

REQUEST FOR PROPOSAL (RFP)

Appointment of Statutory Auditor to conduct audit of Society for Management of Medical & Other Emergencies, Himachal Pradesh(EMRT Society),H.P. under Referral Transport for 108-National Ambulance Services for the FY 2020-21.



**National Health Mission Himachal Pradesh
Swasthya Sadan, Block No.6,
SDA Complex, Shimla-171009**

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SECTION I – NOTICE INVITING TENDER

1. Sealed quotations are invited from eligible Shimla based Chartered Accountants/Firm(s) for Appointment of Statutory Auditors to conduct the audit of the Society for Management of Medical & Other Emergencies, Himachal Pradesh (EMRT Society), H.P. for the FY 2020-21.

2. A copy of Tender Document is enclosed herewith for information. The sealed financial bids along with all relevant documents as per terms and conditions mentioned in the tender must reach through post or by hand in the O/o Member Secretary, Society for Management of Medical & Other Emerg -cum- Mission Director, Reproductive and Child Health Society, National Health Mission, Himachal Pradesh by 5P.M. of 31.07.2021.

3. The interested CA/Firm(s) may submit their bid(s) alongwith requisite document as mention in section –IV.

4. The Technical bid & financial quotation will be submitted in separate envelope subscribing in the envelope (i) “Technical bid (ii) Financial bid”.

5. The envelope (s) containing Technical document & Financial quotation must be put in another large Envelope and delivered in the office on or before 31.07.2021.

Member Secretary-cum-Mission Director
Block No. 6, SDA Complex, Kasumpti, Shimla
Contact No. 0177-2673505
mail-id:-md-hp-nrhbm@nic.in

SECTION II - PREAMBLE

2. Society for Management of Medical and other Emergencies registered under HP Societies Registration Act, 2006 (Act No. 25 of 2006 _on 30/11/2009 to undertake and support the implementation of the emergency Medical response and transportation project in the State and also related projects /programmes/schemes for securing emergency Medical Response and transportation for the people of the State.. The Mission Director of the National Health Mission, HP (NHM) is the Chief Executive Officer-cum- Member Secretary of the above named Society. Presently, the fleet of 198 NAS -108 is being run in the interests of the patients and public at large, free of cost in the State of HP through the above referred Society. The Society has its Headquarter at Shimla located in the building of the Directorate of Health Services SDA Complex Kasumpti Shimla-9. The area of operation of the Society is entire State of Himachal Pradesh.

2.1 Definitions and Abbreviations

The following Definitions and abbreviations, which have been used in this tender document, shall have the meanings as indicated below:

Definitions:

Addendum or Addenda means document issued in continuation or as modification or as clarification to certain points in the tender document. The firm/ Chartered Accountants would need to consider the main document as well as any addenda issued subsequently for responding to the bid. Any addendum issued subsequently to the main document shall be binding on the prospective firm/ Chartered Accountants, whether or not they convey their acceptance of the same.

Bid refers to the qualification and the financial bids submitted by an eligible firm/ Chartered Accountant pursuant to the release of this Tender Document as per the provisions laid down in this Tender Document and any addenda, if issued subsequently.

Firm/ Chartered Accountant shall mean any eligible company/firm which has submitted its bid in response to this Tender released by the EMRT Society.

Bid Inviting Authority shall mean the Member Secretary-cum-Mission Director, National Health Mission, and Himachal Pradesh

Bid validity period shall mean the period of 180 days from the bid due date (excluding the bid due date) for which bid shall remain valid.

Contract shall mean the contract signed by the Member Secretary-cum-Mission Director, National Health Mission, and Himachal Pradesh with the Selected Firm/ Chartered Accountant and shall mean include the written agreement entered into between the Member Secretary-cum-Mission Director, National Health Mission, Himachal Pradesh and the selected firm/ Chartered Accountant, together with all the documents

Mentioned therein and including all attachments, annexure etc. therein. The terms of this tender document shall be construed and read as a part of the contract.

Days mean and shall be interpreted as calendar days unless otherwise specified.

Earnest Money Deposit (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a firm/ Chartered Accountant along with its bid.

Performance Security means monetary or financial guarantee to be furnished by the successful firm/ Chartered Accountant for due performance of the contract placed on it.

Purchaser means the Member Secretary-cum-Mission Director, National Health Mission, Himachal Pradesh purchasing goods and services as incorporated in the Tender Enquiry document.

Selected Firm/ Chartered Accountant shall mean the successful firm/ Chartered Accountant which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the Contract with the Member Secretary-cum-Mission Director, National Health Mission, Himachal Pradesh.

EMRT Society refers to the duly elected Government in the State in which the tender is issued.

