



राज्य स्वास्थ्य समिति, बिहार



CORRIGENDUM-3 (Extension of Schedule of Event)

1. This is with reference to the Notice Inviting Tender (NIT) Reference No.: 25/SHSB/Statutory Audit for Financial Year (FY) 2019-20/2019-20 for appointment of Statutory Auditor for the Financial Year(FY) 2019-20 for the State Health Society, Bihar (SHSB) and District Health Societies (DHS(s)) in all the 38 districts, 09 Regional Program Management Units and all Medical College & Hospitals (MCHs) in the state of Bihar for audit of all programmes under National Health Mission(NHM) and non-NHM in the state of Bihar, published in leading newspapers [PR.17950 (Ni.Ni.) 2019-20] and uploaded on the website "http://www.eproc.bihar.gov.in/BELTRON" and "statehealthsocietybihar.org".
2. Due to further extension of lockdown with respect to COVID-19 pandemic, it has been decided to conduct the pre-bid meeting online through video conferencing portal (Zoom or any other web-based application). Therefore, the schedule of events is being amended as follows:-

Page No.:3, Clause-4, Schedule of Events and Corrigendum issued on 01.04.2020 & 28.04.2020.	Sno.	Event Description	Timeline	Sno.	Event Description	Timeline
	4.1	Last date & time of downloading the RFP	Till 01/06/2020 (Monday) up to 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).	4.1	Last date & time of downloading the RFP	Till 15/06/2020 (Monday) up to 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).
	4.2	Last date & time for submission (upload) of online bidding document.	02/06/2020 (Tuesday) till 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)	4.2	Last date & time for submission (upload) of online bidding document.	16/06/2020 (Tuesday) till 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
	4.3	Time, Date of opening of Technical Bid	03/06/2020 (Wednesday) at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)	4.3	Time, Date of opening of Technical Bid	17/06/2020 (Wednesday) at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
	4.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)	4.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
	4.5	Pre -Bid meeting (Date & Time)	19/05/2020 (Tuesday) at 11:00 AM	4.5	Pre -Bid meeting (Date & Time)	29/05/2020 (Friday) at 11:00 AM
	4.6	Pre-Bid meeting venue	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna - 800014.	4.6	Pre-Bid meeting venue	Pre-Bid meeting will be conducted online through video conferencing portal. Details will be uploaded on SHSB website and on e-procurement portal https://www.eproc.bihar.gov.in/BELTRON . Kindly keep following the portal for updates.

3. All changes/ modifications in NIT & clause 3 of Corrigendum issued on 01.04.2020 & 28.04.2020 as above are binding to all bidders.

4. Other terms and conditions of the NIT shall remain the same.

Executive Director



राज्य स्वास्थ्य समिति, बिहार



CORRIGENDUM

1. This is with reference to the Notice Inviting Tender (NIT) Reference No.: 25/SHSB/Statutory Audit for Financial Year (FY) 2019-20/2019-20 for appointment of Statutory Auditor for the Financial Year(FY) 2019-20 for the State Health Society, Bihar (SHSB) and District Health Societies (DHS(s)) in all the 38 districts, 09 Regional Program Management Units and all Medical College & Hospitals (MCHs) in the state of Bihar for audit of all programmes under National Health Mission(NHM) and non-NHM in the state of Bihar, published in leading newspapers [PR.17950 (Ni.Ni.) 2019-20] and uploaded on the website "http://www.eproc.bihar.gov.in/BELTRON" and "statehealthsocietybihar.org".
2. Due to lockdown announced with respect to COVID-19 pandemic, the schedule of events is being amended as follows:-

Page No.:3, Clause-4, Schedule of Events	Sno.	Event Description	Timeline	Sno.	Event Description	Timeline
	4.1	Last date & time of downloading the RFP	Till 15/04/2020 (Wednesday) up to 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).	4.1	Last date & time of downloading the RFP	Till 11/05/2020 (Monday) up to 05:00 PM, on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).
	4.2	Last date & time for submission (upload) of online bidding document.	16/04/2020 (Thursday) till 05:00 PM, on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)	4.2	Last date & time for submission (upload) of online bidding document.	12/05/2020 (Tuesday) till 05:00 PM, on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
	4.3	Time, Date of opening of Technical Bid	17/04/2020 (Friday) at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)	4.3	Time, Date of opening of Technical Bid	13/05/2020 (Wednesday) at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
	4.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)	4.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
	4.5	Pre -Bid meeting (Date & Time)	03/04/2020 (Friday) at 11:00 AM	4.5	Pre -Bid meeting (Date & Time)	29/04/2020 (Wednesday) at 11:00 AM
	4.6	Pre-Bid meeting venue	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna - 800014.	4.6	Pre-Bid meeting venue	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna - 800014.

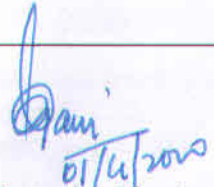
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Amendment related to Schedule of submission of Statutory Audit Reports of DHS, RPMU, MCH and SHS:-

Page No./ Clause	As per RFP published		Amendment
Page No.-19 Clause-8.2, Schedule of submission of Statutory Audit Reports of DHS, RPMU, MCH and SHS	Particulars	Timeline	<ol style="list-style-type: none"> 1. The timeline hereby mentioned in the clause will be announced later. 2. The amended timeline will be applicable to all the clauses/provisions/penalty clauses, etc., wherever mentioned in the RFP.
	Audit of all Health Institutions across Bihar under NHM.	Team of Auditors shall start visiting the facilities from 4 th May 2020 and shall be completed by 15 th June 2020.	
	Submission of consolidated Draft Audit Report	On or before 25 th June 2020.	
	Submission of final consolidated Audit Report along with Utilisation Certificates and Audit Report of District, RPMU and Medical Colleges	On or before 30 th June 2020.	

4. All changes/ modifications in NIT as above are binding to all bidders.

5. Other terms and conditions of the NIT shall remain the same.


 Executive Director,
 State Health Society Bihar



STATE HEALTH SOCIETY, BIHAR



Pariwar Kalyan Bhawan, Sheikhpura, Patna-14

GOVERNMENT OF BIHAR.
DEPARTMENT OF HEALTH

e-tender (NIT) Reference No.: -25/SHSB/Statutory Audit for Financial Year (FY) 2019-20/2019-20

Notice Inviting Tender (NIT) for appointment of Statutory Auditor for the Financial Year(FY) 2019-20 for the State Health Society, Bihar (SHSB) and District Health Societies (DHS(s)) in all the 38 districts, 09 Regional Program Management Units and all Medical College & Hospitals (MCHs) in the state of Bihar for audit of all programmes under National Health Mission(NHM) and non-NHM in the state.

e-Procurement Mode Only

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

ACRONYMS

ACA	Associate Chartered Accountant
BE	Budgeted Envelope
C&AG	Comptroller & Auditor General of India
DH	District Hospital
DHIS	District Health Information Software
DSC	Digital Signature Certificate
COP	Certificate of Practice
FCA	Fellow Chartered Accountant
FMR	Financial Management Report
FMIS	Financial Management Information System
FY	Financial Years
GoB	Government of Bihar
GoI	Government of India
GST	Goods and Services Tax
ICAI	The Institute of Chartered Accountants of India
LCS	Least Cost Selection
MCH	Medical College & Hospital
MoHFW	Ministry of Health and Family Welfare
NHM	National Health Mission
NIT	Notice Inviting Tender
PSU	Public Sector Units
RE	Resource Envelope
PIP	Programme Implementation Plan
PPP	Public Private Partnership
QCBS	Quality and Cost Based Selection
RoP	Record of Proceedings
RH	Referral Hospital
RoC	Registrar of Companies
SDH	Sub-Divisional Hospital
SHSB	State Health Society, Bihar
SOE	Statement of Expenditure
PoA	Power of Attorney
TPF	Tender Processing Fee
UC	Utilization Certificate

SECTION- I

NOTICE INVITING TENDERS

1. The State Health Society, Bihar(SHSB), Patna intends to appoint Statutory Auditor for the Financial Year(FY) 2019-20 for the State Health Society, Bihar (SHSB) and District Health Societies (DHS(s)) in all the 38 districts and 09 Regional Program Management Units and all Medical College & Hospitals (MCHs) in the state of Bihar for audit of all programmes under National Health Mission(NHM) and non-NHM in the state.
2. The State Health Society, Bihar (SHSB) invites proposal from Chartered Accountant (CA) firms those are empanelled with Comptroller & Auditor General of India (C&AG) for the year 2019-20 and eligible for conducting major Public Sector Undertaking (PSU) audit, only will be eligible for doing the statutory audit of State and District Health Society under the National Health Mission for the FY 2019-20.
3. 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>, and may contact the helpdesk at the following address, "e-Procurement HELP DESK, 1st 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 SHSB.

