

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

**Notice Inviting Tender for selection of an agency to conduct Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS)**

e-Procurement Mode Only

<https://www.eproc.bihar.gov.in/BELTRON>

**Bihar Swasthya Suraksha Samiti**  
Secretariat Extension Building, Block-3, 2<sup>nd</sup> Floor, Old Secretariat  
Patna Bihar 800015

**NOTICE INVITING TENDERS**

Bihar Swasthya Suraksha Samiti seeks to invite Proposal from eligible Practicing Chartered Accountant Firm to conduct the performance/Internal audit of Bihar Swasthyaya Suraksha Samiti (BSSS).

The details about the background of the auditee, the units to be covered in the audit, scope of work, terms of reference, and the eligibility criteria for selection of the CA Firm are given in the following sections.

**1. Background**

The Bihar Swasthya Suraksha Samiti (BSSS) is an autonomous institution registered as Society under the Society Registration Act, 1860 and set up within the Department of Health, Government of Bihar primarily to

- Implement Ayushman Bharat Pradhan Mantri Jan Arogya Yojna (AB-PMJAY) or its successor schemes of similar nature or Programmes by whatever name it may be called and described.
- Support and assist in framing and designing of laws/policies/strategies for improved and seamless implementation of health insurance and assurance schemes or Programmes in Bihar.

Government of India has launched World's largest health insurance scheme "Pradhan Mantri Jan Arogya Yojana – PM-JAY" in the year 2018. The objectives of the scheme are to reduce catastrophic out-of-pocket health expenditure, improve access to quality health care and meet the unmet need of the population for hospitalization care.

The aims and objectives of the Bihar Swasthya Suraksha Samiti is:

- to undertake and support the implementation of Projects/ Programmes/ schemes for securing health benefits for the underprivileged sections of the State of Bihar.
- to reduce catastrophic out-of-pocket health expenditure, improve access to quality health care and meet the unmet need of the population for hospitalization care in the State of Bihar to ensure speedy implementation of PM-JAY by identifying and issuing e-card to the eligible beneficiaries/families.

For further details regarding the projects, please refer to <https://pmjay.gov.in> and <http://biswass.bihar.gov.in>.

## 2. Date of Events and Bid Submission:

| S.No. | Event Description  | Timeline   |
|-------|--|--|
| 2.1   | Date & time of downloading the Notice Inviting Tender (NIT)          | Till 22/07/2021 up to 05:00 PM, from the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> ).                     |
| 2.2   | Last date & time for submission (upload) of online bidding document. | 23/07/2021 till 05:00 PM, on the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> )                              |
| 2.3   | Last date & time for submission of EMD                               | 29/07/2021 by 05:00 PM, to "The Chief Executive Officer, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3 Second floor, Old Secretariat Patna Bihar 800015" |
| 2.4   | Time, Date of opening of Technical Bid                               | 30/07/2021 at 11:00 AM on the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> )                                 |
| 2.5   | Time, Date of opening of Financial Bid                               | To be announced later on the e-Procurement Portal ( <a href="https://www.eproc.bihar.gov.in/BELTRON">https://www.eproc.bihar.gov.in/BELTRON</a> )                                  |
| 2.6   | Pre-bid meeting (Date & time)  | 30/06/2021 at 11:00 AM to 01PM   |
| 2.7   | Pre- bid meeting venue   | Conference Hall, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3, 2 <sup>nd</sup> Floor, Old Secretariat   |

Note – i) Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) from the office of Bihar Swasthya Suraksha Samiti (BSSS).

ii) No tender will be accepted after closing date and time in any circumstances.

1. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the Bihar Swasthya Suraksha Samiti (BSSS), the EMD will be received/ opened on the next working day at the scheduled time.
2. To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://www.eproc.bihar.gov.in/BELTRON>, shall contact the helpdesk at the following address, "e-Procurement HELP DESK, 1<sup>st</sup> Floor, M/22, Bank of India Building, Road No. 25, Shree Krishna Nagar, Patna- 800001, Phone No. 0612 – 2523006, Mob. No 7542028164 (Timings: Every Day from 08:00 AM to 08:00 PM) or may visit the link "Vendor Info" at <https://www.eproc.bihar.gov.in/BELTRON>.
3. The interested bidders may download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) and submit its tender by using the downloaded document.
4. 'Tender Processing Fee (TPF)' amount for the sum of Rs. 1,180/- (One thousand one hundred and eighty rupees only) is to be paid by the agency through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
5. Additionally, the tenderer must transfer Earnest Money Deposit (EMD) of (Rs. 90,000/- (Ninty thousand Rupees only) through e-payment mode (i.e. NEFT/ RTGS/ Internet Banking) to the bank account of Bihar Swasthya Suraksha Samiti (BSSS).
6. The bank account details of BSSS for transfer of EMD mentioned in Clause 6 (above) are as:

| S.No | Particular           | Details                            |
|------|----------------------|------------------------------------|
| 1    | Name of Bank Account | CEO Bihar Swasthya Suraksha Samiti |
| 2    | Account Number       | 1967101015230                      |
| 3    | IFSC Code            | CNRB0001967                        |
| 4    | Name of Bank         | Canara Bank                        |
| 5    | Branch Address       | Boring Road, Patna-800001          |

7. The technical and financial bids must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) on or before the specified date and time as per Clause 2 (Date of events and bid submission) aforesaid. The BSSS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."

8. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document in the online standard formats given in e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) at the respective stage(s) only.
9. The Bidding documents shall be submitted in the mode as mentioned below:

|                                 |   |
|---------------------------------|---|
| (a) Earnest Money Deposit (EMD) | Online Mode<br><i>Note: EMD should not have been issued on a date later than the last date for submission of online bidding document i.e., 23/07/2021</i> |
| (b) Technical Bid               | Online (Cover-Technical Stage)  |
| (c) Financial Bid               | Online (Cover-Cost Bid Stage)   |

10. All tenders must be accompanied by EMD. No bidder is exempted from submitting EMD as mentioned in the tender document.
11. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
12. For further enquiry and information, please contact Mr. Randhir Kishore, Manager Procurement at [manager.procbsss@bihar.gov.in](mailto:manager.procbsss@bihar.gov.in) or [abnhpmbihar@yahoo.com](mailto:abnhpmbihar@yahoo.com) (Mobile No. 9264471413) during office hours 9:30 AM to 6:00 PM. All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>), and shall be binding upon all bidders.

*Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal(<https://www.eproc.bihar.gov.in/BELTRON>), "Zero" has been mentioned, by Bihar Swasthya Suraksha Samiti (BSSS). The actual value of the assignment depends on the L1 rate decided by this tender; therefore, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.*

  
Administrative Officer,

Bihar Swasthya Suraksha Samiti

## SECTION –II

### INSTRUCTIONS TO BIDDER (ITB)

#### 1. General Instructions

1.1. The bidder should prepare and submit its offer as per instructions given in this section.  
1.2. Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.

1.2.1. **Registration of Bidders:** To participate in the e-tendering process, the bidder/agency are required to get themselves registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://www.eproc.bihar.gov.in/BELTRON>, shall contact the helpdesk at the following address, "e-Procurement HELP DESK, 1<sup>st</sup> Floor, M/22, Bank of India Building, Road No. 25, Shree Krishna Nagar, Patna-800001, Phone No. 0612 – 2523006, Mob. No 7542028164 (Timings: Every Day from 08:00 AM to 08:00 PM) or may visit the link "Vendor Info" at <https://www.eproc.bihar.gov.in/BELTRON> and also inform this to BSSS. The prospective bidder is required to click on the link for e-Tendering site as given on the BSSS web portal.

1.2.2. **Digital Signature Certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).

1.2.3. The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

1.2.4. **Submission of bids:** Bids are to be submitted through online mode to the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> at a time for following activities – one while uploading documents for submission of technical bid & the other at the time of submission of Financial bid before the prescribed date & time as mentioned in Clause 2 in Notice Inviting Tender(NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).

1.2.5. Before preparing the tender and submitting the same on <https://www.eproc.bihar.gov.in/BELTRON>, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.

1.2.6. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)

1.2.7. The financial rate (price) quoted shall be firm and inclusive of all applicable taxes and duties, excluding Goods & Services Tax (GST). This shall be quoted in the online mode only. GST if applicable, will be paid by BSSS or the authorities decided by BSSS, as per the prevailing rates/rules.

1.2.8. The technical bid (technical and financial details of the bidder/agency) shall be submitted along with a forwarding letter as per Annexure 'A' before the last date of submission in online mode only. Tenders submitted after the stipulated date & time as mentioned in Clause 2, Notice Inviting Tender (NIT)) shall not be considered and would summarily be rejected.

#### 2. Tendering Expense



The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Bihar Swasthya Suraksha Samiti (BSSS) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

### 3. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

### 4. Clarifications to Tender Documents

4.1. A Pre bid meeting will be held at ***Conference Hall, Bihar Swasthya Suraksha Samiti (BSSS), Sachivalaya Extension Building, Block-3, 2<sup>nd</sup> Floor, Old Secretariat, Patna-800015*** as per the schedule mentioned in the NIT (Section 1-Clause 2). The interested bidder can send their queries to ***manager.procbsss@bihar.gov.in/abnhpmbihar@yahoo.com***, to clarify any queries the bidders may have, and for providing additional information if any. No separate intimation of the Pre-Bid meeting will be sent to the prospective bidders, unless there is a change in the time, date or venue of the Pre bid meeting.

4.2. Request for clarifications from interested bidders will be received at BSSS through email at ***manager.procbsss@bihar.gov.in/abnhpmbihar@yahoo.com***, latest by **29/06/2021 (by 12.00 hrs)**.

4.3. The BSSS reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause will be taken to be or read as compelling or requiring the BSSS to respond to any query or to provide any clarification. Verbal clarifications and information given by the BSSS, or any other person for or on its behalf will not in any way or manner be binding on the BSSS.