Successful Firm/ Chartered Accountant shall mean the firm/ Chartered Accountant whose bid document is responsive, which has been pre-qualified and whose financial bid is the lowest among all the shortlisted and with whom the Member Secretary-cum-Mission Director, National Health Mission, Himachal Pradesh intends to select and sign the Contract for this Project.

Tender Documents refers to this Tender Document including all sections and all amendments, modifications issued by the Member Secretary-cum-Mission Director, National Health Mission, Himachal Pradesh by way of any addenda.

SECTION III - SCOPE OF WORK UNDER THE CONTRACT

3. Scope & Coverage of audit:

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

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;

The Auditor's scope of work shall include the following (this is an illustrative but not exhaustive list):-

- I. CASH & BANK BOOK:
- II. GRANT & Cess:
- III. FIXED ASSETS & LIABILITIES:
- IV. STATUTORY AND INTERNAL COMPLIANCE:
- V. SALARY AND ADVANCES:
- VI. PROCUREMENT OF GOODS & SERVICES:
- VII. ADHERENCE TO Bye Laws of the Society:

3.2 Project Financial Statements

The Auditor shall submit the following financial statements and relevant schedules which will include the following:

- i. Audit Opinion.
- ii. Balance sheet showing accumulated funds of the project balances other assets of the project, and liabilities, if any.
- iii. Income & Expenditure account for the financial year ending on 31st March 2021.
- iv. Receipt and Payment Account for the year financial ending on 31st March 2021.
- v. Other Schedules to the Balance sheet as appropriate, but which shall include
 - Statement of Fixed Assets in the form of a Schedule,
 - Schedule of Loans and Advances (Age-wise analysis),
 - Schedule of all Cash & Bank Balances (supported by bank reconciliation statements),
- vi. Notes on Accounts showing the accounting policies followed in the preparation

of accounts in the Society and any significant observation of the auditor.

- vii. Auditor shall have to specify the significant observations, including internal control weaknesses.
- viii. Action Taken Report on the previous year's audit observations.
- ix. **Representation by Management:** The management of the Society shall sign 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 Society funds have been expended in accordance with the intended purposes as reflected in the financial statements

3.3 In addition to the audit reports, the auditor will prepare a "Management Letter" , 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 books of accounts, 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 Society.
- 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.

3.4 Reporting and Timing

The final Audit Report should be submitted within one month from the date of issue of letter to conduct the audit along with filing of Income Tax Returns.

3.5 Additional Instructions to Auditors

- i) Audit Report of the Society shall include audit of all the transactions at the State.
- ii) Audit for the financial year will include all the components under which funds have been received by the Society.
- iii) Three sets of reports will be issued by the Auditors'.
- iv) Auditor shall certify the UCs in the prescribed format (Form 12C of GFR, 2017) of GOI for all programmes of the Society.

SECTION IV- ELIGIBILITY OF FIRM/ CHARTERED ACCOUNTANTS

Sr. No.	Particulars
1.	Applicant should be a Member of ICAI and should be either a partnership firm or sole proprietorship firm having Chartered Accountant(s) as partner(s)/ proprietor
2.	The firm should have its registered Head office located in Shimla, Himachal Pradesh.
3.	Firm must have an experience in the area of auditing, Taxation, project financing, book keeping, GST related works etc. in Government/autonomous bodies/ boards/ corporations which are wholly or substantially owned and controlled by the Government.
4.	Firm should have an average annual turnover of Rs. 5 lacs in the last three year; 2017-18, 2018-19 & 2019-20
5.	Firm should have a valid GST registration and valid PAN.
6.	The Firm should not have been blacklisted/debarred/de-registered by any Government /institution. (Undertaking on affidavit value Rs.100/-)
7.	Human Resource profile including the names and profile of the Auditor(s).
8.	The Firm should upload Income Tax Return for last three year 2017-18, 2018-19 & 2019-20.
9.	Firm should upload Tender cost of Rs. 500/- & EMD of Rs. 5000/- only in shape of DD in favour of Member Secretary-cum-Mission Director, National Health Mission, HP payable at Shimla

If any firm/ Chartered Accountant fails to meet the minimum qualification criteria, their/his bid shall be summarily rejected

SECTION V - GENERAL CONDITIONS OF CONTRACT (GCC)

5.1 Confidentiality

The Tender Documents, and all other documents and information that are provided by the Member Secretary-cum-Mission Director, National Health Mission, H.P. are and shall remain the property of the National Health Mission, H.P. and are provided to the Firm/ Chartered Accountants solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Firm/ Chartered Accountants are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.

The firm/ Chartered Accountants shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Firm/ Chartered Accountants, other than in accordance with provisions set out in these Tender Documents.