4. Schedule of Events

Sno.	Event Description	Timeline
4.1	Last date & time of downloading the RFP	Till 15/04/2020 (Wednesday) up to 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON).
4.2	Last date & time for submission (upload) of online bidding document.	16/04/2020 (Thursday) till 05:00 PM , on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
4.3	Time, Date of opening of Technical Bid	17/04/2020 (Friday) at 11:00 AM on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
4.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://www.eproc.bihar.gov.in/BELTRON)
4.5	Pre -Bid meeting (Date & Time)	03/04/2020 (Friday) at 11:00 AM
4.6	Pre-Bid meeting venue	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna - 800014.

Note –i) Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) from the office of State Health Society, Bihar.

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

5. The bidders may also download the tender documents (a complete set of document is available on website) from e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) and submit its tender by using the downloaded document.
6. The State Health Society, Bihar (SHSB), shall be following Quality and Cost Based Selection (QCBS) for selection of statutory auditor for the financial year (FY) 2019-20.

7. Tender Processing Fee (TPF) amount for the sum of Rs. 1,180/- (One thousand one hundred and eighty rupees) to be paid by the agency/bidder through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit / Debit Card) only, to the agency empaneled by Government of Bihar for centralized e-Procurement.
8. The technical and financial bids must be submitted through e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>) on or before the date and time specified in the NIT. The SHSB 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."
9. 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.
10. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate / documents in the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>).
11. The Bidding documents shall be submitted in the mode as mentioned below:

(1) Technical Bid	Online (Cover-Technical Stage)
(2) Financial Bid	Online (Cover-Cost Bid Stage)

12. The technical bids will be opened (in e-mode/online) on the date **17/04/2020 (Friday) at 11:00 AM**. In the event of any of the above-mentioned day being declared a holiday/closed day for the State Health Society, Bihar (SHSB), the bids will be opened in the next working day at the scheduled time.
13. The bids must be uploaded (e-mode/online) at the e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>).
14. The minimum payable audit fees for the audit work should not be less than INR 3,80,000/- (Three Lakh Eighty Thousand Rupees) including TA/DA but excluding GST as applicable. This minimum payable audit fees worked out on the basis of average audit fees, paid during the last three financial years. Bid received lower than the said amount from the CA Firms will not be considered for further evaluation and selection process.
15. The SHSB 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.
16. For further enquiry and information, please contact to the following officer(s) during office hours 9:30 AM to 6:00 PM.

I. Shri Manoj Kumar Safi, State Accounts Manager (SAM), SHSB (+91-9473191939)

17. All further notifications/Corrigendum/Addendum, if any shall be posted on e-Procurement Portal (<https://www.eproc.bihar.gov.in/BELTRON>).

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 State Health Society, Bihar (SHSB). The actual value of the project depends on the L1 rate decided by this tender and therefore due to this, 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.

Executive Director

State Health Society, Bihar

INSTRUCTIONS TO BIDDER (ITB)**1. General Instructions**

1. The bidder should prepare and submit its offer as per instructions given in this section.
2. For this tender, the words Agency, Applicant, Bidder, Service Provider, Tenderer, Statutory Auditor, Chartered Accountant firm shall all mean the same, if not stated otherwise.
3. Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.

3.1 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, 1st 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://eproc.bihar.gov.in/BELTRON> and also inform this to SHSB. The prospective bidder is required to click on the link for e-Tendering site as given on the SHSB web portal.

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

3.3 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.

3.4 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 4** in Notice Inviting Tender(NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).

3.5 Before preparing the tender and submitting the same to the SHSB, 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.

3.6 The tenders submitted only for 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.)

3.7 The prices quoted for audit, shall be firm and inclusive of all the factors like salaries of the manpower appointed by the agency and deployed in the project, Travelling Allowances(TA)/(Dearness Allowance)DA, and all other statutory payments related to the project, 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 State Health Society (SHSB) as per the prevailing rates/rules.

3.8 The technical bid (technical and financial details of the bidder/agency) shall be submitted till the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender as mentioned in **Clause 4, Notice Inviting Tender (NIT)**) shall not be consider and would be summarily rejected.

2. Visit to site

The interested bidder may visit State Health Society, Bihar (SHSB), where the services are to be rendered during 10.00 AM TO 5.00 PM on all working days till last date of sale of tender as given in the tender schedule. The State Health Society Bihar (SHSB) shall not be liable for any expenditure incurred in such inspection or in the preparation of the bid(s).

3. 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 State Health Society, Bihar (SHSB) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

4. 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.

5. Amendments to Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the SHSB 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 SHSB will not issue separate communication to them. The SHSB shall not be responsible in any manner if prospective Bidders miss any notifications relating to the NIT concerned placed on mentioned eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON>.

6. Pre-Bid Meeting

6.1 In order to provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of SHSB as per details given hereunder:

Date & Time:	03/04/2020 (Friday) at 11:00 AM
Venue:	Conference Hall, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna
Contact persons:	Shri Manoj Kumar Safi, State Accounts Manager (SAM), SHSB – (+91-9473191939)

6.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next day. The State Health Society, Bihar (SHSB) shall upload written response on the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> to such requests for

clarifications, without identifying its source. In case required, amendments, in terms of **Para 5, Section II** above shall be issued, which shall be binding on all prospective bidders.

7. Clarifications to Tender Documents

- 7.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to **Shri Manoj Kumar Safi, State Accounts Manager**, by post/email ID: **samshsbihar@gmail.com** within 1 (one) day of date of pre-tender meeting.
- 7.2 In the event, of the above-mentioned day being declared as a holiday/closed day for the State Health Society, Bihar (SHSB), the prospective bidders can submit written request for clarifications, by 1800 hrs. on the next working day.
- 7.3 All the prospective bidders will be notified of response to 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 SHSB will not issue separate communication to them.
- 7.4 The SHSB 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>.

8. Preparation of Tender

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

(1) Technical Bid	Online (Cover-Technical Stage)
(2) Financial Bid	Online (Cover-Cost Bid Stage)

- 8.2 **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 pre-qualification bid, or technical bid will result in rejection of the tender.**

- 8.3 The tender shall be duly signed by the authorized person duly approved by the appropriate authority in terms of **Appendix B**, at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialed 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 initialed by the person(s) signing the tender. The entire document being part of tender document should be page numbered. The Authorization Letter shall also be furnished along with the tender, as per the **Appendix B**.

- 8.4 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 SHSB shall, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages thereof.

- 8.5 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.

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

1) Technical Proposal Covering Letter, as per "**Appendix A**".

