

Government of Uttar Pradesh



Request for Proposal for Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under National Health Mission, Uttar Pradesh

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DISCLAIMER

1. The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the National Health Mission, Uttar Pradesh, (hereinafter referred to as “**NHM-UP**”) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by NHM-UP to the prospective Bidders or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
3. NHM-UP does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for NHM-UP to consider particular needs of each party who reads or uses this RFP document. The RFP includes statements which reflect various assumptions and assessments arrived at by NHM-UP in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own assessment and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
4. NHM-UP will not have any liability to any prospective Bidder or any other person under any laws including without limitation the law, statute, rules or regulations or contract and tort, the principles of equity, restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered in connection with anything contained in this RFP or otherwise, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of NHM-UP or their employees, any agency or otherwise arising in any way from the selection process for the Project. NHM-UP will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
5. NHM-UP shall not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NHM-UP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and that NHM-UP reserves the right to accept/reject any of the Bids or Proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. NHM-UP also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP proposal.
6. Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHM-UP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
7. NHM-UP reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the Uttar Pradesh Government e Procurement System website: <http://etender.up.nic.in> (“**UP Tender Website**”)

NOTICE FOR REQUEST FOR PROPOSAL

“RFP for Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under NHM-UP”

National Health Mission, Uttar Pradesh, (“NHM-UP”), Government of Uttar Pradesh, plans to appoint Chartered Accountant firms which are empaneled with C&AG/ Cost Accountant firms, for conducting concurrent audits of all the implemented programs under National Health Mission, as defined in this RFP and invites proposals from suitable agencies meeting the criteria as mentioned in this RFP document.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the UP Tender Website <http://etender.up.nic.in>

Interested bidders are requested to submit their technical and financial proposals in response to the RFP online on the UP Tender Website:

S. No	Description	Date and Time
1.	Publish Date	06-12-2022
2.	Document Download/Sale Start Date	06-12-2022
3.	Document Download/Sale End Date	02-01-2023 at 1700 hrs
4.	Prebid Meeting Address/ Portal	14-12-2022 at 12.00 pm Topic: Meeting reg. Pre Bid meeting for RFP for selection of concurrent auditor for state Time: Dec 14, 2022 12:00 PM India Join Zoom Meeting https://us02web.zoom.us/j/85824041412?pwd=OGFVQUITaUg5OHl6Y1JzSmNybFpQZz09 Meeting ID: 858 2404 1412 Passcode: 629981 Find your local number: https://us02web.zoom.us/j/85824041412?pwd=OGFVQUITaUg5OHl6Y1JzSmNybFpQZz09
5.	Bid Submission Start Date	14-12-2022at 0900 hrs
6.	Bid Submission End Date	02-01-2023 at 1700 hrs
7.	Bid Opening Date	03-01-2023 at 1600 hrs
8.	Bid Validity (Days)	180 (One Hundred & Eighty) days
9.	Period of Work (Days)	365 (three hundred & sixty-five) days
10.	Location	Uttar Pradesh
11.	Pin code	226 001
12.	Bid Opening Place	NHM-UP, Lucknow
13.	Product Category	Services
14.	Nature of Work	Concurrent Audit of various programs implemented under NHM-UP
15.	Proposals Invited By	Mission Director, National Health Mission, GoUP, 16 A P Sen Marg, Mandi Parishad, Lucknow – 226001
16.	Date of Opening of Financial Proposals	To be intimated to technically qualified bidders at later stage

*Selection of Concurrent Auditor for the FY 2021-22 & 2022-23
for the various programs implemented under NHM-UP*

17.	Mode of Submission of Proposal	Online on http://etender.up.nic.in
18.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related Information	http://etender.up.nic.in
19.	Cost of RFP document (Tender Fee)	INR 500/-
20.	Earnest Money Deposit	INR 5,000/-
21.	Performance Security	03% of the total fee quoted in Financial Proposal (professional fee per audit year)
22.	Method of Selection	Least Cost Selection (L-1)

Note:

1. The e-Bid Submission module of e-Tender portal <http://etender.up.nic.in> enables the bidders to submit the e-Bid online against the e-Tender published by the NHM-UP. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the e-Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-Tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the Tender schedule. Once the e-Bid submission date and time is over the Bidders cannot submit their e-Bid. For delay in submission of e Bids due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission of their e Bids:
 - (a) For participating in e-Tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-Tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of **INR 6000/- (INR Six thousand only)** in the office of **U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001** for getting a valid User ID and password and the required training/ assistance etc. on e-Tender portal <http://etender.up.nic.in>. The Bidders may contact U.P. Electronics Corporation Limited.
 - (b) In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/she has registered as enumerated in the preceding paragraph above.
 - (c) For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of INR 1500/- per person, The Bidder is also advised to register his/her DSC on e-Tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-Tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The NHM-UP shall not be held responsible if the Bidder tries to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.
 - (d) The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format. After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The

Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. of this RFP document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical Schedules/packets can be clubbed together to make single different files for each label

- (e) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only
 - (f) After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference
3. The Bidder(s) who have undertaken audit of State Health Society for consecutive three years (i.e. 2018-19, 2019-20 & 2020-21) shall not be eligible for conducting the SHS audit for next three years
 4. The Bidder(s) who have applied for the Request for Proposal for Selection of Concurrent Auditor(s) for the Financial Years 2021-22 & 2022-23 for the various programs implemented through District Health Society (DHS) under National Health Mission, Uttar Pradesh, published on 30th November 2022; shall not be eligible to participate in the RFP
 5. Amendments/ Corrigendum to the RFP document, if any, would be published on UP Tender Website only, and not in newspaper
 6. NHM-UP reserves all the rights to cancel the Selection Process and reject any or all the Proposals at any point of time
 7. No contractual obligation whatsoever shall arise from the RFP document unless and until a formal contract is signed and executed between NHM-UP and the Selected Bidder
 8. NHM-UP disclaims any factual or other errors in the RFP document (the onus is purely on each Bidder(s) to verify such information) and the information provided therein are intended only to help the Bidder(s) to prepare a proposal in accordance with the terms and conditions as set out in this RFP document

Issuing Authority

Mission Director,
National Health Mission – Uttar Pradesh (NHM-UP),
Public Health and Family Welfare Department,
Government of Uttar Pradesh

ABBREVIATIONS AND DEFINITIONS

In this RFP, unless the context otherwise requires, the following words, expressions and abbreviations shall have the following meanings:

ACS	Additional Chief Secretary
AMG	Annual Maintenance Grant
APL	Above Poverty Line;
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents;
ASHA	Accredited Social Health Activist;
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder;
ATR	Action Taken Report;
Authorized Signatory/ Representative	Shall have the meaning as ascribed to it in Clause 2.6.6 of this RFP;
AWP	Annual Work Plan;
BAM	Block Accounts Manager
BCHC	Block Community Health Centre
Bid Validity Period	Shall have the meaning as ascribed to it in Clause 2.6.12 of this RFP;
Bidder (s)	Shall mean any entity which has submitted a Proposal pursuant to this RFP;
Bidding Documents	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
BOQ	Bill of Quantity
BPHC	Block Primary Healthcare Centre
BPL	Below Poverty Line;
BPM	Block Programme Manager
BPMU	Block Programme Management Units
BRS	Bank Reconciliation Statement
C&AG	Comptroller & Auditor General of India;
CA	Chartered Accountant
CHCs	Community Health Centre's;
CHO	Community Health Officer;
CMA	Cost Management Accountant
CMO	Chief Medical Officer
Concurrent Audit	Concurrent audit is a systematic and timely examination of financial transactions on a regular basis to ensure accuracy, authenticity, compliance with procedures and guidelines
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.1.7 of this RFP;

Contract Period	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Contract/ Procurement Contract	The contract to be entered between NHM-UP and the Selected Bidder for undertaking the Project;
Control	means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law;
CVC	Central Vigilance Commission
DA	Data Assistant
DAC	District Audit Committee
DAM	District Accounts Manager
Damages	Shall have the meaning as ascribed to it in Clause 2.1.7 of this RFP;
Day	A calendar day as per GoUP;
DH	District Hospitals;
DHAP	District Health Action Plan
DHS	District Health Society;
DPM	District Programme Manager
DPMU	District Programme Management Unit
E.D.L.	Essential Drug List;
EMD	An Earnest Money Deposit provided to NHM-UP by a Bidder for securing the fulfilment of any obligation in terms of the provisions of the RFP documents and as defined in Clause 2.5.1;
FAMS	Finance and Account managements System
Financial Proposal	Shall have the meaning as ascribed to it in Clause 2.6.9 (c) of this RFP;
FY	Shall mean a Financial Year period starting from 01 st April and ending on 31 st March of each respective financial year;
FM	Financial Management
FMG	Financial Management Group
FMR	Financial Monitoring Report
FY	Shall mean a Financial Year period starting from 01 st April and ending on 31 st March of each respective financial year;
GFR	General Financial Rule
GoI	Government of India;
Good Industry Practice	means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under the RFP/ Contract which would be expected from a skilled and experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of works of the type, nature and scope similar to those mentioned in this RFP;
GoUP/State Government	Government of Uttar Pradesh;
HSS	Health System Strengthening
HWC	Health Wellness Centre
ICAI	The Institute of Chartered Accountants of India
ICMAI	The Institute of Cost Accountants of India
IDHAP	Integrated District Health Action Plan
IDSP	Integrated Disease Surveillance Programme
IEC	Information, education, and communication;
IMR	Infant Mortality Rate

INR	Indian Rupees;
IT	Information Technology;
JSY	Janani Suraksha Yojna
L-1 Bidder	Shall have the meaning as ascribed to it in Clause 3.4.6 of this RFP;
MAS	Mahila Arogya Samiti
MIS	Management Information System
MMR	Maternal Mortality Rate
MO	Medical Officer
MoHFW	Ministry of Health and Family Welfare
MOU	Memorandum of Understanding
NDCP	National Disease Control Programme
NHM	National Health Mission
NHM-UP	National Health Mission-Uttar Pradesh;
NIDDCP	National Iodine Deficiency Disorders Control Programme
NLEP	National Leprosy Control Programme
NMHP	National Mental Health Programme
Nodal NHM-UP	An NHM-UP officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. For the purpose of this RFP document, the Mission Director, NHM-UP shall be the Nodal NHM-UP;
NOHP	National Oral Health Programme
Notification	A notification published in the Official Gazette;
NPCB	National Programme for Control of Blindness
NPCDCS	National Programme for Prevention and Control of Cancer, Diabetes, Cardiovascular Diseases and Stroke
NPF	National Programme for Fluorosis
NPHCE	National Programme for Health Care of the Elderly
NPPC	National Programme for Palliative Care
NPPCD	National Programme for Prevention and Control of Deafness
NRHM	National Rural Health Mission
NTCP	National Tobacco Control Programme
NTEP	National Tuberculosis Elimination Programme
NUHM	National Urban Health Mission
NVBDCP	National Vector Borne Disease Control Programme
NVHCP	National Viral Hepatic Control Programme
PHCs	Primary Health Centers;
PIP	Programme Implementation plan
PPI	Pulse Polio Immunization
Pre-Qualification Criteria	Shall have the meaning as ascribed to it in Clause 3.1 of this RFP;
Project	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Project Site	Wherever applicable, means the designated place or places;
Proposal Due Date	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
Proposal/ Bid	Shall have the meaning as ascribed to it in Clause 2.1.1 of this RFP;
PS, MH&FW	Principal Secretary, Medical Health & Family Welfare
PWD	Public Works Department;
RBI	Reserve Bank of India;
RCH	Reproductive and Child Health
RFP	Request For Proposal

RFP/Tender	means the following request for proposal document issued by NHM-UP to the prospective Bidders: RFP No.datedfor Any Corrigendum(a) / Amendment(s) / Clarification(s) to the RFP issued by NHM-UP subsequent to the issue of the RFP shall be an integral part of the RFP document;
RI	Routine Immunization
RKS	Rogi Kalyan Samitis;
RoP	Record of Proceedings
SAC	State Audit Committee
SAM	State Accounts Manager
SCs	Sub- Centres;
Selected Agency/Agency	The Selected Bidder, which shall sign the Contract with NHM-UP for providing the services envisaged under this RFP;
Selected Bidder	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Selection Process or Tender Process	The process of procurement extending from the issue of Notice for Request for Proposal to the signing of the Contract or cancellation of the Selection/Tender Process, as the case may be;
Technical Committee	Shall have the meaning as ascribed to it in Clause 3.4.1 of this RFP;
SFM	State Finance Manager
SFP	Statement of Fund Position
SHS	State Health Society
SIHFW	State Institute of Health and Family Welfare (Training Institutions)
SoE	Statement of Expenditure
SPIP	State Project Implementation Plan
SPMU	State Programme Management Unit
Sr. F&O	Senior Finance and Account Officer
State	State of Uttar Pradesh;
TDS	Tax Deducted at Source
Technical Proposal	Shall have the meaning as ascribed to it in Clause 2.6.3 of this RFP;
UC	Utilization Certificate
UNICEF	United Nations International Children Education Fund;
VHSNC	Village Health Sanitation & Nutrition Committees;
Work Order	Shall have the meaning as ascribed to it in Clause 3.5.1 of this RFP

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto herein. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

SECTION 1. LETTER OF INVITATION

1.1 Introduction

The National Health Mission (“**NHM**”) is a Government of India (“**GOI**”) program, in which the financial sharing pattern of Central Government and State Government is in the ratio of 60:40 for the expenses to be incurred across various heads. The NHM seeks to provide accessible, affordable and quality health care to the population, especially the vulnerable sections. NHM-UP operates through State Health Society (“**SHS**”), which is engaged in managing health services in the State through District Health Societies (“**DHS**”).

The Mission of NHM is to “facilitate an improved health status and quality of life of the urban & rural population, with unequivocal and explicit emphasis on results driven, integrated, decentralized, participatory and innovative approaches to health services”. The NHM is an integrated approach in bringing about a dramatic improvement in health system and the health status of the people. The mission seeks to provide universal access to equitable, affordable and quality health care services, which is accountable and responsive to the need of the people. The program has been launched by GOI on 12th April 2005 and by **Government of Uttar Pradesh on 07th September 2005**.

To achieve the goals of the programme NHM will:

- Facilitate increased access and utilization of quality health services by all.
- Forge a partnership among central, state and the local governments.
- Set up a platform for involving the Panchayati Raj Institutions and community in the management of primary health programmes and infrastructure.
- Provide an opportunity for promoting equity and social justice.
- Establish a mechanism to provide flexibility to the states and the community to promote local initiatives.
- Develop a framework for promoting inter-sectoral convergence for promotive and preventive health care.
- Reduce in Infant Mortality Rate (IMR) and Maternal Mortality Ratio (MMR).
- Universal access to public health services such as Women’s health, child health, water, sanitation & hygiene, immunization, and nutrition.
- Prevent and control of communicable and non-communicable diseases, including locally endemic diseases.
- Access to integrated comprehensive primary healthcare
- Population stabilization, gender and demographic balance
- Revitalize local health traditions and mainstream AYUSH
- Promote of healthy life styles

The NHM was conceived as an umbrella program subsuming the existing programs of health and family welfare, including the following programs:

A. NHM-RCH Flexible Pool:

- a) **RCH Flexible Pool** including Routine Immunization (RI), Pulse Polio Immunization (PPI) and National Iodine Deficiency Disorder Control Programme (NIDDCP).
- b) **Health System Strengthening (HSS)** including 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).

B. National Urban Health Mission (NUHM) Flexible Pool.

C. Flexible Pool for Communicable Diseases:

- a) National Vector Borne Disease Control Programme (NVBDCP),
- b) National Tuberculosis Elimination Programme (NTEP),
- c) National Leprosy Eradication Programme (NLEP),
- d) Integrated Disease Surveillance Programme (IDSP).
- e) National Viral Hepatics Control Programme(NVHCP)

D. Flexible Pool for Non-Communicable Diseases:

- a) National Programme for Control of Blindness (NPCB),
- b) National Mental Health Programme (NMHP),
- c) National Programme for Health Care of the Elderly (NPHCE),
- d) National Tobacco Control Programme (NTCP),
- e) National Programme for Prevention and Control of Cancer, Diabetes, Cardiovascular Diseases and Stroke (NPCDCS).

E. Non NHM Grant including expenses of COVID Package carried out by DHS

A Mission Directorate has been established in the Ministry of Health and Family Welfare (MoHFW) for successful running of the NHM program. It is headed by the Mission Director who is at the level of Additional Secretary to the Government of India. The Mission Director is supported by the Joint Secretary, Directors NHM, Under Secretary, Assistant Director, Section Officer and other staff members at the Center Level.