4.4. A Bidder may nominate up to (02) two representatives to participate in a Pre-Bid Meeting, provided that the Bidder has notified the BSSS of its representatives via email (***manager.procbsss@bihar.gov.in/abnhpmbihar@yahoo.com***) along with its authority letter to the BSSS at least two days prior to the Pre-Bid Meeting.

4.5. However, prospective bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website i.e. at <http://www.eproc.bihar.gov.in/BELTRON>) in accordance with the respective clauses of the Tender shortly after the Pre Bid Conference and no participant would be intimated individually about the response.

4.6. All the prospective bidders will be notified of response to any/all clarifications only through eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and BSSS will not issue separate communication to them.

4.7. The BSSS shall not be responsible in any manner if a prospective bidder fails to notice any notifications relating to the present NIT placed on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> for any purposes.



## 5. Amendments to Tender Documents

- 5.1 At any time prior to the deadline for submission of tenders, the BSSS may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 5.2 Such an amendment will be notified on eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> and the same shall be binding to all prospective Bidders..
- 5.3 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> and the BSSS will not issue separate communication to them. The BSSS shall not be responsible in any manner if prospective Bidders miss any notifications placed on mentioned eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>.

## 6. Earnest Money Deposit (EMD)

- 6.1 The tenderer shall transfer Earnest Money Deposit (EMD) of (Rs. 90,000/- (Ninty thousand Rupees only) through e-payment mode (i.e. NEFT/ RTGS/ Internet Banking) to the bank account of Bihar Swasthya Suraksha Samiti (BSSS) as mentioned in the NIT (Section 1).
- 6.2 The bank account details of BSSS for transfer of EMD through e-payment mode are as:

| S.No | Particular           | Details                            |
|------|----------------------|------------------------------------|
| 1    | Name of Bank Account | CEO Bihar Swasthya Suraksha Samiti |
| 2    | Account Number       | 1967101015230                      |
| 3    | IFSC Code            | CNRB0001967                        |
| 4    | Name of Bank         | Canara Bank                        |
| 5    | Branch Address       | Boring Road, Patna-800001          |

- 6.3 It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- 6.4 The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security, as per the terms of contract.
- 6.5 Earnest money is required to protect the BSSS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 6.6 The EMD/ Bid Security shall be forfeited by the BSSS hereunder or otherwise, under the following conditions:
- 6.6.1 If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6.6.2 If a Bidder withdraws its Bid during the period of bid validity as specified in this NIT and as extended by the BSSS from time to time;
- 6.6.3 In the case of Selected Bidder, if it fails within the specified time limit:
- a) to sign the contract and/or
  - b) to furnish the Performance Security(PS) within the period prescribed in the Letter of Acceptance (LoA)

## 7. Preparation of Tender

- 7.1 The Bidding documents shall be submitted in the mode as mentioned below: -

|                                 |  |
|---------------------------------|--|
| (1) Earnest Money Deposit (EMD) | Online ModeNote: EMD should not have been issued on a date later |
|---------------------------------|--|

|                   |  |
|-------------------|--|
|                   | than the last date for submission of online bidding document i.e.,<br>23/07/2021 |
| (2) Technical Bid | Online (Cover-Technical Stage)   |
| (3) Financial Bid | Online (Cover-Cost Bid Stage)  |

7.2 Bidders are requested **NOT** to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted, the tender shall be straight away rejected. Also, uploading of the financial bid in technical bid will result in rejection of the tender.

7.3 The tender shall be duly signed by the authorised person and duly approved by the appropriate authority in terms of 'Annexure C' at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

7.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the BSSS may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

7.5 Prices are to be quoted in the financial Bid format in online mode only. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats. All blue areas of the financial bid sheet shall be filled by the bidder. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded.

7.6 Following required evaluation criteria must be submitted through online mode on e-Procurement Portal <https://www.eproc.bihar.gov.in/BELTRON>:

- a) Payment details of EMD along with scanned copy of its online payment.
- b) Forwarding Letter for Technical Bid, as per "Annexure A"
- c) Bidder Information Form, as per "Annexure B"
- d) Authorization Letter for Signing of the Proposal (Power of Attorney), as per "Annexure C"
- e) Self-attested copy of establishment of the entity as per the eligibility criteria mentioned in Section III of this NIT.
- f) 'Experience certificate issues by client' OR 'Invoices accompanied with Contract/ Work Order/ MoU'
- g) Address Proof/ Undertaking as per "Annexure H". The Firm has to submit the Electricity bill/ telephone bill of last 3 months - on the name of bidder.
- h) Self-attested copy of Auditor's Report (against annual audits) for FY 2017-18, FY 2018-19 and FY 2019-20
- i) A Certificate (with valid UDIN) issued by a registered Statutory Auditor, highlighting bidder's turnover/ related information for FY 2017-18, FY 2018-19 and FY 2019-20, as per format given in Annexure D.
- j) Self-attested copy of the Income Tax Returns (ITR) for Assessment Year (AY) 2017-18, 2018-19 and 2019-20.
- k) Self-attested copy of the PAN Card, EPF and GST Registration Certificate (if applicable) issued by the appropriate authority, valid as on date of submission of tender documents must be submitted.
- l) A duly notarized declaration of the bidder in the format given in the 'Annexure-E'



m) Self attested CVs as per "Annexure I"

n) An undertaking that the audit team members are proficient in State's official language (both oral and written)

Bidders must develop the aforementioned document (letter/ self-declarations) highlighting the requirements based on Eligibility Criteria requirements (Section III).

#### 8. Tender Submission

8.1 The Bihar Swasthya Suraksha Samiti (BSSS) will open the tenders at the date and time as indicated in **Section I - Clause 2 of the Notice Inviting Tender (NIT)**. In case the specified date of tender opening falls on/ is subsequently declared a holiday or closed day for the Bihar Swasthya Suraksha Samiti (BSSS), the tenders will be opened in online mode, on the next working day.

8.2 Technical evaluation of the Bid will be done on the basis of the Eligibility Criteria, as defined in the tender document, and based on the tender documents uploaded on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>, failing which the bid will not be considered for technical evaluation.

8.3 The technical evaluation shall be done only on the basis of documents/ papers submitted by the bidder on e-Procurement Portal <http://www.eproc.bihar.gov.in/BELTRON>

8.4 The financial bids of bidders who are found technically responsive, based on Eligibility criteria, and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, who are technically qualified.

(a) No bidder can place more than one bid in any form.

(b) The Bidder cannot bid for a part of the tender, but has to give a single bid taking into consideration all the jobs defined in the tender document, subject to requirement of all the conditions as laid down in this tender document.

8.5 The interested firms will have to quote consolidated audit fees including expenses on TA/DA.

8.5 The date fixed for opening of financial bids, if subsequently declared as holiday by the BSSS, the revised date of schedule will be notified on the e-Procurement Portal <http://www.eproc.bihar.gov.in/BELTRON>. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

#### 9. Bid Validity

9.1. Each Bid will remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission). A Bid valid for a shorter period will be rejected as being non-responsive.

9.2. In exceptional circumstances, the BSSS may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. All such requests and the responses will be made in writing.

9.3. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

**SECTION III****ELIGIBILITY CRITERIA**

| <b>Sl. No.</b> | <b>Criteria</b>  | <b>Documents to be Submitted</b>  |
|----------------|--|---|
| <b>A</b>       | The Firm should be Registered as Proprietorship Firm or Partnership Firm with the Institute of Chartered Accountant of India & must have the existence of more than 15 years as on 31st March 2021.                                | Proof of Registration with the ICAI as on 01/01/2021 with details of Proprietors/ partners                                      |
| <b>B</b>       | The bidder must be empaneled with Comptroller & Auditor General of India (C & AG).   | Proof of Empanelment with Comptroller & Auditor General   |
| <b>D</b>       | The Firm should have similar Audit experience of not less than 10 years as on 31st March 2021. (Consortium is not allowed).  | Copy of Appointment Letter/Agreement with Clients.  |
| <b>E</b>       | The firm should have Strength of minimum 20 full time manpower/Consultants as Audit Staff.   | List of Manpower with their qualifications and Phone Numbers.   |
| <b>F</b>       | The firm should have minimum 5 years of Experience in Internal Audit of Government/Public Sector Unites (PSUs) of Social /Rural Project /Externally Aided Project/Centrally Sponsored Schemes with turnover of 100 Crores or more. | Copy of Appointment Letter/Agreement with Clients   |
| <b>G</b>       | Firms must give an undertaking that the audit team members are proficient in State's official language (both oral and written) and will be headed by the team leader (Chartered Accountant) on regular basis                       | Copy of Undertaking as per "Annexure H"   |
| <b>H</b>       | The average turnover of the Consultancy firm shall be at least 1 Crore in the last three financial years (FY17-18, 18-19 and 19-20).   | Self certified copy of Audited financial Statements of last three year ending on 31st March 2020 i.e 2017-18, 2018-19 and 2019- |

|   |  |   |
|---|--|---|
|   |  | 20andGST return along with turnover certificate duly certified by auditor/chartered accountant must be furnished by the bidder                          |
| I | Statutory Registration Details like PAN, EPF,GSTIN and ITR Acknowledgement   | Self Attested copies of PAN,EPF,GSTIN and ITR Acknowledgement   |
| J | The Firm must have Head Office (H.O.)/Local Branch office in the State Capital.  | Address Proof/ Undertaking as per "Annexure H". The Firm has to submit the Electricity bills/ telephone bills of last 3 months - on the name of bidder. |
| K | <p>The applicant agency must not be:</p> <p>(i) Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future RfP/RfQ for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on the date of submission of the quotation.</p> <p>(ii) The applicant agency shall declare all ongoing litigations, it is involved in with any Government Agency/ State/ central department/ PSU.</p> | Affidavit sworn before Public Notary/ Executive Magistrate as per "Annexure - E"  |

- D) Further, the Bidder must unconditionally accept the terms and conditions of this Tender Document.
- E) Refer to Clause 7.6 (Section II) for the complete list of documents to be submitted through online mode on e-Procurement Portal <https://www.eproc.bihar.gov.in/BELTRON>.
- F) Each page, Form, Annexure and Appendices of the Technical and Financial Proposal must be signed by the Authorized signatory of the firm.