- 2) Authorization Letter for signing of proposal/tender in favour of signatory to tender documents as per “**Appendix B**”.
- 3) Assignments of Audit successfully completed, as per “**Appendix C**”
- 4) Particulars of the bidders, as per “**Appendix D**”
- 5) Self-attested copy of Firm Constitution Certificate issued by Institute of Chartered Accountants of India (ICAI) as on the date of RFP.
- 6) Self-attested copy of the empanelment certificate issued by Comptroller & Auditor General of India for the financial year (FY) 2019-20.
- 7) Self-attested copy of audited financial statement i.e. Audited Profit & Loss Account along with audited balance sheet, as mentioned in the Eligibility criteria along with all Appendix’s as mentioned in the tender document, for the last 3 financial years (FY) **2016-17, 2017-18 and 2018-19**.
- 8) Self-attested copy of the Income Tax Returns (ITR) for three assessment years (AY) i.e. **2017-18, 2018-19 and 2019-20**.
- 9) Self-attested copy of the PAN
- 10) Self-attested copy of the GST registration certificate.
- 11) A duly notarized declaration from the bidder in the format given in the “**Appendix-E**” to the effect that the firm has neither been declared as defaulter or black-listed or declared ineligible.
- 12) Self-attested copy of the work order/experience certificate/agreement, ascertaining, the bidders/agency’s experience of conducting Internal/Statutory/Concurrent Audit of Government (Central/State) sector or PSUs as details provided in “**Appendix C**”.

9. Tender Submission

- 9.1 The State Health Society, Bihar (SHSB) will open the tenders at the date and time as indicated in **Clause 4 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 State Health Society, Bihar (SHSB), the tenders will be opened in online mode, on the next working day.
- 9.2 Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID) in Mandatory Documents Link present in the eProcurement Portal <https://www.eproc.bihar.gov.in/BELTRON> failing which the bid will not be considered for technical evaluation.
- 9.3 The technical evaluation shall be done only on the basis of required documents/papers submitted by the bidder on e-Procurement Portal <https://www.eproc.bihar.gov.in/BELTRON>.
- 9.4 The financial bids of bidders whose Technical bids are found technically responsive 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.
 - 9.4.1 No bidder can place more than one bid in any form.
 - 9.4.2 The Bidder has to give a single bid taking into consideration all the conditions as laid down in this tender document.
- 9.5 The date fixed for opening of financial bids, if subsequently declared as holiday by the SHSB, 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.

SECTION –III

EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the SHSB to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible and qualified as per criteria laid down in the tender documents. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the SHSB 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, who qualify on technical bid, will be considered and opened.

2. Infirmary/Non-Conformity

The SHSB may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the SHSB 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 SHSB, 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 SHSB, the tender is liable to be ignored/rejected.

4. Bidder's capability to perform the contract

The SHSB, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive bidder, is eligible, qualified and capable in all respects to perform the contract satisfactorily. In such conditions, decision of the SHSB shall be final and binding on the bidders.

5. Contacting the State Health Society, Bihar (SHSB)

5.1) From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the SHSB for any reason relating to its tender, it should do so only in writing.

5.2) In case a bidder attempts to influence the SHSB, on the SHSB'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 appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the SHSB.

6. Bid Clarification

6.1) To facilitate evaluation of Proposals, the SHSB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the SHSB reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.

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

7. Fraud and Corrupt Practices

7.1) The Applicants 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 SHSB may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

7.2) Without prejudice to the rights of the SHSB hereinabove, if an Applicant is found by the SHSB 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 Applicant shall not be eligible to participate in any tender or RFP issued by the SHSB during a period of 5 (Five) years from the date such Applicant is found by the SHSB 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.

7.3) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

7.3.1 **"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 SHSB who is or has been associated in any manner, directly or indirectly, with the Selection Process.

7.3.2 **"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.

7.3.3 **"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.

7.3.4 **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the SHSB 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

7.3.5 **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8 Award of Contract

8.1 The SHSB 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 final selection of the agency/bidder per assignment shall be as per the Quality and Cost Selection (QCBS) method. The Technical evaluation of the bidders, shall have a weightage of the 80% and the financial evaluation shall have 20% weightage, respectively, the contract will be

awarded to the bidder/service provider whose combined score is the highest, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per **Section V**.

8.3 Technical Score, Financial Score and Combined Score will be calculated as mentioned below:

- A. Technical Score:** A Tender Evaluation Committee shall be formed by the SHSB to evaluate the submitted Bids. Technical proposals of only those bidders who are found eligible as per the eligibility criteria defined in the tender document, will be considered for Combined Technical & Financial Score (CTFS) evaluation. The bidder must achieve at least technical score of 65 to qualify on technical parameters, otherwise their financial bid will not be considered for further evaluation. The criteria of computation of technical score of each agency/bidder is mentioned below as an example only.

Name of the Bidder	Technical Marks Obtained	Technical Score (TS= T/T(High)*100)
A	90	(90/90) *100= 100.00
B	80	(80/90) *100= 88.89
C	75	(75/90) *100= 83.33
D	55	(55/90) *100= 61.11

T = Technical marks obtained by the bidder

T(High) = Highest Technical marks amongst the bidders

Technical Score (TS) = T/T(High)*100

In the above example, bidder 'D' has secured the technical score of 61.11 which is below 65, therefore their financial bid will not be considered for further evaluation.

- B. Financial Score:** Financial bids of only technically qualified bidders will be opened and considered for Combined Technical & Financial Score (CTFS) evaluation. An example of computing the Financial bid score of each bidder/agency is mentioned below:

Name of the Bidder	Financial Bid	Financial Score (FS= LFB/F*100)
A	500	(350/500) *100= 70.00
B	400	(350/400) *100= 87.50
C	350	(350/350) *100= 100.00

LFB = Lowest Financial Bid amongst the bidders

F = Financial bid of the bidder.

Financial Score (FS) = LFB/F*100

- C. Combined Technical & Financial Score (CTFS) for final selection:** Final selection of the agency shall be as per Quality and Cost Selection (QCBS) method. The contract shall be awarded to the bidder who will score highest Combined Technical & Financial Score (CTFS) with 80:20 weightage of technical and financial score.

Name of the Bidder	Applying weightage for Technical and Financial Score (TS x .80) + (FS x .20)	Combined Technical & Financial Score (CTFS)	Rank of Bidders
A	$(100.00 \times 0.80) + (70.00 \times 0.20)$	94.00	1
B	$(88.89 \times 0.80) + (87.50 \times 0.20)$	88.61	2
C	$(83.33 \times 0.80) + (100.00 \times 0.20)$	86.66	3

Hence, bidder A, securing the highest Combined Technical & Financial Score (CTFS) score of 94.00 shall be considered as the selected bidder. In case of more than one bidder with equal highest score up to 2 decimals, then the bidder with the highest, Financial Score, shall be declared as the shortlisted bidder for the statutory audit. Also, if the financial score(s) of the bidder are the same, then the bidder with the highest turnover shall be declared selected.

- 8.4 In case, the shortlisted bidder/service provider denies/fails to honour the contract agreement /Letter of Intent (LoI), the SHSB shall be at the freedom to negotiate with the bidder, with the next highest Combined Technical & Financial Score CTFS2, and CTFS3,....(in this order), responsive bidders to enter into an agreement with the SHSB, for conducting statutory audit, at the rate quoted by the CTFS1.
- 8.5 The SHSB will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), 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 "*floatated from this NIT*" having the terms and conditions etc., therein.
- 8.6 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 8.7 The SHSB reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 8.8 The contract agreement floatated from this NIT, between State Health Society, Bihar and the selected service provider will be required to be signed within 21 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider.
- 8.9 In case the bidder, is not able to fulfill the obligations under the contract agreement, the SHSB shall inform to 'The Institute of Chartered Accountants of India (ICAI)', and recommend for strict action, as necessary shall be taken against the bidder, including blacklisting.

SECTION—IV

SCOPE OF THE WORK

1. (A) Introduction:

National Health Mission (NHM) formerly known as National Rural Health Mission (NRHM) of the Ministry of Health & Family Welfare was launched on 12th April, 2005 by the Government of India to improve medical facilities in all the rural area in the country. The NHM seeks to provide accessible, affordable and quality health care to the rural population, specially the vulnerable sections. It also seeks to reduce the Maternal Mortality Ratio (MMR), Infant Mortality rate (IMR) and Total Fertility Rate (TFR) within the period of the Mission.

