

बिहार स्वास्थ्य सुरक्षा समिति
राज्य स्वास्थ्य अभिकरण



BIHAR SWASTHYA SURAKSHA SAMITI
State Health Agency

2nd Floor, 3rd Block, Secretariat Extension Building, Old Secretariat, Patna-800015
Website:- <https://biswass.bihar.gov.in/> E-mail:- abnhpmbihar@yahoo.com Telephone:- 0612-2233504

Notice Inviting Tender (NIT) Reference No. 01/BSSS/BIS Audit/2025-26 for selection of Agency for the audit of Ayushman Card for Bihar Swasthya Suraksha Samiti (BSSS)

The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to select an Agency for the audit of Ayushman Card via e-tendering (e-Procurement mode only).

Tender Schedules

S.No	Event Description	Timeline
1.	Start Date & time of submission (upload) of online bidding document	From 12/04/2025 - 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in/).
2.	Last date & time for submission (upload) of online bidding document	08/05/2025 till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in/)
3.	Time, Date, Venue of opening of Technical Bid	09/05/2025 at 11:00 AM on the e-Procurement Portal (https://eproc2.bihar.gov.in/) Venue:-Conference Hall,Bihar Swasthya Suraksha Samiti, Secretariat Extension building, Block-3, 2 nd Floor, Old secretariat , Patna-800015
4.	Time, Date, Venue of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://eproc2.bihar.gov.in/) or https://biswass.bihar.gov.in/ Venue:-Conference Hall,Bihar Swasthya Suraksha Samiti, Secretariat Extension building, Block-3, 2 nd Floor, Old secretariat , Patna-800015
5.	Pre-bid meeting (Date & time)	21/04/2025 from 11:00 AM to 12:00PM
6.	Pre- bid meeting venue	Conference Hall, Bihar Swasthyha Suraksha Samiti, Secreatriat Extension Building, Block-3, 2 nd Floor, Old Secretariat, Patna-800015

1. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or amendments to NIT or cancel the NIT without assigning any reasons at any stage and time.
2. For further enquiry and information, please visit website <https://eproc2.bihar.gov.in/> or <https://biswass.bihar.gov.in/> or contact to the following officers during office hours 9:30 AM to 6:00 PM – BIS Manager, BSSS (Mobile No. 9264471487) or Procurement manager, BSSS (Mobile No. 9264471413). All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal (<https://eproc2.bihar.gov.in/>) or <https://biswass.bihar.gov.in/> and shall be binding upon all bidders.

Administrative Officer
Bihar Swasthya Suraksha Samiti

बिहार स्वास्थ्य सुरक्षा समिति

राज्य स्वास्थ्य अभिकरण



BIHAR SWASTHYA SURAKSHA SAMITI

State Health Agency

Secretariat Extension Building, Block-3, Second Floor, Old Secretariat, Patna- 800015

e-tender (NIT) Reference No.-01/BSSS/BIS Audit/2025-26

**Notice Inviting Tender for Selection of Agency for the audit
of Ayushman card for Bihar Swasthya Suraksha Samiti
(BSSS)**

e-Procurement Mode Only

<https://eproc2.bihar.gov.in/>



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NOTICE INVITING TENDERS

1. The Bihar Swasthya Suraksha Samiti (BSSS), Patna intends to select an Agency for the audit of Ayushman Card via e-tendering.
2. BSSS invites bids from interested Agencies for providing audit services of Ayushman Card to BSSS. Detailed terms and conditions may be viewed on the website <https://eproc2.bihar.gov.in/>
3. To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in/> and contact the helpdesk at the following toll free number and address, "Toll Free Number: 1800 572 6571. *mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.*" Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays) or may visit the link "Vendor Info" section at <https://eproc2.bihar.gov.in/>

4. Schedule of Events

S.No	Event Description	Timeline
4.1	Start Date & time of submission (upload) of online bidding document	Till 12/04/2025 up to 05:00 PM , on the e-Procurement Portal (https://eproc2.bihar.gov.in/).
4.2	Last date & time for submission (upload) of online bidding document	08/05/2025 till 05:00 PM, on the e-Procurement Portal (https://eproc2.bihar.gov.in/)
4.3	Time, Date,Venue of opening of Technical Bid	09/05/2025 at 11:00 AM on the e-Procurement Portal (https://eproc2.bihar.gov.in/) Venue:-Conference Hall,Bihar Swasthya Suraksha Samiti, Secretariat Extension building, Block-3, 2 nd Floor, Old secretariat , Patna-800015
4.4	Time, Date, Venue of opening of Financial Bid	To be announced later on the e-Procurement Portal (https://eproc2.bihar.gov.in/) or https://biswass.bihar.gov.in/ Venue:-Conference Hall,Bihar Swasthya Suraksha Samiti, Secretariat Extension building, Block-3, 2 nd Floor, Old secretariat , Patna-800015
4.5	Pre-bid meeting (Date & time)	21/04/2025 at 11:00 AM to 12:00PM
4.6	Pre- bid meeting venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Secretariat Extension Building, Block-3, 2 nd Floor, Old Secretariat, Patna-800015

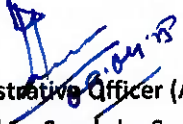
Note – i) Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) from the office of the Bihar Swasthya Suraksha Samiti.

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

5. Bidders may also download the tender documents (a complete set of documents is available on website) from e-Procurement Portal (<https://eproc2.bihar.gov.in/>) and submit its tender by using the downloaded document.
6. Tender Processing Fee (TPF) amount as per eproc2 portal to be paid by the bidder through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, to the agency empanelled by Government of Bihar for centralized e-Procurement.
7. The tenderer must deposit Earnest Money Deposit (EMD) of Rs. 7,00,000 (**Seven lakh only**) online through e-Procurement Portal (<https://eproc2.bihar.gov.in/>)
8. The technical and financial bids must be submitted through e-Procurement Portal (<https://eproc2.bihar.gov.in/>) on or before the date and time specified in Clause 4.2 of the NIT. The BSSS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."

9. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in e-Procurement Portal (<https://eproc2.bihar.gov.in/>) at the respective stage(s) only.
10. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., as required in support of their eligibility criteria/ technical bids and other certificate /documents in the e-Procurement Portal (<https://eproc2.bihar.gov.in/>).
11. The bids must be uploaded (e-mode/online) at the e-Procurement Portal (<https://eproc2.bihar.gov.in/>).
12. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in **Clause 4** above.
13. No bidder is exempted from submission of EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected
14. The BSSS will release the EMD without any interest to the Agency/ contractor on successful completion of contractual obligations.
15. BSSS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or modification/amendment of NIT or cancel the NIT without assigning any reasons at any stage and time.
16. For further enquiry and information, please contact during office hours 9:30 AM to 6:00 PM – Shri Yogesh Kumar, BIS Manager, BSSS, Mobile No.- 9274471487 & Shri Randhir Kishore, Procurement Manager, BSSS, Mobile no.- 9264471413.
17. All further notifications/ Corrigendum/ Addendum etc. if any shall be posted on e-Procurement Portal (<https://eproc2.bihar.gov.in/>) or <https://biswass.bihar.gov.in/>

Disclaimer: Please note, in the "Estimated value box" on the e-Procurement Portal (<https://eproc2.bihar.gov.in/>), "Zero" has been mentioned, by the Bihar Swasthya Suraksha Samiti (BSSS). The actual value of the project depends on the financial rate decided by this tender and therefore due to this, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.


Administrative Officer (AO)
Bihar Swasthya Suraksha Samiti

SECTION –I

INSTRUCTIONS TO BIDDER (ITB)

1. General Instructions

- 1.1. The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2. Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.
 - 1.2.1. **Registration of Bidders:** To participate in the e-tendering process, the bidder/agency are required to get themselves registered with Bihar Government Centralized e-Procurement Portal, i.e., <https://eproc2.bihar.gov.in/>, shall contact the helpdesk at the following address, "Toll Free Number: 1800 572 6571. *mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.*" Working Hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays) or may visit the link "Vendor Info" section at <https://eproc2.bihar.gov.in/>. The prospective bidder is required to click on the link for e-Tendering site as given on the BSSS web portal.
 - 1.2.2. **Digital Signature with encryption certificate (DSC):** Each bidder is required to obtain a Digital Signature with encryption Certificate (DSC).
 - 1.2.3. The bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the eProcurement Portal <https://eproc2.bihar.gov.in/> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - 1.2.4. **Submission of bids:** Bids are to be submitted through online mode to the eProcurement Portal <https://eproc2.bihar.gov.in/> at a time for following activities – one while uploading documents for submission of technical bid & the other at the time of submission of Financial bid on or before the prescribed date & time as mentioned in **Clause 4** in Notice Inviting Tender (NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
 - 1.2.5. Before preparing the tender and submitting the same to the BSSS, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
 - 1.2.6. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
 - 1.2.7. The prices quoted shall be firm and inclusive of all the factors mentioned in this document, all applicable taxes and duties, **excluding Goods & Services Tax (GST)**. This shall be quoted in the online mode only. Refer "**Appendix 'C'**" for information regarding Financial Bid. GST if applicable, will be paid by the BSSS or the authorities decided by BSSS, as per the prevailing rates/rules.
 - 1.2.8. The technical bid (technical and financial details of the bidder/agency) shall be submitted (with a forwarding letter as per **Appendix 'B'**) on or before the last date of submission in online mode only.

2. Tendering Expense

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

3. Language of the tender

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

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

4. Amendments to Tender Documents

- 4.1. At any time prior to the deadline for submission of tenders, the BSSS may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 4.2. Such an amendment will be notified on e-Procurement Portal <https://eproc2.bihar.gov.in/> or <https://biswass.bihar.gov.in/> and the same shall be binding to all prospective Bidders.
- 4.3. Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above eProcurement Portal <https://eproc2.bihar.gov.in/> or <https://biswass.bihar.gov.in/> and the BSSS will not issue separate communication to them.
- 4.4. The BSSS shall not be responsible in any manner if prospective Bidders miss any notifications placed on mentioned eProcurement Portal <https://eproc2.bihar.gov.in/> or <https://biswass.bihar.gov.in/>.

5. Pre-Bid Meeting

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

Date & Time	21/04/2025 from 11.00-12:00 Noon
Venue	Conference Hall, Bihar Swasthya Suraksha Samiti, Secreatariat Extension Building, Block-3, 2 nd Floor, Old Secreatariat, Patna-800015
Contact persons	Shri Mrinal Sisodia, Director Administration, BSSS, Mobile No.-9264471405 & Shri Randhir Kishore, Procurement Manager, BSSS, Mobile no.- 9264471413

- 5.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be submit their written request within 1 (one) day before of date of pre-bid meeting. The Bihar Swasthya Suraksha Samiti (BSSS) shall upload written response on the eProcurement Portal <https://eproc2.bihar.gov.in/> or <https://biswass.bihar.gov.in/> to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 4, Section-I shall be issued, which shall be binding on all prospective bidders.



6. Clarifications to Tender Documents

- 6.1. A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to BSSS Office by email ID: abnhpmbihar@yahoo.com within 1 (one) day before of date of pre-bid meeting.
- 6.2. All the prospective bidders will be notified of response to clarifications only through eProcurement Portal <https://eproc2.bihar.gov.in/>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and BSSS will not issue separate communication to them.
- 6.3. The BSSS shall not be responsible in any manner if a prospective bidder fails to notice any notifications with regards to the present NIT placed on the eProcurement Portal <https://eproc2.bihar.gov.in/> for any purposes.