- G) The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, deposit of EMD/ bid security, bidding fee etc.), will move to the next stage of evaluation.
  - H) To facilitate evaluation of bids, the BSSS may, at its sole discretion, seek clarifications in writing from any bidder regarding its submitted bid. Such clarification(s) shall be provided within the time specified by the BSSS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
  - I) If any bidder does not provide clarifications sought within the prescribed time, the BSSS may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the BSSS.
  - J) The financial bids of only the technically qualified bidder(s) (matching eligibility criteria) will be opened and the bidder with the lowest rate shall be selected as the agency to provide the required services under this contract.
  - K) In case L1 fails to provide services within prescribed timeframe, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.
- 



### EVALUATION OF TENDERS

#### **1. Scrutiny of Tenders**

The tenders will be scrutinized by the Technical committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per eligibility criteria laid down in the Tender Enquiry Documents. The bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and their bids may be rejected. The decision of the BSSS as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders will be considered and opened, who qualify on technical bid.

#### **2. Infirmary/Non-Conformity**

The BSSS may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the BSSS as to whether the deviation is material or not, shall be final and binding on the bidders.

#### **3. Discrepancies in Prices**

- 3.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 3.2 If, as per the judgment of the BSSS, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the BSSS, the tender shall be cancelled.

#### **4. Contacting the Bihar Swasthya Suraksha Samiti (BSSS)**

- 4.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the BSSS for any reason relating to its tender, it should do so only in writing.
- 4.2 In case a bidder attempts to influence the BSSS, on the BSSS's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the BSSS.

#### **5. Bid Clarification**

- 5.1. To facilitate evaluation of Proposals, the BSSS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal; however, BSSS reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal. Further, no post-bid clarification at the initiative of the bidder shall be entertained.
- 5.2. The BSSS may ask the bidder to submit supporting documents in response to bid clarifications. These shortfall information/ documents will be sought in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then, and these will be called only on basis of recommendations of Bid Evaluation Committee/ Technical Committee. Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the bidder has not provided them, BSSS may ask the bidder to submit these documents within a defined timeline. Regarding experience documents, if a bidder has submitted a contract without its completion/ performance



certificate, BSSS may ask for and consider the certificates; however, no new contract will be asked for and entertained so as to qualify the bidder.

- 5.3. At any point in time during the bidding process, if required by the BSSS, it is the bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the BSSS. If no response is received by this date, the BSSS shall evaluate the offer as per available information. The technical evaluation committee in the BSSS can verify the facts and figures quoted in the proposal. The BSSS reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

## **6. Fraud and Corrupt Practices**

- 6.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the BSSS may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 6.2 Without prejudice to the rights of the BSSS hereinabove, if a bidder is found by the BSSS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such bidder shall not be eligible to participate in any tender or RFP issued by the BSSS during a period of 3 (Three) years from the date such bidder is found by the BSSS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 6.3.1 **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the BSSS who is or has been associated in any manner, directly or indirectly, with the Selection Process.
- 6.3.2 **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- 6.3.3 **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
- 6.3.4 **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BSSS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
- 6.3.5 **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- 6.4 Conflict of Interest**
- 6.4.1 A Bidder must not have any conflict of interest (a Conflict of Interest) that affects the Bidding Process.

6.4.2 A Bidder that is found to have a Conflict of Interest will be disqualified and the bid submitted will become null and void. Bidder will be deemed to have a conflict of Interest affecting the Bidding Process, if:

- a. Such Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof; provided that this disqualification Will not apply if:
  - i. the person exercising Control is the Government of India, a State/ UT government, other government company or entity controlled by a government, a bank, pension fund or a financial institution; or
  - ii. any direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 26 percent.
- b. such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded financial assistance from or to any other Bidder or such other Bidder's Affiliate; or
- c. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- d. such Bidder or its Affiliate has a relationship with another Bidder or such other Bidder's Affiliate, directly or through common third party or parties, that puts either or both of them in a position to have access to the others' information about, or to influence the Bid of either or each other.

#### **7. Other Grounds Declaring a Bid Ineligible**

- 7.1. Bidder has been black-listed or been declared as ineligible to bid for government sponsored schemes by Government of India or any State Government and such black- listing or bar subsists as on the last date of bid submission.

#### **8. Award of Contract**

- 8.1 The BSSS reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s)
- 8.2 The bidder shall give his acceptance within **7 days of issue of the Letter of Acceptance (LoA)**
- 8.3 The final selection of the agency shall be the one who quotes the lowest rate for processing **Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS)**, subject to all the conditions as laid down in this tender document, provided the bidder meets the eligibility criteria as per **Section III** read with other requirements floated from this tender document.
- 8.4 The BSSS will notify the successful bidder(s) in writing by issuing a Letter of Acceptance (LoA), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties *"floated from this NIT"* having the terms and conditions etc., therein.
- 8.5 The successful bidder must furnish to the BSSS the required Performance Security (PS), before executing the contract/ signing of the contract document positively, failing which the EMD will be forfeited and the award will be cancelled, and bidder may be blacklisted. Relevant details about the performance security have been provided under **Clause 9 (Section VI)**
- 8.6 The contract agreement will be signed between Bihar Swasthya Suraksha Samiti (BSSS) and the selected service provider, which will be required to be signed within 21 days of the issue of the Letter of

Acceptance (LoA) issued by BSSS to the selected agency. The stamp duty and registration charges, as applicable, payable on the Agreement will be borne by the selected service provider/bidder.

8.7 In case same audit fee is quoted by two or more audit firms, the selection of auditor shall be done considering the following factors (priority-wise): -

- (i) Past Experience in handling Government Contracts & Conduct of the firm; and
- (ii) Turnover of the firm

#### 8.8 Evaluation criteria:

- i. The Technical Bid will be evaluated on a scale of 100. The comparative weightage for each activity of technical bid is as below:

| S. No. | Evaluation Criteria   |   |  | Max. Marks |
|--------|---|---|--|------------|
| 1(a)   | Specific experience in the Audit of Govt. Organisation /Public Sector Undertaking /Externally Aided project of the Consultants relevant to the assignment:<br><b>TOR - 2 marks for Each Assignment</b>  |   |  | 20         |
| 1(b)   | Specific experience of the Consultants relevant to the assignment:<br><b>who have experience of Internal Audit of Govt. / Corporates Entities in Social /Rural Externally Aided project /Centrally Sponsored Schemes having turnover of 100 Crores or more - 2 marks for each assignment.</b> |   |  | 10         |
| 2.     | <b>CVs and experience of key personnel*</b>   |   |  | 70         |
|        | <b>Position (No.)</b>   | <b>Experience</b>   | <b>Qualification</b>                             |            |
| 2(a)   | Team Leader<br>/Chartered Accountant  | More than 20 Years<br>of Experience in<br>relevant Assignment | Chartered<br>Accountant                          | 25         |
| 2(b)   | Co Team leader -(1)<br>One  | More than 8 Years of<br>Experience                            | Chartered<br>Accountant with<br>ISA              | 15         |
| 2(c)   | Team member (2)   | More Than 5 years of<br>Experience                            | Chartered<br>Accountant/CA<br>Inter /MBA-Finance | 10         |
| 2(d)   | IT expert   | More Than 3 Years of<br>experience                            | MCA/B Tech                                       | 5          |

|      |                     |   |                                  |    |
|------|---------------------|---|----------------------------------|----|
| 2(e) | HR Expert           | More Than 6 years of Experience                                     | MBA -HR or similar Qualification | 5  |
| 2(f) | Health professional | More than 5 Years of experiences as TPA (Third Party Administrator) | MBBS                             | 10 |

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

**1) General qualifications**

- i) Education -10%
- ii) Experience -10%
- iii) Association with bidder/firm >10Years - 5%

**2) Adequacy for the assignment**

- i) Type, quality, Size and no of similar projects completed, related to Internal Audit - 30%
- ii) Number of projects related with Audit assignment works of more than 100 Crores - 30%
- iii) Years of experience related with Internal Audit works -15%

**Total weightage: 100%**

**\*Format for CV submission is given as Annexure I. Submission of CVs in any other format will not be accepted and lead to the rejection of bid.**

**Evaluation of Technical Proposal**

In the first stage, the technical Proposal will be evaluated on the basis of the criteria stated in evaluation table above. Only those Applicants having Technical Proposals score of 75 marks or more out of 100 marks shall qualify for the Financial Evaluation.

**Evaluation of Financial Proposal**

In the second stage, the financial evaluation will be carried out only for those bidders who qualify the Technical Evaluation.

- i. The selection method is Least Cost Method (L1).
- ii. The BSSS will enter a contract with L-1 bidder i.e., eligible bidder with the lowest total quoted cost in the financial bid.
- iii. In case L1 fails to provide services within prescribed timeframe, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.

The undersigned reserves the right to enter price negotiation with the successful bidder to reduce the quoted price if the same is found to be irrational. An evaluation committee involving officers of BSSS under the chairmanship of Administrative Officer/Finance Controller would be formed to undertake the evaluation and selection process of Audit Firm.



## SECTION – V

### TERMS OF REFERENCE (TOR)

#### 1. OBJECTIVE

The objective of the audit is to ensure that the grant received by Bihar Swasthya Suraksha Samiti (BSSS) are used for intended purposes in accordance with the financial guidelines of National Health Authority adopted by BSSS and compliant to the General Financial Rules and that the annual financial statements are free from any material mis-statements or irregularities.

At the end of the audit, the firm should be able to express a professional opinion as to whether:

- i. The book of accounts maintained by stakeholders give a true and fair view of the financial position of the Bihar Swasthya Suraksha Samiti.
- ii. The funds are being utilized for the purposes intended in line with the financial guidelines issued by National Health Authority and adopted by BSSS.
- iii. The books of accounts are being maintained separately for respective programmes/schemes.
- iv. The books of accounts as maintained by Bihar Swasthya Suraksha Samiti (BSS) forms the basis for preparation of the individual financial statements of programmes as well as the consolidated financial statements as a whole.