(B) Institutional and Funding Arrangements:

For the implementation of the above programmes, MOHFW has required the creation of an Integrated Health Society at State and District levels (registered as a legal entity at the State and District under Societies Registration Act, 1860). Such integrated State Health Society (SHS) works in close coordination with the Directorate of Health & Family Welfare and District Health Societies (DHS) work in coordination with the District Collector and District Chief Medical Officer (CMO). Program implementation is done through its District Chief Medical Officer's office, District Hospital (DH), sub Divisional Hospital (SDH), Referral Hospital (RH) Community Health Centre's (CHCs), Primary Health Centre's (PHCs), Additional Primary Health Centre's (APHCs), Health Sub-Centre's (HSCs), Rogi Kalyan Samity and Village Health & Nutrition Sanitation Committees. Certain activities may be managed at the State level such as drug procurement, Information Education and Communication (IEC), civil works, training using specialized entities such as State Institute of Health and Family Welfare (SIHFW), Information Education and Communication (IEC) Bureau, Public Works Department (PWD), the Directorate of Health and Municipal Corporations for the urban health components. In addition, funds are also released from SHS/ DHS to Non-Government Organizations (NGOs) and private entities under public private participation (PPP) arrangements.

(C) Funding, Accounting Implementation Arrangements:

Funds for the various programs are transferred from Pay & Accounts Office of MoHFW GOI, to the State Treasuries and then from Treasuries to the SHS functioning in the State. Government of India transfer funds in the form of Grants-in-Aid to SHS on the basis of respective State Programme Implementation Plan (SPIPs) and approved Annual Work Plans which are prepared on the basis of District Health Action Plans (DHAP) of each of the districts in the State. Under the umbrella of the integrated SHS/DHS each program has separate bank accounts, maintains separate books of accounts and other financial records as per the requirements of each program and also submit separate financial activity reports at varying frequencies to the respective monitoring unit in MOHFW (GOI).

State level: at the state level, State Health Society, Bihar has been formed and staffed with a team of dedicated development professionals. The society are headed by Executive Director.

RPMU level: at the regional level, the Regional Program Management Unit, has been formed. The Regional Additional Director, Health Services, heads the RPMU with primary responsibility of coordinating and monitoring with their respective District Health Society, Bihar, FRU and blocks for effective implementation and convergence with ongoing NHM program.

District level: at the district level, the District Health Society, has been formed. The Civil Surgeon cum member secretary, heads the Society with primary responsibility of coordinating and monitoring with their respective FRU and blocks for effective implementation and convergence with ongoing NHM program.

FRU level: at the FRU level namely district (sadar) hospital, sub-divisional hospital and referral hospital. the superintendent/deputy superintendent/MOIC heads the FRU and is responsible for implementing the NHM program in concern FRU.

Block level: the MOIC heads the PHC and is responsible for implementing the NHM programme.

Medical College & Hospital level: The Superintendent heads the Medical College & Hospital and is responsible for implementing the NHM programme.

(D) Financing by Development Partners/ Donors:

Some of the programs of NHM are also supported by development partners such as the World Bank, Department of International Development (DFID), United Nations Population Fund (UNFPA), European Union, and The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM) etc. for which credit agreements have been entered into by GoI with the respective development partners. Compliance with specific fiduciary requirements of the development partners will additionally need to be reported by the auditors. Copies of the legal agreements and other project documents will be provided to the auditors, if needed, by SHS/ concerned Programme Division in the State.

2. The scope of statutory audit covers all activities being implemented by the State Health Society, Bihar viz.:

(a) The following programs are covered under the National Health Mission:

Pool	Name of Programme under NHM
NHM–RCH Flexible Pool	RCH
	Routine Immunization (RI)
	Pulse Polio Immunization &
	National Iodine Deficiency Disease Control Programme (NIDDCP)
Health Strengthening System (HSS)	National Programme for Prevention and Control of Deafness (NPPCD), National Oral Health Programme (NOHP), National Programme for Palliative Care (NPPC), Assistance to State for Capacity building (Burn Injury), National Programme for Fluorosis (NPF)
NUHM Flexible Pool	National Urban Health Mission
NDCP Flexible Pool	<ul style="list-style-type: none"> • National Vector Borne Disease Control Programme (NVBDCP) • Revised National Tuberculosis Control Programme (RNTCP) • National Leprosy Eradication Programme (NLEP) • Integrated Disease Surveillance Project (IDSP) • National Viral Hepatitis Control Programme (NVHCP)
NCD Flexible Pool	<ul style="list-style-type: none"> • National Programme for Control of Blindness (NPCB) • National Mental Health Programme (NMHP) • National Programme for Health Care of the Elderly (NPHCE) • National Tobacco Control Programme (NTCP) • National Programme for Prevention and Control of Cancer, Diabetes, Cardiovascular Diseases and Stroke (NPCDCS)

- (b) All the pool and Program under NHM (above mentioned) budget lines for the financial year 2019-20 have been broadly categorized under the following 18 heads to bring in more flexibility in the planning process and to provide a summarized view of the State PIP/ROP for the Programme planners, program implementers, decision makers and other stakeholders:

FMR_NHM	FMR_NUHM	Budget Head
1	U.1	Service Delivery - Facility Based
2	U.2	Service Delivery - Community Based
3	U.3	Community Interventions
4	U.4	Untied Fund
5	U.5	Infrastructure
6	U.6	Procurement
7	U.7	Referral Transport
8	U.8	Service Delivery - Human Resource
9	U.9	Training & Capacity Building
10	U.10	Review, Research, Surveillance & Surveys
11	U.11	IEC/BCC
12	U.12	Printing
13	U.13	Quality Assurance
14	U.14	Drug Warehousing and Logistics
15	U.15	PPP
16	U.16	Programme Management
17	U.17	IT Initiatives for strengthening Service Delivery
18	U.18	Innovations (if any)

(c) In addition to the above programmes covered under the umbrella of NHM, the following Non-NHM Grants i.e. State Govt. Yojana/Scheme are also handled by the State Health Society, Bihar (SHSB) as well as District Health Societies (DHS) and mentioned below for reference:

- Mukhyamantri Kalazar Rahat Yojna
- De-addiction Centre Scheme
- DFID
- Any other Yojna/ scheme implemented from time to time.

3. The Statutory Audit will be done for Financial Year (FY) 2019-20. The auditors should prepare their financial proposal figures, based on the volume of work as stated below and the list of key personnel and whose CVs and experience would be evaluated is as follows:

Sr. No.	Key Professional	Descriptions of services to be provided	Qualification & Experience	No of persons	Total Expected Man days
01	Managing Partner	Overall coordination, & planning, team leadership, reporting, liaison with client	Qualified Chartered Accountant with at least five (05) years' experience as a partner with expertise in the area of Statutory/ Internal/Statutory audit planning, execution and reporting.	01	15

Sr. No.	Key Professional	Descriptions of services to be provided	Qualification & Experience	No of persons	Total Expected Man days
02	Team Leader-Audit	Responsibility to lead the audit teams in the field, planning and execution of the audits, discussion with heads of offices and report writing and finalization	Qualified Chartered Accountants with minimum one-year experience.	04	112
03	Team Member-Statutory Audit	Audit of SHSB and District level audit of DHS, DH, SDH, RH, PHC, UPHC, Medical College & Hospital, RPMU, etc.	CA(Inter)/ICWA(Inter)/B.COM/M.COM/MBA(Finance)/CA Articles with experience in Accounting, audit and report writing.	20	560
Total Expected Man Days					687

3.1 The Audit firm will ensure minimum expected man days for audit, as mentioned above.

3.2 The statutory auditor must constitute minimum 4 teams to visit the Healthcare facilities/offices of the state/District Health Societies (DHS)/other unit(s), as per the requirement(s), listed in the tender document to ensure the submission of audit report as desired timelines mentioned in the tender document. The agency shall be submitting audit cum travel plan and schedule to the SHSB within 10 days of signing the contract, which shall be monitored by the SHSB. The auditor has to do minimum visits, as mentioned in clause 4: Sample Coverage of Audit below.