The Firm/ Chartered Accountant shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Firm/ Chartered Accountant to any person who is not officially concerned with the Bidding Process.

5.2 Performance Security

The successful firm/ Chartered Accountant shall furnish performance security in favour of the Member Secretary-cum-Mission Director, National Health Mission; H.P. to the tune of Rs. 5000/- only in the shape of Bank Guarantee/FDR duly pledged which shall be retained as performance security for the entire period of contract. The validity of performance security will be for a period up to Ninety (90) days after completion of all contractual obligations.

In the event of any failure/default of the firm/ Chartered Accountant with or without any quantifiable loss to the department, the amount of the performance security shall be forfeited.

Subject to sub-clause mentioned above, the Society will release the Performance Security without any interest to the firm on completion of the firm/ Chartered Accountant's all contractual obligations including the warranty obligations.

5.3 Audit Fees and TA/DA: The firms those are interested to be appointed will have to quote consolidated audit fees including all expenses and Taxes.

5.4 Re-appointment of Auditor: The auditor once appointed can continue for two more years, subject to the satisfaction of the performance by the Society after the approval of the Executive Committee after obtaining the consent of the auditor.

5.5 Terms and Mode of Payment

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

5.5.1 100% payment will be released against final Bill submitted after completion of audit and filing of ITR. Payment will be done by way of PFMS/NEFT/RTGS only.

5.5.2 The firm/ Chartered Accountant shall not be entitled to any interest on payments under the contract.

5.5.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the firm / Chartered Accountants at rates as notified from time to time.

5.6 Delay in the firm's performance

Penal provision on failure to complete the Audit on time: In order to ensure timeliness on the part of the Auditor, if the Society feels that in spite of providing all information, documents, and updated books of accounts, there was delay in submission of Audit Report from the auditor, the ***State may deduct the audit fees @ 5% per month from the due date of completion of audit.*** A clause in this regard should be incorporated by the State in the agreement. However, in case of delay in submitting the audit report due to unforeseen circumstances like flood, earthquake, election, etc., the Member Secretary-cum-Mission Director (NHM) of the State has the right to waive off the penalty. Further, before imposing penalty, the firm may be given an opportunity to be heard.

5.7 Termination for default

- The auditee, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the firm/ Chartered Accountant, terminate the contract in whole or in part, if the firm fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Society pursuant to clause 'Delay in the

Firm's Performance' or any such clauses as incorporated in General Conditions of Contract.

- In the event of the Society terminates the contract in whole or in part, pursuant to GCC sub-clause above, the Society may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the firm shall be liable to the Society for the extra expenditure, if any, incurred by the Society for arranging such procurement.
- Unless otherwise instructed by the auditee, the firm/ Chartered Accountant shall continue to perform the contract to the extent not terminated.

5.8 Termination for insolvency

If the firm becomes bankrupt or otherwise insolvent, the Society reserves the right to terminate the contract at any time, by serving written notice to the firm without any compensation, whatsoever, to the firm, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

5.9 Force Majeure

Notwithstanding the provisions contained in GCC clauses pertaining to delay in performance, liquidated damages and termination or any other relevant clauses of this document, the firm shall not be liable for imposition of any such sanction so long the delay and/or failure of the firm in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control firm and not involving the firm'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, but are not restricted to, acts of the Society either in its sovereign or contractual capacity, 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.

- If a Force Majeure situation arises, the firm shall promptly notify the Society in writing of such conditions and the cause thereof within seven days of occurrence of such event, specifically mentioning invocation of this clause. Unless otherwise directed by the Society in writing, the firm 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. In event of any dispute as to the inclusion of any event within the ambit of force majeure, the interpretation of the Society shall prevail.

5.10 Termination for convenience

- The Society reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the firm at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter alia, the extent to which the firm's performance under the contract is terminated, and the date with effect from which such termination will become effective.

5.11 Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written English only.

5.12 Notices

- Notice, if any, relating to the contract given by one party to the other, shall be sent in writing through registered post or facsimile or email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

5.13 Resolution of disputes

- If dispute or difference of any kind shall arise between the Society and the firm in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, such dispute or difference shall be referred to the Additional Chief Secretary (Health)/ Principal Secretary (Health) to the Govt. of H.P.
- Venue of Arbitration: The venue of arbitration shall be subject to the civil jurisdiction of Municipal limits of Shimla Town, Shimla, and H.P. only.