#### 2. STANDARDS & FUNDING ARRANGEMENTS:

The audit will be carried out in accordance with financial and operational guidelines issued by the National Health Authority (NHA) and adopted by BSSS in this regard. The auditor should accordingly consider materiality when planning and performing (except where a certain minimum coverage of implementing units is specified) the audit to reduce the risk to an acceptable level that is consistent with the objective of the audit. In addition, the auditor should specifically consider the risk of material misstatements in the financial statements resulting from fraud.

##### **Institutional and Funding Arrangements:**

AB-PMJAY being a centrally sponsored scheme, a substantial part of funding comes from the Central Government, i.e 60% of share is paid by central government, while remaining 40% of share is paid by the State Government in Bihar. The beneficiary doesn't pay any money at the time of enrolment and during the treatment under the scheme of AB-PMJAY.

##### **Funding & Accounting Arrangements:**

Central Share for the AB-PMJAY programs are transferred from National Health Authority (NHA), MoHFW to the Bihar Swasthya Suraksha Samiti (BSSS) account directly (no need for treasury function) and State Share are transferred from State Government through State treasury to the BSSS functioning in the State. Government of India transferred funds in the form of Grants-in- Aid to BSSS on the basis of 60:40 ratio from annual budget. All financial transactions of SHA happen through a separate bank account as Grants-in-aid for Implementation and Grants-in-aid for Administrative Fund.

In addition, some more funds are expected this year for the projects in pipeline.

#### 3. COVERAGE, FREQUENCY AND SCOPE OF AUDIT:





### **3.1. Scope of Audit:**

The audit shall be conducted in two dimensions:

- i. Financial Audit
- ii. Program Audit

### **3.2 Frequency of Audit:**

- i. **Financial Audit:** Financial Audit shall be conducted quarterly at the state level and half-yearly at the district levels, i.e; Bihar Swasthya Suraksha Samiti (BSSS) and District Implementation Units (DIUs) & 12 selected Public EHCPs respectively. *(Bihar has 38 DIUs, one at each district).*
- ii. **Program Audit:** Similarly, Program Audit shall also be conducted at State Level and District Level with only one exception that the audit will be conducted half-yearly.

The list of 12 selected Public EHCPs are mentioned in Appendix D. Their addresses, contact persons' details shall be shared while executing the contract with selected firm.

**3.3. The Detailed Scope of Work:** The detailed Scope of Work for Financial Audit and Program Audit is as given below:

#### **3.3.1 Financial Audit:**

Financial Audit shall be conducted at the State, District and EHCP level.

#### **A. State Level:**

The responsibilities of the Financial audit include reporting on the adequacy of internal controls, the accuracy and propriety of transaction, the extent to which assets are accounted for and safeguarded and the level of compliance with financial norms and procedures of the operational guidelines.  
(Contact Person: Finance Controller)

- a) Audit of the BSSS Books of Accounts.
- b) Audit of Advance at the Bihar Swasthya Suraksha Samiti (BSSS) and DIU level.
- c) Audit of the Utilization Certificate sent to NHA annually.
- d) Adherence to the AB-PMJAY financial guidelines/financial guidelines of schemes/programs implemented at BSSS.
- e) Review the payment made to Panchayati Raj Executives (PREs)
- f) The funds were utilized for the purposes for which they were provided.
- g) Any other evaluation work, as desired by Bihar Suraksha Swasthya Samiti (BSSS).

#### **B. District Level at DIU (District Implementation Unit):**

- a) Review of the expenditure incurred by the District Implementation Unit (DIU) in line with the guidelines issued by BSSS.
- b) Audit the Books of Accounts.
- c) Certify the statement of expenditure (Half yearly).

- d) Review and analysis of the UCs clearly indicating the expenditure made (group head wise) in line with the guidelines circulated by SHA.

**C. Empaneled Health Care Public Hospitals (Public EHCPs):**

- a) As per existing norms, audit and certify the Utilization Certificate of funds including incentives issued to EHCPs w.r.t AB-PMJAY. The format of the statement as shared with EHCPs is attached as Appendix C. (Audit Period: January'21 to March'22)

**3.1.2. Program Audit:** Program Audit will be further divided into four parts:

- Audit for Admin (Contact Person: Director Administration)
- Audit for Healthcare including SAFU (Contact Persons: Director Healthcare and SPO)
- Audit for Operations (Contact Person: Director Operations)
- Audit for IT (Contact Person: Director IT)

**1. Audit for Admin:**

- a) Verification of Assets and stocks including IT equipment.
- b) Verification of asset and stock register
- c) Review the process of vendor empanelment and selection
- d) Review the clauses of executed contracts
- e) Review the contract of all Agencies/Contractors/Vendors/Suppliers hired by SHA
- f) Review the performance of all the Agencies/Contractors/Vendors/Suppliers hired by SHA
- g) Maintenance of leave records
- h) Review of recruitment process
- i) Review of the TAT of SoF (Statement of Fact)
- j) Review of the TAT of RTI response.
- k) Any other evaluation work as desired by Director Administration.

**2. Audit for IT:**

- a) Flag the reasons behind slow creation of Golden Cards within the role of IT.
- b) Review of TAT violation done by BIS Approver Agency in approval/rejection process of requested Ayushman Cards.
- c) Update/disable user ID for Arogya Mitra/PREA
- d) Analyze the process of BIS user ID creation for EHCPs within the ambit of IT.
- e) Review the beneficiary audit carrying out within the ambit of IT.
- f) Assessment of IT infrastructure at EHCPs
- g) Review the functionality of BISWAAS Portal.
- h) Review and assessment of approx. 100 beneficiaries into which the new members are added.
- i) Any other evaluation work as desired by Director IT.

**3. Audit for Operations:**

- a) Review the process of empanelment of new hospitals.
- b) Review the status of up gradation of EHCPs.
- c) Review of MoU status of all hospitals.
- d) Analyze the process of BIS user ID creation for EHCPs within the ambit of Operations
- e) Review of grievance monitoring management system.



- f) Review of training management, IEC management, ISA monitoring and Capacity Building of EHCPs and DIUs.
- g) Review the process of suspension of EHCPs.
- h) Audit of ISA (Its roles are defined in Appendix A).
- i) Examine the violation of grievance redressal guidelines.
- j) Any other evaluation work as desired by Director Operations.

#### 4. Audit for Healthcare:

- a) Examine the reasons behind delay in taking action on pre authorization request for emergency cases.
- b) Analyze the reasons behind TAT violation of those non emergency pre authorizations which are approved automatically.
- c) Review the process adopted for identifying suspect cases.
- d) Review the process adopted for Medical Audit and Beneficiary Audit and assess the achievement of underlying objectives laid down in Claim Adjudication Manual.
- e) Analyze the TAT violation in claim submission and claim processing.
- f) Analyze the TAT violation on submission of investigation report for suspicious cases.
- g) Review the process adopted for monitoring of mortality audit as per Claim Adjudication Manual.
- h) Review the status of medical records preserved at EHCPs.
- i) Review the status of capacity building of the EHCPs.
- j) TAT violation in providing pending documents/information by the hospitals against the queries raised by CPD.
- k) TAT violation in LAMA/DAMA Audits.
- l) Any other evaluation work as desired by Director Healthcare in charge and SPO.

The firms are expected to audit all the programs being implemented under Bihar Swasthya Suraksha Samiti. Proposals are invited for programmes presently running under BSSS as mentioned in NIT document. However, if new programmes are added, auditor will be required to audit the same from inception of the new programme till end of the assignment period on same terms and condition. Additional fee will be paid on prorated basis on quantum of fund utilized. The auditor once appointed can continue for two more years subject to the satisfaction of the performance by the BSSS.

#### 3.3 Coverage of Audit

| Audit Dimensions  | Coverage of Audit in Percentage   |
|---|---|
| <b>1. Audit for Admin:</b>  |   |
| l) Verification of Assets and stocks (Including IT equipment) and stock/Asset registers.            | 100%  |
| m) Review the process of vendor empanelment and selection   | 10%   |
| n) Review the clauses of executed contracts   | 100%  |
| o) Review the contracts issued to all Agencies/Contractors/Vendors/Suppliers and their compliances. | Up to 5 lakhs-10%<br>5 to 15 lakhs-25%<br>15 to 25 lakhs-50%<br>More than 25 lakhs-100% |
| p) Maintenance of leave records   | 15%   |
| q) Review of recruitment process  | -   |
| r) Review of the TAT of SoF (Statement of Fact)   | 15%   |
| s) Review of the TAT of RTI response.   | 15%   |