3.3. The total no. of unit(s)/Health Institution(s)/Offices are mentioned in **APPENDIX-F**

4. **Sample Coverage of Statutory Audit:**

- 4.1 Statutory Audit will cover 100% State health society, Bihar (SHSB)
- 4.2 Statutory Audit will cover 100% District Health Societies (DHSs) each being a legally registered society, 100% Regional Program Management Unit (RPMU), 100% Medical College & Hospital.
- 4.3 Statutory Audit will cover at least 40% of the Block Level CHC/PHC/UPHC/RH (at least 50% of such blocks should be new and remaining may be those covered in the audit of last year).
- 4.4 The sample shall be selected in a manner that Block level PHC/CHC in each district is included in the sample coverage.
- 4.5 All the vouchers pertaining to the health facilities will be available at the respective health facility (DH/SDH/RH/CHC/PHCs/UPHCs) for the purpose of audit. Audit shall also cover audit of expenses related to NHM incurred through Rogi Kalyan Samities (RKSS) at each level i.e. UPHC/PHC/CHC/DH/RH/SDH.

5. In conducting the audit special attention should be paid to the following:

- 5.1 An assessment of adequacy of the project financial systems, including financial controls. This should include aspects such as adequacy and effectiveness of accounting, financial and operational controls; level of compliance with established policies, plans and procedures; reliability of accounting systems, data and financial reports; methods of remedying weak controls; verification of assets and liabilities and a specific report on this aspect would be provided by the auditor annually as part of the management letter;
- 5.2 Funds have been spent in accordance with the condition laid down by the Department of Health & Family Welfare, Government of India from time to time with due attention to economy and efficiency and only for the purpose for which the financing was provided. Counterpart contribution from State Government, where required has been provided.
- 5.3 Goods and services financed have been procured in accordance with the relevant procurement guidelines issued by the GOI/ State Government. However, for various programmes, special attention must be paid to the requirements of the agreement between GOI and Development Partners (RNTCP, IDSP and NVBDCP etc.). Such requirements are available within the State/ District's concerned Program Officers. For such externally funded programmes, auditor must satisfy that all expenditure, including procurement of goods and services have been carried out as per the procurement manual of the individual programmes and guidelines issued by the Programme Divisions of GOI and have all the necessary supporting documentation.
- 5.4 All necessary supporting documents, records and accounts have been kept in respect of the project. The Statutory Auditor may review the concurrent audit reports / quarterly executive summaries and may consider material observations / findings while forming his opinion on overall internal control and truth & fairness of accounts/financial statements.

6. **Project Financial Statements**

- 6.1 A format of such financial statements and relevant schedules showing the consolidation of all the programmes under NHM shall be provided by SHSB.
- 6.2 Project Financial Statement (SHS, DHS and Consolidated) shall include the following:
 - 6.2.1 Audit Report as per the format provided by SHSB.
 - 6.2.2 Balance sheet showing accumulated funds of the project balances other assets of the project, and liabilities, if any.
 - a. Income & Expenditure account for the year ending on 31st March 2020.
 - b. Receipt and Payment Account for the year ending on 31st March 2020.
 - c. Other Schedules to the Balance sheet as appropriate, but which shall include
 - d. Schedule of Fixed Assets
 - e. Schedule of Loans and Advances (Age-wise analysis),
 - f. Schedule of all Cash & Bank Balances (supported by bank reconciliation statements),
 - g. Program wise statement of expenditure and statement of fund position
 - h. Notes on Accounts showing the accounting policies followed in the preparation of accounts in the SHSs and DHSs and any other significant observation of the auditor
 - 6.2.3 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.
 - 6.2.4 Auditor shall have to certify the delay status of funds transferred from State Treasury to SHSB for the Financial Year (FY); 2017-18, 2018-19 and 2019-20 as per prescribed format at provided by SHSB, for all the programmes under NHM.
 - 6.2.5 The Auditor has to disclose whether the State has received any interest on delayed transfer of funds from State Treasury to SHSB bank account.

- 6.2.6 The comparison between audited expenditure and expenditure reported in the FMR of 2019-20 along with the reason for variations.
- 6.2.7 Sanction wise Utilization Certificates (UCs) as per Form 12-C of GFR 2017; duly tallied with the Income & Expenditure and expenditure on Fixed Asset during the financial year (which have been shown as capitalized) [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]. Also, a separate UC for state share contribution needs to be issued by the auditor.
- 6.2.8 Action Taken Report on the previous year's audit observations.
- 6.2.9 Reconciliation of the FMR Expenditures of the last quarter i.e. 31st March 2020 with expenditure as per the Annual Audited Financial Statements in the FMR format only for the financial year covered by audit period identifying the variance and the reasons for the same. This has to be certified by the auditor.
- 6.2.10 The SHSB Management shall be signing the financial statements and provide a written acknowledgement of its responsibility for the preparation and fair presentation of the financial statements and an assertion that the project funds have been expended in accordance with the intended purposes as reflected in the financial statements.

7. Financial Monitoring Reports (FMR)

- 7.1 In addition to the primary opinion on the financial statements, the auditor is required to audit last quarter FMR in the new format (quarter ending March) submitted to MoHFW. The auditor should apply such tests as the auditor considers necessary under the circumstances to satisfy the audit objective. Where ineligible expenditures are identified as having been included in the financial reports, these should be separately noted by the auditors. The audit report should include a separate paragraph commenting on the accuracy and propriety of expenditures included in the financial statements and FMRs including whether procurement procedures have been followed and the extent to which the GOI can reply on Quarterly FMRs.
- 7.2 In addition to the audit reports, the auditor will prepare a "Management Letter" as per format provided by SHSB in which the auditor should summarize the observation on the internal control issues (other than those which materially affect his opinion on the financial statements) as under: -
 - a) Give comments and observations on the accounting records, systems and internal controls that were examined during the course of the audit;
 - b) Identify specific deficiencies and area of weakness in the system and internal controls and make recommendations for their improvement;
 - c) Report on the level of compliance with the financial internal control;
 - d) Report procurements which have not been carried out as per the procurement manual/ guidelines of the State for the individual programmes such as; RCH-II, RNTCP, IDSP etc.;
 - e) Communicate matters that have come to the attention during the audit which might have significant impact on the implementation of the project; and
 - f) Bring to Society's attention any other matter that the auditor considers pertinent.
 - g) The observations in the management letter must be accompanied by the implications, suggested recommendations from the auditors and management comments/ response on the Observations/ recommendations have to be obtained and reported along with the Audit report.

8. Reporting and Timing

- 8.1 Submission of the Statutory Audit Report by the prescribed date is a Record of Proceedings (ROP) conditionality for release of second tranche of funds to the State which ultimately ensures smooth implementation of the Mission and leads to better outcomes as funds are expended when needed by the State. In view of the above following measures need to be taken by the State: -

- a) The State should make sure timely availability of information to the auditor needs to be ensured strictly.
- b) The State should make sure that complete cash book, ledgers, vouchers and other financial statements are ready at the time of visit of auditors.

8.2 Schedule of submission of Statutory Audit Reports of DHS, RPMU, MCH and SHS are as per below:

Particulars	Timeline
Audit of all Health Institutions across Bihar under NHM.	Team of Auditors shall start visiting the facilities from 4 th May 2020 and shall be completed by 15 th June 2020.
Submission of consolidated Draft Audit Report	On or before 25 th June 2020.
Submission of final consolidated Audit Report along with Utilisation Certificates and Audit Report of District, RPMU and Medical Colleges	On or before 30 th June 2020.

8.3 The final Audit Report should be submitted by **30th June 2020**, to the SHSB and the SHSB should then promptly forward **3 copies (Spiral Bound)** and also **soft copy in MS Excel / MS Word and Scanned (Both)** in mail or CD along with the **final Utilisation Certificates**.