7. Earnest Money Deposit (EMD)

- 7.1. The tenderer shall deposit Earnest Money Deposit (EMD) amount of Rs. Rs. 7,00,000 (Seven lakh only) online through e-Procurement Portal <https://eproc2.bihar.gov.in/>. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- 7.2. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 7.3. Earnest money is required to protect the BSSS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 7.4. The EMD/ Bid Security shall be forfeited by the BSSS hereunder or otherwise, under the following conditions:
 - a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - b) If a Bidder withdraws its Bid during the period of bid validity as specified in this NIT and as extended by the BSSS from time to time;
 - c) In the case of Selected Bidder, if it fails within the specified time limit:
 - i. to sign the contract and/or
 - ii. to furnish the Performance Security (PS) before signing the contract agreement within the period prescribed in the Letter of Intent (LoI)

8. Preparation of Tender

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

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

- 8.2 Bidders are requested not to submit the hard copy of Financial Bid. In case the hard copy of financial bid is submitted the tender shall be straight away rejected. Also, uploading of the financial bid in prequalification bid or technical bid will result in rejection of the tender.
- 8.3 The tender shall be duly signed, by the authorised person duly approved by the appropriate authority in terms of 'Power of Attorney', at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender. The entire document being part of tender document should be page

- numbered. The Authorization Letter shall also be furnished along with the tender, as per the **Appendix A**.
- 8.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the BSSS may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 8.5 Prices are to be quoted in the financial Bid format in online mode only. Refer "**Appendix C**" for information regarding Financial Bid. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats. The bidder(s) shall not rename the financial bid files downloaded.
- 8.6 Following required documents must be submitted through online mode on eProcurement Portal <https://eproc2.bihar.gov.in/> to assess eligibility status (as per the criteria defined in Section- IV):
- Technical Bid Submission Application, as per "**Appendix B**"
 - Self-attested copy of establishment of the entity under Companies Act 1956/ 2013
 - Bidder's Experience Information Form as per **Eligibility Criteria (Section IV)**, along with self-attested copies of Experience Certificate/ Work Order with last invoice issued by the clients, evidencing that the bidders/ agency's has experience in three financial year during the last five Financial Years.
 - An undertaking in letterhead of bidder/agency declaring that the Agency will establish an office in Patna within 30 days of signing the contract as per **Eligibility Criteria (Section IV)**.
 - Self-attested copy of audited financial statements i.e. audited Profit & Loss Account and audited balance sheet, as mentioned in the eligibility criteria along with all Appendices for the financial years – FY 2021-22, FY 2022-23 and FY 2023-24.
 - Self-attested copy of the Income Tax Returns (ITR) for three assessment years – AY 2022-23, AY 2023-24 and AY 2024-25
 - Authorization Letter for signing of proposal in favour of signatory to tender documents as per "**Appendix – A**"
 - Self-attested copy of PAN card, and the GST registration certificate issued by the appropriate authority, valid as on date of submission of tender documents must be submitted
 - A duly notarized declaration from the bidder in the format given in the '**Appendix-E**' to the effect that the firm has neither been declared as defaulter or black-listed or declared ineligible by any competent authority of Government of India OR Government of any State or Public Undertaking or local/self governing body as on the date of submission of the bid documents.

9. Bid Evaluation Procedure

To establish the bidder's competency and capabilities, the evaluation of the bids will be done in three stages as mentioned below:

Stage-1:

- Evaluation of Pre-Qualification Proposal to establish the Eligibility Claim.

Stage-2:

- Evaluation of Technical Proposal

Stage-3:

- Evaluation of Financial Proposal

On each of these parameters, the bidders would be required to meet the qualification/ evaluation criteria as detailed in preceding sections.

- All those bids meeting the Pre-Qualification Criteria would progress to the next level of evaluation i.e., Technical Bid Evaluation.
- Post technical evaluations, only the technically qualified bids would progress to next level of evaluation i.e., Financial Bid Evaluation.

9.1 Stage-1 of Evaluation of Pre-Qualification Proposal

At this stage, only Pre-Qualification criteria evaluation would be considered. Financial bids/proposals would not be opened at this stage.

- **Evaluation of Pre-qualification Proposal:**

An "Evaluation Committee" would perform an initial review of the pre-qualification proposals and the proposals shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim.

The pre-qualification criteria are listed out in **Section IV**

9.2 Stage-2 of Evaluation of Technical Proposal

- **Evaluation of Technical Proposal:**

Technical Evaluation of only eligible bidders would be carried out in the following manner:

- a) The bidder's proposal in the bid document will be evaluated as per the requirements specified in this NIT and bidder is required to provide details under Section V: Technical Evaluation Criteria"
- b) After technical evaluation of each bid in line with the above mentioned conditions, "Technical marks" out of a maximum of 100 marks will be assigned to each bidder.
- c) The bidder who score **70 or more marks** in technical bid evaluation, will qualify for the state-3 evaluation i.e. financial bid.
- d) The detailed calculation and selection process is explained in "Section II, 8. Selection Process" of this NIT.

10. Tender Submission

- 9.1. The Bihar Swasthya Suraksha Samiti (BSSS) will open the tenders at the date and time as indicated in Clause 4 of the Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Bihar Swasthya Suraksha Samiti (BSSS), the tenders will be opened in online mode, on the next working day.
- 9.2. Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID) in Mandatory Documents Link present in the eProcurement Portal <https://eproc2.bihar.gov.in/> failing which the bid will not be considered for technical evaluation.
- 9.3. The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on e-Procurement Portal <https://eproc2.bihar.gov.in/>
- 9.4. The financial bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation .
 - No bidder can place more than one bid in any form for this NIT.

- The Bidder cannot bid for a part of the tender document but has to give a single bid taking into consideration all the responsibilities (mentioned in this document) as single unit, subject to all the conditions as laid down in this tender document. Refer "**Appendix C**" for information regarding Financial Bid.
- 9.5. The date fixed for opening of financial bids, if subsequently declared as holiday by the BSSS, the revised date of schedule will be notified on the e-Procurement Portal <https://eproc2.bihar.gov.in/> or <https://biswass.bihar.gov.in/>.

EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the selection committee appointed by the authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible as per criteria laid down in the Section IV of this tender document. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored/rejected. The decision of the BSSS as to whether the bidder is eligible or not and whether the bid is responsive or not shall be final and binding on the bidders. Financial bids of only those bidders, who qualify on technical bid, will be considered and opened. The selection shall be through QCBS method.

2. Infirmary/Non-Conformity

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

3. Discrepancies in Prices

- 3.1. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

4. Bidder's capability to perform the contract

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

5. Contacting the Bihar Swasthya Suraksha Samiti (BSSS)

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

6. Bid Clarification

- 6.1. To facilitate evaluation of Proposals, the BSSS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal; however, BSSS reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal. Further, no post-bid clarification at the initiative of the bidder shall be entertained.
- 6.2. At any point in time during the bidding process, if required by the BSSS, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the

satisfaction of the BSSS. If no response is received by this date, the BSSS shall evaluate the offer as per available information. The technical evaluation committee in the BSSS can verify the facts and figures quoted in the proposal. The BSSS reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

- 6.3. The BSSS may ask the bidder to submit supporting documents in response to bid clarifications. These shortfall information/ documents will be sought in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then, and these will be called only on basis of recommendations of Bid Evaluation Committee/ Technical Committee. Example: if the Permanent Account Number, GSTN number has been asked to be submitted and the bidder has not provided them, BSSS may ask the bidder to submit these documents within a defined timeline.

7. Fraud and Corrupt Practices

- 7.1 The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the BSSS may reject an Application without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.
- 7.2 Without prejudice to the rights of the BSSS hereinabove, if an bidder is found by the BSSS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such bidder shall not be eligible to participate in any tender or NIT issued by the BSSS during a period of 5 (Five) years from the date such bidder is found by the BSSS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.3 For the purposes of this Clause, 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 actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the BSSS who is or has been associated in any manner, directly or indirectly, with the Selection Process.
 - (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
 - (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BSSS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
 - (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.

8. Selection Process

- 8.1 The BSSS reserves the right to reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- 8.2 The final selection of the agency/bidder shall be as per the Quality -cum- Cost Based selection (QCBS) method. The Technical Evaluation of bidders shall have weightage of the 70% and the financial evaluation shall have 30% weightage respectively. The contract shall be awarded to the bidder whose Combined Technical & Financial Score (CTFS) is the highest, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per **Section IV**.
- 8.3 The bidder must achieve at least 70 marks to qualify on technical parameters as mentioned in Section IV, otherwise their financial bid shall not be considered for Combined Technical and Financial Score (CTFS) evaluation.
- 8.4 Technical Score, Financial Score and Combined Score will be calculated as mentioned below:

- A. **Technical Score:** A Tender Evaluation Committee shall be formed by the BSSS to evaluate the submitted Bids. Technical proposals of only those bidders, who are found eligible as per the eligibility criteria defined in the tender document, shall be considered for Combined Technical & Financial Score (CTFS) evaluation. The criteria of computation of technical score of each agency/bidder is mentioned below as an example only.

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

T-Technical marks obtained by the bidder

T (High) Highest Technical marks amongst the bidders

Technical Score (TS) = $T/T \text{ (High)} \times 100$

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

Name of Bidder	Financial Bid	Financial Score (FS=LFB/F*100)
A	500	(300/500)*100= 60.00
B	400	(300/400)*100= 75.00
C	300	(300/300)*100= 100.00

LFB Lowest Financial Bid amongst the bidders

F Financial bid of the bidder.

Financial Score (FS) = $LFB/F \times 100$

- C. Combined Technical & Financial Score (CTFS) for final selection: Final selection of the agency shall be as per Quality and Cost Based Selection (QCBS) method. The contract shall be awarded to the bidder who will score highest Combined Technical & Financial Score (CTFS) with 70:30 weightage of technical and financial score.

Name of Bidder	Applying weightage for technical and Financial Score (TS X 0.70) + (FS X 0.30)	Combined Technical & Financial Score (CTFS)	Rank of Bidder
A	(100.00*0.70)+ (60*0.30)	88.00	2
B	(88.89*0.70) + (75*0.30)	84.72	3
C	(83.33* 0.70) + (100*0.30)	88.33	1

Hence, Bidder 'C', securing the highest Combined Technical & Financial Score (CTFS) score of 88.33 shall be considered as the selected bidder.

In case of more than one bidder with equal highest score up to 2 decimals, then the bidder with the highest Financial Score shall be declared as the selected bidder.

Also, if the financial score(s) of the bidder are the same, then the bidder with the highest average turnover (for the FY 2021-22, 2022-23, 2023-24) shall be declared selected.

In case, the selected bidder (CTFS1) denies or fails to honour the Contract/Letter of intent (LOI), the SHA shall be at the freedom to award the contract to the next highest Combined Technical & Financial Score CTFS2, and CTFS3,.... (in this order) to enter into an agreement with the BSSS, for providing services at a rate which is lower between quoted rate of selected bidders (CTFS1) and the quoted rate of bidder with the next highest Combined Technical & Financial Score CTFS2 or CTFS1 and CTFS3, (in this order).

- 8.5 The BSSS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding rates accepted, subject to the terms of contract agreement to be signed between the parties "floated from this NIT" having the terms and conditions etc., therein.
- 8.6 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.
- 8.7 The BSSS reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.
- 8.8 The successful bidder must furnish to the BSSS the required Performance Security (PS) before executing the contract/signing of the contract document/agreement positively, failing which the EMD will be forfeited, and the award will be cancelled with further appropriate actions to be taken against the bidder whatever it may be. Relevant details about the performance security have been provided under **Section VI, Clause 9.**
- 8.9 The contract agreement between Bihar Swasthya Suraksha Samiti (BSSS) and the selected service provider will be required to be signed within 21 days of the issue of the Letter of Intent (LoI). The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service agency.
- 8.10 The contract, when executed by the parties shall constitute the entire contract between the parties in connection with the services and shall be binding upon the parties. BSSS reserves the right to

modification/amendment the terms and conditions of Contract or any other modification/amendment of the contract.