5.14 Applicable Law

- The contract shall be governed by and interpreted in accordance with the laws in force within the State of Himachal Pradesh. The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws in force within the State of Himachal Pradesh and the competent courts at State capital Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

SECTION VI

INSTRUCTIONS TO FIRM/ CHARTERED ACCOUNTANTS, EVALUATION OF BIDS AND SELECTION OF SUCCESSFUL FIRM/ CHARTERED ACCOUNTANT

6.1 Grounds for Rejecting the Bid

Fraud and Corruption

Each Firm/ Chartered Accountant and its officers, employees, agents and advisers shall observe the highest standards of ethics during the Bidding Process.

Without prejudice to the rights of the firm/ Chartered Accountant , if a Firm/ Chartered Accountant is found by the Member Secretary-cum-Mission Director, National Health Mission, H.P. to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice and / or restrictive practice during the Bidding Process, such Firm/ Chartered Accountant shall not be eligible to participate in any tender or bid process conducted by the National Health Mission, H.P. for a period of three years from the date that such an event occurs.

6.2 Misrepresentation by the Firm/ Chartered Accountant

The Member Secretary-cum-Mission Director, NHM, HP shall have the right to reject any bid if:

- at any time, a material misrepresentation is made by the Firm/ Chartered Accountant;
- or
- The Firm/ Chartered Accountant does not provide, within the time specified by the Member Secretary-cum-Mission Director, NHM, HP, any additional information sought by the Member Secretary-cum-Mission Director, NHM, HP for the purposes of evaluating the Bid.

6.3 Amendments to the Tender Documents

Issuance of Addenda

Up until the date that is specified in the Data Sheet, the Member Secretary-cum-Mission Director, NHM, HP may, for any reason, whether at its own initiative or in response to a query raised or clarification requested by Firm/ Chartered Accountant(s) till the last date of day of receiving queries as mentioned in the Data Sheet, amend the Tender Document by issuing an Addendum.

The Firm/ Chartered Accountants are required to read the Tender Document together with any Addenda that may be issued subsequently in accordance with the provisions of the tender document.

Each Addendum shall be binding on the Firm/ Chartered Accountants, whether or not the Firm/ Chartered Accountants convey their acceptance of the Addendum.

Any oral statement made by the Member Secretary-cum-Mission Director, NHM, HP or its advisors regarding the Bidding Process, the Tender Document or the project or on any other matter related to the project, shall not be considered as amending the Tender Document.

6.4 Issuance of Revised Tender Documents

The Member Secretary-cum-Mission Director, NHM, HP shall use its best efforts to issue the Addendum or the revised Tender Documents reflecting all the amendments and changes agreed to by the Member Secretary-cum-Mission Director, NHM, HP, on the date specified in the Data Sheet. The Addendum or the revised Tender Documents issued by the Member Secretary-cum-Mission Director, NHM, HP shall be definitive and binding.

It shall be the duty of the firm/ Chartered Accountant to check the website as mentioned in the Data Sheet for such addendums and revised tender and the Member Secretary-cum-Mission Director, NHM, HP shall not be responsible for any such omission on the part of the firm/ Chartered Accountant.

6.5 Preparation of Bids

Interpretation of Tender Documents

The entire Tender Document with all its sections must be read as a whole.

If the Firm/ Chartered Accountant finds any ambiguity or lack of clarity in the Tender Documents, the Firm/ Chartered Accountant must inform the Member Secretary-cum-Mission Director, NHM, HP at the earliest and under any circumstances not later than the last date for receiving queries mentioned in the Datasheet. The Member Secretary-cum-Mission Director, NHM, HP may issue directions to the Firm/ Chartered Accountants regarding the interpretation of the Tender Documents wherever it deems fit.

6.6 Cost of Bidding

Firm/ Chartered Accountants shall bear all direct and indirect costs associated with the preparation of their respective Bids, carrying out their independent assessments, due diligence and verification of information provided by the Member Secretary-cum-Mission Director, NHM,HP.

The Member Secretary-cum-Mission Director, NHM, HP shall not be responsible or liable for any direct or indirect cost, regardless of the outcome of the Bidding Process, including cancellation of the Bid Process by the Member Secretary-cum-Mission Director, NHM,HP for any reason whatsoever.

6.7 Due Diligence by the Firm/ Chartered Accountant

The Firm/ Chartered Accountant is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents at its own cost.

The Member Secretary-cum-Mission Director, NHM, HP shall not be liable to the Firm/ Chartered Accountant for any consequences pursuant to the Firm/ Chartered Accountant's failure to undertake its own due diligence and reliance solely on the information provided in this Tender Document.

6.8 Validity of Bids

Each Bid shall remain valid for a period of 180 days from the last date of bid submission (excluding the last date of bid submission).

6.9 Bid submission:

Bid submission shall be a single stage exercise with 2 steps, the two being:

Qualification Bid and Financial Bid.