9. Additional Instructions to Auditors

- 9.1 Audit Report of the SHSB shall include audit of all the transactions at the State Health Society, Bihar (SHSB), Regional Program Management Unit (RPMU), Medical College & Hospital, District Health Society (DHS) and their respective all units.
- 9.2 Audit for the financial year will include all the components under NHM and NUHM.
- 9.3 The auditor appointed shall be **required to issue separate Consolidated Audit Report for the State and each District, comprising all programmes under NHM (RCH, Mission (HSS), RI, PPIP, NUHM, NDCPs & NCDs). However, in case of RNTCP and IDSP, a separate audit report with required annexures and schedules shall also have to be issued by the State / District Level Auditor. The relevant formats for Audit Report as issued by RNTCP Division shall be provided by SHSB.**
- 9.4 State level report shall have to be issued in three sets (Two sets for MoHFW and one set for State). Consolidated Report is to be sent to NHM-Finance Division and individual reports of individual programmes along with UCs to the respective Programme divisions of the Ministry).
- 9.5 DHS/RPMU/MCH level report shall have to be issued in three sets (one set for concerned DHS/RPMU/MCH, one set concerned RPMU and one set for SHSB).
- 9.6 Financial Statements and relevant schedules shall be prepared in accordance with the format provided by SHSB. However, specific Programme requirements (in accordance with the agreement with the GOI and Development Partners) may also be incorporated in the separate schedule of the Programme.
- 9.7 Auditor shall certify all the UCs in the prescribed format (Form 12C of GFR, 2017) of GOI for all programmes of NHM. The UCs shall be furnished sanction-wise and the UCs should be signed by the Principal Secretary, Mission Director, Additional Director Finance and the Auditor.
- 9.8 The auditor shall also append the Checklist, as per the format provided by SHSB.
- 9.9 The auditor shall certify the FMR on the basis of audited expenditures with all the line activities for the last quarter (quarter ending March 2020..... showing cumulative and head wise expenditure for the complete financial year) along with the Audited Statement of Accounts. Auditor shall certify a

comparative statement showing expenditure as per FMR and as per Audit Report. Auditor must also document the reason for variances between the FMR figures and audited figures in cases where the variances are significant e.g. more than 15% from the audited figures at each component level.

9.10 Audit Report as per the Model Format provided by SHSB.

9.11 Management Letter as per format provided by SHSB along with the comments/reply of the Mission Director, SHSB.

9.12 After the completion of audit state should organize an exit conference of the auditors of discuss the audit observations.

9.13 The State should ensure that the Auditor must be appointed for all the disease control programmes under NHM and Uniform Accounting System is followed. The auditor shall be given access to any information relevant for the purpose of conducting the audit, in addition to all financial and procurement records, SPIPs, AWP, MOU/LOU signed between MoHFW and the State/ SHS, instructions issued by MoHFW regarding scheme guidelines (e.g. JSY etc.), administrative orders issued by the SHS/ DOHFW/ Directorate of Health including cost norms etc. Where programs are financed by Development Partners, copies of the legal agreement, project appraisal document should be made available to the auditors.

ELIGIBILITY CRITERIA

1) The eligibility criteria and Supporting Documents to be submitted by the bidders are as follows: -

S.no	Eligibility criteria for Bidders	Mandatory Documents
1.1	Chartered Accountant (CA) firms those are empanelled with Comptroller & Auditor General of India (C&AG) for the year 2019-20 and eligible for conducting major Public Sector Undertaking (PSU) audit, only will be eligible for the audit of NHM Programme.	Self-attested copy of the empanelment certificate issued by C&AG for the FY 2019-20.
1.2	CA firm should be a partnership firm having its Head/Branch office in Bihar.	Self-attested copy of Firm Constitution certificate issued by ICAI as on or before the date of submission of bid shall be furnished in support of information required under clause 1.2, 1.3 & 1.4
1.3	CA firm Should have experience of minimum 5 years	
1.4	Audit Firm must be registered with the Institute of Chartered Accountant of India (ICAI) with minimum five (05) Partners out of which one (01) FCA must having at least 5 years' experience as a partner	
1.5	The bidder must have annual average turnover of Rs. 50 lakhs in last three financial years (FY 2016-17, FY 2017-18 & FY 2018-19), as evidenced by the audited accounts of the bidder.	Self-attested copy of audited Balance Sheet and Profit & Loss account of last three financial years (FY 2016-17, FY 2017-18 & FY 2018-19).
1.6	The bidder should be having at least 10 assignment experience of Internal/Statutory/Concurrent audit of Govt. aided scheme.	Self-attested copy of experience certificates/work order/agreement for each successful assignment.
1.7	The bidder must provide self-attested copies of (i) PAN Card, (ii) income tax returns of three assessment years AY 2017-18, AY 2018-19 & AY 2019-20 (iii) Registration Certificate of GST	Self-attested copies of 1) PAN Card 2) Copy of Tax Audit Report and Income Tax Return filed and submitted by the bidder for three assessment years AY 2017-18, AY 2018-19 & AY 2019-20. 3) Registration Certificate of GST.
1.8	The bidder must not be (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 bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on date of submission(upload) of online bidding document. (ii) Any disciplinary action/pending cases ICAI/GoB/ any state govt /Gol/ over the firm/partner may be disqualified. A declaration is required to be submitted by the firm	Affidavit sworn before Public Notary/Executive Magistrate as per "Appendix E".

Any CA firm, not qualifying the specified minimum eligibility criteria need not apply as their proposal shall be summarily rejected.

Note: -

- a) CA firm who conduct Concurrent Audit for State Health Society, Bihar and/or District Health Society in Bihar for National Health Mission for the financial Year 2019-20 will not be eligible to apply for the Statutory Audit for the FY 2019-20.
 - b) CA Firm should not have the assignment of audit under NHM for more than three (3) States in a year.
2. The Technical proposals of all bidders which meet the above eligibility criteria, and basic requirements (i.e. timely submission, sealing of application etc.), will move to the next stage of evaluation, in which technical score shall be computed based on the Scoring matrix as attached below:

Technical Evaluation Matrix for each assignment						
Sno	Particulars			Details of Audit Firm		Weightage for Marks
1.	Average Annual Turnover (AAT) of the firm during last 3 FY (Rs.IN Lakhs) Sub- Criteria for Marks Allocation AAT 50 Lakhs to 75 Lakhs: - 10 Marks AAT above 75 Lakh to 100 Lakh: 15 Marks AAT above 100 Lakhs: - 20 Marks			FY 2016-17		20 Marks
				FY 2017-18		
				FY 2018-19		
				Average		
2.	Status of the Firm	2.1	Number of Partners	5-7 Partners	05 Marks	20 Marks
				8-10 Partners	10 Marks	
				Above 10 Partners	20 Marks	
3.	Location of Firm	3.1	Head Office/Branch office Address	Head office/Branch in Bihar (other than Patna)	05 Marks	10 marks
				Head office/ Branch in Patna	10 Marks	
4.	Experience of Internal/ Statutory/ Concurrent Audit	4.1	Number of Statutory Audit Assignment of Government sector/ Department/Scheme	1-10 assignment	10 Marks	20 Marks
				11-15 assignment	15 Marks	
				Above 15 assignment	20 Marks	
		4.2	Number of Internal/ Concurrent Audit Assignment of Government sector/ Department/ Scheme	1-10 assignment	5 Marks	15 Marks
				11-15 assignment	10 Marks	
				Above 15 assignment	15 Marks	
		4.3	Number of Statutory/ Internal/ Concurrent Audit Assignment of Banks/ PSUs (other than all above)	1-10 assignment	5 Marks	15 Marks
				11-20 assignment	10 Marks	
				Above 20 assignment	15 Marks	
Total Marks						100

10. The bidder must achieve at least technical score of 65 to qualify on technical parameters, otherwise their financial bid will not be considered for further evaluation. Method for Calculating the Technical Score is mentioned in Clause 8.3 (A) under Section-III of this tender document.
11. The final selection of the agency/bidder per assignment shall be as per the Quality and Cost Selection (QCBS) method. The Technical evaluation of the bidders, shall have a weightage of the 80% and the

financial evaluation shall have 20% weightage, respectively, the contract will be awarded to the bidder/service provider whose combined score is the highest, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as mentioned in clause 1 above.