Project Management under National Health Mission:

At the state level State Health Mission has been constituted under the Chairmanship of Honorable Chief Minister while the State Health Society has been constituted under the chairmanship of Chief Secretary of Uttar Pradesh. Similarly at the district level District Health Mission has been constituted under the chairmanship of Honorable Minister In-charge of the district while District Health Society (DHS) has been formed under the Chairmanship of District Magistrate.

For achievement of NHM goals and for effective implementation of NHM activities additional resources and capacities at various levels have been created, viz., State Programme Management Unit (SPMU) – at the state level, District Programme Management Unit (DPMU) at district level and Block Programme management (BPMU) at block level.

Project Management Structure of NHM in UP:

The NHM programme has been implemented in the state of UP by a society headed by Mission Director who reports to the Principal Secretary (Health & Family Welfare), GoUP. At the District level, District Programme Management Units (DPMUs) is established and they work as the secretariat for the District Health Societies. The CMO / ACMO are the nodal officer for the DPMUs. A

Programme Manager who generally has a background in Rural Management or is an MBA works as the District Programme Manager

In light of the aforesaid, National Health Mission, Uttar Pradesh (“**NHM-UP**”) is inviting Proposals from the prospective Bidders for Concurrent Audit for FY 2021-22 & 2022-23 of SHS for the various programs implemented under National Health Mission for NHM-UP for a duration of 01 (one) year (“**Project**”). The selection of the agency shall be on the basis of an evaluation by NHM-UP in accordance with the method of selection specified in the RFP (the “**Selection Process**”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NHM-UP’s decisions would be final without any right of appeal whatsoever.

Pursuant thereto, the Contract will be signed with the selected bidder (the “**Selected Bidder**”) for a period of 01 (one) year (“**Contract Period**”) only.

1.2 Objectives

The primary objective of the monthly concurrent audits is to enable the concurrent auditors to examine the accounts pertaining to the National Health Mission programme maintained by the District Health Society on a continuous basis, provide necessary technical and handholding support with a view to ensure timely preparation of accounts and financial Monitoring reports (FMRs), reliability of information, effective monitoring of programme activities and advances, etc. is audit will also enable timely identification of accounting and reporting issues and addressing them expeditiously without allowing them to assume monstrous proportion.

One of the main objectives of this exercise is to get the bank & fund balance of each Block administrative units from district and their sub-units viz, CHC, PHC, sub center and VHSNC to be reconciled. All differences shall be clearly identified with complete details.

The other key objectives to engage audit firms for conducting concurrent audit services are as follows:

- To ensure voucher/ evidence based payments to improve transparency,
- To ensure accuracy and timeliness in maintenance of books of accounts,
- To ensure timeliness and accuracy of periodical financial statements,
- To improve accuracy and timeliness of financial reporting especially at sub-district levels,
- To ensure compliance with laid down systems, procedures and policies,
- To regularly track, follow up and settle advances on a priority basis,
- To assess & improve overall internal control systems

Documents for Submission

S. No.	Documents to be Submitted
1	Documents as mentioned for pre-qualification criteria, technical evaluation and any other supporting document as requested in the RFP and as deemed suitable by the Bidder to support the facts and figures stated in the proposal of the Bidder.
2	ANNEXURE 1: COVER LETTER
3	ANNEXURE 2: TURNOVER & NETWORTH DETAILS OF BIDDER
4	ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL
5	ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE SUMMARY
6	ANNEXURE 4: SELF-DECLARATION
7	ANNEXURE 5: BLACKLISTING AND PENDING SUIT
8	ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
9	ANNEXURE 8: DECLARATION FOR EXISTENCE OF THE FIRM
10	ANNEXURE 9: FORMAT FOR ANTI-COLLUSION CERTIFICATE
11	ANNEXURE 10: FORMAT FOR LETTER OF EXCLUSIVITY
13	ANNEXURE 11: DECLARATION FOR SUBMISSION OF AUDIT REPORT OF PREVIOUS YEARS OR NON-PREVIOUS AUDITOR IN ANY DHS/ SHS

Please Note:

1. All documents submitted by the Bidder under its Proposal shall be mandatorily submitted in complete and in the form prescribed under this RFP
2. NHM-UP, at its sole discretion, may cancel any submission of Proposal if it appears that a Proposal does not include the required documents/ includes incomplete/ incomprehensible/ wrong documents
3. The aforesaid list is inclusive and not exhaustive. The Bidder shall submit other relevant documents required in the RFP or requested by NHM-UP from time to time

SECTION 2. INSTRUCTION TO THE BIDDERS

2.1 General Terms of Bidding

- 2.1.1 Bidders are invited to submit Technical Proposal and Financial Proposal (collectively referred to as “**the Proposal/ Bid**”), as specified in the schedule of RFP, for the services required under the Project. The Proposal will form the basis for grant of Work Order/Contract to the Selected Bidder. The Selected Bidder shall carry out the Project in accordance with the scope of work as specified in this RFP (the “**SOW**”)
- 2.1.2 NHM-UP shall receive Proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by NHM-UP, as modified, altered, amended, and clarified from time to time by NHM-UP (collectively the “**Bidding Documents**”), and all Proposal(s) shall be prepared and submitted in accordance with such terms on or before the Bid submission end date (the “**Proposal Due Date**”)
- 2.1.3 NHM-UP requires that the Bidder hold NHM-UP’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out its obligations in the best interests of NHM-UP and the Project
- 2.1.4 It is NHM-UP’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Project. Pursuant thereto, NHM-UP:
- (a) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question;
 - (b) will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded any contract or Work Order if it at any time determines that such Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order/ Contract.
- 2.1.5 **Number of Proposals:** No Bidder shall submit more than 01 (one) Proposal for the Project. In the event of such an occurrence (i.e., submission of more than 01 (one) Technical or Financial Proposal), both the Proposals, shall be summarily rejected
- 2.1.6 **Consortium/ Joint Venture:** Proposal shall be submitted only by a single/ sole Bidder; Consortiums and Joint Ventures are not allowed under this RFP. Sub-contracting of the Scope of Work or any part thereof shall not be allowed under this RFP/ Contract. Any bidder found to have sublet the allotted assignments shall be debarred from the bidding process of any NHM-UP/ DHS/ SHS for 10 (ten) years
- 2.1.7 **Conflict of Interest:** A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NHM-UP shall be entitled to forfeit and appropriate the EMD/Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by NHM-UP and not by way of penalty for, *inter alia*, the time, cost and effort of NHM-UP, including consideration of such Bidder’s

Proposal (“the **Damages**”), without prejudice to any other right or remedy that may be available to NHM-UP under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, in the below circumstances:

- (a) A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same Selection Process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, which puts them in a position to have access to information about or influence the Proposal of another Bidder; or
- (b) The Bidder, or its Associate (or any constituent thereof) and any other Bidder, or its Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- (c) a constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
- (d) such Bidder, or its Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or its Associate thereof; or
- (e) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (f) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, which puts either or both of them in a position to have access to each other’s information about, or to influence the Proposal of either or each other; or
- (g) such Bidder, or any Associate thereof has participated as a consultant to NHM-UP in the preparation of any Bidding Documents, design, or technical specifications of the Project

2.1.8 A Bidder or their Associate should, in the last 03 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate

2.1.9 Any Bidder that has been barred by the Central Government, any State Government, a statutory authority, or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal

2.1.10 A Bidder shall be liable for disqualification if any legal, financial, or technical adviser of NHM-UP in relation to the Project is engaged by the Bidder and/or its Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of

doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Associate in the past but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 03 (three) years from the date of commencement of services under the Project

2.1.11 Cost of Bidding: The Bidders shall bear all costs associated with or relating to the preparation and submission of their Proposals and their participation in the Selection Process including but not limited to preparation, postage, copying, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHM-UP, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and NHM-UP shall not be liable in any manner whatsoever for such costs or for any other costs or other expenses that may be incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

2.1.12 Acknowledgement by Bidder,

- (a) It shall be deemed that by submitting the Proposal, the Bidder has:
- (i) made a complete and careful examination of the RFP;
 - (ii) received all relevant information requested from NHM-UP;
 - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of NHM-UP;
 - (iv) satisfied itself about all matters, things, and information, including matters referred to in Clause 2.1.12 hereinabove, necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under;
 - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.1.12 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NHM-UP, or a ground for termination of the Contract by the Selected Bidder;
 - (vi) acknowledged that it does not have a Conflict of Interest; and
 - (vii) agreed to be bound by the undertaking provided by it under and in terms hereof

2.1.13 NHM-UP and/ or its advisors/ consultants shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by NHM-UP and/ or its consultant

2.1.14 Right to reject any or all Proposals:

- (a) Notwithstanding anything contained in this RFP, NHM-UP reserves the right to accept or reject any Proposal or to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

- (b) Without prejudice to the generality of above, NHM-UP reserves the right to reject any Proposal if:
 - (i) at any time, a material misrepresentation is made or discovered; or
 - (ii) the Bidder does not provide, within the time specified by NHM-UP, the supplemental information sought by NHM-UP for evaluation of the Proposal
 - (iii) In case the bidding firm is found not suitable for audit on any reasonable ground like information by the Ministry/ ICAI/ ICMAI any State etc., NHM-UP may reject such proposal without giving any reason
- (c) Such misrepresentation/ improper response by the Bidder may lead to the disqualification/debarment/blacklisting of the Bidder. That the Proposal by the Bidder suffers from a material misrepresentation/ improper response includes but is not limited to the non-fulfillment of any of the conditions or requirements of the Selection Process
- (d) If such disqualification/ rejection occurs after the Proposals have been opened and the L-1 Bidder gets disqualified/ rejected, then NHM-UP reserves the right to:
 - (i) invite the remaining Bidders to match the Proposal submitted by L-1 Bidder/submit their Proposals in accordance with the RFP; or
 - (ii) take any other measure as may be deemed fit in the sole discretion of NHM-UP, including annulment of the Selection Process
- (e) NHM-UP reserves the right to debar or blacklist the L-1 Bidder or any Bidder whosoever is disqualified at any stage of the Selection Process for reasons inclusive of but not limited to reasons mentioned above as well as failure to comply with instructions enumerated in the RFP/ Annexures/ Addendum/ Corrigendum/ LOI/ Work Order/ Contract
- (f) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that 01(one) or more of the Pre-Qualification Criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Work Order or entering into of the Contract, and if the Selected Bidder has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NHM-UP to the Bidder, without NHM-UP being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Bidder may have under this RFP, the Bidding Documents, the Contract or under Applicable Laws
- (g) NHM-UP reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by NHM-UP make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by NHM-UP shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NHM-UP thereunder

- 2.1.15 The Bidder should not quote the Professional fee more than the annual Budgeted Professional fee mentioned in Scope of Work section. In case, the Professional fee quoted by any of the bidder in the Financial Proposal is found to be more than Budgeted Professional fee then Financial Proposal of the bidder, shall be summarily rejected
- 2.1.16 If during the course of audit (Contract Period) any Selected Agency fails to perform the assigned tasks/ activities as detailed out in the scope of work section, due to reasons recorded in writing, NHM-UP/ DHS/SHS can debar any such Agency for a period of 10 (ten) years from participating in any tender process of NHM-UP/DHS/ SHS and would award the work to the L-2 Bidder who would agree to provide the services at the L-1 rate. In case, the L-2 Bidder refuses to accept the offer at L-1 rate, offer shall be extended to all the participant Bidders in order of L-3-, L-4 and so forth till the work is allotted to one of the successful Bidder. Further, any Bidder who were found guilty of any misreporting, unprofessional behavior, making unreasonable demand /favours, etc., shall be debarred from the bidding process of any NHM-UP/ DHS/ SHS for a period of 10 (ten) years
- 2.1.17 NHM-UP shall adopt the Least Cost (L-1) methodology for selection of the Bidder; post qualification of the Bidders based on the Pre-Qualification Criteria, Technical Evaluation and Financial Proposal submitted
- 2.1.18 This RFP is not transferable
- 2.1.19 Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents
- 2.1.20 **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Principal Secretary, Health, GoUP, whose decision shall be final

2.2 Prebid Meeting

- 2.2.1 The Prebid meeting (the “**Prebid Meeting**”) shall be held either through physical presence or online via video conferencing through the link mentioned in the NIT table above. Interested Bidders shall connect using details provided by NHM-UP. Prebid Meeting of the Bidders will be convened as per the details set out in the UP Tender Website regarding the designated date, time and platform of the meeting. The link for the Prebid meeting to be held via virtual platform has been mentioned in the NIT
- 2.2.2 Bidders willing to attend the Prebid Meeting should inform NHM-UP beforehand in writing and email. The maximum number of participants from a Bidder, who chose to attend the Prebid Meeting, shall not be more than 02 (two) per Bidder. The representatives attending the Prebid Meeting shall accompany with a letter or email, duly signed by the Authorized Signatory of the Bidder
- 2.2.3 During Prebid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of NHM-UP. NHM-UP will endeavor to provide clarifications and such further

information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process

2.3 Clarification and amendment of RFP documents

- 2.3.1 Bidders may seek clarification on this RFP within the stipulated date as set out in the RFP document or within 03 (three) working days of the Prebid Meeting (03 (three) days exclusive of Prebid Meeting date)
- 2.3.2 Any request for clarification(s) must be sent by standard electronic means (Excel and PDF file) as per the format provided in this RFP document at **Annexure-12** to NHM-UP's email address: tenderquery.nhmup@gmail.com
- 2.3.3 NHM-UP will post the reply to such queries on UP Tender Website <http://etender.up.nic.in>
- 2.3.4 NHM-UP may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by NHM-UP shall be deemed to be part of the Bidding Documents. Verbal clarification(s) and information given by NHM-UP, or its employees or representatives shall not in any way or manner be binding on NHM-UP and shall not alter the terms of the RFP. However, NHM-UP reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NHM-UP to respond to any question(s) or to provide any clarification(s)
- 2.3.5 At any time before the Proposal Due Date, NHM-UP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigendum will be posted on UP Tender Website
- 2.3.6 To afford the Bidders a reasonable time for taking an amendment/Corrigenda into account, or for any other reason, NHM-UP may at its discretion extend the Proposal Due Date

2.4 Tender Fee

- 2.4.1 The RFP document is available online to registered users. A non-refundable Tender Fee of INR 500/- (Five hundred only) shall be payable ("**Tender Fee**") in the favor of State Health Society, Payable at Lucknow, apart from gateway and service charges, by each Bidder for their Proposals to be accepted
- 2.4.2 The Tender fee shall only be paid online by the bidder. Online payment details are available on this website: <http://etender.up.nic.in>. The bidder shall upload scan copy of fee payment receipts. Online payment details are available as follows:

S. No.	Particulars	Details
1	Bank Account Name (As Per Statement)	NRHM-SNA
2	Account No.	40239262093
3	IFSC Code	SBIN000 7806
4	Bank name	State Bank of India
5	Address of Bank	SBI MAIN BRANCH

National Health Mission, Government of Uttar Pradesh, India

2.5 Earnest Money Deposit

2.5.1 An Earnest Money Deposit (“EMD”) of INR 5,000 - (Five Thousand only) shall be paid by each Bidder. The EMD can be paid online (as per account details mentioned above) or can be submitted in the form FDR/ DD/ Bank Guarantee and scan copy of the same shall be uploaded on the portal. The original copy of FDR/ DD/ Bank Guarantee shall be submitted in the favor of State Health Society, Payable at Lucknow, Address – NHM-UP, Mandi Parishad, 16 A.P Sen Marg, Lucknow, before the date and time of Technical e-bid opening. The same will be returned within 60 (sixty) days after successful tender and contract with the Selected Bidder

2.5.2 DELETED

2.5.3 **DELETED**

2.5.4 The EMD shall be kept valid through the Bid Validity Period and may need to be extended, if so, required by NHM-UP/ DHS/ SHS

2.5.5 NHM-UP will not be liable to pay any interest on EMD. EMD of pre-qualified but unselected Bidders shall be returned, without any interest, within 01 (one) month after grant of the Work Order or execution of the Contract by the Selected Bidder (whichever is later) or when the Selection Process is cancelled by NHM-UP. The Selected Bidder’s EMD shall be returned, without any interest upon the Selected Bidder accepting the Work Order or executing the Contract (whichever is later) and after furnishing the Performance Security in accordance with provision of the RFP and Work Order.