6.9.1 Qualification Bid

It shall contain copies of Annexure and all requisite documents, certificates etc. which establish the eligibility as specified in Tender document Section-IV duly filled in and digitally signed. All the documents must be put in one envelope which should subscribe "Qualification Bid" and properly sealed.

Firm/ Chartered Accountants shall not include any other documents as part of the Qualification Bid except the documents specified above.

6.9.2 Financial Bid Submission

The Firm/ Chartered Accountants shall submit its financial bid only in form Fin-1. The Financial bid shall be put in envelope-2 subscribing "FINANCIAL BID FORM Fin-1". Both the envelope shall be placed in another envelope subscribing "**Qualification & Financial Bid for appointment of Statutory Auditor-EMRT**". The envelope shall be dropped/send through registered post in the office of the undersigned on or before the last date of submission of bid.

The currency in the financial bid shall be Indian National Rupees (INR).

Signing of the Bid

Each Bid should be signed by the authorized signatory of the Firm/ Chartered Accountant.

Bid Submission Due Date

The Bid shall be submitted on or before the last date of bid submission as specified in the Data Sheet. After the specified time on the last date of bid submission, the bid shall not be accepted.

The Member Secretary-cum-Mission Director, NHM, HP may, at its discretion, extend the last date of bid submission for all Firm/ Chartered Accountants by issuing an Addendum in accordance with procedure prescribed as per this tender document.

Withdrawal / modification of Bids

A Firm/ Chartered Accountant may withdraw or substitute its Bid after submission but prior to the specified time on the last date of bid submission on the e-portal. Latest bid shall be considered.

No Bid may be substituted or withdrawn after the specified time on the last date of bid submission.

6.10 Opening of Bids

The Member Secretary-cum-Mission Director, NHM, HP shall open the bids at the date and time indicated in the Data Sheet as per the time.

Only authorized representative (s) of the firm/ Chartered Accountant (s) can attend the bid opening.

Once all the Qualification Bids have been opened by the tender committee, they will be evaluated for responsiveness and to determine whether the Firm/ Chartered Accountants will qualify for the opening of the Financial Bids.

The name of the selected firm/ Chartered Accountant shall be declared upon completion of selection process subject to approval of the competent authority of the State and the results of the Financial Bids all of Firm/ Chartered Accountants shall also be made available on the www.nrhmhp.gov.in immediately after the completion of opening process.

6.11 Evaluation of Bids and Selection of Successful Firm/ Chartered Accountant

Stage I: Evaluation of the Qualification Bid

The Qualification Bids will first be evaluated for responsiveness to the Tender Documents and evidences for fulfillment of the qualification criteria based on the following parameters:

- a) The Bid is complete in all respects and in the prescribed formats.
- b) It contains no material alterations, conditions, deviations or omissions.
- c) All documents required as specified in the Tender Documents and submitted by the Firm/ Chartered Accountant are appropriate and valid.
- d) All undertakings required under this Tender Document are in the prescribed format and unconditional.
- e) The application is unconditional in all respects.

Qualification Bids not meeting any of the criteria mentioned above shall be liable to be rejected. After completion of the evaluation of the Qualification Bids, the Member Secretary-cum-Mission Director, NHM, HP will open the financial bids as per the particulars mentioned in the data sheet. The Financial Bids of those Firm/ Chartered Accountants who are not declared as Eligible Firm/ Chartered Accountants will not be opened.

Stage II: Evaluation of Financial Bids

Upon opening of the Financial Bids of the Eligible Firm/ Chartered Accountants, they will first be evaluated for responsiveness to the Tender Documents. If: (i) any Financial Bid is not complete in all respects; or (ii) any Financial Bid is not in the prescribed formats; and (iii) any Financial Bid contains material alterations, conditions, deviations, omissions, overwriting, interlineations, then such Financial Bid shall be deemed to be substantially

non-responsive. Such Financial Bid that is deemed to be substantially non-responsive shall be rejected.

No change in the rates quoted or any change to substance of any Bid shall be sought, offered or permitted.

If during the preliminary examination, the Society find any minor infirmity and/or irregularity and/or non-conformity in a tender, the Society may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the firm/ Chartered Accountants. Wherever necessary, the Society will convey its observation on such 'minor' issues to the firm/ Chartered Accountant by registered/speed post/email etc. asking the firm/ Chartered Accountant to respond by a specified date. If the firm/ Chartered Accountant does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

Stage III: Selection of the Successful Firm/ Chartered Accountant

In case two or more firm/ Chartered Accountants have quoted the similar rates, the firm will be selected on the basis of total years of experience.