12. The minimum payable audit fees for the audit work should not be less than INR 3,80,000/- (Three Lakh Eighty Thousand Rupees) including TA/DA but excluding GST as applicable. This minimum payable audit fees worked out on the basis of average audit fees, paid during the last three financial years. Bid received lower than the said amount from the CA Firms will not be considered for further evaluation and selection process.

SECTION-VI

TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1 The Service Provider shall not, without the SHSB's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the SHSB 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 SHSB's prior written consent, make use of any document or information mentioned in sub-clause 1.1 above 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 shall remain the property of the SHSB and, if advised by the SHSB, all copies of all such documents shall be returned to the SHSB on completion of the Service Provider's performance and obligations under this contract.

2. Intellectual Property Rights

The Service Provider shall, at all times, indemnify and keep indemnified the SHSB, free of cost, against all claims which may arise in respect of goods & services to be provided by the Service Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the SHSB, and the SHSB shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the SHSB.

3. Insurance

- 3.1 The Service Provider shall be responsible for insuring all its manpower, etc. for accident, theft, damage, burglary etc.
- 3.2 The SHSB shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the SHSB's/DHS/RPMU/MCHs/any Health Institutions. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/agency.

4. Project Duration

- 4.1 The Statutory Audit for the Financial Year (FY) 2019-20, is a fixed term contract, and the service provider is required to mandatory submit the final reports for state and the districts by 30th June, 2020. Re-appointment of the statutory auditor shall be considered, thereby the contracts of statutory audits may be awarded to the "service provider" at the same rate, subject to the conditions, as mentioned below:
 - 4.1.1 The auditor once appointed may continue for next one year or maximum 2 years, subject to the satisfaction of the performance by the State. The State which wishes to re-appoint the same auditor shall have to seek the approval of the Executive Committee after obtaining the consent of the auditor and confirming that the said firm is in the panel of C&AG and eligible for conducting audit of major PSUs for the year for which the firm is being re-appointed. Further, any comments/remarks/observation of the Ministry in this regard shall have to be taken into account while re-appointing the same auditor.

- 4.1.2 The firm is in the panel of C&AG and eligible for conducting audits of major PSUs for the concerned year, for which the firm, is re-awarded/appointed.
- 4.1.3 It is also certified that **“No auditor can take the assignment of more than three (3) audit under NHM. A certificate in this regard may be obtained from the auditor”**
- 4.1.2. Satisfactory performance of work done by the agency and
- 4.1.3. Any other conditions mutually agreed by the service provider and SHSB.

However, any extension shall not be the right of the agency.

- 4.2 The Service Provider will be obliged to establish, manage and operate the Project in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract and even this will lead to its termination also.

5. Payments

- 5.1 The prices quoted by the agency/bidder shall include all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. If applicable, GST will be paid by State Health Society (SHSB), as per the prevailing rates.
- 5.2 The payment will be made to the agency by the SHSB, against the invoices (as prescribed under GST Act) raised by the agency.
- 5.3 Within 20 days of the submission of the final statutory Audit Report {(3 copies (Spiral Bound) and also soft copy in MS Excel / MS Word and Scanned(Both) *in mail or CD along with the final Utilisation Certificates*} of the state as well as the districts (all 38 districts), the service provider, shall be required to raise its invoices (*as prescribed under GST Act*) and 80% of the payment shall be paid by SHSB after deducting penalty if applicable.
- 5.4 Balance 20% of the payment shall be made upon acceptance/approval of the submitted statutory audit report to Ministry of Health & Family Welfare (MoHFW), GOI.
- 5.5 The payment will be subject to TDS as per Income Tax Rules/GST Act (If applicable) and other statutory deductions as per applicable laws.
- 5.6 The payments will be made through PFMS or any other mode as directed by SHSB within 30 days from the date of submission of invoice.

6. Performance Review, Incentives & Penalty provisions.

- 6.1 Agency performance would be evaluated based upon identified Key Performance Indicators (KPIs) listed below and other as mentioned in the contract agreement based on the scope of work as mentioned in the tender documents. The parameters will be used to assess the performance of the Service Provider and penalty will be applied as and when required, upon commissioning of the services.
- 6.2 Besides other consequential action, the penalties would be imposed for each occurrence as per details mentioned in the sub- identified Key Performance Indicators (KPIs) listed below.

Clauses	Penalty
1) Delay in submission of final consolidated Audit Report along with Utilisation Certificates and Audit Report of District, RPMU and Medical Colleges by 30 th June 2020	Penalty shall be levied as below: 1. 1 st July 2020 to 7 th July 2020: 5 % of total Project cost 2. 8 th July to 30 th July: 1% of the total Project cost per day from 8 th July onward in addition to the above penalty mentioned in point 1 3. However, the maximum penalty shall not exceed more than 28% of the total Project Cost.

Clauses	Penalty
2) Failure in providing report(s) of statutory audit, delays maximum 30 days of the agreed timelines and Agency defaults on the contractual obligations	Contract may be terminated, including blacklisting (as decided by SHSB) and recommendation to ICAI for disciplinary action.

6.3 Further, before imposing penalty, the service provider shall be given an opportunity to be heard by SHSB, however not a matter of right. The Executive Director, SHSB of the state has the right to waive off penalty also after giving suitable opportunity of being heard before them.

7. Signing of the contract

The contract agreement between SHSB and the selected agency/bidder should be executed within 21 days of the issue of the Letter of Intent (LoI). Non-fulfilment of this condition will result in cancellation of the award and with consequential action if SHSB so desires.

8. Start of the services

- The service provider shall be required to start the statutory audit for the concerned assignment(s) within 10 days of the execution of the contract document, otherwise a penalty of Rupees 1,000/- per week may be imposed.
- However, this may be extended, beyond 10 days, if the delay in deployment of manpower in SHSB, is due to genuine reasons and there is no negligence on the part of the agency, the SHSB shall consider the matter on submission of written application by the agency and shall pass appropriate order regarding reducing /waiving the penalty.
- If service provider fails to start the services beyond 20 days, due to lapses on its own part of the agency, the contract may be terminated in whole or in part and suitable action against agency.

9. Sub Contracts

Sub-letting/Sub-contracting of the contract would not be allowed under any circumstances and contract may be terminated in case the service provider sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action may also be taken against the service provider.

10. 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 mutual consent of the parties.

11. Tax Deduction at source

Income tax and GST deduction at source and other taxes shall be made at the prescribed rates from the bidder's bills under the prevailing law(s).

12. Termination of Contract

- Any bidder 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 Intent(LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder also. The service provider shall be given an opportunity to be heard by SHSB, however not a matter of right.

- 12.2 The SHSB, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, suitable action will be taken against the service provider including the blacklisting of the agency.
- 12.3 In the event the SHSB terminates the contract in whole or in part, the SHSB may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the SHSB for the extra expenditure, if any, incurred by the SHSB for arranging such services.
- 12.4 Unless otherwise instructed by the SHSB, the Service Provider shall continue to perform the contract to the extent not terminated.

13. Termination for Insolvency

If the Service Provider becomes bankrupt or otherwise insolvent, it will inform to the SHSB with the 30 days written notice to terminate the contract. The SHSB reserves the right to terminate, without any compensation, whatsoever, to the Service Provider.

14. Termination by Mutual Consent

In the event the SHSB & Service Provider mutually agrees to terminate the contract for any appropriate reason whatsoever it may be, either party shall give 30 days' written notice to the other party and after the consent of both parties agreement may be terminated.

15. Force Majeure

- 15.1 Notwithstanding the provisions contained in clauses 13 and 14 the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 15.2 For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider'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 and will not be limited to wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 15.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the SHSB in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the SHSB in writing, the 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.
- 15.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 15.5 In case due to a Force Majeure event the SHSB is unable to fulfil its contractual commitment and responsibility, the SHSB will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

16. 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.

17. Resolution of disputes

17.1 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.