2.5.6 NHM-UP will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to NHM-UP in regard to the RFP without prejudice to NHM-UP’s any other right or remedy that may be available to NHM-UP under the Bidding Documents and/ or under the Contract, or otherwise under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the standard form of Work Order); or,
- (b) If any Bidder withdraws its Proposal during the Bid Validity Period as specified in this RFP and as extended by the Bidder from time to time; or,
- (c) In the case of the Selected Bidder, if the Selected Bidder fails to accept the Work Order or execute the Contract or fails to furnish the Performance Security within the specified time limit; or,
- (d) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to NHM-UP

2.6 Preparation of Proposal

2.6.1 Bidders are requested to submit their Proposal strictly in the formats provided in this RFP and fill in the details either in English or Hindi language only. NHM-UP will evaluate only those Proposals that are received in the specified forms and complete in all respects

- 2.6.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP
- 2.6.3 The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP (“**Technical Proposal**”). No information related to Financial Proposal should be provided in the Technical Proposal. In such a case, NHM-UP will be entitled to reject the Proposal
- 2.6.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Bid
- 2.6.5 Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ Corrigendum(a) shall render the Proposal liable to be rejected. NHM-UP reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner
- 2.6.6 The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the “**Authorized Representative**”) as detailed below:
- (a) by a partner, in case of a limited liability partnership; or
 - (b) by a duly authorized person, in case of a private and public limited company or a corporation
- 2.6.7 Bidders should note the Proposal Due Date, as specified in Notice of Request for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by NHM-UP, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, NHM-UP reserves the right to seek clarifications in case the Proposal is non- responsive on any aspects
- 2.6.8 **Financial Proposal:** While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP
- 2.6.9 While submitting the Financial Proposal, the Bidder shall ensure the following:
- (a) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP
 - (b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by NHM-UP
 - (c) The Financial Proposal shall only be submitted in soft copy through UP Tender Website <http://etender.up.nic.in> in the Format as provided therein (“**Financial Proposal**”) in a MS excel file clearly indicating the amount in both figures and words and up to 02 (two) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1
 - (d) In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail

- (e) The Financial Proposal shall be furnished in INR (Indian Rupees) only
- (f) The Financial Proposal needs to be filled in completeness based on financial submission sheet including break-up of expenses for Operational Costs and as per the details mentioned within the sheet
- (g) The Financial Proposal should be a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out including GST. These shall normally cover remuneration for all the personnel, accommodation, air fare, transportation cost, equipment, office supplies including stationery material, printing of documents, consumables etc. The Financial Proposal shall consider all the expenses and tax liabilities and cost of insurance, levies, and other impositions applicable under the prevailing law
- (h) The Bidder shall quote price in the prescribed format, the unit rates of the services it proposes to provide as per the RFP document
- (i) The Bidder(s) should quote rate for Professional Audit Services without any escalation clause. Rates quoted should be given both in words and in figures
- (j) Rates quoted in the Financial Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever
- (k) The bidder shall quote the rate as Professional Fee to be charged per audit year, including GST. The maximum budgeted fee (including GST) per audit year has been finalized as 2,50,000/- (two lakhs fifty thousand) only as mentioned in the SoW section
- (l) Rates shall be quoted for details mentioned in Financial Proposal and would remain fixed for the entire Contract Period
- (m) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected
- (n) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal
- (o) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or subsequent to evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected. NHM-UP may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence

2.6.10 **Rectification of errors:** Arithmetical errors in the Financial Proposal will be rectified on the following basis:

- (a) Items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the Financial Proposal

- (b) If there is a discrepancy between words and figures, the amount in words shall prevail
- (c) If there is any discrepancy in the sum total, the corrected sum total will be considered
- (d) Any other arithmetical error will stand corrected for evaluation
- (e) If the Bidder does not accept the correction of errors, the Proposal will be rejected, and the Performance Security/EMD shall be forfeited, as the case may be

2.6.11 Bidders are advised to serially number their Proposal documents along with indexing

2.6.12 **Extension of Period of Bid Validity:** The Proposals shall be valid for a period of not less than 180 (one hundred eighty) days from the Proposal Due Date. NHM-UP may request the Bidder(s) for an extension of the period of the validity of the Proposals (“**Bid Validity Period**”). The request and the responses thereto shall be made in writing. The Bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the Bidder has withdrawn its Proposal and will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of its Proposal documents submitted or refund of the EMD

2.7 Submission, receipt and opening of proposals

- 2.7.1 The Proposal shall be submitted through UP Tender Website <http://etender.up.nic.in>. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, payment of Tender Fee and EMD, as part of this RFP, the Bidder(s) may contact the e-portal’s 24 x 7 helpdesk at toll free number as mentioned on the UP Tender Website <http://etender.up.nic.in>. The Bidder(s) may kindly note that NHM-UP shall not be responsible for any delays or errors faced in submission of Proposals, processing payment of Tender fees or EMD etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <http://etender.up.nic.in>
- 2.7.2 The Authorized Representative of the Bidder should authenticate EMD details, Technical and Financial Proposal
- 2.7.3 The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority in the format set out in **Annexure-7** of this RFP
- 2.7.4 No Proposal shall be accepted after the Proposal Due Date and time
- 2.7.5 After the deadline for submission of Proposals the Technical Proposal shall be opened by the evaluation committee to evaluate whether the Bidders meet the prescribed minimum Pre-Qualification Criteria
- 2.7.6 After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact NHM-UP on any matter related to its Proposal, it should do so in writing at the issuing authority (NHM-UP) official address: **16 A P Sen Marg, Mandi Parishad, Lucknow – 226 001**. Any effort by a Bidder (including the Selected Bidder) to influence NHM-UP during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in the rejection of the Proposal

2.8 Proposal Evaluation

2.8.1 As part of the evaluation, the Technical Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed minimum Pre-Qualification Criteria in accordance with the technical evaluation as set out in Clause 3.1 of this RFP. Subsequently the Technical Proposal submission, for Bidders who meet the minimum Pre-Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP

2.8.2 NHM-UP may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

- (a) To the satisfaction of NHM-UP, the Bidders meet the minimum qualifications prescribed before evaluating Financial Proposals
- (b) The Technical Proposal submitted by the Bidder is:
 - (i) submitted online only. No hard copy shall be submitted to NHM-UP. In case a Bidder submits the Technical Proposal in hard copy, the Proposal shall be summarily rejected;
 - (ii) received in the form specified in this RFP;
 - (iii) received by the Proposed Due Date including any extension thereof in terms hereof;
 - (iv) it is accompanied by the Earnest Money Deposit;
 - (v) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (vi) does not contain any condition or qualification; and
 - (vii) it is not non-responsive in terms hereof
- (c) That the Financial Proposal submitted by the Bidder is:
 - (i) submitted online only. No hard copy shall be submitted to NHM-UP. In case a Bidder submits the Financial Proposal in hard copy, the Proposal shall be summarily rejected;
 - (ii) the Financial Proposal is received in the form specified in this RFP;
 - (iii) it is received by the Proposal Due Date including any extension thereof in terms hereof;
 - (iv) it does not contain any condition or qualification; and
 - (v) It is not non-responsive in terms hereof
- (d) NHM-UP reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal will be entertained by NHM-UP in respect of such Proposals. However, NHM-UP reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. NHM-UP will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below

2.8.3 For the purpose of this RFP document, a Proposal shall be regarded as non-responsive when the Proposal, in which any of the particulars and prescribed information is missing or are

incomplete, in any respect and/or prescribed conditions are not fulfilled and shall be liable to be rejected

2.8.4 Selection basis for L-1 Bidder:

The methodology to be followed for selecting the eligible L-1 Bidder would be as follows:

For instance, suppose 03 (three) Bidders have submitted their Proposal, once they are qualified Bidders based on the evaluation of the Technical Proposal, the Financial Proposal will be opened and the calculation methodology to be followed for selection of Bidder would be as follows:

BIDDER 1	BIDDER 2	BIDDER 3
Annual Professional Audit Fees = INR 2,00,000/-	Annual Professional Audit Fees = INR 2,20,000/-	Annual Professional Audit Fees = INR 1,90,000/-

(Note – The notional values as expressed in the table above is intended purely for explanation purposes only)

Hence, the Bidder 3 will be selected, since it is offering the lowest rate and will be the L-1 Bidder based on the Least Cost (L-1) methodology

2.8.5 Proposals shall be deemed to be under consideration immediately after they are opened and until such time NHM-UP makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, NHM- UP and/ or their employees/ representatives on matters related to the Proposals under consideration

SECTION 3. SELECTION OF AGENCY

As part of the evaluation, a Bidder must fulfill the minimum pre-Qualification Criteria. In case a Bidder does not fulfill the minimum pre-Qualification Criteria, the Proposal of such a Bidder will not be evaluated further.

3.1 Pre-Qualification Criteria

The minimum pre-qualification criteria (“**Pre-Qualification Criteria**”) for a Bidder to qualify for technical evaluation are listed below:

S. No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India	Registration documents (ICAI/ ICMAI Firm Constitution Certificate) of the Bidder as a firm/ partnership etc. or any legal entity along with: <ol style="list-style-type: none"> 1. Details of Board of Director/ Managing Director/ CEO/ Partners 2. PAN Card of the registered legal entity 3. GST certificate of the registered legal entity 4. ICAI / ICMAI Firm Constitution Certificate 5. Any other supporting document, as may be required
2.	Existence of the firm	Bidder(s) should be in existence and engaged in the business of conducting Concurrent and Statutory Audit services for at least last 10 (ten) consecutive years and must be in existence as per certificate issued by ICAI/ ICMAI at the time of Proposal submission i.e., on Proposal Due Date (“PDD”)	<ul style="list-style-type: none"> ▪ Registration document showing incorporation of the Bidder including the ICAI/ ICMAI Firm Constitution Certificate ▪ an undertaking on the letterhead of the Bidder (as per Annexure-8) stating that the Bidder has been in existence and engaged in the business of conducting Internal and Concurrent Audit services for at least last 10 (ten) consecutive years and must be in existence as per ICAI / ICMAI certificate at the time of Proposal submission i.e., on Proposal Due Date
3.	Empanelment	The Bidder must be empaneled with the Comptroller & Auditor General of India for the year 2021-22 (In case of Cost Accountant Firms this clause is not applicable)	Copy of the valid empanelment letter with C&AG
4.	Head Office /Branch office	The Bidder should necessarily have a registered Head office/ branch office in Lucknow	Self-declaration on the Bidder’s letterhead confirming the Head office or branch office in Lucknow Copy of Constitution Certificate alongwith

S. No	Basic Requirement	Specific Requirements	Documents Required
			Rent Agreement with NOC from Landlord / copy of Registry along with Copy of latest Electricity Bill or Telephone Bill (not older than 03 (three) months from the Proposal Due date)
5.	Concurrent Audit Experience	<p>Bidder(s) must have an experience of conducting Concurrent Audits of State Govt., PSUs, or Semi Govt. ventures (including SHS/ DHS concurrent audits) (except Bank/ Insurance Branch Audit, Tax audit, TDS Audit, Cost, Stock Audit) should have handled at least 02 (two) accounts in the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 & 2021-22) and till Proposal Due Date (“PDD”)</p> <p>Note: Only completed assignments till PDD shall be considered for the purpose of evaluation</p>	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement, details of concurrent audits done and all other essential details of the contract</p> <p>The Bidder (s) shall also provide a completion certificate from their client for completed Project(s). In case the Bidder has not been able to obtain completion certificate from the client, a certificate from the chartered accountant of the Bidder alongwith UDIN no. of the CA stating the details such as name of client, type of audit undertaken, start date, date of completion, fees received etc. shall have to be submitted</p> <p>Third party certification will not be admissible and will be required from concerned Government authority only</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder’s letter head shall not be accepted</p>
6.	Statutory Audit experience	<p>The Bidder(s) must have handled at least 02 (two) accounts in conducting Statutory audit services with a State Government, PSUs, or Semi Govt. ventures/ Government Societies (including SHS/ DHS statutory audits) during the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 & 2021-22) and i.e., on Proposal Due Date (“PDD”)</p> <p>Note: Only completed assignments till PDD shall be considered for the purpose of evaluation</p> <p>(In case of Cost Accountant Firms this clause is not applicable)</p>	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement, details of concurrent audits done and all other essential details of the contract</p> <p>The Bidder (s) shall also provide a completion certificate from their client for completed Project(s). In case the Bidder has not been able to obtain completion certificate from the client, a certificate from the chartered accountant of the Bidder alongwith UDIN no. of the CA stating the</p>

S. No	Basic Requirement	Specific Requirements	Documents Required
			<p>details such as name of client, type of audit undertaken, start date, date of completion, fees received etc. shall have to be submitted</p> <p>Third party certification will not be admissible and will be required from concerned Government authority only</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder's letter head shall not be accepted</p>
7.	Manpower	<p>A. Bidder(s) should have a minimum of 03 (three) Full Time Fellow Chartered Accountant/ Cost Accountants Partners in the firm and should be with the firm for not less than 03 (three) years (as per ICAI/ ICMAI certificate at the time of Proposal submission)</p> <p>B. Bidder(s) should have a minimum of 05 (five) Semi-qualified CA/ CMA staff (Inter) working with the firm since at least 01 (one) year at the time of Proposal Submission</p>	<p>Self-Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Bidder regarding the name of full-time fellows and semi-qualified CA / CMA staff (Inter), year of association with firm etc. to be mentioned</p>
8.	Average Annual Turnover	<p>The Bidder(s) should have an average annual financial turnover of INR 25 (twenty-five) Lakhs in the last 03 (three) Financial Years (i.e., 2019-20, 2020-21, and 2021-22)</p>	<p>Certificate issued by a statutory auditor (as per Annexure-2) along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted</p>
9.	Net Worth	<p>The Bidder(s) should have a positive net worth in each of the last 03 (three) Financial Years i.e., 2019-20, 2020-21, and 2021-22)</p>	<p>Certificate from statutory auditor (as per Annexure-2) and Audited Financial Statements shall be submitted by the Bidder for the stated Financial Years</p>
10.	Blacklisting	<p>The Bidder(s) and any partner of the Bidder shall not have been debarred / blacklisted by any Central Govt. /State Govt. / Public Sector Undertaking / any other local Body or body established under or in the control of the Central or state Government for poor performance, bad behavior, doubtful integrity and till completion of the Selection Process under this RFP</p>	<p>Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5</p>
11.	Pending Petitions	<p>The Bidder(s) shall inform NHM-UP of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority,</p>	<p>Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5</p>

S. No	Basic Requirement	Specific Requirements	Documents Required
		paralegal authority which may hamper the execution of works under this RFP	

Note:

- (a) Chartered Accountant firms and Cost accountant firms who were previously appointed as concurrent auditor in any of the previous financial years they are required to submit a self-declaration that all concurrent audit reports for that financial year has been submitted. This declaration shall be part of the technical bid & the committee examine during technical evaluation. (Self-attested affidavit on INR 100/- stamp/e- stamp paper as per **Annexure-11** is to be attached in this regard by the authorized signatory of the Bidder)
- (b) Those bidders who were previously appointed as concurrent auditor for any DHS & SHS have not submitted or have submitted incomplete concurrent audit reports for the entire duration shall not be considered for technical evaluation
- (c) If required, NHM-UP may seek specific clarifications from any or all Bidder (s) at this stage
- (d) A Proposal will be rejected at this stage if it does not respond to minimum Pre-Qualification Criteria as determined under this RFP document

3.2 Technical Evaluation

The Technical committee (“**Technical Committee**”) appointed by the NHM-UP will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the NHM-UP may seek specific clarifications from any or all Bidder (s) at this stage.

