any fast moving stores with a minimum sales turn over at least INR 1	
	crores per annum in any one years of the three financial years reckoned	
19.	backwards on 2010-21. Generation of income tax TDS certificate in form 16 with a minimum	
19.	500 employees in any out of the three financial years reckoned	
	backwards on 2020-21.	
20.	Signed and scanned copy of Self declaration that the Bidder does not	
	have any relation with the person authorized for Technical Evaluation of	
	the Tender, or involved in finalizing the Tender.	
21.	Indemnity Bond as per Annexure -X	
22.	Signed & scanned copy of Mandate form. (Annexure -XI)	
23.	Signed and scanned Copy of Integrity Pact as per. (Annexure -XIV)	
24.	Signed & Scanned Copy of check list of the document submitted along	
	with the page numbers (Annexure -V).	
25.	Signed, Stamped and Scanned copies of Tender document and	
	addenda/ corrigenda.	
26.	Technical proposal -A technical document giving details of the	
	methodology, manpower, their qualification, supervision and reporting regarding discharge of work to be submitted.	
27.	Undertaking for restriction on procurement from a bidder of a country	
۷,	which share a land border with India. (Annexure-XV)	
28.	Any other documents.	
		Ĺ

Note: All the pages of tender document and its enclosures must be numbered and signed with stamp.

Signature of the Bidder With Address and Seal

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

					`				_	,	1
address)	who	is	presently	thorize Sri/Si employed as	with	us	and	holding	the	position	of
	e in the 1										
Sri/Smt			•••••	dertake tha act. His / her	Undert	aken	by him	/her durin			
Dated this	the	_day c	of 20_ For_								
(Name, D	esignatio	on and	d Address)								
Accepted											
(Signature	e)										
(Name, T	itle and	Addro	ess of the At	torney)							
Date:											

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

Ι,						of
Shri resident of				Propr	ietor/Dir	ector
authorized signatory of the agency/Firm (M/sdeclare as follows:),	do	hereby	solemnl	/ affirm	and
1. I am authorized signatory of the agency/firm are execute this tender document;	nd is co	mpe	tent to	sign this	affidavit	and
2. I have carefully read and understood entire tend conditions of the tender and undertake to abide by them;		ımeı	nt inclu	ding all t	he terms	s and
3. The information / documents furnished along authentic to the best of my knowledge and belief. I / furnishing of any false information / fabricated docume any stage besides liabilities towards prosecution under a	we, am ent would	/ aı d lea	re well ad to rej	aware of	the fact	that
4. I/We further undertake that no case/enque police/court/vigilance or any government body again andividual or against legal entity of the Company /Firm/.	st the P	rop		-	_	
5. I/We further undertake that none of the Agency/agency was or is Proprietor or Partner or Government have banned /suspended/blacklisted busing report to the Faculty-in-Charge Procurement Cell, A informed but in any case not later 15 days, if any Agentare Proprietor or Partner or Director of such an Agenduring the currency of the Contract with you.	Directorness dealarms, acy in w	r of aling Patr hich	the Aggs. I/We ha imm The Propri	gency wi e further ediately etor/Partr	th whom undertak after we ners/Dire	the to e are ctors
6. I/We further undertake that our firm/compoundations/eligibility criteria obvious/explicit or implied document. If at any time including the currency of the Coto our eligibility or the process of award of the contract and/or any other action deemed fit by the Institute.	d/implici Contract, ct criteria	t rec	corded a	anywhere pancy is f	in the te	ender ating
Date: Place: Seal of the Agency			E N	Signature Bidder) Name: Designation Address:		

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and noting has been concealed therein.

Deponent

ANNEXURE – VIII

Format of Experience Certificate

Project	Name	of	Description	Contract	Value of	Date of	Stipulated	Actual date	Remarks
Name	the		of work	No.	Contract	issue of	period of	of	explaining
	Employe	er*			(Rs. in	work	completion	completion	reasons for
					lakhs)	order			delay &
									work
									completed)

^{**} Immediately preceding the financial year in which bids are received.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

In consideration of All India Institute of Medical Sciences, Patna (hereinafter referred to as 'AIIMS' which expression unless repugnant to the context and meaning thereof shall include its

To

All India Institute of Medical Sciences, Patna Phulwarisharif, Patna – 801505.

successors and assigns) having agreed to exempt M/s									
on us due to a breach committed by the said supplier / contractor of the terms & conditions of the contract order.									
1. We									
2. We,									
3. We,									

this bond shall be valid discharge of ur liability for payment thereunder and the said supplier / contractor shall have no claim against us for making such payment.
4. We,
5. Our liability under this guarantee is restricted to Rs
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to the Director, AII India Institute of Medical Sciences, Patna.
8. We,
Signed on day of
Signature For the Bank Name (s) & Designation (s) Witness: Name & Address

liability under this present being absolute and unequivocal. The payment so made by us under

(To be executed on a non-judicial stamp paper of Rs. 100/-)

INDEMNITY BOND

1.	This	Indemnity	Bond	is	exe	cuted	on	this	day o	f			by
Sh	ri				s/o	Shri.			resident	t of	in	favour	of
DI	RECTO	OR, AIIMS I	PATNA	, Bi	har.								