6.12 Execution of Contract

Letter of Award

Upon selecting the Successful Firm/ Chartered Accountant in accordance with the procedure as laid down in above mentioned clauses, the Member Secretary-cum-Mission Director, NHM, HP shall issue Letter of Award (**LOA**) to the Successful Firm/ Chartered Accountant:

The Firm/ Chartered Accountant declared as the Successful Firm/ Chartered Accountant shall:

- a) Confirm acceptance within two days of issue of LOA and sign agreement within the stipulated period.
- b) Submit the performance security @5% in the shape of bank guarantee/FDR of value of contract.

If the Firm/ Chartered Accountant to whom the LOA has been issued, fails to comply the above clauses, the Member Secretary-cum-Mission Director, NHM, HP shall disqualify the

Firm/ Chartered Accountant selected as the Successful Firm/ Chartered Accountant including debarring the Firm/ Chartered Accountant from participating in any future Tenders in State NHM for period of three consecutive years from such date and the EMD shall stand forfeited.

6.13 Execution of the Contract

The successful firm/ Chartered Accountant shall execute an agreement on a non-judicial stamp paper of value of Rs.100/-(stamp duty to be paid by the Firm/ Chartered Accountant) within 7 days from the date of issue of LOA from Member Secretary-cum-Mission Director, National Health Mission, H.P.

Rights of the Member Secretary-cum-Mission Director, NHM,HP

The Member Secretary-cum-Mission Director, NHM, HP reserves the right, in its sole discretion and without any liability to the Firm/ Chartered Accountants, to:

- a) accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Firm/ Chartered Accountant(s);
- b) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- c) Independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Firm/ Chartered Accountant.

SECTION-VII, QUAL

S.No	Document	Qual
1)	Bid Application Cover Letter and undertakings	Qual-1
2)	Power of Attorney	Qual-2
3)	Annual Turnover Statement 2017-18, 2018-19, 2019-20	Qual-3
4)	Work Experience	Qual- 4
5)	Certificate of incorporation under the Companies Act/Agreement/partnership deed (as applicable).	Qual-5-1
	The firm should have its registered Head office located in Himachal Pradesh.	Qual-5-2
6)	Last three (3) years' Income Tax Returns i.e. 2017-18, 2018-19, 2019-20	Qual-5-3
7)	GST Registration Certificate.	Qual-5-4
8)	Permanent Account Number (PAN) of firm.	Qual-5-5
9)	The firm should not have been black listed / debarred / de-registered by any Government/ Institution (Undertaking on affidavit value Rs. 100)-	Qual 5-6
10)	Human Resource profile including the names and profile of the auditor(s)	Qual-5-7
11)	EMD amounting to Rs.5,000/-in the shape of DD in favour of Member Secretary-cum-Mission Director.	Qual-5-8
12)	Tender Document Cost - Rs 500/- in the shape of DD in favour of Member Secretary-cum-Mission Director, National Health Mission, H.P., payable at Shimla.	Qual-5-9
13)	Checklist for Qualification of Bids	Qual-6
14)	Financial Bid (Fin-1)	Qual-7

Qual-1**Bid Application Cover Letter and Undertakings**

[On the letterhead of the Firm/ Chartered Accountant]

Date:

From:

To

Member Secretary-cum-Mission Director

Swasthya Sadan, Block No. 6, SDA Complex,

Kasumpti, Shimla-9, Himachal Pradesh

Sir,

Sub: Appointment of Statutory Auditor to conduct audit of Society for Management of Medical & Other Emergencies, Himachal Pradesh(EMRT Society),H.P. under Referral Transport for 108-National Ambulance Services for the FY 2020-21.

With reference to our Tender Documents dated , we,

_, wish to submit our Qualification Bid for the award of the Contract(s)

We hereby submit our Qualification Bid, which is unconditional and unqualified. We have examined the Tender Documents issued by the Member Secretary-cum-Mission Director, NHM, HP.

1. We acknowledge that the Member Secretary-cum-Mission Director, NHM, HP or any other person nominated by the Government of Himachal Pradesh will be relying on the information provided in our Qualification Bid and the documents accompanying such Qualification Bid for selection of the Eligible Firm/ Chartered Accountants for the evaluation of Financial Bids, and we certify that all information provided in the Qualification Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying such Qualification Bid are true copies of their respective originals.
2. We shall make available to the Member Secretary-cum-Mission Director, NHM, HP any clarification that it may find necessary or require to supplement or authenticate our Qualification Bid.
3. We acknowledge the right of the Member Secretary-cum-Mission Director, NHM, HP to reject our Qualification Bid or not to declare us as the Eligible Firm/ Chartered Accountant,

without assigning any reason or otherwise and we hereby waive, our right to challenge the same on any account whatsoever.