Technical evaluation of only those Bidder(s) shall be carried out of those meeting all the defined minimum pre-qualification criteria. After the technical evaluation each Proposal will be given a technical score (TS) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No.	Specific Requirement	Max. Marks	Scoring Mechanism	Documents Required
1.	Bidder(s) should be in existence and engaged in the business of conducting Concurrent and Statutory Audit services for at least last 10 (ten) consecutive years and must be in existence as per certificate issued by ICAI/ ICMAI at the time of Proposal submission i.e., on Proposal Due Date (“PDD”)	15 Marks	<ul style="list-style-type: none"> ▪ 05 years to 10 years ----- -10 marks ▪ >10 years to 15 years ----- -12 marks ▪ > 15 years ----- -----15 marks 	<ul style="list-style-type: none"> ▪ Registration document showing incorporation of the Bidder including the ICAI/ ICMAI Firm Constitution Certificate ▪ an undertaking on the letterhead of the Bidder (as per Annexure-8) stating that the Bidder has been in existence and engaged in the business of conducting Internal and Concurrent Audit services for at least last 10 (ten) consecutive years and must be in existence as per ICAI / ICMAI certificate at the time of Proposal submission i.e., on

*Selection of Concurrent Auditor for the FY 2021-22 & 2022-23
for the various programs implemented under NHM-UP*

S. No.	Specific Requirement	Max. Marks	Scoring Mechanism	Documents Required
				Proposal Due Date
2.	The Bidder should necessarily have a registered Head office/ branch office in Lucknow	05 Marks	Head office/ branch office -----05 marks	<p>Self-declaration on the Bidder's letterhead confirming the Head office or branch office in the state of Lucknow</p> <p>Copy of Constitution Certificate alongwith with copy of Rent Agreement with NOC from Landlord / copy of Registry along with Copy of latest Electricity Bill or Telephone Bill (not older than 03 (three) months from the Proposal Due date)</p>
3.	<p>Bidder(s) must have an experience of conducting Concurrent Audits of State Govt., PSUs, or Semi Govt. ventures (including SHS/ DHS concurrent audits) (except Bank/ Insurance Branch Audit, Tax audit, TDS Audit, Cost, Stock Audit) should have handled at least 02 (two) accounts in the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 & 2021-22) and till Proposal Due Date ("PDD")</p> <p>Note: Only completed assignments till PDD shall be considered for the purpose of evaluation</p>	20 Marks	<ul style="list-style-type: none"> ▪ 02 - 05 Projects-----10 marks ▪ > 05 - 07 Projects -----15 marks ▪ > 07 Projects----20 marks 	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement, details of concurrent audits done and all other essential details of the contract</p> <p>The Bidder (s) shall also provide a completion certificate from their client for completed Project(s). In case the Bidder has not been able to obtain completion certificate from the client, a certificate from the chartered accountant of the Bidder alongwith UDIN no. of the CA stating the details such as name of client, type of audit undertaken, start date, date of completion, fees received etc. shall have to be submitted</p> <p>Third party certification will not be admissible and will be required from concerned Government authority only</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder's letter head shall not be accepted</p>
4.	The Bidder(s) must have handled at least 02 (two) accounts in conducting Statutory audit services with a State Government, PSUs, or Semi Govt. ventures/ Government Societies	10 Marks	<ul style="list-style-type: none"> ▪ 02 - 05 Projects-----05 marks ▪ > 05 - 07 	Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement, details of concurrent audits done and all other

S. No.	Specific Requirement	Max. Marks	Scoring Mechanism	Documents Required
	<p>(including SHS/ DHS statutory audits) during the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 & 2021-22) and i.e., on Proposal Due Date (“PDD”)</p> <p>Note: Only completed assignments till PDD shall be considered for the purpose of evaluation</p> <p>(In case of Cost Accountant Firms this clause is not applicable)</p>		<p>Projects ----- -----07 marks</p> <ul style="list-style-type: none"> ▪ > 07 Projects---- -----10 marks 	<p>essential details of the contract</p> <p>The Bidder (s) shall also provide a completion certificate from their client for completed Project(s). In case the Bidder has not been able to obtain completion certificate from the client, a certificate from the chartered accountant of the Bidder alongwith UDIN no. of the CA stating the details such as name of client, type of audit undertaken, start date, date of completion, fees received etc. shall have to be submitted</p> <p>Third party certification will not be admissible and will be required from concerned Government authority only</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder’s letter head shall not be accepted</p>
5.	<p>The Bidder(s) should have an average annual financial turnover of INR 25 (twenty-five) Lakhs in the last 03 (three) Financial Years (i.e., 2019-20, 2020-21, and 2021-22)</p>	20 Marks	<ul style="list-style-type: none"> ▪ INR 25 to 35 lakhs ----- -----10 marks ▪ > INR 35 to 50 lakhs----- -----15 marks ▪ >INR 50 lakhs and above----- -----20 marks 	<p>Certificate issued by a statutory auditor (as per Annexure-2) along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted</p>
6.	<p>Bidder(s) should have a minimum of 03 (three) Full Time Fellow Chartered Accountant/ Cost Accountants Partners in the firm and should be with the firm for not less than 03 (three) years (as per ICAI/ ICMAI certificate at the time of Proposal submission)</p>	10 Marks	<ul style="list-style-type: none"> ▪ 03 Full Time FCAs----- -----05 marks ▪ 04 to 05 Full Time FCAs---- -----07 marks ▪ >05 Full Time FCAs----- -----10 marks 	<p>Self-Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Bidder regarding the name of full-time fellows, year of association with firm etc. to be mentioned</p>
7.	<p>Bidder(s) should have a minimum of</p>	20	<ul style="list-style-type: none"> ▪ 05 Semi- 	<p>Self-Declaration by the Director/</p>

S. No.	Specific Requirement	Max. Marks	Scoring Mechanism	Documents Required
	05 (five) Semi-qualified CA/ CMA staff (Inter) working with the firm since at least 01 (one) year at the time of Proposal Submission	Marks	qualified Cas/CMA ----- -10 marks ■ Additional 02 (two) Marks per Semi-qualified CA/ CMA staff above 05 (five), upto a maximum of 20 marks	Partner/ CEO or Authorized Signatory of the Bidder regarding the name of semi-qualified CA / CMA staff (Inter), year of association with firm etc. to be mentioned

3.3 Exclusion of Proposal/ Disqualification

3.3.1 NHM-UP may exclude or disqualify a Proposal if:

- (a) The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation;
- (b) The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete;
- (c) The Bidder is not qualified as per Pre-Qualification Criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by the Evaluation Committee;
- (d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information;
- (e) The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of NHM-UP or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;
- (f) The Bidder in the opinion of NHM-UP, has a Conflict of Interest materially affecting fair competition;
- (g) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

3.4 Final selection

3.4.1 The Technical Committee (“Technical Committee”) constituted by SPMU, NHM-UP will download the technical bids, uploaded by the bidders from e-Tender Portal. These will be evaluated on the basis of the criteria as prescribed in the guidelines. The Technical Committee will identify the firms which qualify as per the prescribed minimum qualifying marks and submit its recommendations for approval to the State Audit Committee (SAC). The firms meeting minimum qualifying marks shall be deemed to have technically qualified to undertake the work.

3.4.2 Only the bidders who meet ALL the Pre-Qualification Criteria as mentioned in the Clause 3.1 above, would be considered for further technical and financial evaluation purposes. Bidders

who fail to fulfill any of the requisite Pre-Qualification Criteria would not be considered for the evaluation of the Technical proposal

- 3.4.3** The technical score would be calculated for each Bidder by the Technical Committee and all the Bidders who gets a minimum of 70 (seventy) marks out of 100 (one hundred) would only be considered for opening of financial proposal for the financial evaluation purposes. Bidders who get a technical score of less than 70 (seventy) out of 100 (one hundred), would not be considered for the financial evaluation
- 3.4.4** Financial Proposals of only those Bidder(s) shall be opened who shall meet all the defined minimum Pre-Qualification Criteria as mentioned in the Clause 3.1 above and achieved a minimum technical score of 70 (seventy) out of 100 (one hundred).
- 3.4.5** For quoting of rates, the Bidders are required to fill Financial Proposal format available on UP Tender Website. The L-1 cost will be considered based on quote provided in the financial format sheet
- 3.4.6** The Selected Bidder shall be the Bidder having the lowest quoted rates (“**L-1 Bidder**”), provided that the Bidder has a score of 70 (seventy) and above marks from the technical evaluation conducted by Technical Committee
- 3.4.7** The final selection of the Bidder would be based on L-1, provided that the Bidder has met all the requisite Pre-Qualification Criteria as mentioned in Clause 3.1 and achieved a minimum technical score of 70 (seventy) out of 100 (one hundred) as recommended by Technical Committee SAC
- 3.4.8** In case of 02 (two) or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence. Further, if 02 (two) or more Bidders are found to be having the same average annual turnover also, then the number of projects (concurrent and statutory audit) undertaken in the last 03 (three) years shall be taken into consideration and the Bidder having the higher number of projects shall be awarded as L-1 Bidder. In case, 02 (two) or more Bidders are found to be having the same number of projects undertaken also, then NHM-UP shall at its own discretion take the final decision for selection of the L-1 Bidder and the same will have to be adhered to and abided by all the Bidder(s) in an undisputed manner and no further communication shall be entertained for the same
- 3.4.9** The Bidder should not quote the Professional fee more than the annual Budgeted Professional fee per audit year. In case, the Professional fee quoted by any of the bidder in the Financial Proposal is found to be more than Budgeted Professional fee then Financial Proposal of the bidder, shall be summarily rejected
- 3.4.10** In case of any unforeseen circumstances, if the L-1 Bidder does not wish to engage with NHM-UP, then the L-2 Bidder would be offered to take up the Contract. However, the L-2 Bidder would be offered to take up the Contract at L-1 rates itself. If the L-2 Bidder is willing to accept the Contract at L-1 rates, then the L-2 Bidder would be selected for providing the services within the scope of this RFP. In case the L-2 Bidder also does not agree to take up the Contract, the process would be repeated with L-3, L-4 and so on Bidder(s)
- 3.4.11** In case the L-1 bidder does not complete the audit after the award of the work, then the next L-1 bidder would be asked to take up the work at the rate quoted by L-1 bidder

- 3.4.12** In case the L-1 bidder does not take up the audit after award of work or leaves the project related work (post initiation of the same) without any valid reason acceptable to the technical committee, the bidder shall be blacklisted from carrying out any work in NHM-UP/ DHS/ SHS & the matter shall also be referred to ICAI/ICMAI for further action
- 3.4.13** The final appointment will be done only after obtaining the concurrence of State Audit Committee (SAC)
- 3.4.14** In case the meeting of SAC gets delayed due to some reason, the auditor shall be appointed with the approval of ACS/PS & postfacto-concurrence shall be obtained in the next SAC meeting
- 3.4.15** Once selection is finalized by SAC, the same may be intimated to Principal Secretary Health for his concurrence.
- 3.4.16** In case of receipt of a single Financial Proposal, if such Bidder has cleared Technical Evaluation and also such Bidder's Financial quote is also found reasonable by the SAC, the same shall be acceptable
- 3.4.17** The Selected Bidder will enter into a Contract with NHM-UP and shall work in accordance with the SOW mentioned in the RFP

3.5 Grant of Work Order

- 3.5.1** After selection, a work order (“**Work Order**”) will be issued, in duplicate, by NHM-UP/ DHS/ SHS to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder or emailed or posted to the Selected Bidder’s address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 07 (Seven) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. Thereafter, the Selected Bidder will enter into a Contract with NHM-UP (“**Selected Agency**”) and shall work in accordance with the SOW mentioned in the RFP
- 3.5.2** The issue of the Work Order accepting the Selected Bidder’s Proposal by NHM-UP and the acceptance of the Work Order by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this RFP and the Work Order, including the execution of the Contract within the prescribed time, all to the satisfaction of NHM-UP
- 3.5.3** In the event the duplicate copy of the Work Order duly signed by the Selected Bidder (s) is not received by the stipulated date, NHM-UP may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Selected Bidder(s) as mutually agreed genuine pre-estimated loss and damage suffered by NHM-UP on account of failure of the Selected Bidder(s) to acknowledge the Work Order
- 3.5.4** Additionally, non-acceptance of the Work Order by the Selected Bidder within the time prescribed therein shall lead to forfeiture of the Earnest Money Deposit of such Selected Bidder and thereafter, NHM-UP shall be free to award the Project to the next Bidder in sequence, or to proceed in the manner as considered in the best interest of NHM-UP, at the sole discretion of NHM-UP

SECTION 4. SCOPE OF WORK

4.1 Detailed Scope of Work

Concurrent audit is a systematic examination of financial transactions on a regular basis to ensure accuracy, authenticity, compliance with procedure and guidelines. The emphasis under concurrent audit is not on test checking but on substantial checking of transaction. It is an ongoing appraisal of the financial health of an entity to determine whether the financial management arrangements (including internal control mechanism) are effectively working and identify areas of improvement to enhance efficiency. The Selected Agency shall be required to share the detailed audit plan with NHM-UP post signing of the contract and before initiation of the audit services

The Selected Agency (“**Concurrent Auditor**”) shall carry out concurrent audit of the accounts of all the activities by the SHS every month for Financial year 2021-22 & 2022-23. The audit will cover examining of accounts of State Health Society kept at SPMU, Other State Level units which have received funds under NHM programme. The scope of audit covers all activities being implemented under NHM, viz.,

- RCH,
- Health System Strengthening,
- Immunization (c1) Pulse Polio,
- National Disease Control Programme,
- Inter-sectoral convergence and
- National Urban Health Mission,
- any other programme which the GOI/ GoUP may take up under NHM in future.

The budgeted annual fee per audit year to be conducted shall be INR 2,50,000/- (Two lakhs fifty thousand) lakhs only per audit year, including GST. Since the audit has to be conducted for a period of 02 (two) years, the maximum budgeted professional fee (including GST) shall be INR 5,00,000/- (five) lakhs only for the 02 (two) audit years.

4.1.1 Coverage of the Audit

The responsibilities of the concurrent auditor should include reporting on the adequacy of internal controls, the accuracy and propriety of transactions, the extent to which assets are accounted for and safeguarded, and the level of compliance with financial norms and procedures of the operational guidelines.

- Audit of the SHS accounts and expenditure incurred by SHS.
- Verification of quarterly FMRs with books of accounts.
- Audit of advances at the SHS level.
- Audit of the provisional utilization certificates sent to GoI.
- Monitoring timely submission of the district concurrent audit reports.
- Detailed analysis and compilation of the District concurrent audit reports.
- Vetting of the State Action Taken Reports and providing observations thereon
- Follow-up & monitoring over the ATRs prepared by districts on the observations made in the audit.
- Preparation of Quarterly Executive summary to be sent to GoI in the prescribed format.

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- Any other evaluation work, as desired by the State Audit Committee.
- To evaluate and obtain a sufficient understanding of SHS's and other implementing unit's internal control structure related to implementation of NHM programmes and payment process, collection and reliability of data used. They are required to evaluate the control environment, the adequacy of the accounting systems, and control procedures. This evaluation must include, but not be limited to the control systems for:
 - a. Ensuring that charges to the NHM are proper and supported;
 - b. Managing cash on hand and in bank accounts;
 - c. Procuring goods, services and construction activities;
 - d. Managing inventory and receiving functions;
 - e. Managing personnel functions such as timekeeping, salaries, and benefits;
 - f. Managing and disposing of commodities (such as vehicles, equipment, and tools, as well as other commodities) purchased either by the SHS or directly by GOUP/ GOI; and
- To 100% vouching at SPMU and Other State level units (CHART, SIHFW, DGMH, DGFW, IEC Bureau, SIFPSA, KGMU & any other units).
- To examine and ensure that the books of accounts of SHS are maintained accurately and in are updated in a timely manner as per operational guidelines for financial management.
- To perform tests to determine whether the SHS and other implementing units complied, in all material aspects, with the terms, conditions and guidelines laid down for individual activities and applicable laws and regulations so far as it relate to the NHM project
- To determine whether the SHS has taken corrective action on prior audit report recommendations.

4.1.2 Responsibility of State Concurrent Auditor

The State Concurrent auditor shall be nodal auditor all concurrent audits that would be conducted in the district-wise concurrent auditors under NHM and is required:

- To monitor and oversee smooth and timely conduct of concurrent audits of the DHS. The auditor would be to make sure that all the audit reports are received at the SPMU by the stipulated date
- To provide technical support to DHS and district concurrent auditors by way of instruction, clarification etc. after consultations with and approval by the officer of stipulated level of SHS
- To consolidate the expenditure received from the districts and prepare a consolidated monthly expenditure report of NHM programme for state of Uttar Pradesh and certified it
- To analyze each district concurrent audit report, prepare an executive summary and a gist of audit objection raised by the district concurrent auditors and suggest the corrective action to improve the systems for information and follow up action by the SHS
- To take necessary steps to standardize the accounting and reporting systems so that there is ambiguity and the quality in accounting and reporting work is maintained

4.1.3 Audit committee

An audit committee should be constituted at the state level to facilitate and monitor the appointments and overall audit process at state and district level.