|   |                      |
|---|----------------------|
| t) Any other evaluation work as desired by Director Administration.   |                      |
| <b>2. Audit for IT:</b>   |                      |
| j) Flag the reasons behind slow creation of Golden Cards within the role of IT.   | 5%                   |
| k) Review of TAT violation done by BIS Approver Agency in approval/rejection process of requested Ayushman Cards.   | 15%                  |
| l) Update/disable user ID for Arogya Mitra/PREA   | 15%                  |
| m) Analyze the process of BIS user ID creation for EHCPs within the ambit of IT.  | -                    |
| n) Review the beneficiary audit carrying out within the ambit of IT.  | 100%                 |
| o) Assessment of IT infrastructure at EHCPs   | 100%                 |
| p) Review the functionality of BISWAAS Portal.  | 100%                 |
| q) Review and assessment of approx. 100 beneficiaries into which the new members are added.   | 100<br>Beneficiaries |
| r) Any other evaluation works as desired by Director IT.  | -                    |
| <b>3. Audit for Operations:</b>   |                      |
| k) Review the compliance of EHCPs' empanelment process.   | 25%                  |
| l) Review the status of up gradation of EHCPs.  | 100%                 |
| m) Review of MoU status of all hospitals.   | 100%                 |
| n) Analyse the process of BIS user ID creation for EHCPs within the ambit of Operations   | -                    |
| o) Review of grievance monitoring management system.  | -                    |
| p) Review of training management, IEC management, ISA monitoring and Capacity Building of EHCPs and DIUs.   | -                    |
| q) Review the process of suspension of EHCPs.   | 100%                 |
| r) Audit of ISA (Its roles are defined in Appendix A).  | -                    |
| s) Examine the violation of grievance redressal guidelines.   | -                    |
| t) Any other evaluation works as desired by Director Operations.  | -                    |
| <b>4. Audit for Healthcare:</b>   |                      |
| m) Examine the reasons behind delay in taking action on pre authorization request for emergency cases.  | 5%                   |
| n) Analyse the reasons behind TAT violation of those non emergency pre authorizations which are approved automatically.   | 5%                   |
| o) Review the process adopted for identifying suspect/fraud cases.  | 5%                   |
| p) Review the process adopted for Medical Audit and Beneficiary Audit and assess the achievement of underlying objectives laid down in Claim Adjudication Manual. | -                    |
| q) Analyze the TAT violation in claim submission and claim processing.  | 5%                   |
| r) Analyze the TAT violation on submission of investigation report for suspicious cases.  | 5%                   |
| s) Review the process adopted for monitoring of mortality audit as per Claim Adjudication Manual.   | -                    |
| t) Review the status of medical records preserved at EHCPs.   | -                    |
| u) Review the status of capacity building of the EHCPs.   | -                    |
| v) TAT violation in providing pending documents/information by the hospitals against the queries raised by CPD.   | 5%                   |
| w) TAT violation in LAMA/DAMA Audits.   | 5%                   |
| x) Any other evaluation works as desired by Director Healthcare in charge and SPO.  | -                    |

**5. Financial Audit****100%**

The Firm is expected to prepare vertical wise reports. The findings in the respective reports should not be diluted with the overlapping and interrelated roles among the departments.

**4. TIMELINES FOR REPORT SUBMISSION ALONG WITH INVOICE**

| Dimensions                    | Levels         | Period           | Report and Invoice Submission Date |
|-------------------------------|----------------|------------------|------------------------------------|
| Financial Audit (Quarterly)   | State Level    | Sep'18 to Mar'21 | 31st July'21                       |
|                               |                | Apr'21 to Jun'21 | 31st July'21                       |
|                               |                | Jul'21 to Sep'21 | 31st Oct'21                        |
|                               |                | Oct'21 to Dec'21 | 31st Jan'22                        |
|                               |                | Jan'22 to Mar'22 | 30th Apr'22                        |
| Financial Audit (Half Yearly) | District Level | Sep'18 to Mar'21 | 31st July'21                       |
|                               |                | Apr'21 to Sep'21 | 31st Oct'21                        |
|                               |                | Oct'21 to Mar'22 | 30th Apr'22                        |
| Program Audit (Half Yearly)   | State Level    | Sep'18 to Mar'21 | 31st July'21                       |
|                               |                | Apr'21 to Sep'21 | 31st Oct'21                        |
|                               |                | Oct'21 to Mar'22 | 30th Apr'22                        |
| Program Audit (Half Yearly)   | District Level | Sep'18 to Mar'21 | 31st July'21                       |
|                               |                | Apr'21 to Sep'21 | 31st Oct'21                        |
|                               |                | Oct'21 to Mar'22 | 30th Apr'22                        |

**Note:** \*These are tentative timelines, which may be revised factoring the date of execution of contract.

**5. Qualifications of the Audit Firm and Key Personnel**

The minimum required composition and qualification of the team to be deployed by Audit Firm is given below:

| S.No. | <b><u>CVs and experiences of key personnel*</u></b> |   |                      |
|-------|---|---|----------------------|
|       | Position (No.)                                      | Experience  | Qualification        |
| 1     | Team Leader /Chartered Accountant                   | More than 20 Years of Experience in relevant Assignment | Chartered Accountant |
| 2     | Co Team leader -(1) One                             | More than 8 Years of Experience                         | Chartered Accountant |



|   |                                  |   |   |
|---|----------------------------------|---|---|
| 3 | Audit Executives (2) Two         | More than 5 Years of experience   | CA/MBA-Fin/CA Inter   |
| 4 | Technical/Audit Officer- 1 (One) | More than 6 years of experience with Government/Public Sector                               | MBA -HR and Equivalent degree with Government/Public Sector |
| 5 | Technical/Audit Officer-1 (Four) | Minimum 5 Years of experience as TPA (Third Party Administrator)in health insurance company | MBBS  |
| 6 | IT Expert -1 (One)               | With Minimum 3 Years of Experience  | B Tech/MCA  |

## SECTION-VI

### TERMS AND CONDITIONS

#### 1. Use of contract documents and information

- 1.1 The Service Provider shall not, without the BSSS's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the BSSS in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Service Provider shall not, without the BSSS's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above (Section VI) except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Service Provider, each and every other document mentioned in sub-clause 1.1 above (Section VI) shall remain the property of the BSSS and, if advised by the BSSS, all copies of all such documents shall be returned to the BSSS on completion of the Service Provider's performance and obligations under this contract.
- 1.4 Confidentiality: The service provider shall take all necessary and reasonable steps, mechanisms, safeguards, security measures to preserve the confidentiality of the confidential information including audit reports and prevent any unauthorised access or use of the same. The service provider's disclosure of confidential information including audit reports shall be restricted to only the following mail IDs- [fc.bsss@bihar.gov.in](mailto:fc.bsss@bihar.gov.in), [aoshabihar@gmail.com](mailto:aoshabihar@gmail.com) and [abnhpmbihar@yahoo.com](mailto:abnhpmbihar@yahoo.com).

#### 2. Project Duration

- 2.1. The Project will be awarded for a period of **1 year** from the date of agreement and may be extended for **2 more years** based on the requirements and satisfactory performance of work done by the agency and any other conditions mutually agreed by the service provider and BSSS. Any extension shall not be the right of the agency.

#### 3. Payment Terms

- 3.1. The financial bid submitted by the Agency shall remain firm for the entire duration of the project.
- 3.2. The payment will be made within 30 days of receipt of invoice, against the invoices (As prescribed under GST Act) raised on the basis of the payment milestones given below in reference to Clause 4 of Section V:

| Audit Periods                         | Report and Invoice Submission Date* | Payemnt Milestones (% of contract amount) |
|---------------------------------------|-------------------------------------|---|
| Sep'18 to Mar'21 and Apr'21 to Jun'21 | 30st Sep'21                         | 30%                                       |
| Jul'21 to Sep'21                      | 31st Dec'21                         | 15%                                       |
| Oct'21 to Dec'21                      | 31st Mar'22                         | 20%                                       |
| Jan'22 to Mar'22                      | 30th Jun'22                         | 25%                                       |

If applicable, GST on amount payable by the Authority will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates.

**Note: 10% of the contract amount shall be retained as retention money.**

**\*These are tentative timelines, which may be revised factoring the date of execution of contract.**

- 3.3. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice.
- 3.4. The payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws.
- 3.5. The payments will be made through RTGS/NEFT within 30 days of receipt of invoice and supporting reports, after necessary verifications & deducting penalties (if any). In case the payment is delayed in document verification, beyond 30<sup>th</sup> day after receipt of claims with relevant documentary evidences, in the format as shared by the BSSS, 80% of the payment shall be released by default on the 31<sup>st</sup> day, and the remaining payment shall be released after verification of the documents, and deduction of any applicable penalties, within 60 days.

#### **4. Performance Review & Penalty provisions**

##### **4.1. Reporting**

- 4.1.1. The bidder/agency shall furnish a comprehensive analysis report, along with the invoice, and as and when requested by the Authority.
- 4.1.2. The report specified in the above clause shall state in reasonable detail the compliance of the Project with all the Key Performance Indicators (KPIs) along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Project.
- 4.1.3. The parameters will be used to assess the performance of the bidder/ agency and penalty will be imposed, as and where applicable.
- 4.1.4. If the Agency fails to complete services in full-conformity with this tender/ contract agreement, within the timelines mentioned in **Section V Clause 4**, the Authority shall, without prejudice to other remedies under the contract, levy a penalty of 1% of amount payable for each day of delay for concerned assignment.
- 4.1.5. If the selected agency fails to deliver the audit reports even beyond 60 days of the timelines as mentioned in **Section V Clause 4**, the contract may be terminated, and the selected agency may be blacklisted along with the forfeiture of performance security and any agreement amount payable , to which, the selected agency shall have no claims.
- 4.1.6. **An amount equivalent to 10% of the contract amount shall be retained at the end of the contract** against accuracy check of the performance/internal audit carried out by the firm and the same will be released after the completion of 1 year from the date of audit report submission only after it is ascertained that no adverse reports are received.
- 4.1.7. The penalties would be imposed for each occurrence as per the details mentioned in the sub-identified Key Performance Indicators (KPIs) & Penalties listed in "**Appendix B**". However, in addition, performance security can be forfeited by the BSSS, in case of non-compliance of contractual obligations. BSSS may forfeit the Performance Security either in whole or in part.
- 4.1.8. If the required constitution of the team is not deployed the state may take appropriate action as it deems fit (including blacklisting of the firm) against the firm, keeping the NHA informed.

##### **4.2. Monitoring**

- 4.2.1. Quarterly review of performance and observance of contractual compliance may be carried out by a committee appointed by the BSSS.
- 4.2.2. Notwithstanding anything contained in above clause, the BSSS shall have the right to review/inspect at any time, as it may deem fit, the working and management of the Selected Agency, and the process of

audit adopted by the agency. The bidder/agency shall facilitate and provide assistance to the officers of the BSSS in such inspection.

#### **5. Signing of the contract**

The agreement between BSSS and the selected agency should be executed within 21 days of the issue of the Letter of Acceptance (LoA). The selected agency will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfillment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

#### **6. Start of Services**

6.1. The selected agency shall commission and commence audit, in full conformity to the contract, within 15 days of signing of the contract.

6.2. If the selected agency fails to start services in full-conformity with this tender/ contract agreement even beyond 30 days of the timeline as mentioned in the above Clause 6.1 of this Section, the contract may be terminated, and the selected agency may be blacklisted for 3 (three) years along with the forfeiture of performance security.