SCOPE OF WORK

1. Background

Ayushman Bharat Pradhan Mantri Jan Arogya Yojana (AB-PMJAY) is a scheme launched by Government of India & Mukhya Mantri Jan Arogya Yojna (MM-JAY) is a scheme launched by Government of Bihar. Both the schemes are being implemented by Bihar Swasthya Suraksha Samiti (BSSS), providing health insurance cover of Rs. 5 lakhs per family per year for secondary and tertiary healthcare to the entitled approx. 2 crores families & ~9 crores individual beneficiaries. This is targeted to reduce the Out-of-Pocket Expenditure (OOPE) of these poor & vulnerable entitled families on hospital expenditures, which drives them to further poverty and debt. Further, this program is targeted to improve affordability, accessibility & quality of care through World's largest fully government-financed health insurance scheme. This scheme is operational in Bihar since September 2018 and has verified approx. ~3.72 crore individuals as of now.

2. Project Description

Beneficiary identification/verification: - Beneficiary Identification System (BIS) is a process of identification & verification from the beneficiary database to approve/ reject the applications for PMJAY e-card. Entitled beneficiaries of the schemes gets the PMJAY cards (Ayushman cards) post approval of their E-KYC request either by auto approval (mechanism set up by NHA) or approval by ISA (BIS first level approver) or approval by SHA (BIS Second level approver). The Beneficiary Identification System (BIS) plays a pivotal role in ensuring that only eligible beneficiaries are enrolled under the scheme.

Definition of Beneficiary fraud: - Beneficiary fraud refers to any such intentional misrepresentation made by an individual who is not the true intended beneficiary under the scheme in order to obtain benefits under the scheme through manipulation of facts or collusion with different stakeholders.

The key entities that could be perpetrating beneficiary fraud include, but are not limited to, the following:

- Impersonator.
- Eligible PM-JAY beneficiaries in collusion with other entities
- Common Service Centre Village Level Entrepreneur (CSC VLE)
- Pradhan Mantri Arogya Mitra (PMAM).
- Any other agency appointed by the BSSS or the NHA for e-card generation
- Implementation support Agency
- BSSS officials, state government officials at all levels.
- Collusion among the entities.

3. Scope of Work (SoW)

Objective of Beneficiary audit (BIS Investigation):-

The objective is that only entitled beneficiaries should get benefits under the scheme. The audit aims to comprehensively evaluate the effectiveness of the Beneficiary Identification System (BIS) under the schemes. It will focus on assessing the accuracy of the beneficiary identification and verification processes, ensuring alignment with the guidelines set forth by the National Health Authority (NHA) and SHA Bihar.

The probable frauds at the level of verification of beneficiary can include: -

- Issuance of e-card to a non-eligible person



Suspected fraudulent activities may be detected through following tools/processes: BIS triggered cases (Analytics/Triggers by NHA/SHA).

- a. Triggered in BIS SAFU login/Any other login: - NHA flags the cards as suspicious in BIS SAFU login.
- b. Beneficiary audit is to be done on random Sampling of the Ayushman cards getting created in the State/Historical card created.
- c. Reported through any other source.

METHODOLOGY AND/OR APPROACH

The audit will employ a multi-faceted approach, encompassing the following key components:

1. Desk Audit:-

Audit team will verify the beneficiary details such as Name, Fathers name, Year of Birth, Gender, Address available in ration card/PM letter and any other beneficiary details required by NHA/SHA from time to time, against the beneficiary details available in Aadhar card (or any other documents as directed by NHA/SHA for eKYC) through Desk Audit. Based on the verification of these both sets of details audit team need to provide their decision/feedback about genuinity of the cards created. If desk audit team findings are inconclusive, beneficiary field audit needs to be conducted as per the format approved by NHA/SHA. Any discrepancies found during the verification process will be categorized and analysed, helping to identify patterns of errors or non-compliance and contributing to a better understanding of the overall effectiveness of the BIS.

2. Field Audit:-

To ensure accurate verification of these errors and to ascertain genuinity of the cards field visits will be conducted where personnel will personally collect information/documents from beneficiaries' residence/hospitals in BIS Investigation Form or any other form approved by NHA/SHA and cross-check the data against the records. Any discrepancies identified during the verification process will be systematically categorized and analysed to uncover patterns of errors or non-compliance, which is essential for understanding the overall effectiveness of the Beneficiary Identification System (BIS). During field visit collection of all related documents, photographs, photocopies, patient statements, videos etc for audit purpose. All the above related documents, photographs, photocopies, patient statements, videos etc shall not be used for any other purposes. Agency may refer to NHA's investigation framework for better understanding on evidence collection. This hands-on approach allows for a more thorough examination of the beneficiaries' circumstances and documentation. Based on the findings of field audit, audit team will recommend with their clear recommendations about the cards/cases.

a) The agency shall do the following audit task for the BIS as per NHA & SHA guideline

1. **Triggered cards:** - 100% cases flagged to be audited through desk/field audit as per requirement. Agency will be provided BIS SHA SAFU login/any other login for due diligence of the cards triggered by NHA/SHA. Triggered cards can be desk audited through portal and in case if cards are genuine, it can be closed through desk audit only. If beneficiary field audit is required to ascertain the genuinity of the cards then these cases can be sent to FIOs for field audit through portal/manually. Field investigation officer (FIO) will conduct beneficiary field audit, post field audit conclusive reports can be submitted through portal/manually for conclusion and case closure at SHA SAFU level. Agency will have to create multiple BIS SHA SAFU login at state level and FIOs' login for all the districts of the Bihar.

2. **Random Sampling:** - Audit of 5% (or as per the NHA/SHA guideline) of the cards being created in a month/historical data. Historical data/ monthly card created will be shared with the agency by SHA. Data to be selected by the agency on randomization basis for the audit purposes.

3. **Reported through any other source:** - All such reported card to be audited as and when required and as per the direction received from NHA/SHA.

a) Agency will provide monthly reports on desk audit and field audit conducted like NAFU triggered suspicious cards, random sampling, beneficiary audit etc.

b) Agency involved in BIS audit must adopt standard practices, formats for data capture, audit related documents storage to help in meaningful reporting and analysis.