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

18. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

19. Third Party Assessment

The SHSB, at its own cost, may conduct third party assessment of services rendered and conduct of Agency during project period. The Agency will be informed about such assessment. The SHSB may take action on the basis of findings of third-party assessment. Third party assessment may be done on yearly basis or as & when felt necessary by SHSB.

**Executive Director
State Health Society Bihar**

SECTION-VII

APPENDIX-A

TECHNICAL PROPOSAL COVERING LETTER

[On the Letter head of the Bidder]

Date:

To

The Executive Director,
State Health Society, Bihar (SHSB),
Pariwar Kalyan Bhavan, Sheikhpura, Patna.

Re: Tender for appointment of Statutory Auditor for the FY 2019-20 for the State Health Society, Bihar (SHSB) and District Health Societies (DHS(s)) in all the 38 districts, 09 Regional Program Management Units and Medical College & Hospitals (MCHs) in the state of Bihar for audit of all programmes under National Health Mission (NHM) and non-NHM in the state.

Dear Sir / Madam,

We, the undersigned, offer to provide the services for appointment of Statutory Auditor for the financial year (FY) 2019-20, for the State Health Society, Bihar (SHSB) and District Health Societies (DHS(s)) in all the 38 districts, 09 Regional Program Management Units and Medical College & Hospitals (MCHs) in the state of Bihar for audit of all programmes under National Health Mission (NHM) and non-NHM in the state, in accordance with your Request for Proposal vide Ref Nodated We are hereby submitting our Proposal for the same.

We are submitting our proposal and do hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our proposal is binding upon us and subject to the modifications resulting from project specific contract and contract negotiations.

We understand that the SHSB, may cancel the selection process at any time and that you are neither bound to accept any proposal you receive nor to select the agency, without incurring any liability to the bidders. We acknowledge the right of SHSB to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We shall make available to SHSB any additional information it may find necessary or require to supplement or authenticate the proposal.

We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

We declare that:

- a. We have examined and have no reservations to the tender Documents, including any Addendum issued by SHSB;

- b. We have not directly or indirectly or through an executive engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any contract entered into with SHSB or any other public-sector enterprise or any government, Central or State; and
- c. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. We declare that We/any member of the company, are/is not a Member of a/any other company applying for selection.
- e. We certify that we do not have assignment of audits under NHM in more than three (3) states in a year.
- f. We certify that in regard that we have not been convicted by a court of law.
- g. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SHSB and / or the Government of Bihar in connection with the selection of agency or in connection with the selection process itself in respect of the abovementioned project.
- h. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, I/We shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our proposal is not opened.
- i. We agree to keep this offer valid for 180 days from the proposal due date specified in tender.
- j. A Power of Attorney (PoA) in favour of the authorized signatory to sign and submit this Proposal and documents is also attached herewith.
- k. In the event of my/our being selected, I/We agree to enter into a contract for the project awarded to us by the SHSB.
- l. We agree and undertake to abide by all the terms and conditions of the tender Document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the tender document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs.1000/- attested by notary public)
POWER OF ATTORNEY

Know all men by these present, we _____ (*name and address of the registered office of the Single 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 **“for appointment of Statutory Auditor for the FY 2019-20 for the State Health Society, Bihar (SHSB) and District Health Societies (DHS(s)) in all the 38 districts, 09 Regional Program Management Units and Medical College & Hospitals (MCHs) in the state of Bihar for audit of all programmes under National Health Mission (NHM) and non-NHM in the state.”**, (the **“Project”**), including signing and submission of all documents and providing information / responses to State Health Society Bihar (SHSB), 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 2020.

For
 (Name, Designation and address)

Accepted
 (Signature)
 (Name, title and address of the Attorney)

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 Partner of the bidder/agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA).

ASSIGNMENT OF Audit SUCCESSFULLY COMPLETED

1. Attach users' certificates (in original) regarding Successful completion of assignments.

Note: Attach extra sheet for above Performa if required.

Sr.No	Name of the Auditee Organization	Type of Auditee organization (Govt. deptt./Sector/Scheme/PSUs)	Nature of the assignment (Statutory/Concurrent/Internal Audit)	Scope and coverage of the assignment	audit for the Period/Financial year	Proof of the letter of work of assignment awarded by the Auditee organization
1						
2						
3						
4						
5						
6						

Signature:

For and on behalf of Messrs. _____

Name & Address of the Service Provider:

PARTICULARS OF THE BIDDER'S ORGANISATION

(To be submitted by all tenderers / bidders)

1. Name :
2. Address of Head Office (HO) :
3. Address of Branch office (Bihar) :
4. Firm Registration No. (FRN) with ICAI :
5. Firm empanelment No. with C&AG for the FY 2019-20:
6. Name and no. of Partner(s) :
7. No. of audit/article assistants :
8. Registered Address:
9. Phone/Fax/Mail id:
10. Type of firm: Proprietorship/ Partnership
11. Address of the office of Services Provider in the State:
12. Details of partner(s)/Chartered Accountants:

Sno	Name of Chartered Accountants	FCA/ACA/CMA/CWA	Membership No.	Years of experience	Contact No. & Email ID
(1)					
(2)					
(3)					

13. Details of the semi CA/CWA & Audit Assistant/Article Assistant(s):

Sno	Name	Age	Qualification	Years of experience	Contact No. & Email ID
(1)					
(2)					
(3)					

14. Registration. Nos.
 - (a) GST (if applicable)
 - (b) PAN No.

15. Brief write-up about the firm / company. (use extra sheet if necessary)

--

Signature of Bidders

Date:

Place:

Name

Office Seal

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....., (the 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 State Health Society Bihar(SHSB)/District Health Society (DHS) 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/any bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, and no any disciplinary action/pending cases ICAI/GoB/ any state govt/Gol/ over the firm/partner 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 further confirm that we are aware that, our Application 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....., 2020

Name of the Bidder/agency.....

Signature of the Authorized Person:.....

Name of the Authorized Person:.....

Designation of the Authorized Person:.....

S no	District name	DH	RH	SDH	No. of PHC	MCH	RPMU	DHS	District wise total no of units
1	East Champaran	1	1	3	27			1	33
2	Sheohar	1	1		5			1	8
3	Arwal	1			5			1	7
4	Gaya	1	2	2	24	1	1	1	32
5	Patna		4	4	23	3	1	1	36
6	Sheikhpura	1	1		6			1	9
7	Madhubani	1	3	3	21			1	29
8	Saharsa	1		1	10		1	1	14
9	Munger	1		1	9		1	1	13
10	Nalanda	1	3	3	20			1	28
11	Jamui	1	3		7			1	12
12	Samastipur	1	1	4	20			1	27
13	Jahanabad	1	2		10			1	14
14	Saran	1	3	1	20		1	1	27
15	Aurangabad	1	3	1	11			1	17
16	Rohtas	1	2	2	19			1	25
17	Darbhanga		2	1	18	1	1	1	24
18	Madhepura	1		1	13			1	16
19	Lakhisarai	1	1		6			1	9
20	Siwan	1	3	1	19			1	25
21	Gopalganj	1	3	1	14			1	20
22	West Champaran	1	2	2	18			1	24
23	Begusarai	1	1	2	18			1	23
24	Khagaria	1	1		7			1	10
25	Kishanganj	1	1		7			1	10
26	Sitamarhi	1	1	1	17			1	21
27	Buxar	1		1	11			1	14
28	Muzaffarpur	1	1		16	1	1	1	21
29	Bhagalpur	1	3	2	16	1	1	1	25
30	Bhojpur	1	2	1	14			1	19
31	Araria	1	2	1	9			1	14
32	Katihar	1	1	2	16			1	21
33	Vaishali	1	3	1	16			1	22
34	Banka	1	3		11			1	16
35	Purnia	1	2	2	14		1	1	21
36	Supaul	1	2	1	11			1	16
37	Kaimur	1	2	1	11			1	16
38	Nawada	1	2	1	14			1	19
39	State Health Society, Bihar	NA	NA	NA	NA	NA	NA	NA	NA