Members of the State Audit Committee

Officials	Designation in Committee
Principal Secretary, MH&FW,	Chairman
Divisional Commissioner, Lucknow,	Member
Mission Director,	Member
Director General, Medical & Health Services,	Member
Director General, Family Welfare,	Member
Representative from NDCP may be nominated by DG MH	Member
Finance Controller, NHM	Member-Secretary

The SAC should function under overall guidance of Principal Secretary (Health) at the State level. The SAC should meet at least 4 times in a year. Also, a copy of minutes of the meetings of the SAC related to the appointment of auditors shall be sent to Principal Secretary –Health at the state level for concurrence purpose

Functions of the SAC

- Selection and appointment of the State concurrent auditors.
- Issue of advertisement for appointment of District concurrent auditors.
- Final concurrence for the appointment of District concurrent auditor.
- Monitoring timely audits at the state and district level and timely submission of audit reports.
- Discuss the key audit findings with state concurrent auditor and state finance manager and suggest appropriate actions.
- Monitor whether adequate follow up action is being taken by the state finance personnel on the audit observations.
- Authorize the payment of remuneration to the auditor (only after approving the Action Taken Report on the issues highlighted during the course of the audit).
- Carrying out an assessment of the audits in case the auditors are being considered to be reappointed and the renewal of the auditors’ contracts, in case of reappointment

4.1.4 Key Timelines

S. No.	Activities/Deliverables	Timelines
1.	Carrying out concurrent audit	Monthly basis
2.	Submission of Audit Report (hard and soft copy) by Auditor to SHS	10 th of the next month
3.	Submission of soft copy of quarterly executive summary report	Quarterly- by 20 th of the subsequent month

4.2 Concurrent Audit of Financial Statements

4.2.1 Contents of Audit Reports

Concurrent Audit Report of a “**State Health Society**” should contain the following financial statements and documents:

- a. Duly filled in Checklist provided in the operational guidelines for financial manual,
- b. Financial statements as prescribed in the operational guidelines for financial management,

- i. Audited Receipts & Payments A/c (Qtrly)
 - ii. Audited Income & Expenditure A/c (Qtrly)
 - iii. Audited Statement of Affairs (Balance Sheet) (Qtrly)
 - iv. List of advances & (Qtrly)
 - v. Audited SOE (Qtrly)
 - vi. Fund Reconciliation Statement between SHS and DHS (Qtrly)
 - vii. Audited Statement of Expenditure/ FMR with Variances (Qtrly)
 - viii. Audited Trial Balance (Monthly)
 - ix. Bank Reconciliation Statement (Monthly)
- c. Observations and Recommendations of Auditor – particularly covering the following aspects:
- o Deficiencies noticed in internal control
 - o Suggestions to improve the internal control
 - o Extent of non-compliance with Guidelines issued by GOI
- d. Action Taken by State Health Society on the previous audit observations, along with his observations on the same.

Notes:

1. The formats of reports as mentioned above shall be shared with State concurrent auditor at the time of contract signing
2. Soft copy of the audit report needs to be submitted to Director (finance) at the state level.
3. The Director (Finance) at the Centre may call for the concurrent audit report of any district/ state.
4. The reports at both the state and district level will include consolidated report of RCH, Health System Strengthening, Immunization and NDCPs. In addition, it should also include instances of misappropriation/ unauthorized diversion of funds as noticed during the audit.

4.2.2 Quarterly Executive Summary

- The State Concurrent Auditor is required to submit a Quarterly Executive Summary to the SPMU by compiling the observations from the State as well as District Concurrent Audits by 20th of the next month. (Format attached as Annexure -15)
- The executive summary should provide information on various aspects like quality of FMRs, maintenance of books of accounts, advances, compliance of audit observations etc.
- It shall be signed by both the concurrent auditor and the Mission Director at state level and sent to the Mission Director, MoHFW

4.2.3 Management Letter

- In addition to the audit reports, the concurrent 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:
- Give comments and observations on the accounting records, systems and internal controls that were examined during the course of the audit;

- Identify specific deficiencies and area of weaknesses in the system and internal controls and make recommendations for their improvement;
- Report on the level of compliance with the financial internal control, procedures as documented in the financial manual of the project;
- Report any procurement which has not been carried out as per the procurement manual of the individual programmes such as; RCH-II, HSS (NHM-Flexipool), Immunization, Civil Hospitals, Blocks, RNTCP, IDSP, NPCB, NLEP, NIDDCP, NVBDCP, Mental Health, Deafness, Tobacco Control Programme, Non Communicable Disease & all allied Institutes etc.
- Communicate matters that have come to the knowledge during the audit which might have significant impact on the implementation of the project; and
- Bring to Society's attention/notice any other matter that the auditor considers pertinent
- The observations in the management letter must be accompanied by the implications, suggested recommendations from the auditors and management comments on the Observations/ recommendations have to be obtained and reported

4.3 Procedure for Monthly Concurrent Audit

The concurrent auditor must use the following steps as the basis for the concurrent audit programs and the review. They are not considered all-inclusive or restrictive in nature and do not constitute relief from exercising due professional care and judgment. The audit steps must be modified to fit local conditions and specific program design, implementation procedures, and agreement provisions, which may vary for various activities that are being carried out or are to be taken up in future by the DHS. Any limitations in the scope of work must be communicated as soon as possible to the concerned authorities at SPMU, NHM-UP.

1) Pre-Audit Steps:

The auditor must make himself familiar with the NHM project and various activities being implemented under the programme. The auditor may visit the official website of Ministry of Health and Family Welfare, Government of India and GOUP to find out more about the NHM project and activities involved. He must review the applicable documents/ instructions for implementation considered necessary to perform the audit. A suggestive (not exhaustive) list of such documents is given below.

1. The programme Implementation Plan (PIP), budgets, terms and conditions specified in the letters of grant, and written procedures approved by GOUP/ GOI, SPMU for implementation of an activity/ use of fund.
2. All guidelines of SPMU, GOI and GOUP and relevant government orders pertaining to implementation of NHM programme.
3. The bye-laws of the society and **Operation guidelines for financial management.**
4. The sub-agreements/ MOUs between the State Health Society and other implementing entities, as applicable.
5. Contracts and subcontracts with third parties, if any.
6. All program financial and progress reports; and statement of accounts, organizational charts; accounting systems descriptions; procurement policies and procedures;

distribution procedures for materials, as necessary to successfully complete the required work.

7. Document relating to payments received by State Health Society from GoUP/ GOI.

2) Nodal Auditor for all the concurrent Audits of the DHSs:

The State concurrent auditor will work as an advisor to the SHS and shall be nodal auditor in respect of the concurrent audit of NHM programme including the concurrent audits of the DHS. In this regard the state concurrent auditors shall be responsible for following:

1. Since the consolidation of expenditure figures of all the districts will be a huge task, where many bottlenecks are envisaged, the state concurrent auditor should be pro-active and willing to think out of box. He should co-ordinate and communicates with the officials of DHS and district concurrent auditors regularly to make sure that the monthly concurrent audits commence and conclude as per the schedule.
2. The state concurrent auditor monitors the concurrent audits of the districts to ensure smooth and timely conduct of concurrent audits of the DHS. Any problem faced by the district auditors should be promptly addressed to make sure that the reports are not delayed /qualified. Instances of non-cooperation to the district auditors from any quarter will be promptly brought to the notice of the authorities in the SHS. The auditor will make all efforts to make sure that all the audit reports are received at the state office by the stipulated date.
3. It is envisaged that at the inception of the conduct of the concurrent audit a lot of queries from district will generate. These queries are required to be addressed quickly to make sure that there is no ambiguity and the quality of accounting and reporting under NHM is not compromised. Towards this the state concurrent auditor will provide technical support to the DHS and districts concurrent and will issue necessary instructions, clarifications etc., after consultation with and approval by the officer of stipulated level of SHS.
4. When situation demands the auditor may have to visit district for the purpose of hand holding/ troubleshooting. Such visits will be undertaken only after they are specifically asked by the concurrent officer of the SHS. For visit to the district the auditors will be adequately compensated to take care of time utilized for the work by the auditors and they will be reimbursed cost of travel, boarding and lodging at the place of visit.
5. After receipt of a concurrent audit report from a district, the state concurrent auditor will examine each report. He must make sure that the reports are received with necessary certificates and annexure and are in the requisite format.
6. Each concurrent audit report will be analyzed by the state concurrent auditor who will prepare an executive summary and a gist of audit objections rose by the district concurrent auditors and suggests corrective action to improve the systems for information of the SHS and Financial management Group (FMG), GOI. While analyzing reports of district concurrent audits if any serious observations (fraud or embezzlements) are find out, the same should be brought to knowledge of Management immediately.
7. All audit points raised in district concurrent audit reports are required to adequately followed up for their logical closure. Towards this the state concurrent auditor shall communicate the audit findings, which require corrective action, the concerned officer in the district. They will also monitor the receipt of the Action taken report (ATR) and

will give his recommendation on the adequateness of the action taken for closure to the audit point.

8. The concurrent auditor will take necessary steps and will make suggestion with a view to standardize the accounting and reporting systems. This will ensure that there is no ambiguity and the quality in accounting and reporting work is maintained.
9. After receipt of all the concurrent audit reports from the districts the state concurrent auditor will consolidate the expenditure received from the districts. He will prepare a consolidated Monthly expenditure report of NHM programme for the state of Uttar Pradesh and certify it.

3) Support in preparation of Monthly Accounts of the SHS:

With a view to ensure accuracy and their timely submission the concurrent auditors are required to provide necessary support to the SPMU staff in preparation of the Monthly accounts and Monthly/monthly financial reports of the state health society. These include, trail Balance, receipt and Payment Accounts, income and expenditure Accounts, Balance Sheet, Bank Reconciliation Account, of expenditure etc., for every quarter

4) Concurrent Audit of the SHS and submission of Report:

1. The concurrent auditors are required to commence their work that include preparation of monthly accounts and reports and audit thereof immediately after completion of a quarter.
2. The Monthly concurrent audit shall be conducted and report submitted using the format given. If the auditors feel that there are other audit observations which do not get adequately reported in the format as specified in Annexure, they may use additional rows at the end to raise the audit observations with proposed corrective actions.
3. The auditor's report must include all conclusions that a fraud or illegal act either has occurred or is likely to have occurred. In reporting material fraud, illegal acts, or other noncompliance, the auditors must place their findings in proper perspective.
4. The concurrent audit must determine whether commodities, whether directly procured by SHS or procured and supplied by GOUP/GOI for the use under NHM Programme, exist or were used for their intended purposes in accordance with the agreements. For this the auditors will rely on certificate by the SHS and will conduct test checks.
5. The concurrent auditor will highlight the major issues raised in the Monthly concurrent audit report of the districts for the SPMU and proposed corrective actions to be taken up in districts. This shall be presented in the format prescribed.
6. The concurrent auditor will prepare quarterly Executive summary to be submitted to FMG, MOHFW, GoI in the prescribed format, Which will highlight the major issues raised in the monthly audit reports of both the SHS and DHSs.
7. The auditor will verify and certify the Monthly Financial Monitoring Reports being sent to the FMG, GoI by the SHS.
8. The auditor will help the SHS in training of the District Accounts Managers and other functionaries on the requirements and salient points of the periodic financial reports and on the Monthly concurrent audits.
9. The state concurrent auditor will help the SHS to orient the district concurrent auditors selected for monthly concurrent audits.
10. The concurrent audit of SHS includes audit & compilation of state level units

4.4 Composition of Audit Team

The key personnel in the audit team, their minimum qualification and their anticipated inputs are indicated below:

1. The audit team should be led by a qualified chartered accountant/ Cost accountants with a minimum of 10 (ten) years of experience in audit. The anticipated input of the CA/CMA in a district is 05 (five) days in a month
2. The anticipated input of semi qualified CA/CMA is about 15-20 days of month
3. The audit team should include sufficient number of appropriate staff (audit and article clerks, etc.) commensurate with the size and scope of the assignment.

4.5 Inspection and Acceptance of Audit Work

The FMG, MOHFW, GOI may perform desk review on audit report selected on random basis and may perform quality control reviews of the working papers of a sample of concurrent audit reports received from the auditor. For quality control review, the audit firm must ensure that all records related to NHM project are available to enable FMG to complete and support their review. If the FMG rejects the work of an audit firm due to noncompliance with the TOR, the SHS will not release a portion make report acceptable, a different audit firm shall be selected to perform another audit, in such case, the audit firm will be considered for future engagement

4.6 Reporting Timelines

S.no.	Activities/Deliverables	Timelines
1.	Submission of concurrent audit report of SHS (three copies)	10 th of the next month
2.	Preparation and submission of consolidated monthly expenditure report for NHM Programme of UP	20 th of the next month
3.	Preparation and submission of gist of audit finding for each district and preparation of executive summary	Quarterly- by 20 th of the subsequent quarter

SECTION 5. PAYMENT TERMS

5.1 Invoicing and Payment

5.1.1 Invoicing (General)

- (a) No advance payment shall be made by NHM-UP at the time of signing of Contract with the Selected Agency (s)
- (b) The bidder shall quote professional fee per audit year (including GST) as part of the financial quote and the maximum budgeted fee including GST per audit year has been finalized as INR 2,50,000/- (two lakhs fifty thousand) only. The payment shall be made based on the professional fee per audit year as quoted by the selected agency
- (c) Prices (inclusive of all taxes), to be charged by the Selected Agency (s) for provision of services in terms of the Contract shall not vary from the rates agreed upon in the Financial Proposal/ Contract
- (d) No separate payments to be made for any TA/ DA consumables, printing related expenses, transportation & supply costs, manpower deployed etc. to the Selected Agency (s). The cost for the same shall be borne by the Selected Agency and has to be accounted for in the Financial Proposal
- (e) The Selected Agency(s) shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for providing proper and efficient working of the Project during Contract Period
- (f) All taxes, duties, including GST, if applicable, should be included in the Proposal price and shall not be paid by NHM-UP separately
- (g) The Remuneration will be decided by SAC (should be lowest) which should not exceed the maximum fee limit if any. Fee should be quoted should be inclusive of TA/DA, and Cess, including GST to be uploaded on UP Tender website. The payment shall be released to the Selected Agency based on the following milestone:
 - The Payment shall be made quarterly (i.e. 03 months)
 - The quarterly payment will be made within 30 days after submission of invoices by auditor
- (h) The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [(“**Goods and Service Tax**”) if applicable] and other statutory deductions as per Applicable Laws
- (i) All the remittances due to the Selected Agency (s) shall be remitted to the bank account of the Selected Agency for all payments relating to reimbursement of the invoices or any other payments related to the Project that shall become due in favour of the Selected Agency (s)
- (j) All the payments will be made in Indian Rupees (INR) only
- (k) Payments shall be subject to deductions of any amount for which the Selected Agency is liable as per the penalty clauses set out in the RFP/ Contract

5.1.2 Invoicing

- (a) The rate shall encompass all the costs for TA/ DA, manpower deployed, transportation cost etc. (manpower and mode of transportation, fuel, etc.) including GST
- (b) Operational expenditure shall include the costs for all the services provided by Selected Agency as mentioned in Scope of Work section and any other pre-approved written expenses
- (c) Invoice in 03 (three) copies with requisite documents/proofs to be submitted to District Officer in each of the district office
- (d) The process of invoice submission and verification shall be as follows:
 - a. The selected agency shall submit the invoices to Mission Direction, NHM-UP; who in turn shall forward the same to Finance Department of NHM-UP
 - b. The SPMU shall review the invoices and supporting documents submitted by the Selected Agency for recommending for payment purposes
 - c. After reviewing all the required documents and reports, the SPMU shall process the invoice for payment purposes; post verification and review by SPMU only, the payment shall be released to the Selected Agency
- (e) The Selected Agency(s) must provide additional/ supplementary documents for verification of the invoices to NHM-UP, if required from time to time
- (f) The payment in favor of the Selected Agency (s) shall be released within 30 (thirty) days from the date of submission of invoice by the Selected Agency but no interest/charges shall be paid on delayed payments, if any, by NHM-UP

5.2 Disputed Invoice

- (a) In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with NHM-UP and/ or any other authority designated by the Nodal, NHM-UP. In such cases, the Selected Agency, shall produce requisite supporting documents, communications, acknowledgement of NHM-UP, etc. to support the disputed Invoice amount, or any other payment related matter; however, the decision of the Nodal, NHM-UP in this matter shall be considered as final
- (b) Any dispute or difference or claim arising out of or in relation to the terms of the RFP, will be settled by reaching a mutual understanding and amicable settlement between the parties

SECTION 6. KPIs AND PENALTY

The Key Performance Indicators (“KPIs”) below defines the terms of the Selected Agency’s responsibility in ensuring the timely delivery of the Scope of Work, quality of deliverables and other aspects of selection as per the RFP. The KPIs mentioned below are not exhaustive and any addition/deletion to this list of KPIs shall be with the mutual consent of both Nodal, NHM-UP and the Selected Agency.

1. The chairman of State Audit Committee may impose penalty up to 10% of the respective month audit fee, if monthly concurrent audit report is not submitted by the concurrent auditor in stipulated period
2. In case concurrent auditor fails to complete the work as per Scope of work (SoW) or instruction given by the SAC then, the chairman of State Audit Committee may decide to black list the firm for audit of National Health Mission work for 03 Years

Note:

- NHM-UP shall recover penalties/liquidated damages at first instance from the amount due to the Concurrent Auditor, then the invoice of the subsequent billing period and thereafter, from the Performance Security furnished by the Concurrent Auditor
- These penalties will be monitored and deducted for the entire Contract Period on the basis of timelines mentioned above in Clause 4.6. KPI adherence will be monitored on quarterly basis by NHM-UP designated Nodal or authorized officer(s) / SAC and/ or any third party

SECTION 7. GENERAL TERMS OF RFP

7.1 Period of Contract

The Contract will be signed with the Selected Bidder for a period of 01 (one) year only.