#### **7. Sub-Contracts**

Sub-letting/ Sub-contracting of the contract would not be allowed under any circumstances, and the contract may be terminated in case the bidder/ agency sublets or sub-contracts its liabilities/ responsibilities/ obligations under the contract to other. Penal action may also be taken against the bidder/agency. Notwithstanding the aforesaid, the bidder/agency has a right to subcontract the services as mentioned below:

- a) Recruitment service and Payroll management of employees
- b) Hardware and software procurement and their maintenance

If the agency wants to sub-contract any additional non-core activities, the same should be done only upon due approval from the BSSS. Agency shall submit the sub-contracting request to BSSS, alongwith the details of selected concerned agency, and the BSSS shall have the right to reject the concerned sub-contractor, if deemed unsuitable or under qualified for the project.

#### **8. Modification to Contract**

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

#### **9. Performance Security**

- 9.1. The successful bidder/ agency shall have to furnish a performance security in the shape of a Bank Guarantee/ Internet Banking/ Demand Draft issued by a scheduled Bank in favour of BSSS for an amount of Rs. 300000/- (Three lakh Rupees only). If submitted in form of a demand draft, it should be in favour of "The CEO, Bihar Swasthya Suraksha Samiti" payable at Patna. If transferred through e-payment mode (i.e. NEFT/ RTGS/ Internet Banking) it should be transferred to the bank account of Bihar Swasthya Suraksha Samiti (BSSS) as per the bank account details mentioned in Clause 8 Section 1. If submitted in form of Bank guarantee, it shall be as per proforma at "Annexure-F" and remain valid for a period, which is six months beyond the date of expiry of the contract.
- 9.2. The aforementioned performance security shall be submitted before signing of the contract, failing which the EMD may be forfeited and the award of contract may be cancelled.

9.3. If the bidder/agency violates or commits breach of any of the terms and conditions of contract floated from this tender document, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the BSSS and the contract may also be cancelled.

9.4. The BSSS will release the Performance Security without any interest to the agency on successful completion of contractual obligations.

#### **10. Income Tax Deduction at Source**

Income tax deduction at source shall be made at the prescribed rates from the bidder's bills under the prevailing law.

#### **11. Termination of Contract**

11.1. Any bidder/agency found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Acceptance (LoA) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder upto 3 (Three) years including the forfeiture of concerned EMD (Bid Security) and/or Performance Security.

11.2. The BSSS, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency/ bidder, terminate the contract in whole or in part, if the bidder/agency fails to perform services or for any breach/ violation of any terms as specified in the present contract or any other contractual obligations within the time period specified in the contract and the bidder/agency shall also be blacklisted, consequently the performance security may be forfeited with other consequential action warrants under the law.

11.3. Unless otherwise instructed by the BSSS, the bidder/agency shall continue to perform the contract to the extent not terminated.

#### **12. Termination for Insolvency**

If the bidder/ agency becomes bankrupt or otherwise insolvent, it will inform to the BSSS within 30 days, with written notice to terminate the contract. The BSSS reserves the right to terminate, without any compensation, whatsoever, to the bidder/agency, and the BSSS may forfeit the performance security.

#### **13. Termination by Mutual Consent**

In the event the BSSS & bidder/agency mutually agrees to terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both parties' agreement may be terminated.

#### **14. Force Majeure**

14.1. Notwithstanding the provisions contained in clauses 12 and 13, the bidder/agency shall not be liable for imposition of any such sanction so long the delay and/or failure of the bidder/agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.

14.2. For purposes of this clause, Force Majeure means an event beyond the control of the bidder/agency and not involving the bidder/agency's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

14.3. If a Force Majeure situation arises, the bidder or agency shall promptly notify the BSSS in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise



directed by the bidder or agency in writing, the bidder/agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.4. If there is delay in fulfilment of obligations of the contract due to force majeure, then for the next 60 days from the day of reporting of force majeure, no penalty will be levied on the bidder/agency. However, this period may be extended by mutual agreement with BSSS, for a maximum of 90 days.

14.5. In case due to a Force Majeure event the bidder or agency is unable to fulfil its contractual commitment and responsibility, the BSSS will notify the bidder or agency accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**15. Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

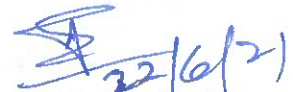
**16. Resolution of disputes**

16.1. Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.

16.2. If any further dispute arises between the parties thereupon, the same will be settled as per the existing law of land under the territorial jurisdiction of Patna only.

**17. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force, and the Courts at Patna, Bihar will have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.



Administrative Officer,  
Bihar Swasthya Suraksha Samiti

## MAJOR POINTS RELATED TO PERFORMANCE/INTERNAL AUDIT

### 1. Responsibilities of BSSS

- a) In the pre-bid meeting to be held, the participant firms should clearly be explained about the requirements of audit so that a quality audit is not compromised.
- b) After the completion of audit, BSSS should organize an exit meeting of the auditors to discuss the audit observations.
- c) The process of appointment of auditor will be completed within 90days probably.
- d) Audit Report as per Appendices of the NIT has to be submitted in triplicate with spiral binding along with the soft copy (PDF/Scanned) mailed to [fc.bsss@bihar.gov.in](mailto:fc.bsss@bihar.gov.in), [aoshabihar@gmail.com](mailto:aoshabihar@gmail.com) and [abnhpmbihar@yahoo.com](mailto:abnhpmbihar@yahoo.com) by 30/06/2022.

### 2. Audit Report Requirements:

i. Within 15 days of the signing of the contract. The Firm should prepare a reporting format and get the same approved by the concerned department heads and the Administrative Officer of BSSS.

ii. The Firm is expected to provide the following statements but not limited to these statements:

- a) Balance sheets showing accumulated funds of the project balances other assets of the project and liabilities, if any for FY 2018-19, 2019-20, 2020-21 and 2021-22.
- b) Income & Expenditure account for the year ending on 31st March 2019, 31<sup>st</sup> March 2020, 31<sup>st</sup> March 2021 and 31<sup>st</sup> March 2022.
- c) Receipt and Payment Account for the year ending on 31st March 2019, 31<sup>st</sup> March 2020, 31<sup>st</sup> March 2021 and 31<sup>st</sup> March 2022.
- d) Other Schedules to the Balance sheet as appropriate:
  - i. Statement of Fixed Assets in the form of a Schedule,
  - ii. Schedule of Advances (Age-wise analysis),
- e) Notes on Accounts, the accounting policies followed in the preparation of accounts of the BSSS and any other significant observation of the auditor.
- f) Auditor shall have to specify the significant observations, including internal control weaknesses for each program and also specify the institution to which these relates to enable/ facilitate appropriate follow up action.
- g) UCs as per Form 12-C of GFR 2017; duly tallied with the Income & Expenditure and expenditure on Fixed Asset during the financial years. [Attach a statement showing the details of expenditures clubbed in the Utilization Certificate tallying with the Income & Expenditure Account and Schedules forming part of it].
- h) Audit Report of the BSSS shall include audit of all the transactions of the BSSS including DIUs and selected EHCPs.
- i) In addition to the submission of individual vertical (Finance, Admin, Operations, IT and Health Care) wise reports, the Firm shall also submit the EHCP wise and DIU wise reports separately.
- j) The audit report must identify the gaps in the system and convey them to BSSS clearly. If the report misses any deliverable, the payment shall be put on hold till the submission of the revised report by the firm.
- k) Audit shall include all the components of AB-PMJAY and the other projects/schemes in pipeline which are expected to be rolled out this year.

**Annexure: A – Forwarding Letter for Technical Bid& Bidder's Undertaking**

*(To be submitted by the bidder/agency on their letter head)*

**Date:**

**From:**

[insert name of Bidder] [insert  
address of Bidder]

**To,**

The Administrative Officer,  
Bihar Swasthya Suraksha Samiti (BSSS)

**Sub: Tender for selection of an agency to conduct Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS)**

Madam/Sir,

We are submitting, herewith our tender for "Selection of an agency to conduct Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS)"

We are enclosing payment receipt Dated..... (Amount.....) towards Earnest Money Deposit (EMD), deposited into the bank account of BSSS as per the account details mentioned in the **Clause 6, Section-II of the NIT** dated.....

We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as defined in the Tender document.

We agree to keep our offer valid for the period of 180 days from the bid due date as specified in the tender document.

We submit this Letter accompanying the Technical Bid under and in accordance with the terms of the Tender Documents.

Dated this <Insert date & month> 2021

**(Signature)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Duly authorized to sign this Bid for and on behalf of <insert name of the firm>

Signature of the Tenderer .....

Seal of the Tenderer .....



## **Annexure B: Bidder Information Form**

### **1 Details of the Firm**

- i. Name:
- ii. Address of the corporate headquarters:
- iii. Corporate Identification Number:
- iv. PAN:
- v. Date of incorporation:
- vi. Date of commencement of business:
- vii. Address and contact numbers of its branch office in the State, if any:
- viii. Name and contact details of Branch Head in the State:

### **2 Details of the individual who will serve as the point of contact/communication for the Bihar Swasthya Suraksha Samiti (BSSS) for the purposes of this tender:**

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:
- v. Telephone Number:
- vi. Mobile number:
- vii. E-mail Address:
- viii. Fax Number:

### **3 Particulars of the Authorised Signatory of the Bidder:**

- i. Name:
- ii. Designation:
- iii. Company:
- iv. Address:
- v. Telephone Number:
- vi. Mobile number:
- vii. E-mail Address:
- viii. Fax Number:

**(Signature)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_ <insert name of the Firm>



### **AnnexureC: Authorization Letter for Signing of Proposal**

*(On Non-judicial stamp paper of Rs 1000/- duly attested by notary public)*

#### **POWER OF ATTORNEY**

Know all men by these present, we \_\_\_\_\_ *<name and address of the registered office of the Entity>* do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ R/o \_\_\_\_\_ *<name and address of residence>* who is presently employed with us and holding the position of \_\_\_\_\_ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, \_\_\_\_\_ for **"Selection of an agency to conduct Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS)"** (the "Project"), including signing and submission of all documents and providing information/ responses to Bihar Swasthya Suraksha Samiti (BSSS), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the ..... day of 2021.