3.1. Office & Human Resource:

a) The selected agency will establish a office within 10 km radius from the BSSS office Patna, and all its executives, approved for BIS operation shall operate out of this office & all districts as per requirement of the beneficiary audit.

b) The SHA shall provide the selected BIS agency with access to the BIS Portal (URL, login credentials etc.) for auditing the approved Ayushman card details.

c) The Agency shall share the details of executives, planned to be involved in BIS audit at head office & district level to the SHA. The SHA shall create BIS portal User id for these executives (login credentials etc.).

d) The Agency shall notify termination/ resignation of any of the registered executives' so the concerned account may be disabled by SHA. Further, the agency shall ensure that only the approved executives operate the BIS portal, and only through their own login IDs. Any non-compliances and/or legal liabilities will be agencies responsibility, and SHA (BSSS) shall not be held responsible for any related discrepancies.

e) Agency shall ensure that the associates deputed for auditing work must have completed graduation and having a technical diploma/ certification from a government recognised institution/centre. (Agency shall submit the educational certifications for these executives).

f) The selected agency and their executives involved in this project shall sign non-disclosure agreement (NDA) with BSSS.

g) The officials of the selected agency will need to carry official Identity card while going for beneficiary field audit.

3.2. Audit Process:

a) Using the login details shared by BSSS, agency's resources shall login to the portal and access the flagged cases for disposal.

b) The BIS auditor will match the approved PM-JAY ID against all available details for the beneficiary.

c) The BIS auditor accordingly prepares the report as per NHA/SHA data format. If it is recommended for mismatched data or wrong approval, the auditor will specify the reason and send it for beneficiary field audit.

d) Agency will submit the desk Audit findings to the BSSS, and it must be conclusive, in some cases if agency is unable to ascertain their findings and unable to take conclusive decision then for those cases beneficiary field audit must be conducted and accordingly final conclusive report to be submitted to BSSS.

e) Cards audited and marked as genuine by the agency and in future if any card found to be fraud, then in that cases the agency will be penalized as per the provision of Anti-fraud guideline of NHA/SHA.

f) The interested bidders may attend the pre-bid meeting to understand the audit process in detail, and assess the time saved through the process.

g) Agency will ensure that BIS Portal audit process is undertaken by use of laptops/ desktops only, and use of mobile for this will not be acceptable.

h) For desk audit, the agency needs to have their own landline number.

- i) A minimum of 5 % desk audit to be conducted by the agency, out of which a minimum of 2 % beneficiary field audit should be conducted. In case of more than 2% inconclusive audit in desk audit the agency shall have to conduct field beneficiary audit for all such cases.
- j) The penalty will be levied as per the Key Performance Indicators (KPIs) of Appendix F.

PRE-QUALIFICATION CRITERIA

Bidders should submit the below listed this compliance checklist along with their Pre-Qualification Proposal:

Pre-Qualification Criteria			
Sl. No.	Basic Requirement	Specific Requirements	Documents required to be submitted
1.	Legal Entity	The Bidder should be an established entity under Companies Act, 1956/2013	Self-attested Valid Certificates of Incorporation/ Registration as applicable
2.	Total Turnover	The bidder must have minimum average annual turnover of Rs. 3 Cr during the financial years FY 2021-22, FY 2022-23 & FY 2023-24, as evidenced by the audited accounts of the bidder.	1. CA Certificate with CA's Registration Number/ Seal with valid UDIN No. 2. Audited balance sheet and Statement of Profit & loss account.
3.	Net Worth	The bidder should have positive net worth at the close of the preceding financial year. Note: Net worth of any parent, subsidiary, associated or other related entity will not be considered.	• Certificate issued by Statutory Auditor/CA for Turnover with Unique Document Identifier Number (UDIN).
4.	Existence in Patna	The bidder should have an established office in Patna, or else agree to establish an office in Patna, within 30 days of signing of the contract, if selected.	Rent/lease agreement in case of Office in Patna or An undertaking on the letterhead of bidder/agency declaring that the bidder agrees to establish an office in Patna within 30 days of signing of the contract, if selected.
5.	Power of Attorney	Bidder must submit the power of attorney of authorised signatory along with the bid	Power of Attorney with appropriate supporting document
6.	Blacklisting	The bidder must not be Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, as on the date of submission of the bid documents. The bidder shall declare all ongoing litigations, it is involved in with any	Affidavit sworn before Public Notary/ Executive Magistrate as per "Appendix G"

		Government Agency/ State/ central department/ PSU.	
7.	Compliance	The bidder must provide self-attested scanned copies for (i) PAN Card, (ii) GST Registration Certificate, and (iii) Income tax returns of three assessment years AY 2022-23 AY 2023-24 & AY 2024-25	Self-attested copies of 1) PAN Card 2) GST Registration Certificate Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2022-23 AY 2023-24 & AY 2024-25

TECHNICAL EVALUATION CRITERIA

1. This invitation is open to all organizations registered under Companies Act, 1956/2013, who fulfil the Pre-qualification criteria in the section IV. (*Consortium is not allowed*)
2. The technical evaluation criteria and Supporting Documents to be submitted by the bidders are as follows:-