4. Our details are as follows:

A. Details of the Entity:

- a. Name:
- b. Address of the head quarters:
- c. Identification Number of entity:
- d. PAN
- e. Date of incorporation:
- f. Date of commencement of business:
- g. Address and contact numbers of its branch office in the State/UT, if any:
- h. Name and contact details of Branch Head in the State/UT:

B. Details of the individual who will serve as the point of contact / communication for the purposes of this tender:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Mobile number:
- g. E-mail address:
- h. Fax Number:

C. Particulars of the Authorized Signatory of the Firm/ Chartered Accountant:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Mobile number:
- g. E-mail Address:
- h. Fax Number:

5. We undertake that:

- a. We satisfy the Qualification Criteria and meet all the requirements as specified in the Tender Documents.

b. We agree and release the Member Secretary-cum-Mission Director, NHM, HP and their employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Tender Documents and/or in connection with the Bidding Process, and any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.

6. We represent and warrant that:

a. We have examined the Tender Documents and have no reservations to the same, including all Addenda issued by the Member Secretary-cum-Mission Director, NHM,HP

b. We unconditionally accept the terms of the Contract that will be signed after selection and shall seek no material deviation from or otherwise seek to materially negotiate the terms of the draft main Contract or the draft Supplementary Contract, if declared as the Successful Firm/ Chartered Accountant.

c. We hold valid certifications and approvals for execution of the project as on the date of submission of this Bid.

d. We have not and will not undertake any canvassing in any manner to influence or to try to influence the process of selection of the Successful Firm/ Chartered Accountant.

e. The Tender Documents and all other documents and information that are provided by the Member Secretary-cum-Mission Director, NHM, HP to us are and shall remain the property of the Member Secretary-cum-Mission Director, NHM, HP and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Tender Documents. We undertake that we shall treat all information received from or on behalf of the Member Secretary-cum-Mission Director, NHM, HP as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.

f. The Member Secretary-cum-Mission Director, NHM, HP shall not return the Qualification Bid or any part thereof or any information provided along with the Qualification Bid, other than in accordance with provisions set out in the Tender Documents.

g. We have made a complete and careful examination of the Tender Documents and all other information made available by or on behalf of the Member Secretary-cum-Mission Director, NHM,HP.

h. We have satisfied ourselves about all things, matters and information, necessary and required for submitting an informed Bid and performance of our obligations under the Contract.

i. Any inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or by or on behalf of the Member Secretary-cum-Mission Director, NHM, HP or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non-performance of its obligations or loss of profits or revenue from the Member Secretary-cum-Mission Director, NHM, HP or a ground for termination of the Contract.

j. Our Bid shall be valid for a period of 180 days from the last date of bid submission, i.e., until_____.

7. We undertake that if there is any change in facts or circumstances during the Bidding Process, or if we become subject to disqualification in accordance with the terms of the Tender Documents, we shall inform the Member Secretary-cum-Mission Director, NHM, HP of the same immediately.

8. We are submitting with this Letter, the documents that are listed in the checklist set out in Qual 6 of tender document.

9. We undertake that if we are selected as the Successful Firm/ Chartered Accountant we shall:

a. Sign and return an original copy of the Letter of Award (LOA) to the Member Secretary-cum-Mission Director, NHM, HP within two days of issuance of the LOA, as confirmation of our acceptance of the LOA. Otherwise, our bid shall stand disqualified.

b. Not seek to materially negotiate or seek any material deviations from the final drafts of the Contract provided to us by the Member Secretary-cum-Mission Director, NHM,HP.

10. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Qualification Bid or question any decision taken by the Member Secretary-cum-Mission Director, NHM, HP in connection with the evaluation of the Qualification Bid, declaration of the Eligible Firm/ Chartered Accountants, or in connection with the Bidding Process itself, or in respect of the Contract(s) to execute the project in the State of Himachal Pradesh.

11. We hereby undertake and explicitly agree that if we are selected as the Successful Firm/ Chartered Accountant, we shall adhere to and unconditionally comply with the terms as set out in the Tender Documents and the Contract.

12. We hereby declare and undertake that we have not been black-listed by any Government Organization anywhere in India, by Central, any state or local Government.

13. We agree and undertake to abide by all the terms and conditions of the Tender Documents, including all Addenda, Annexure and Appendices.

14. This Bidding Process, the Tender Documents and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in State of Himachal Pradesh.