Accepted

..... (Signature)

(Name, title and address of the Attorney)

**(Signature)**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_ *<insert name of the firm>*

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/ agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority must be enclosed in lieu of the Power of Attorney (PoA).
- (iii) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.



## **Annexure D: Financial Capacity of the Bidder – certified by the Statutory Auditor**

*[On letterhead of the Statutory Auditor]*

To:

The Administrative Officer,  
Bihar Swasthya Suraksha Samiti (BSSS),  
2<sup>nd</sup> floor, Extension Building (Annex-C)  
Old Secretariat, Patna-15

We hereby certify that the following information on the basis of revenue conciliation statements and audited Profit and Loss Statements of the financial years ended in March 2018, March 2019 and March 2020 of

<insert name of the Firm> having its registered office at <insert registered address of the Firm>.

### **A. Turnover during these financial years**

| Year       | Overall Company Turnover (in Crores of Rs.) |
|------------|---|
| FY 2017-18 |   |
| FY 2018-19 |   |
| FY 2019-20 |   |

### **Authorized Signature**

Name

Address of Auditor

Seal of the Auditor

**Note:** For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [75.00 (Seventy Five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

### **Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - i. Reflect the financial situation of the Bidder
  - ii. Be audited by a statutory auditor;
  - iii. Be complete, including all notes to the financial statements ;and
  - iv. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purpose of the NIT, "Turnover" shall mean as follows:
  - i. the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company or the partnership firm (as the case may be) during a financial year;
  - ii. the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, and grants received by the Bidder during a financial year, in case the Bidder is a trust or a society.



## **Annexure E: Declaration by Bidder**

### **Format for Affidavit certifying that Entity/ Promoter(s)/ Director(s)/ Members of Entity are not Blacklisted** **(On a Stamp Paper of INR 100/-)**

#### **Affidavit**

I, M/s <enter names and addresses of the registered office> hereby certify and confirm that we or any of our promoter(s)/ director(s) are not blacklisted/ barred/ convicted by any court of law for any criminal or civil offences/ declared ineligible by Bihar Swasthya Suraksha Samiti (BSSS) or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission (upload) of online bidding document.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/ director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We understand that our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2021.

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....



(To be stamped in accordance with Stamp Act)

Date:

The Administrative Officer,

Dear Madam/Sir,

AND WHEREAS it has been stipulated in the said contract that the service provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the project/ performance of the "selection of an agency to conduct Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS)", as per the contract. WHEREAS we ("the bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Bihar Swasthya Suraksha Samiti (BSSS) the Guarantee:

**THEREFORE, the Bank hereby agrees and affirms as follows:**

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. .... (as applicable), to the Bihar Swasthya Suraksha Samiti (BSSS), under the terms of the contract, on account of full or partial non-performance/ non-implementation and/or delayed or defective performance/ implementation. Provided, however, that the maximum liability of the Bank towards BSSS, under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from BSSS, stating full or partial non-implementation and/or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/ demur or set-off, pay to BSSS any and all sums demanded by BSSS under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from BSSS to the Bank shall be sent by Registered Post/Speed-post (Acknowledgement Due) at the following address: Attention                     <Mention the official address of the concerned bank>                    .
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 18 months from the date of execution of the contract.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
  - 4.1 Any change or amendment to the terms and conditions of the contract or the execution of any further contracts/ Agreements.

- 4.2 Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/ credit arrangement, present or future, between the bidder and the bank.
5. The Bank also agrees that the BSSS at its option, shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that BSSS may have in relation to the bidder's liabilities.
  6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the BSSS or any other indulgence shown by BSSS or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
  7. This guarantee shall be governed by the laws of India and only the courts of Patna, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Date this the ..... Day of ..... 2021.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)



## **Annexure G: Information Regarding Financial Bid**

- 1) The bidder shall submit the Financial Bid, which will be unconditional, and in-line with the terms defined in the tender document/addendum/corrigendum.
- 2) The quote submitted by the bidder shall be firm and inclusive of all the factors like Human Resource, Office Space, Hardware/Software, software license, Internet Connection, and applicable fee related to delivery of services etc. and all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. GST if applicable, will be paid by BSSS or the authorities decided by BSSS, to the agency as per the prevailing rates/ rules. The Agency will provide services at contracted rates.
- 3) An indicative form of the financial bid (available on [eproc.bihar.gov.in/BELTRON](http://eproc.bihar.gov.in/BELTRON)) is as given:

| Item  | Cost (in Rs.) |          |
|---|---------------|----------|
|   | In numbers    | In words |
| Performance/Internal Audit Fee for programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS) |               |          |

*\*Fill in sections highlighted in 'Orange'*

The Bidders are required to quote the fee up to two decimal points.

The quoted price shall be inclusive of all factors involved in successful deliver of responsibilities as per the terms defined in the tender document. This quote 'Performance/Internal Audit Fee for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS)' shall be used to identify the L1 bidder for delivering services as per the terms defined in the tender document. The bidder quoting the lowest price will be selected as the L1 bidder.

### **Note:**

- a) In case L1 bidder denies/ fails to honour the contract/ LoA, fails to provide services within prescribed timeframe, the authority shall be at freedom to negotiate with L2, L3 (in this order) responsive bidders (L3 if L2 denies), with their consent to enter into an agreement to provide services at the rates offered by L1 bidder.
- b) The quoted rate is for undertaking Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS). The quoted rates shall be firm and inclusive of all the factors like human resource, office set-up, hardware/software, management cost, applicable fee etc. and all applicable taxes & duties, excluding Goods & Services Tax (GST). GST if applicable, will be paid by the BSSS or the authorities decided by BSSS, as per the prevailing rates/ rules. The Agency will provide services at contracted rates.
- c) The financial bid has to be submitted in "online mode" only, and as per the terms and conditions mentioned in the tender document.
- d) Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in technical bid will result in rejection of the tender.

***This is just an indicative format of the financial bid, to be used for information purpose ONLY. Actual financial bid format is available on***

<https://www.eproc.bihar.gov.in/BELTRON>, and has to be submitted online through the eproc portal only. Any submissions in hard-copy will lead to rejection of the submitted bid.

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**Annexure H: Letter of undertaking for having a local office in the State**

To,  
The Administrative Officer, BSSS  
Bihar Swasthya Suraksha Samiti,  
Patna  
Bihar

Madam/Sir,

We, the undersigned offer to provide the performance/internal audit services for Bihar Swasthya Suraksha Samiti in accordance with your Request for Proposal dated [ *insert date* ]. We hereby submit our Proposal, having details about the firm and proposed audit fees.

We hereby declare that our firm is having Head/ Branch offices in the State of .....  
and is situated at .....

..... address  
proof (photocopy of letter for incorporation of firm, lease agreement, phone connection, Electric Connection etc.) of this office in the State is enclosed herewith.

We hereby also give an undertaking that the firm's staff deputed for the audit are proficient in State's local language, both in oral and written form and will be headed by the team leader( Chartered Accountant) on regular basis

We, hereby understand that any information given here if found to be false or misleading will be treated as fraud and appropriate action can be taken in this regard.

Encl:

- 1.....
- 2.....

Dated this..... Day of....., 2021.

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....





### Annexure I: Format for Curriculum Vitae (CV)

|   |  |
|---|--|
| <b>Proposed Position:</b>                       | <i>[TOR Expertise]</i>   |
| <b>Name of Firm</b>                             | <i>[Insert name of firm proposing the expert]</i>  |
| <b>Name of Expert:</b>                          | <i>[Consultant Name]</i>   |
| <b>Current Residential Address:</b>             |  |
| <b>Telephone No.:</b>                           |  |
| <b>E-Mail Address:</b>                          |  |
| <b>Date of Birth:</b>                           |  |
| <b>Citizenship:</b>                             |  |
| <b>Education:</b>                               | <i>[Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]</i>   |
| <b>Membership in Professional Associations:</b> |  |
| <b>Other Trainings:</b>                         | <i>[Indicate significant training since degrees under 5 - Education were obtained]</i>   |
| <b>Countries of Work Experience:</b>            | <i>[List countries where expert has worked in the last 10 years]</i>   |
| <b>Languages:</b>                               | <i>[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]</i>   |
|   | Hindi:   |
|   | English:   |
| <b>Employment Record</b>                        | <i>[Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment (see format here below): dates of employment, name of employing organization, positions held.]</i> |
| <b>6th Employment</b>                           | From <i>[Month/Year]</i> :   |
|   | To <i>[Month/Year]</i> :   |
|   | Employer:  |
|   | Positions held:  |
| <b>5th Employment</b>                           | From <i>[Month/Year]</i> :   |
|   | To <i>[Month/Year]</i> :   |
|   | Employer:  |
|   | Positions held:  |
| <b>4th Employment</b>                           | From <i>[Month/Year]</i> :   |
|   | To <i>[Month/Year]</i> :   |
|   | Employer:  |
|   | Positions held:  |
| <b>3rd Employment</b>                           | From <i>[Month/Year]</i> :   |
|   | To <i>[Month/Year]</i> :   |
|   | Employer:  |
|   | Positions held:  |