- 2. The executant is the Proprietor/Partner/Director of M/S..... situated at...... and has submitted bids to the DIRECTOR AIIMS PATNA, Bihar for the tender on 'For Empanelment of Chartered Accountants for:-Concurrent Audit of Hospital Supply System at AIIMS Patna and Completion and finalization of various accounts and Internal Audit of the Institute'.
- 3. The executant undertakes to indemnify the AIIMS PATNA, from any injury, loss or damage caused to or suffered by any person or property, arising out of or relating to provision of OPD Casualty and Indoor Patient registration and billing and the consequential claim or claims shall be borne by the executant who hereby indemnifies and safeguards the AIIMS PATNA, in respect of any of such claim or claims.

EXECUTANT

MANDATE FORM

(Account/s Information form)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER:	
NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	
B. BANK DETAILS	
ACCOUNT NAME	
(Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE	
ADDRESS, TELEPHONE NO	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER	
(Please note that the Bank Account must be in the	
name of the Firm as appeared in the bill. In case of	
other Beneficiaries (Non-vendor) the Account name	
must be in the name of Applicant.	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	
I hereby declare that the particulars given above a	-
transaction is delayed or not effected at all for reasons of in	
I would not hold the user institution responsible. I have	•
agree to discharge responsibility expected or me as a partic	expant under the scheme.
()
	Signature of Customer
(Bank's Stamp)	
()
· ·	Signature of Customer
Certified that the particulars furnished above are corre	9
Please attach a Cancelled Cheque along with the account	nt information form.

Integrity Pact (On Non-Judicial Stamp paper of Rs. 100)

Between

Preamble

In order to achieve this goal, AIIMS Patna will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of AIIMS Patna

- 1) AIIMS Patna commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of AIIMS Patna, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Patna will, during the tender process treat to all Bidder(s) with equity and reason. The AIIMS Patna will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The AIIMS Patna will exclude from the process all known prejudiced persons.
- 2) If AIIMS Patna obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Patna will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of AIIMS Patna's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS Patna as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while

representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Patna is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

Section - 4 Compensation for Damages

If AIIMS Patna has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The AIIMS Patna is entitled to demand and recover the damage equivalent to Earnest Money Deposit/Bid security.

2. If AIIMS Patna has terminated the contract according to Section 3, or if AIIMS Patna is entitled to terminate the contract according to Section 3, AIIMS Patna shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section - 5 Previous Transgression

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, if already awarded, can be terminated.

Section - 6 Equal treatment of all Bidder (s)/Contractor (s)

In case of Sub-contracting, the AIIMS Patna Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

- 1. The AIIMS Patna will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 2. The AIIMS Patna will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)

If the AIIMS Patna obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Patna has substantive suspicion in this regard, the AIIMS Patna will inform the same to the Chief Vigilance Officer.

Section - 8 Independent External Monitor

- 1. The AIIMS Patna appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Patna.
- 3. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Patna including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Patna and recuse himself/herself from that case.
- 5. The AIIMS Patna will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Patna and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 7. The Monitor will submit a written report to the Director AIIMS Patna, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Patna and, should the occasion arise, submit proposals for correcting problematic situations.
- 8. If the Monitor has reported to the Director AIIMS Patna, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Patna has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9. The word Monitor, would include both singular and plural.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of AIIMS Patna.

Section - 10 Other Provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Patna.
- 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Patna	For & on behalf of Bidder/Contractor
Office Seal	Office Seal
Place:	Witness 1:
Date :	Witness 2:

<u>Undertaking for restriction on procurement from a bidder of a country which share a land border with India.</u>

Certificate to be submitted by Bidder:-

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certified that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certified that this bidder fulfils all requirements in this regards and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Signature and Stamp of the Bidder

Or

Certificate to be submitted by Bidder for work involving possibility of sub- contracting:-

"I have read the clause regarding restriction on procurement from a bidder of a country with share a land border with India and on sub-contracting to contractors from such country; I certified that this bidder is not from such a county or, if from such a county, has been registered with the competent authority and will not sub- contract any work to a contractor form such countries unless such contractor is registered with the competent authority. I hereby certified that this bidder fulfils or requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached].

Signature and Stamp of the Bidder