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

Dated this day of

(Signature)

(Name of the authorized signatory)

In the capacity of _____ [position]

Duly authorized to sign this Bid for and on behalf of [name of Firm/ Chartered Accountant]

Qual-2: Power of Attorney for Signing of Bids

(On Rs. 100 Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

Know all men by these present that we

__(name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.__(name and residential address) who is presently employed with us and holding the position of__as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of a bid pursuant to Tender Document No..... dated*(insert Tender Document No. and date of issue)* issued by the Member Secretary-cum-Mission Director, NHM, HP, for appointment of Statutory Auditor to conduct audit of Society for Management of Medical & Other Emergencies, Himachal Pradesh(EMRT Society), H.P. under Referral Transport for 108-National Ambulance Services for the FY 2020-21. We further authorize _____ to utilize his/her Digital Signatures to upload the bid.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the _____ Day of _____ For _____

(Name, Designation and Address)

Qual – 3**Annual Turnover Statement**

The annual Turnover of M/s..... for the past three financial years are given below and certified that the statement is true and correct.

Sr. No.	Financial Year	Turnover in Lakhs(Rs.)
1.	2017-18	
2.	2018-19	
3.	2019-20	

Total Rs..... Lakhs.

Average turnover per annum Rs..... Lakhs

Signature of Chartered Accountant

(Name in Capital)

Membership No.

UDIN

Date

Seal

Signature of Firm/ Chartered Accountant:

Name:

Designation:

Seal:

Qual-4:
CLIENT WORK EXPERIENCE

(On letterhead of firm/ Chartered Accountant)

To,

The Member Secretary-cum-Mission Director,
National Health Mission, Swasthya Sadan
SDA Complex Shimla-9

Subject:- Appointment of Statutory Auditor to conduct audit of Society for Management of Medical & Other Emergencies, Himachal Pradesh(EMRT Society),H.P. under Referral Transport for 108-National Ambulance Services for the FY 2020-21.

Sir,

We have conducted audit of following for Government/semi government/PSUs/Boards/in Himachal Pradesh in last three years

S.No.	Name of Organization	Order / No & dt. If any	Amount of which work executed

We are attaching the work orders for your perusal.

Place:

Date :

(Signature of the Firm/ Chartered Accountant)
Name & Designation Seal

Qual 5-1 to 5-9**Supporting documents to be submitted**

S. No.	Document	Qual
1.	Certificate of incorporation under the Companies Act/Agreement/partnership deed (as applicable).	Qual-5-1
2.	The firm should have its registered Head office located in Himachal Pradesh.	Qual-5-2
3.	Last three (3) years' Income Tax Returns i.e. 2017-18, 2018-19, 2019-20	Qual-5-3
4.	GST Registration Certificate.	Qual-5-4
5.	Permanent Account Number (PAN) of firm.	Qual-5-5
6.	The firm should not have been black listed / debarred / de-registered by any Government/ Institution (Undertaking on affidavit value Rs. 100)-	Qual 5-6
7.	Human Resource profile including the names and profile of the auditor(s)	Qual-5-7
8.	EMD amounting to Rs.5,000/-in the shape of DD in favour of Member Secretary-cum-Mission Director.	Qual-5-8
9.	Tender Document Cost - Rs 500/- in the shape of DD in favour of Member Secretary-cum-Mission Director, National Health Mission, H.P., payable at Shimla.	Qual-5-9

Qual 6: Checklist

S. No	Document	Qual	Submitted (Yes/No) with Page Numbering
1)	Bid Application Cover Letter and undertakings	Qual-1	
2)	Power of Attorney	Qual-2	
3)	Annual Turnover Statement 2017-18, 2018-19, 2019-20	Qual-3	
4)	Work Experience	Qual- 4	
5)	Certificate of incorporation under the Companies Act/Agreement/partnership deed (as applicable).	Qual-5-1	
	The firm should have its registered Head office located in Himachal Pradesh.	Qual-5-2	
6)	Last three (3) years' Income Tax Returns i.e. 2017-18, 2018-19, 2019-20	Qual-5-3	
7)	GST Registration Certificate.	Qual-5-4	
8)	Permanent Account Number (PAN) of firm.	Qual-5-5	
9)	The firm should not have been black listed / debarred / de-registered by any Government/ Institution (Undertaking on affidavit value Rs. 100)-	Qual 5-6	
10)	Human Resource profile including the names and profile of the auditor(s)	Qual-5-7	
11)	EMD amounting to Rs.5,000/- in the shape of DD in favour of Member Secretary-cum-Mission Director.	Qual-5-8	
12)	Tender Document Cost - Rs 500/- in the shape of DD in favour of Member Secretary-cum-Mission Director, National Health Mission, H.P., payable at Shimla.	Qual-5-9	
13)	Checklist for Qualification of Bids	Qual-6	

SECTION-VIII**Fin-1 Financial bid**

S. No.	Particular	Rates in lump sum (inclusive all taxes)in Rs.
1.	To conduct audit of Society as per SECTION-III Scope of Work	

Seal and Signature of Chartered Accountants