7.2 Performance Security

7.2.1 The Performance security equivalent to 03% (three percent) of the Financial Proposal (“**Performance Security**”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP

7.2.2 The Selected Bidder shall supply the Performance Security, as mentioned in the above Clause 7.2.1 for an annual basis

7.2.3 The Performance Security will be retained by NHM-UP until the completion of the Project by the Selected Agency and be released 60 (sixty) days after the completion of the Project. The Selected Agency shall be required to submit a request in writing to NHM-UP (post completion of 60 (sixty) days) for the return of Performance Security. On receipt of such letter NHM-UP shall process the request within 30 (thirty) days and return the Performance Security upon being satisfied that there has been due performance of the obligations of the Selected Agency under the Contract. However, no interest shall be payable on the Performance Security

7.2.4 The Performance Security may be invoked on violation of any of the conditions given below:

- (a) The Selected Agency is not able to deliver services as per KPIs as set out in the Contract
- (b) The Selected Agency or its employee(s) is involved in any unlawful activity during its engagement with NHM-UP

7.2.5 The Selected Agency shall keep the Performance Security replenished at all times. Such replenishment may be required if NHM-UP has withdrawn/ deducted from the Performance Security owing to a default and the replenishment shall have to be done by the Selected Agency within 30 (thirty) working days of the withdrawal by NHM-UP from the Performance Security. Failure to do so on part of the Selected Agency shall result in an event of default by the Selected Agency

7.3 Confidentiality

7.3.1 This RFP document is meant for the specific use by such parties who are interested to participate in the Selection Process. This RFP document in its entirety is subject to Copyright Laws. National Health Mission, Uttar Pradesh expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information

7.3.2 The Bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by NHM-UP in the event that such a circumstance is brought to the notice of NHM-UP. By downloading/purchasing the RFP document, the interested party is subject to confidentiality clauses

- 7.3.3 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NHM-UP in relation to, or matters arising out of, or concerning the Selection Process. NHM-UP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NHM-UP may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or NHM-UP or as may be required by law or in connection with any legal process
- 7.3.4 The Selected Agency shall comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ NHM-UP in connection to protection of data privacy and confidentiality as applicable on the Project

7.4 Interference with Tender Process

For a Bidder who withdraws from the Tender Process after opening of Financial Proposal/ withdraws from the Tender Process after being declared the Selected Bidder/ fails to enter into Contract after being declared the Selected Bidder/ fails to provide Performance Security or any other document or security required in terms of the RFP document after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP document or the Contract, EMD submitted shall be forfeited

7.5 Fraud and corrupt practices

- 7.5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NHM-UP will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, NHM-UP will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to NHM-UP for, *inter alia*, time, cost and effort of NHM-UP, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal
- 7.5.2 Without prejudice to the rights of NHM-UP under this Clause 7.5, hereinabove and the rights and remedies which NHM-UP may have under the Work Order or the Contract or otherwise, if a Bidder or Selected Agency, as the case may be, is found by NHM-UP 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, or after the issue of the work order or the execution of the Contract, such Bidder or Selected Agency shall not be eligible to participate in any tender issued by NHM-UP during a period of 3 (three) years from the date such Bidder or Selected Agency, as the case may be, is found by NHM-UP to have directly or through an agent, engaged or indulged in any

Prohibited Practices

- 7.5.3 For the purposes of this Clause 7.5.2 hereinabove, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action 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 NHM-UP who is or has been associated in any manner, directly or indirectly with the Selection Process or the Work Order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of 01 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of NHM-UP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of NHM-UP in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by NHM-UP 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
 - (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

7.6 Debarment from Bidding

- 7.6.1 If NHM-UP finds that a Bidder has breached the code of integrity prescribed in Clause 7.5 hereinabove, it may debar the Bidder for a period of 03 (three) years.
- 7.6.2 Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of a Bidder has been forfeited by NHM-UP in respect of the Selection Process or procurement Contract, the Bidder shall be debarred from participating in any tender process undertaken by NHM-UP for a period of 03 (three) years
- 7.6.3 NHM-UP shall not debar a Bidder under this section unless such Bidder has been given a reasonable opportunity of being heard

7.7 Language

- 7.7.1 Bidder shall deliver all Bidding documents in English language only
- 7.7.2 If any other documents submitted as part of the Proposal are in a language other than English, the Bidder shall submit an English translation for the same, which is duly attested and notarized as per Applicable Laws along with the copy of the original document. For all purposes of evaluation of the Proposal, the translation provided in English shall prevail
- 7.7.3 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder/Agency and NHM-UP, shall be written in English or Hindi language only
- 7.7.4 All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English and/or Hindi language, as applicable

7.8 Taxes and Duties

- 7.8.1 GST, if applicable, should be included in the Proposal price and shall not be paid by NHM-UP separately. All other taxes, duties, license fee and levies shall be including in the proposal price
- 7.8.2 TDS, if applicable for any tax, shall be deducted as per law in force at the time of execution of the Contract

7.9 Failure to agree with the “Terms and Conditions” of the RFP/ Contract

Failure of the Selected Bidder(s) to agree with the terms and conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the Proposal or the award. In such circumstances, NHM-UP would reject the Proposal and forfeit the Earnest Money Deposit as specified in this RFP document

7.10 No Partnerships

Nothing contained in this RFP/Contract shall be construed or interpreted as constituting a partnership between NHM-UP and the Selected Agency

7.11 Signing of Contract

The Selected Bidder shall execute the Contract within 01 (one) month from the date of Work Order with NHM-UP. In exceptional circumstances, on request of the Selected Bidder in writing for extension, NHM-UP reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued shall also be applicable for the Contract

7.12 Contract Documents

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. In the event of an inconsistency between the terms of this Contract, the RFP and the Bid, the terms hereof shall prevail.

7.13 Execution of Contract

During the Contract Period, the Selected Agency will work closely with NHM-UP and will perform the activities as per the SOW. In case of poor performance, or unjustified and repeated delays in execution and implementation of the Project, NHM-UP will issue a notice in writing to the Selected Agency. If the Selected Agency fails to provide an explanation or resolve the issues raised within time allotted, then NHM-UP shall be entitled to terminate the Contract. In this case, the Performance Security shall be forfeited

7.14 Costs of Signing

The Selected Agency shall bear all the costs related to the signing and registration of the Contract between NHM-UP and the Selected Agency including but not limited to stamp duties and registration charges

7.15 Sub-Contracting

Sub-contracting of the Scope of Work or any part thereof shall not be allowed under this RFP/ Contract. Any bidder found to have sublet the allotted assignments shall be debarred from the bidding process of any NHM-UP/ DHS/ SHS for 10 (ten) years.

7.16 Monitoring of Contract

- 7.16.1 NHM-UP shall designate a Nodal or authorized officer(s) or representative and/ or any third party for monitoring of the Project and delivery of the services under this Contract
- 7.16.2 If delay in delivery of service is observed, a performance notice would be given to the Selected Agency to speed up the delivery. Any change in the constitution of the Selected Agency (as the case may be) etc. shall be notified forth with by the Selected Agency in writing to NHM-UP and such change shall not relieve Selected Agency, from any liability under the Contract

7.17 Reporting

All correspondences by the Selected Agency shall be addressed to the Mission Director of NHM-UP. However, on a regular basis, the Selected Agency shall be in contact with the designated staff of NHM-UP for day-to-day requirements for implementation of the Project

7.18 Copyright

The copyright in all materials containing data and information furnished to the Selected Agency herein shall remain vested in NHM-UP, or, if they are furnished to NHM-UP directly or through the Selected Agency by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

7.19 Responsibility for accuracy of Project documents

The Selected Agency shall be responsible for accuracy of the contents of all deliverables and prescribed Project documents prepared and submitted to NHM-UP, as a part of these services. The Selected Agency shall indemnify NHM-UP against any adverse outcomes attributable to

inaccuracies in the defined SOW, which might surface and arise during the implementation of the Project

7.20 Recoveries from Contracted Agency

7.20.1 Recovery of liquidated damages shall be made from quarterly invoice payment to be made to the Selected Agency

7.20.2 In the event of default, NHM-UP shall recover liquidated damages as levied upon failure to meet the Key Performance Indicators at the first instance from the payment due to the Selected Agency. In the event of the subsequent default, NHM-UP shall recover the liquidated damages from the invoices of the subsequent quarter(s). Without prejudice to its other rights and remedies hereunder or in law, NHM-UP shall be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as damages for such default by the Selected Agency under and in accordance with the provisions of the Contract. If liquidated damages or any other payment recovered from Performance Security, then the Selected Agency is required to replenish the Performance Security to make it to its original amount within 30 (thirty) working days from such deductions. The balance, if any, shall be demanded from the Selected Agency and when recovery is not possible, NHM-UP shall take recourse to law in force

7.21 Force Majeure (“Force Majeure”)

7.21.1 Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country

7.21.2 Force Majeure shall not include,

- (a) any event which is caused by the negligence or intentional action of a party or by or of such party’s agents or employees; nor,
- (b) any event which a diligent party could reasonably have been expected both to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder

7.21.3 A party affected by an event of Force Majeure shall immediately notify the other party within 07 (seven) working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible

7.21.4 The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event,

- (a) has taken all precautions, due care, and reasonable alternative measures in order to carry out the terms and conditions of the Contract; and
- (b) has informed the other party within 07 (seven) working days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and,

- (c) the manner in which Force Majeure event(s) affects Party's obligation(s) under the Work Order/ Contract

7.22 Events of Default and Termination

7.22.1 Agency Events of Default

- (a) The Selected Agency has failed to replenish the Performance Security within 30 (thirty) working days of the encashment by NHM-UP of the earlier Performance Security;
- (b) The Selected Agency has abandoned the Project for a period of more than 30 (thirty) days;
- (c) Any representation made or warranty given by the Selected Agency under the RFP/Contract is found to be false or misleading;
- (d) The Selected Agency has unlawfully repudiated the Contract or has otherwise expressed an intention not to be bound by the Contract;
- (e) The Selected Agency is in material breach of any of its obligations as mentioned in the RFP/ Contract;
- (f) Any other instance explicitly mentioned in the RFP/ Contract as having constituted an event of default

7.22.2 Termination for Default

- (a) NHM-UP may, without prejudice to any other remedy for breach of Contract, by written 30 (thirty) days' notice of default send to the Selected Agency, terminate the Contract in whole or part if the Selected Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NHM-UP pursuant to conditions of the terms and conditions set out in the Contract or if the Selected Agency fails to perform any other obligation(s) under the Contract
- (b) In event of termination resulting under the aforesaid Clause 7.22.2, NHM-UP shall be liable to make no payments in favor of the Selected Agency; however, NHM-UP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency
- (c) In the event that NHM-UP terminates the Contract in whole or in part, pursuant to the terms and conditions set out in the Contract, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Selected Agency shall be liable to pay NHM-UP for all costs and expenses relating to procurement of such similar services. However, Selected Agency shall continue the performance of the Contract to the extent not terminated

7.22.3 Termination for Insolvency

NHM-UP may at any time terminate the Contract by giving a written notice of at least 30 (thirty) days to the Selected Bidder/Agency if the Selected Bidder/Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected Bidder/Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NHM-UP

7.22.4 Termination for Convenience

Either Party, by giving 30 (thirty) days' written notice sent to the other party may terminate the Contract, in whole or in part at any time. The notice of termination shall specify that termination is for convenience, the extent to which performance under the Contract is terminated and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by Selected Agency would be paid by NHM-UP

7.22.5 Termination for Force Majeure

In event that a Force Majeure event continues for 90 (ninety) days and/or NHM-UP or the Selected Agency does not see any feasibility of continuing the Project due to a Force Majeure event, then NHM-UP may, on expiry of 90 (ninety) days or at any period before that in event of no foreseeability of Project, issue a termination notice to the Selected Agency, terminating the Contract with immediate effect. The Selected Agency shall be awarded 30 (thirty) days to complete any pending activities and clear the premises if any provided by NHM-UP. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Selected Agency by NHM-UP

7.23 Premature Termination of Contract

In the event of premature termination of the Contract by NHM-UP on the instances other than non-fulfillment or non-performance of the contractual obligation by the Selected Agency, the balance remaining payments as on the date of termination shall be released within 06 (six) months from the date of such termination

7.24 Continuity of Operations

In case of termination, the Selected Bidder/ Agency will continue operations on existing terms and conditions as mentioned in the RFP documents and the Agreement from the date of termination till the date of handing over of complete operations including assets owned by NHM-UP to the next service provider. All assistance shall be provided by the exiting Agency in handing over of all assets, policy documents, SOPs etc. to next service provider without any extra cost on behalf of NHM-UP

7.25 Indemnity

7.25.1 The Selected Agency shall at all times indemnify and keep indemnified NHM-UP against all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation) related to or arising out of, whether directly or indirectly, (i) a breach by the resources appointed by or through the Selected Agency of any obligations specified in relevant clauses hereof; (ii) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Selected Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them;

7.25.2 The Selected Agency shall at all times indemnify and keep indemnified NHM-UP against all claims/damages etc. for any infringement of any Intellectual Property Rights (“IPR”) while providing its services under the Project

7.25.3 The Selected Agency shall at all times indemnify and keep indemnified NHM-UP against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Selected Agency’s employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Selected Agency or its employees

7.25.4 The Selected Agency shall at all times indemnify and keep indemnified NHM-UP against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Selected Agency, in respect of wages, salaries, remuneration, compensation or the like

7.25.5 All claims regarding indemnity shall survive the termination or expiry of the Contract

7.26 Severability

If for any reason whatsoever any provision of this RFP is invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as is practicable. Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this RFP or otherwise

7.27 Notices

Unless otherwise stated, notices to be given under this RFP/ Contract including but not limited to notice of waiver of any term, breach of any term of this Contract and termination of this Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

<p><u>To NHM-UP:</u> Mission Director/ The Nodal, National Health Mission 16 A P Sen Marg, Mandi Parishad, Lucknow – 226001 Email: tenderquery.nhmup@gmail.com Tel. No.: 0522-2237496, 2237522 Attn.: Nodal officer, SPMU</p>	<p><u>To the Selected Agency:</u></p>
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Or such address, telex number or facsimile number as may be duly notified by the respective parties from time to time and shall be deemed to have been made or delivered. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address

7.28 Modification of Contract

The Contract, to be signed between NHM-UP and the Selected Agency, may be supplemented, amended, or modified only by the mutual agreement of the Parties. No change, modification, addition, supplement, or amendment to the Contract shall be valid and binding unless in writing and signed by all Parties thereto

7.29 Settlement of Dispute

- 7.29.1 In case of any dispute the Selected Agency will at first, attempt in good faith to resolve any dispute initially through mutual understanding and amicable settlement with NHM-UP and/or any other authority designated by the Nodal, NHM-UP. The decision of the Nodal, NHM-UP in this matter shall be considered as final
- 7.29.2 If any dispute or difference of any kind whatsoever arises between the parties with regard to the interpretation, difference or objection in connection with or arising out of or relating to or under this RFP, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, which could not be settled through amicable discussions within 30 (thirty) days from the date of reference to discuss and attempt to amicably resolve the dispute, then the same shall be referred to the Principal Secretary, Health, GoUP for decision, whose decision shall be final
- 7.29.3 If either party is not satisfied with the decision of Principal Secretary, Health, GoUP, they may opt to proceed for arbitration

7.30 Arbitration

- 7.30.1 Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this Contract, termination, or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in Lucknow and in case the Parties are not able to agree the identity of the sole arbitrator, within a period of 15 (fifteen) days, then the arbitration shall be conducted by a panel of three arbitrators, one arbitrator being appointed by each of the two Parties and the third arbitrator appointed by the two arbitrators so appointed
- 7.30.2 The arbitration shall be conducted in accordance with the provisions mentioned under Arbitration and Conciliation Act, 1996 and any amendments thereof in effect at the time of the arbitration or any statutory modification thereof. The seat of the arbitration shall be Lucknow, India and it shall be conducted in the English language and all written documents used during the arbitration shall be in English
- 7.30.3 During any period of arbitration, there shall be no suspension of this Contract. During the arbitration, the Selected Agency shall continue to fulfill its obligations under this Contract except for such obligations and other matters, which are the subject of arbitration
- 7.30.4 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned and any person affected by it. The award may include an award of costs, including reasonable attorneys' fees and disbursements. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause
- 7.30.5 The parties specifically agree that any arbitration shall be pursuant to Clause 7.30 above and the Clause is governed by Indian Law

7.30.6 Subject to the arbitration proceedings as stated above, the adjudication of all Disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at Lucknow

7.31 Savings Clause

In the absence of any specific provision in the Contract on any issue the guidelines issued/to be issued by the Mission Director, NHM-UP, Government of Uttar Pradesh shall be applicable

7.32 Miscellaneous

7.32.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the High Court of Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process