S.No	Criterion for Bidders	Mandatory Documents	Maximum Marks
(i)	BIDDERS EXPERIENCE (PROJECTS) The bidder shall have satisfactorily conducted audit related work in the three financial year during the last five Financial Years. a. Upto 1,00,000 cases – 15 Marks b. 1,00,001 to 2,50,000 cases – 20 Marks c. More than 2,50,000 cases – 25 Marks	Self-attested copies of Experience Certificate/ Work Order with last invoice issued by the clients, evidencing that the bidders/ agency's has experience in three financial year during the last five Financial Years.evidencing the government experience of conducting audit for Government Departments/ Central PSUs/ State PSUs/ State Govt./ Central Govt.	25
(ii)	FINANCIAL CAPABILITY The bidder must have minimum average annual turnover of Rs. 3 Cr during the financial years FY 2021-22, FY 2022-23 & FY 2023-24, as evidenced by the audited accounts of the bidder. a. Upto Rs 3 Cr - 15 Marks b. 3 Cr to 5 Cr. – 20 Marks c. More than 5 Cr – 25 Marks	1.CA Certificate with CA'sRegistration Number/ Seal with valid UDIN No. 2.Audited balance sheet and Statement of Profit & loss account.	25
(v)	APPROACH & METHODOLOGY The Bidder should propose the Approach & Methodology for the audit process	To be signed and submitted in Technical Bid	10
(vi)	PRESENTATION & DEMONSTRATION The eligible bidders will be asked to give a presentation on the proposed solution. Date, time and venue of the presentation will be communicated to bidders after opening of Technical proposal.	Technical presentation cum demonstration to be given by the Bidders	40

3. Minimum Qualifying marks in techcial evaluation shall be 70. The Technical proposals of bidders who scores minimum 70 marks and basic requirements (i.e. timely submission, bid security etc.), will move to the next stage of evaluation i.e. Financial Bid evaluation.

TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1. The Service Provider shall not, without the BSSS's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the BSSS in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2. Further, the Service Provider shall not, without the BSSS's prior written consent, make use of any document or information mentioned in sub-clause 1.1 (Section V) above except for the sole purpose of performing this contract.
- 1.3. Except the contract issued to the Service Provider, each and every other document mentioned in sub-clause 1.1 (Section V) above shall remain the property of the BSSS and, if advised by the BSSS, all copies of all such documents shall be returned to the BSSS on completion of the Service Provider's performance and obligations under this contract.

2. Intellectual Property Rights

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

3. Insurance

- 3.1. The Service Provider shall be responsible for insuring any equipment, processes, manpower.
- 3.2. The BSSS shall not be responsible for damages of any kind or for any mishap/ injury/ accident caused to any personnel/property of the bidder while performing audit services for BSSS. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ agency.

4. Project Duration

- 4.1. The Project will be awarded for a period of **two (2) years** from the date of agreement and may be extended for one or more years based on the satisfactory performance of services being provided by the agency and any other conditions mutually agreed by the service provider and BSSS. Any extension shall not be the right of the agency.
- 4.2. The Service Provider will be obliged to manage and undertake the audit process in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract or under existing law when warrants the law.

5. Payments

- 5.1. The prices quoted in the financial bid shall include all applicable taxes and duties, excluding Goods & Services Tax (GST). If applicable, GST will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates. This shall be quoted in the format as per attached Appendix 'C'.
- 5.2. The payment will be subject to TDS as per Income Tax Rules/ GST (if applicable) and other statutory deductions as per applicable laws.

6. Signing of the contract

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

7. Sub Contracts

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

8. Modification to Contract

The contract, when executed by the parties shall constitute the entire contract between the parties in connection with the services and shall be binding upon the parties. BSSS reserves the right to modification/amendment the terms and conditions of Contract or any other modification/amendment of the contract.

9. Performance Security

- 9.1. The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of the Bihar Swasthya Suraksha Samiti (BSSS) for an amount equal to 5 % of the value of the contract. The Bank guarantee shall be as per proforma at "Appendix: D" and remain valid for a period, which is six months beyond the date of expiry of the contract. The performance security should be submitted before signing the agreement.
- 9.2. If the firm/ contractor violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the BSSS and the contract may also be cancelled.
- 9.3. The BSSS will release the Performance Security without any interest to the Agency/ contractor on successful completion of contractual obligations.

10. Income Tax Deduction at Source

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

11. Termination of Contract

- 11.1. Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) or Performance Security (as applicable).
- 11.2. The BSSS, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period

specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable action may also be taken against the service provider.

- 11.3. Unless otherwise instructed by the BSSS, the Service Provider shall continue to perform the contract to the extent not terminated.

12. Termination for Insolvency

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

13. Termination by Mutual Consent

In the event, the BSSS and the Service Provider mutually agrees to terminate the contract, either party shall give 30 days' written notice to the other party or after the consent of both party's agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

14. Force Majeure

- 15.1. Notwithstanding the provisions contained in Clauses 13 and 14 the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 15.2. For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include and will not be limited to wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 15.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the BSSS in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the BSSS in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 15.4. In case due to a Force Majeure event the BSSS is unable to fulfil its contractual commitment and responsibility, the BSSS will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

15. Notices

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

16. Resolution of disputes

- 17.1. Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- 17.2. If any further dispute arises between the parties thereupon, the same will be settled as per the existing law of land through the competent court of law under the territorial jurisdiction of Patna only.

17. Applicable Law

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

18. Third Party Assessment

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

19. Other Terms & Conditions

20.1. The service provider shall maintain confidentiality of all the data collected during the audit process, and shall make adequate arrangements for security on their own cost.


Administrative Officer (AO)
Bihar Swasthya Suraksha Samiti

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – Judicial stamp paper of Rs. 1,000/- attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we _____ (name and address of the registered office of the Single Entity) do hereby constitute, appoint and authorize Mr. / Ms. _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for "Providing Audit Services of Ayushman Services for the Bihar Swasthya Suraksha Samiti (BSSS)" (the "Project"), including signing and submission of all documents and providing information / responses to the Bihar Swasthya Suraksha Samiti (BSSS), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the day of 2025.

For

(Name, Designation and address)

Accepted

..... (Signature)

(Name , title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure , if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/ agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA)

FORWARDING LETTER FOR TECHNICAL BID

(To be submitted by all tenderers / bidders in their letter head)

Date:.....

To,

Chief Executive Officer (CEO),
Bihar Swasthya Suraksha Samiti

Sub: Tender for providing Audit Services of Ayushman Card for BSSS

Sir,

We are submitting, herewith our tender for providing Audit Services of Ayushman Card for the Bihar Swasthya Suraksha Samiti (BSSS) as per the terms defined in the tender document.