|  |  |
|--|--|
| <b>2nd Employment</b>  | From [Month/Year]:   |
|  | To [Month/Year]:   |
|  | Employer:  |
|  | Positions held:  |
| <b>1st Employment</b>  | From [Month/Year]:   |
|  | To [Month/Year]:   |
|  | Employer:  |
|  | Positions held:  |
| <b>Detailed Tasks Assigned</b>                                       | <b>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>   |
| [List all tasks performed related to requirement of this assignment] | [Among the assignments in which the has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line Scope of Work] |
| <b>6th Assignment</b>  | Name of assignment or project:   |
|  | Month and Year:  |
|  | Location:  |
|  | Client:  |
|  | Main project features:   |
|  | Positions held:  |
|  | Activities performed:  |
| <b>5th Assignment</b>  | Name of assignment or project:   |
|  | Month and Year:  |
|  | Location:  |
|  | Client:  |
|  | Main project features:   |
|  | Positions held:  |
|  | Activities performed:  |
| <b>4th Assignment</b>  | Name of assignment or project:   |
|  | Month and Year:  |
|  | Location:  |
|  | Client:  |
|  | Main project features:   |
|  | Positions held:  |
|  | Activities performed:  |
| <b>3rd Assignment</b>  | Name of assignment or project:   |
|  | Month and Year:  |
|  | Location:  |
|  | Client:  |
|  | Main project features:   |
|  | Positions held:  |
|  | Activities performed:  |
| <b>2nd Assignment</b>  | Name of assignment or project:   |
|  | Month and Year:  |
|  | Location:  |
|  | Client:  |

|   |                                |
|---|--------------------------------|
|   | Main project features:         |
|   | Positions held:                |
|   | Activities performed:          |
| <b>1st Assignment</b>   | Name of assignment or project: |
|   | Month and Year:                |
|   | Location:                      |
|   | Client:                        |
|   | Main project features:         |
|   | Positions held:                |
|   | Activities performed:          |
| <b>Certification</b>  |                                |
| I, the undersigned, certify to the best of my knowledge and belief that   |                                |
| (i) This CV correctly describes my qualifications and experience;   |                                |
| (ii) I am not a current employee of the Executing or the Implementing Agency;   |                                |
| (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the NIT provided team mobilization takes place within the validity of this proposal;   |                                |
| (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;   |                                |
| (v) I am not currently debarred by a multilateral development bank or temporarily suspended by ADB;   |                                |
| (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the <i>[insert name of project and contract]</i> . I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.   |                                |
| <i>If the CV is signed by the firm's authorized representative, insert:</i>   |                                |
| (vii) I, as the authorized representative of the firm submitting this Proposal for the <i>[insert name of project and contract]</i> , certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above. |                                |

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (Name)



# APPENDICES

## **Appendix A: Roles and Responsibilities of Implementation Support Agency**

The Implementation Support Agency agrees to undertake the following tasks which are necessary for successful implementation of the Scheme. The tasks given below are indicative only not exhaustive.

- a) Processing of pre-authorization requests related to the scheme from the empanelled hospitals. Scrutiny and approval of preauthorization requests if all the conditions are fulfilled, as per TAT provided in Schedule 12 (*Schedule 12 shall be shared with the selected agency after the execution of contract*).
- b) Scrutinize the bills from the network hospitals (i.e. ensuring charges are as per the package rates, relevant documents are provided etc.) and give recommendation for the sanction of the bill and forward it to the State Health Agency within 8 days of receipt of complete claim so that the SHA can release the applicable payment within 15 days of receipt of the bills from the network hospitals Implementation Support Contract Bihar Swasthya Suraksha Samiti.
- c) Fraud detection and control including providing a team with adequate manpower to undertake spot checks, investigations, analyze data for analyzing patterns, frauds and taking actions against the hospitals to prevent and detect fraud including but not limited to preventing beneficiary fraud and ensuring that no fraudulent claim is processed for payment.
- d) Set up a fully operational Project and district office within TAT mentioned in Schedule 12 (*Schedule 12 shall be shared with the selected agency after the execution of contract*).
- e) Provide staff as detailed in Schedule 15 (*Schedule 15 shall be shared with the selected agency after the execution of contract*).
- f) Conduct audit as per Anti-Fraud Guidelines
- g) Comply with the orders of the concerned Grievance Redressal Committee should an order be issued against the ISA itself.
- h) To undertake feedback functions which include designing feedback formats, collecting data based on those formats from different stakeholders like AB PM-JAY beneficiaries, the EHCPs etc., analysing the feedback data and recommending appropriate actions.
- i) Abide by the terms and conditions of the Implementation Support Contract through out the tenure of the Contract.
- j) Ensuring that the contact details of the State Coordinator of the Implementation Support Agency and the nodal officer of the EHCP (as the case may be) are updated on the AB PMJAY website.

### **Other Responsibilities**

The ISA shall mandatorily complete the following activities before commencement of services:

- a) State and district offices are set up and functional



- b) Ensuring that contact details of the District Coordinator of the ISA, and the nodal officer of the other service providers appointed by the ISA are provided to BSSS before the commencement of services.





### Appendix B: Key Performance Indicators (KPIs)

| S.No. | Deliverable  | Benchmark   | Penalty (as % of invoice)   |
|-------|--|---|---|
| 1.    | Timely completion of Performance/Internal Audit for all programs being implemented under Bihar Swasthya Suraksha Samiti (BSSS) | As per the timelines mentioned in Section V Clause 4.           | 1% of amount payable for each day of delay.   |
| 2.    | Authenticity of the Audit Reports submitted to BSSS  | As per the terms/conditions and timelines mentioned in this NIT | 5% of the amount payable per report, if any error is found in the submitted reports through any source within 6 months of concerned report submission. The Firm will also be required to fix that error/s within 6 months of finding error/s. |

'KPIs' mentioned above shall be the primary source for calculating any/ all penalties; however, this shall not be limiting, and BSSS may choose to impose penalties based on any other source of evidence also, if so identified.

The selected agency shall submit the invoice taking into consideration any applicable penalties (except those based on BSSS audit(s), if applicable). However, BSSS shall triangulate these penalties with the data available through alternate sources, and share any modifications with the agency, for submission of updated invoice.



**Appendix C: Monthly statement of receipt and payment received from  
EHCPs**

| Receipt and payment status under ABPMJAY as on ..... (Last day of month) |   |  |                      |
|--|---|--|----------------------|
| District Name  |   |  |                      |
| Hospital Name  |   |  |                      |
| Hospital ID  |   |  |                      |
| Hospital Contact No  |   |  |                      |
| Official E-mal id  |   |  |                      |
| Type of Hospital<br>(PHC/CHC/SDH/RH/DH<br>/MC/SSH/RLY/ARMY)              |   |  |                      |
| Name of Bank Account   |   |  |                      |
| Account No.  |   |  |                      |
| IFSC Code  |   |  |                      |
| Name of Bank & Address   |   |  |                      |
| Method of Books of Accounts<br>maintenance<br>(Automatic/Manual/Both)    |   |  |                      |
|  |   |  | <b>Amount in Rs.</b> |
| 1  | Received claims reimbursement under AB-PMJAY till last day of month (28/29/30/31) |  |                      |
| 2  | Opening Balance on 1st day of month   |  |                      |
| 3  | Received Claim reimbursement during current month                                 |  |                      |
| 4  | Interest earned as on last day of month   |  |                      |
| 5  | Expenditure (In INR)  |  |                      |
|  | <b>A. Incentive</b>   |  |                      |
|  | i.a. ASHA Incentive   |  |                      |
|  | i.b. Staff Incentive  |  |                      |
|  | i.c. Arogya Mitra   |  |                      |
|  | i.d. Other  |  |                      |
|  | <b>Sub Total (i.a+i.b+i.c+i.d)</b>  |  |                      |
|  | <b>B. Hospital Infrastructure</b>   |  |                      |
|  | ii.a. Civil Infrastructure (construction/bed/ etc)                                |  |                      |
|  | ii.b. Purchase of Medical   |  |                      |

|   |   |   |  |
|---|---|---|--|
|   |   | Equipment's/pathology                                 |  |
|   |   | ii.c. Expenditure on Arogya Mitra                     |  |
|   |   | ii.d. Expenditure on expert medical experts           |  |
|   |   | ii.e. Other   |  |
|   |   | <b>Sub Total (ii.a+ii.b+ii.c+ii.d+ii.e)</b>           |  |
|   |   | <b>C. Consumables</b>                                 |  |
|   |   | iii.a Expenditure on consumables during treatment     |  |
|   |   | iii.b. Other  |  |
|   |   | <b>Sub Total (iii.a+iii.b)</b>                        |  |
|   |   | <b>D. others expenditure (please specify clearly)</b> |  |
|   |   | iv.a  |  |
|   |   | iv.b  |  |
|   |   | <b>Sub Total (iv.a+iv.b)</b>                          |  |
| 6 | <b>Total Expenditure (5A 5B+5C+5D)</b>                |   |  |
| 7 | Unspent Balance as on last day of the month (2+3+4-5) |   |  |
|   |   |   |  |

**Note :** PHC-Primary Health Center  
CHC-Community Health Center  
SDH-Sadar District Hospital  
RH-Referral Hospital  
DH-District Hospital  
MC-Medical College  
SSH-Super Specialty Hospital  
RLY-Railway Hospital  
ARMY-Army Hospital

**Signature & Seal of  
Hospital In-charge/  
AB-PMJAY In-charge**



### **Appendix D: List of 12 Selected Public EHCPs**

| <b>Hospital Type</b>            | <b>Hospital Name</b>      | <b>District</b>    |
|---------------------------------|---------------------------|--------------------|
| <b>Medical College Hospital</b> | S.K.M.C.H                 | Muzaffarpur        |
|                                 | GMCH Bettiah              | Pashchim Champaran |
| <b>District Hospital</b>        | Sadar Hospital Purnia     | Purnia             |
|                                 | District Hospital Saran   | Saran              |
| <b>Sub-District Hospital</b>    | SDHDalsingsarai           | Samastipur         |
|                                 | SDH Barh                  | Patna              |
| <b>CHC</b>                      | PHC CHC Bachwara          | Begusarai          |
|                                 | CHC Sonbarsa              | Sitamarhi          |
| <b>Referral Hospital</b>        | Referral Hospital Tajpur  | Samastipur         |
|                                 | Referral Hospital Jokihat | Araria             |
| <b>PHC</b>                      | PHC Jandaha               | Vaishali           |
|                                 | PHC BARH                  | Patna              |

Note: The List of EHCPs may be changed while executing the contract but the total number will remain same, i.e., 12 EHCPs