7.32.2 NHM-UP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/or evidence submitted to NHM-UP by, on behalf of and/or in relation to any Bidder; and/or
- (e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder

7.32.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases NHM-UP, its employees, agents and advisers, 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 exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future

7.32.4 All documents and other information provided by NHM-UP or submitted by a Bidder to NHM-UP shall remain or become the property of NHM-UP. Bidders or the Selected Agency, as the case may be, are to treat all information as strictly confidential. NHM-UP will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to NHM-UP in relation to the Project shall be the property of NHM-UP

7.32.5 NHM-UP reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record

7.32.6 The Selected Bidder/ Agency shall bear all the expenses regarding delivery of services

7.32.7 The Selected Bidder/ Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the Contract Period

- 7.32.8 The Selected Bidder/ Agency shall execute the whole work in strict accordance with the directions issued by NHM-UP from time to time
- 7.32.9 NHM-UP shall reserve the right to make any alterations in or additions to the original SOW on mutually agreed terms. Any additional work which the Selected Bidder/ Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Selected Bidder/ Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by NHM-UP
- 7.32.10 Any publicity by the Selected Bidder/Agency in which the name of NHM-UP is to be used should be done only with the explicit written permission of NHM-UP
- 7.32.11 In addition to the provisions enumerated in Clause 7.32 hereinabove, the Selected Agency is required to comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ NHM-UP in connection to the performance of its obligations under this RFP/ Contract

SECTION 8. ANNEXURES

ANNEXURE 1: COVER LETTER

(To be submitted on the letter head of the Bidder)

To,
Mission Director
National Health Mission
State Health Society, Uttar Pradesh
16 A P Sen Marg, Mandi Parishad Bhawan,
Lucknow 226001

Sub.: “Request for Proposal for Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under National Health Mission, Uttar Pradesh”

Dear Sir,

With reference to your RFP Ref. No. dated, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “*Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under National Health Mission, Uttar Pradesh*”

We are submitting our Proposal as [*name of the Bidder*].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that NHM-UP will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals
2. This statement is made for the express purpose of appointment as the Selected Agency for the aforesaid Project
3. We shall make available to NHM-UP any additional information it may deem necessary or require for supplementing or to authenticate the Proposal
4. We acknowledge the right of NHM-UP to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law our right to challenge the same on any account whatsoever
5. We certify that in the last 3 (three) years, we/ or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part
6. We declare that:
 - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda

National Health Mission, Government of Uttar Pradesh, India

issued by NHM-UP;

- (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with NHM-UP or any other public sector enterprise or any government, Central or State; and
 - (d) 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.
 - (e) We declare that the undertakings given by us along with the Proposal in response to the RFP for the Project are true and correct as on the date of making the Proposal and we shall continue to abide by them.
 - (f) We declare that there is no pending, active or previous legal action that prevents us from submitting the Proposal and executing the Agreement or fulfilling the conditions of the Project.
7. We understand that NHM-UP may cancel the Selection Process at any time and that NHM-UP is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders
 8. We declare that we or any of our Associates are not directly or indirectly related to any other Bidder applying for selection as an Agency for the Project
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community
 10. We further certify that in regard to matters relating to security and integrity of the country, we or our Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our Associates
 11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our Associates or against our CEO or any of our Partners /Directors/ Managers/ employees
 12. We declare that we or any of our Associates have not paid and shall not pay any bribe to any officer of NHM-UP for awarding this Project at any stage during its execution or at the time of payment of bills and further, if any officer of NHM-UP asks for bribe/gratification, we or our Associates shall immediately report it to the appropriate authority in NHM-UP
 13. We further certify that we or any of our Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Proposal
 14. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate NHM-UP of the same immediately
 15. We agree that if at any stage, any information/documents submitted by us are found to be false, we

or our Associates shall be liable for debarment from tendering in NHM-UP, apart from any other appropriate/legal action, as the case maybe

16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NHM-UP in connection with the selection of Agency or in connection with the Selection Process itself in respect of the abovementioned Project. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected
17. We agree to keep this offer valid for 180 (one eighty) days from the Proposal Due Date specified in the RFP, or provide extension of Bid Validity Period, if so, required by NHM-UP
18. We agree that if we fail to provide extension of Bid Validity Period, it will be construed that Bid is withdrawn and we will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of the Bid documents submitted or refund of the EMD
19. A Power of Attorney in favor of the Authorized Signatory to sign and submit this Proposal and documents is attached herewith
20. The Financial Proposal has been/shall be submitted online as per the prescribed timeline set out in the RFP document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us
21. We agree and undertake to abide by all the terms and conditions of the RFP

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP

Yours sincerely,

Authorized Signature (*PoA holder as per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

Bidder's Contact Details

The Bidders are requested to provide the contact details of Authorized Representative/ Signatory in following format along with Annexure 1:

S. No.	Particulars	Details
1	Name of the Authorized Representative/ Signatory	1. 2.
2	Email ID	1. 2.
3	Phone number (mobile number preferable)	

Annexure 1- A: Particular/Details of the Firm

S. No.	PARTICULARS	Details
1	Name of the Firm (registration certificate/ ICAI Firm Constitution Certificate attached)	
2	Head office or Branch office situated at Same District	Yes/No
3	Firm Details:	
3.a	Head Office established date	
3.b	Head Office	Address: Phone No: Fax No: Mobile of Head Office In-charge: Email:
3.c	Branch Office established date	
3.d	Branch Offices (Particulars of each branch to be given)	Address: Phone No: Fax No: Mobile : Email:
4	Income Tax PAN of the firm (Attach copy of PAN card of firm)	
5	GST/Service Tax Registration no. of the firm (Attach copy of Registration)	
6	Registration no. with ICAI/ ICMAI Firm Constitution Certificate (Attach copy of Registration as on 31 st October 2022)	
7	C & AG empanelment number (empaneled for 2021-22 and applied status for FY 2022-23)	
8	Date of constitution of Firm	

*Selection of Concurrent Auditor for the FY 2021-22 & 2022-23
for the various programs implemented under NHM-UP*

S. No.	PARTICULARS	Details
9	Name of Partners	Details to be given as per 1-B
10	No. of Partners (CA/CMA) in Firm (Separate list attached with certificate of ICAI/ ICMAI)	
11	Details of Staff	
12.a	Fully Qualified CA/CMA	Details to be given as per 1-C
12.b	Semi Qualified CA/CMA	Details to be given as per 1-D (i)
12.c	Article Clerk	Details to be given as per 1-D (ii)
12.d	Others Audit Staff	

Annexure 1-B: Detail of Full Time Partners

(Please provide a self-attested copy of Certificate of ICAI/ICMAI)

S. No.	Name of Partners	Member ship no.	Date of Joining of Firm	Qualification	Experience	Contract mobile no. & Email and Full Address
1						

Annexure 1-C: Detail of Full Time and Part Time Partner of applying firm who are partner of others firm.

(Please provide a self-attested copy of Certificate of ICAI/ICMAI)

Partners details of applying firm			Other firm detail in which applying firm partners are partners		
S. No.	Name of Partners	Member ship no.	Sl. no	Name of Firm	Registration no. with ICAI/ICMAI
1			1		
			2		
			...		
2			1		
			2		
			...		
...					

Annexure 1-D (i): Details of Qualified Staff (CA/CMA)

S. No.	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Membership No.	Relevant Experience
1						
2						
3						
...						

Annexure 1-D (ii): Details of Semi Qualified Staff (including Article Clerks etc.)

S. No.	Name of Staff	Length of Association with the Firm (in years)	Educational Qualifications	Area of Key Expertise	Registration No.	Relevant Experience
Semi Qualified Staff:-						
1						
2						
...						
Article Clerks:-						
1						
2						
...						
Others Audit Staff:-						
1						
2						
...						

ANNEXURE 2: TURNOVER AND NETWORTH DETAILS OF BIDDER

(To be submitted on the letterhead of the Chartered Accountant of the Bidder)

Turnover and Net worth details for participation under the RFP for “Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under National Health Mission, Uttar Pradesh”

S. No.	Financial years	Turnover (INR)	Positive Net worth (Yes/ No)
1.	2019-20		
2.	2020-21		
3.	2021-22		
	Average Annual Turnover		

This is to certify that the Net worth of _____(name of Bidder)_____ is Positive for last 03 (three) Financial Years i.e., 2019-20, 2020-21 & 2021-22 as per the Audited Financial Statements.

Note:

- (a) Turnover includes revenue from professional services only and excludes revenue from manpower supply related work
- (b) Certificate issued by a statutory auditor along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted on the letterhead of the Statutory Auditor
- (c) Provide supporting Audited Financial Statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding organization/ firm

Name, Membership number and Signature of the Chartered Accountant:

Name and seal of the firm:

[Location, Date]

Authorized Signature (PoA holder per Annexure 7)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

UDIN:

ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL

(To be submitted on the letter head of the Bidder)

To,
Mission Director
National Health Mission
State Health Society, Uttar Pradesh
16 A P Sen Marg, Mandi Parishad Bhawan,
Lucknow 226001

Sub.: **“Request for Proposal for Selection of Concurrent Auditor for the Financial Years 2021-22 and 2022-23 for the Programs implemented under National Health Mission, Uttar Pradesh”**

Dear Sir/Madam,

With reference to your RFP Ref. No.dated, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for “*Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under NHM-UP*” The Proposal is unconditional and unqualified.

We are submitting our Proposal as [*name of the Bidder*].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that NHM-UP will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals
2. This statement is made for the express purpose of appointment as the Selected Agency for the aforesaid Project
3. We shall make available to NHM-UP any additional information it may deem necessary or require for supplementing or to authenticate the Proposal
4. We acknowledge the right of NHM-UP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever
5. We certify that in the last 03 (three) years, we or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part
6. We declare that:
 - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda issued by NHM-UP;

National Health Mission, Government of Uttar Pradesh, India

- (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NHM-UP or any other public sector enterprise or any government, Central or State; and
 - (d) 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.
 - (e) We declare that the undertakings given by us along with the Proposal in response to the RFP for the Project are true and correct as on the date of making the Proposal and we shall continue to abide by them.
 - (f) We declare that there is no pending, active or previous legal action that prevents us from submitting the Proposal and executing the Agreement or fulfilling the conditions of the Project.
7. We understand that you may cancel the Selection Process at any time and that NHM-UP is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders
 8. We declare that we or our Associates are not directly or indirectly related to any other Bidder applying for selection as an Agency for the Project
 9. We certify that in regard to matters other than security and integrity of the country, we or our Associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory NHM-UP which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community
 10. We further certify that in regard to matters relating to security and integrity of the country, we or our Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our Associates
 11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our Associates or against our Chief Executive Officer (CEO) or any of our Partners/Directors/ Managers/ employees
 12. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in NHM-UP, apart from any other appropriate/ legal action, as the case maybe
 13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NHM-UP in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project
 14. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected
 15. The Financial Proposal is being submitted online only. This Technical Proposal read with the

Financial Proposal shall be binding on us

16. We agree and undertake to abide by all the terms and conditions of the RFP

Yours sincerely,

Authorized Signature (*PoA holder as per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

UDIN:

ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE
SUMMARY

(To be submitted on the letter head of the Bidder)

Annexure 3A (i): Concurrent Audit Experience in the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 & 2021-22) and till Proposal Due Date (“PDD”)

S. No.	Name of the Auditee Organization	Type/Nature of Assignment	Duration of Completion of Assignment	Proof of the letter of Work or Assignment awarded by the Auditee Organization	
				Audit Fee	Attachment Annexure No.
1					
2					
3					
...					

Annexure 3A (ii): Statutory Audit of Experience in the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 & 2021-22) and till Proposal Due Date (“PDD”)

S. No.	Name of the Auditee Organization	Type/Nature of Assignment	Duration of Completion of Assignment	Proof of the letter of Work or Assignment awarded by the Auditee Organization	
				Audit Fee	Attachment Annexure No.
1					
2					
3					
...					

Authorized Signature (*PoA holder as per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

ANNEXURE 4: SELF-DECLARATION

(To be submitted on the letterhead of the Bidder)

To,
Mission Director
National Health Mission
State Health Society, Uttar Pradesh
16 A P Sen Marg, Mandi Parishad Bhawan,
Lucknow 226001

In response to the RFP Ref. No.dated2022 for “*Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under National Health Mission, Uttar Pradesh*”, as a Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,

- i. Possesses the necessary professional, technical, financial, and managerial resources and competence required under the RFP document issued by NHM-UP;
- ii. Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP;
- iii. Have an unblemished record and is/are not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period by any State/ Central government/ PSU/ UT;
- iv. Do not have any previous transgressions with any entity in India or any other country during the last 03 (three) years;
- v. Is/are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- vi. Do not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of 03 (three) years preceding the commencement of the Selection Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- vii. Do not have a conflict of interest which materially affects the fair competition;
- viii. Will comply with the code of integrity as specified in the RFP

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoUP, my/ our security may be forfeited in full; our proposal, to the extent accepted, may be cancelled and NHM-UP may choose to blacklist me/us for a period it may deem fit

Thanking you,

Yours sincerely,

Authorized Signature (*PoA holder per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

ANNEXURE 5: BLACKLISTING AND PENDING SUIT DECLARATION

(on Non-Judicial paper of INR 200/-duly notarized by Notary Public / First Class Magistrate)

AFFIDAVIT

I / We.....
(Full name in capital letters starting with surname), the Partner /Managing Director/ Holder of power of attorney of the business, establishment/ firm/ registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

1. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ blacklisted by either NHM-UP/ DHS/ SHS / Central Govt. / State Govt. / Public Sector Undertaking/ any other local body till completion of the Selection Process under this RFP document nor convicted under the provision of Indian Penal Code,1860 or Prevention of Corruption (Amendment) Act, 2018, nor any criminal case is pending against me/us in any court of law.
2. It is further declared that the firm..... shall inform NHM-UP of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.
3. The firm..... do hereby agree that if in future, it comes to the notice of NHM-UP/ DHS/ SHS if it is brought to the notice of NHM-UP/ DHS/ SHS that any disciplinary/ penal action due to violation of terms and conditions of the RFP document/ Agreement which amounts to cheating /depicting of mala fide intention during the completion of the contract anywhere in NHM-UP/ DHS/ SHS or either by any of Central Govt. / State Govt. / Public sector undertaking/any other local body, NHM-UP/ DHS/ SHS will be at discretion to take appropriate action as its finds fit.

(Full name and complete address with Signature of Authorized Signatory)

Authorized Signature (PoA holder as per Annexure 7)

[In full and initials with Seal]:

[Location, Date]

(Name and seal of the Bidder)

Name and Title of Signatory:

Address:

Telephone:

Email:

WITNESS:

- 1) Full Name
- Address
- Signature

- 2) Full Name

Address

Signature

**ANNEXURE 6: FORM OF BANK GUARANTEE FOR PERFORMANCE
SECURITY**

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir/Madam,

In consideration of[*Name of Client*] (hereinafter referred as the ‘NHM-UP’, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [*name of Selected Agency*] a [*provide nature of organization*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the ‘Selected Agency’, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Award for “*Concurrent Auditor for the Financial Years 2021-22 and 2022-23 for the Programs implemented under National Health Mission, Uttar Pradesh*” Work Order by issue of NHM-UP’s Work Order No. [*reference*] dated [*date*] and the same having been unequivocally accepted by the Selected Agency, resulting in a Work Order/Contract valued at INR [*amount in figures and words*] for [*Scope of Work*]) (hereinafter called the “**Work Order**”) and the Selected Agency having agreed to furnish a Bank Guarantee amounting to INR [*amount in figures and words*] to NHM-UP for performance of the said Agreement.

We [*Name of Bank*] incorporated under [*law and country*] having its head office at [*address*](hereinafter referred to as the “**Bank**”), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay NHM-UP immediately on demand an or, all monies payable by the Selected Agency to the extent of INR [*amount in figure and words*] (hereinafter referred to as “**Guarantee**”) as aforesaid at any time up to [*date*] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Selected Agency if the Selected Agency shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents. Any such written demand made by NHM-UP on the Bank shall be conclusive and binding notwithstanding any difference between NHM-UP and the Selected Agency or any dispute pending before any Court, Tribunal, Arbitrator, or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until NHM-UP discharges this guarantee.

NHM-UP shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Selected Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. NHM-UP shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against NHM-UP and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between NHM-UP and the Selected Agency any other

National Health Mission, Government of Uttar Pradesh, India

course or remedy or security available to NHM-UP. The Bank shall not be relieved of its obligations under these presents by any exercise by NHM-UP of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of NHM-UP or any other indulgence shown by the authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that NHM-UP at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Selected Agency and notwithstanding any security or other guarantee that NHM-UP may have in relation to the Selected Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Selected Agency/the Bank or any absorption, merger, or amalgamation of the Selected Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to INR [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by NHM-UP on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name, and address]

2. [signature, name, and address]

[Official Address]

Designation

[With Bank Stamp]

Note:

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee.' The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to NHM-UP.

**ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED
SIGNATORY**

(On Non – Judicial stamp paper of INR 100/- duly attested by Notary Public)

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby constitute, nominate, appoint, and authorize Mr. / Ms. (Name), R/o.....(name and address of residence) and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for the “Selection of Concurrent Auditor for the Financial Years 2021-22 and 2022-23 for the Programs implemented under National Health Mission, Uttar Pradesh” for a period of 01 (one) year (“Project”) as defined under this RFP for the National Health Mission, Uttar Pradesh (the “NHM-UP”), representing us in all matters before NHM-UP, in connection with or relating to or arising out of our Bid for the said Project.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be 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.

This Power of Attorney shall be effective, binding, and operative till completion of the Selection Process, if not revoked earlier or as long as the said Attorney is in the service of the organization, whichever is earlier.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022

Accept

(Signature)

(Name, Title and Address of the Attorney)

Notarized

For _____(Signature)

(Name, Title and Address of PoA Giver)

WITNESS:

1) Full Name
Address
Signature

2) Full Name
Address

Signature

Notes:

- *The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

ANNEXURE 8: DECLARATION FOR EXISTENCE OF THE FIRM

(To be submitted on the letterhead of the Bidder)

To,
Mission Director
National Health Mission
State Health Society, Uttar Pradesh
16 A P Sen Marg, Mandi Parishad Bhawan,
Lucknow 226001

I / We (*Full name in capital letters*), Holder of Power of Attorney of _____ (*insert name of Bidder*) as the Partner /Managing Director/ Member certify and confirm that _____ (*insert name of the Bidder*) _____ has been in operation for at least 10 (ten) years in the field of providing concurrent and statutory audit services

Yours sincerely,

Authorized Signature (*PoA holder as per Annexure 7*)

[*In full and initials with Seal*]:

[*Location, Date*]

Name and Title of Signatory:

(*Name and seal of the Bidder*)

Address:

Telephone:

Email:

ANNEXURE 9: ANTI COLLUSION CERTIFICATE

(To be submitted on the Letterhead of the Bidder)

To,
Mission Director
National Health Mission
State Health Society, Uttar Pradesh
16 A P Sen Marg, Mandi Parishad Bhawan,
Lucknow 226001

We hereby certify and confirm that in the preparation and submission of our proposal for RFP Ref. No.datedfor “*Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under National Health Mission, Uttar Pradesh*”, We have not acted in concert or in collusion with any other Bidder or other person(s) and not done any act, deed, or thing ,which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organisation in connection with instant proposal.

Yours sincerely,

Authorized Signature (*PoA holder as per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:
(Name and seal of the Bidder)

Address:

Telephone:

Email:

ANNEXURE 10: LETTER OF EXCLUSIVITY

(To be submitted on the Letterhead of the Bidder)

To,

Mission Director
National Health Mission
State Health Society, Uttar Pradesh
16 A P Sen Marg, Mandi Parishad Bhawan,
Lucknow 226001

We, _____, hereby declare that we are/will not associate with any other firm/entity submitting a separate proposal for RFP Ref. No. S. No/dated2022 for “*Selection of Concurrent Auditor for the Financial Year 2021-22 & 2022-23 for the various programs implemented under National Health Mission, Uttar Pradesh*” under consideration.

Authorized Signature (*PoA holder as per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

**ANNEXURE 11: DECLARATION FOR SUBMISSION OF AUDIT REPORT OF
PREVIOUS YEARS OR NON-PREVIOUS AUDITOR IN ANY DHS/ SHS**

(On Non – Judicial stamp paper of INR 100/- duly attested by Notary Public)

- (a) We(name of the Bidder) hereby declare that we have completed all audits that were allotted to our firm by SPMU/any DHS of Uttar Pradesh in past & all audit reports have been submitted at the time of making this declaration. All reports are complete as per Scope of Work & there are no pending issues regarding the quality of audit/ audit reports to the best of our knowledge
- (b) We(name of the Bidder) hereby declare that our firm has never been allotted any audit work by SPMU/any DHS of Uttar Pradesh in past. We(name of the Bidder) understand that any discrepancy / wrong declaration will result in rejection of our bid.

Yours sincerely,

Authorized Signature (*PoA holder as per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

ANNEXURE 12: FORMAT FOR PREBID QUERY AND CLARIFICATIONS

The Bidder will have to ensure that their queries should reach through email at tenderquery.nhmup@gmail.com in the prescribed format as mentioned below

Bidder's Name:			
S. No.	Clause Reference & Page number	Clause Details	Queries with Justification

** Any other form of submission will not be entertained*

ANNEXURE 13: FINANCIAL PROPOSAL COVER LETTER

(To be submitted on the letterhead of the Bidder)

To,

Mission Director
National Health Mission
State Health Society, Uttar Pradesh
16 A P Sen Marg, Mandi Parishad Bhawan,
Lucknow 226001

**Sub.: Request for Proposal for Selection of Concurrent Auditor for the Financial Years 2021-22
and 2022-23 for the Programs implemented under NHM-UP**

Dear Sir/Madam,

I/ We, (Bidder's name) herewith enclose the Financial Proposal for consideration under the process for Selection of Concurrent Auditor for the Financial Years 2021-22 and 2022-23 for the Programs implemented under NHM-UP.

I/ We agree that this offer shall remain valid for a period of 189 (one hundred eighty) days from the Bid due- date or such further period as may be mutually agreed upon. I/ We shall upload the financial proposal as per the format uploaded on e-tender portal. Any deviation in the same shall lead to rejection of our proposal and not be considered for further evaluation under the bid process.

Yours sincerely,

Authorized Signature (*PoA holder as per Annexure 7*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY PROPOSAL DUE

DATE

S. No.	List of Documents	Y/ N (Yes/ No)	Filename/ Page no.
1.	Annexure 1: Cover Letter		
2.	Annexure 2: Turnover & Net worth details of Bidder Certificate issued by a statutory auditor (as per Annexure-2)		
(i)	Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years		
3.	Registration documents of the Bidder as a company/firm or any legal entity along with:		
(i)	Details of Board of Director/ Managing Director/ CEO/ Partners		
(ii)	PAN Card of the registered legal entity		
(iii)	GST certificate of the registered legal entity		
(iv)	Any other supporting document, as may be required		
(v)	Undertaking on the letterhead of the Bidder (as per Annexure-8)		
4.	Copy of Registration Certificate issued by the Institute of Chartered Accountants of India (ICAI/ ICMAI)		
5.	Copy of the valid empanelment letter issued by CAG (not applicable in case of cost accounting firms)		
6.	Self-declaration on the Bidder's letterhead confirming the Head office or branch office Lucknow Copy of Rent Agreement with NOC from Landlord / copy of Registry along with Copy of latest Electricity Bill or Telephone Bill (not older than 03 (three) months from the Proposal Due date)		
7.	Annexure 3: Format For Technical Proposal		
8.	Annexure 3A: Format for submitting Work Experience Summary		
(i)	For Concurrent/ statutory Audit experience Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement, details of concurrent audits done and all other essential details of the contract Completion certificate from their client for completed Project(s). OR A certificate from the chartered accountant of the Bidder alongwith UDIN no. of the CA stating the details such as name of client, type of audit undertaken, start date, date of completion, fees received etc.		

S. No.	List of Documents	Y/ N (Yes/ No)	Filename/ Page no.
(ii)	Manpower: Self-Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Bidder along with the name of full-time fellows and semi-qualified CA/ CMA staff (Inter)		
9.	Annexure 4: Self-Declaration		
10.	Annexure 5: Blacklisting And Pending Suit (Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5)		
11.	Annexure 7: Format For Power Of Attorney For Authorized Signatory		
12.	Annexure 8: Declaration for Existence of the Firm		
13.	Annexure 9: Format For Anti-Collusion Certificate		
14.	Annexure 10: Format For Letter Of Exclusivity		
15.	Any other supporting documents, as may be required		

**ANNEXURE 14: COMMENTS AND SUGGESTIONS ON THE SCOPE OF
WORK**

[Firm can present with justifications here, any modifications or improvements to the Terms of Reference which can significantly improve performance in carrying out the assignment (such as deletion of some activity which the firm considers unnecessary, adding other activities of significance, re-organizing the activities, additional human resource required at various levels etc. Such suggestions should be concise and to the point.]

ANNEXURE 15: DRAFT FORMAT OF EXECUTIVE SUMMARY REPORT

Name of the State- Uttar Pradesh

(For the Quarter ended–30th JUNE, -----)

Part-A: State level issues:

BOOKS OF ACCOUNTS

1. Whether books of accounts of SHS are computerized? If yes, whether any ERP system has been implemented?
2. Whether registers related to budget receipt and control, advances, staff payments, stock, investments etc. are being maintained properly?
3. Whether the Quarterly FMRs and Statement of Fund Position are based on books of accounts. And prepared in the prescribed format?
4. Whether the Quarterly FMRs and Statement of Fund Position are audited by the concurrent auditor?

DISBURSEMENT & UTILIZATION OF FUNDS

5. Provide a list of advances and total amount involved which are outstanding for more than a year. Mention the follow up action taken for the same.
6. Whether the Provisional Utilization Certificates sent to GOI have been audited by the concurrent auditor?
7. Whether there is any significant delay in disbursing the funds to Districts, after the receipt from GOI?
8. Whether the posts of State Finance Manager and State Accounts Manager are filled up? If vacant, since when?

MONITORING & EVALUATION

9. Whether the state audit committee has been meeting at regular intervals?(Indicate the number of meetings held during the period)
10. Whether audit observations of the concurrent auditor have been complied with?
11. Whether Action Taken Report on observations has been submitted regularly?
12. Whether the SHS has sent the Action Taken Report (ATR) on the last concurrent audit report of the DHS to the GOI?

OTHERS

Part-B: District Level Issues:

13. Name of the Districts where monthly concurrent audit has not taken place.
14. Number of districts where all the blocks have not been covered at least once in the course of audit.
15. Number of blocks (district wise) where the peripheral units have not been visited.
16. Number of Rogi Kalyan Samities (district-wise) where last annual audit has not been done.

BOOKS OF ACCOUNTS

17. Name of the Districts where books of accounts are not computerized. Provide a district wise breakup of health facilities for the same.
18. Name of the Districts where Cash Books are not being maintained /closed on a daily basis. Provide a district wise break up of health facilities for the same.
19. Name of the Districts where bank reconciliation is not being done on a monthly basis. Provide a district wise break up of health facilities for the same.

REPORTING

20. Name of the Districts which have not submitted the Statement of Fund Position in the last three months.
21. Name of districts that have not submitted their concurrent audit reports on time. Also mention the extent of delay.
22. Name of the Districts which have not submitted FMRs/SOE s in the last three months.
23. Name of the Districts where the SOEs/FMRs are not being submitted in prescribed format.
24. Whether the SOE/FMR submitted by the districts include the SOE from all the Blocks/CHC/PHC etc. on regular basis and on the basis of the Books of Accounts only? Report the exceptions to the same
25. Provide a list of advances and total amount involved District-wise which are outstanding for more than a year. Mention the follow up action taken for the same.

AUDIT COMMITTEE

26. Number of districts where audit committee has not been constituted/is not meeting at regular intervals (Indicate names)

OTHERS

27. Number of Districts where unification of finance and accounting processes has not taken place as per GOI guidelines.
28. Number of districts where posts of District Accounts Manager has been vacant for more than 3 months.
29. Whether Delegation of Administrative and Financial powers have not taken place as per GOI

guidelines (circulated vide D.O.No.118 /RCH-Fin2006-07 dated 1st May, 2007).

PART –C

30. Whether the issue raised in the last Quarterly Executive Summary has been addressed: List out the details of Major pending issues?

**For -----
CHARTERED ACCOUNTANTS
Firm Regn No.**

**For State Health Society
of Uttar Pradesh**

ANNEXURE 16: CONTRACT

For

*“Concurrent Auditor for the Financial Years 2021-22 & 2022-23 for the Programs implemented
under National Health Mission, Uttar Pradesh”*

Convener, State Health Society, Representative of MD, National Health Mission, {name of district} (“the Contract No...../...../...../.....” Date:/...../.....

THIS CONTRACT (“Contract”) is entered into this day on ,..... 2022 by and between *Convener, State Health Society, Representative of MD, National Health Mission, {name of district}* (“the Client”) having its principal office at *{ Address of District Health Society}* and *M/s {Name of Chartered /Cost Accountant Firm}*, (“the District Concurrent Auditor”) having its principal office located at *{Address of Chartered Accountant/ Cost Accountant Firm}*.

WHEREAS, the District Health Society invited bids through SPMU-NHM for concurrent auditor and the auditor has agreed to such engagement upon and subject to the terms and condition appearing below in this contract agreement, and

WHEREAS, the Auditor is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agreed as follows:

31. Services

The State Concurrent Auditor shall perform the services as per the SOW & RFP for the Financial Year 2021-22 & 2022-23. The TOR & RFP is part of the agreement

32. Service Period

This agreement is valid for April 2021 to March 2023 or subject to the submission of the last quarter concurrent audit report along with Block Specific work and if audit work will not be started up toDecember, 2022 then recommendation for cancellation of agreement may be done by the DAC/MD, NHM to SAC

33. Extension of Contract

The Contract period shall be of 01 (one) year (“Contract Period”) only.

34. Term

The State Concurrent Auditor shall complete the audit of SHS and its supporting units for the financial year 2022-23 from April 2022 to March 2023 & submit monthly concurrent audit report of SHS (including all state level units) in three copies appending thereto gist of major & serious audit findings of each district along with executive summary in prescribed format by 20th of the next month

35. Payment

- A. For Services rendered, Client shall pay to the State Concurrent Auditor an amount not to exceed **INR**/- (**INR.....**) for monthly concurrent audit report from April 22 to March 23 including TA/DA, GST& all other obligations

This amount has been established based on the understanding that it includes all of the Auditor's costs and profits inclusive of TA/DA, **GST** & all other obligations that may be imposed on the Auditor.

B. Payment Milestones:

1. The Payment shall be made quarterly (i.e. 3 months)
2. The quarterly payment will be made within 30 days after submission of invoices by auditor

36. Project Administration:

Coordinator: The Client designates Finance Controller as Client's Coordinator; The Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment

37. **Performance Standards:** The Auditor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity in line with the Engagement & Quality Control Standards issued by ICAI. Specific reference is invited to standard (SA 600 – AAS 10- using the work of another auditor) and SA 230 (AAS 3 – Audit documentation). The Auditor shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory and any substitution of staff, if necessary, shall be with a staff of at least the same level of qualifications

38. **Ownership of Material:** Any studies reports or other material, graphic, software or otherwise, prepared by the Auditor for the Client under the Contract shall belong to and remain the property of the Client. The Auditor may retain a copy of such documents and software

39. **Assignment:** The Auditor shall not assign this Contract or Sub-contract any portion of this agreement.

40. **Law Governing the Contract and Language:** The Contract shall be governed by the Laws of Government of India/ State of Uttar Pradesh and language of the Contract shall be in Hindi & English

41. **Dispute Resolution:** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to from either of the parties to the arbitration in accordance with the laws of the Arbitration and Conciliation Act 1996. If any dispute arises, jurisdiction will be at Lucknow, Uttar Pradesh

42. **Termination of contract:** SAC shall terminate the contract, in any case, CA/CMA firm blacklisted by SAC/ Principal Secretary of Health & family welfare of GoUP, the Contract deemed shall be terminated at date of blacklisting

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE THROUGH THEIR AUTHORIZED REPRESENTATIVES EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

<p><u>Signed, Sealed and Delivered:</u> (On behalf of National Health Mission, Uttar Pradesh)</p> <p>Finance Controller National Health Mission, GoUP, 16 A P Sen Marg Mandi Parishad, Lucknow – 226001 Uttar Pradesh Email: Tel. No.: 0522-2237496, 2237522 Attn.: Nodal officer, SPMU</p>	<p><u>Signed, Sealed and Delivered:</u> [On behalf of Agency]</p> <p>The Common Seal of the Agency has been affixed pursuant to the resolution passed by the Board of Directors of the Agency at its meeting held on the ___day of __2022 hereunto affixed in the presence of _____, Director who has signed these presents in token thereof and _____.</p> <p>Authorized Signatory who has countersigned the same in token thereof;</p> <p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>
<p><u>In the Presence of:</u></p> <p>Witness</p> <p>1.</p> <p>2.</p>	

{SCHEDULE 1: Scope of Work}

{SCHEDULE 2: Financial Proposal}

{SCHEDULE 3: Key Performance Indicators (KPIs)}