We agree to accept all the terms and condition stipulated in your tender document .

Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of the Bidder/agency.....

Seal of the Bidder/agency

INFORMATION REGARDING FINANCIAL BID

1. Financial bid shall be submitted in the format:-

Cost per Case for Desk Audited <i>(will be inclusive of the Human Resource, Office set-up, hardware/software, installation & integration, operation and maintenance. Further, the Agency shall depute a full-time manpower at BSSS office for smooth coordination between agency and BSSS office excluding Goods & Services Tax (GST).</i>	Rs. _____ <u><Mention financial quote in numbers></u>	Rs. _____ <u><Mention financial quote in words></u>
Cost per Case for Field Audited <i>(will be inclusive of the Human Resource, Office set-up, hardware/software, installation & integration, operation and maintenance. Further, the Agency shall depute a full-time manpower at BSSS office for smooth coordination between agency and BSSS office excluding Goods & Services Tax (GST).</i>	Rs. _____ <u><Mention financial quote in numbers></u>	Rs. _____ <u><Mention financial quote in words></u>
Combined Cost of assignment (Cost per case for Desk Audited and Cost per case for Field Audited)	Rs. _____ <u><Mention financial quote in numbers></u>	Rs. _____ <u><Mention financial quote in words></u>

Note:

1. The final selection of agency/bidder will be as per Quality -cum- Cost Based selection method (QCBS), and the contract will be awarded to the bidder whose CTFS score is highest
2. The prices shall be firm and inclusive of all taxes and duties, excluding Goods & Services Tax (GST). If applicable, GST will be paid by the Bihar Swasthya Suraksha Samiti (BSSS), as per the prevailing rates.
3. The bidder is expected to deliver the services for a minimum period of two (2) years from the date of signing of the agreement, at the contracted rate.
4. The Financial Bid has to be submitted online only, as per the terms and conditions mentioned in this tender document.
5. The Financial Bid shall include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To,
 Chief Executive Officer (CEO),
 Bihar Swasthya Suraksha Samiti,
 Pariwar Kalyan Bhawan,
 Sheikhpura, Patna-14

Dear Sir,

WHEREAS.....(Name and address of the Service Provider) (Hereinafter called "the Service provider" has undertaken, in pursuance of Lol vide Memo No..... dated (Herein after "the contract") for providing 'Audit Services for Aayushman Card for the Bihar Swasthya Suraksha Samiti (BSSS)'.

AND WHEREAS it has been stipulated in the said contract that the service provider shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the project/ performance of the "Audit Services for Aayushman Card for the Bihar Swasthya Suraksha Samiti (BSSS)".

, as per the contract. WHEREAS we (" the bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Bihar Swasthya Suraksha Samiti (BSSS) the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.(as applicable), to the Bihar Swasthya Suraksha Samiti (BSSS), under the terms of the contract, on account of full or partial non-performance /non-implementation and/or delayed or defective performance/ implementation. Provided, however, that the maximum liability of the Bank towards BSSS, under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from BSSS, stating full or partial non-implementation and/or delayed and/or defective implementation, which shall not be called in question , in that behalf and without delay/demur or set off, pay to BSSS any and all sums demanded by BSSS under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from BSSS to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....(Mention the official address of the bidder).
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 30 months from the date of execution of the contract.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
 - a. Any change or amendment to the terms and conditions of the contract or the execution of any further contracts/Agreements
 - b. Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between the bidder and the bank.
5. The Bank also agrees that the BSSS at its option, shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and not withstanding any security or other guarantee that BSSS may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the BSSS or any other indulgence shown by BSSS or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

7. This guarantee shall be governed by the laws of India and only the courts of Patna, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Date this the Day of 2025.

Witness 1:

Name :

(Signature)

Witness 2:

Name :

(Signature)

DECLARATION BY BIDDER

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

Affidavit

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

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

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

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

Dated this..... Day of, 2025

Name of the Bidder/ Agency.....

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:



Appendix F: Key Performance Indicators (KPIs) & Penalties.

Sr.No	Clause	Parameter	TAT	Penalty	Reporting Source
1.	Audit of Backlog Cards:-	Audit of 5% of backlog cards (approx 3.7 crores created) on random sampling basis - approx 18.50 lakhs cards to be audited.	Final conclusive report submission after desk audit and field audit (as required)- within 180 days.	Rs. 2 per card, per day delay thereof.	Data shared date by NHA/SHA
2	Card created in a month by random Sampling:	Audit of 5% of cards created in particular month.	Final conclusive report submission after desk audit and field audit (as required)- within 45 days.	Rs. 2 per card, per day delay	Audit/BIS Portal/ Data shared date by NHA/SHA
3	Triggered cards:- from NHA/SHA:-	100% cases to be audited.	Final conclusive report submission after desk audit and field audit (as required)- within 45 days.	Rs. 2 per card, per day delay	Audit/BIS Portal/ Data shared date by NHA/SHA
4.	Wrong Audit	Wrong audit finding submitted against the card.	0% deviation.	300% times of the utilization on every card wrong audited. In case of treatment not availed: Rs. 1,00/- per card only)	Reported from any source.

Note:

- The maximum penalty deductible from the invoice shall not exceed over 25% of the total invoice amount. However this will be applicable only for Sr. 1, 2 & 3 of above KPIs (Appendix F).
- Reporting Source'** mentioned above shall be the primary source for calculating any/ all penalties; however, this shall not be limiting, and BSSS may choose to impose penalties based on any other source of evidence also, if so identified.
- The selected BIS Approver Agency shall submit the quarterly invoice taking into consideration any applicable penalties. However, BSSS shall triangulate these penalties with the data available on BIS portal, and share any modifications with the BIS Agency, for submission of updated invoice.
- Moratorium period:** 30 days – The agency will be provided 30 days' time for streamlining the services, and aforementioned penalties will be applicable only post completion of 30 days from date of commencement of services.

(Note: moratorium is applicable only for streamlining of services, and shall not be applicable on any penalties levied due to delay in commencement of services).