

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	03-12-2025 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	03-12-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Uttar Pradesh
विभाग का नाम / Department Name	Medical Health And Family Welfare Department Uttar Pradesh
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Chief Medical Officer Office Muzaffarnagar
वस्तु श्रेणी / Item Category	Custom Bid for Services - Concurrent Audit For Financial Year 2023-24 & 2024-25
समान श्रेणी / Similar Category	Financial Audit Services
अनुबंध अवधि / Contract Period	1 Year(s) 6 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	216000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

No

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1763468266.pdf](#)

Payment Terms:[1763468279.pdf](#)

GEM Availability Report (GAR):[1763468293.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1763468324.pdf](#)

Custom Bid For Services - Concurrent Audit For Financial Year 2023-24 & 2024-25 (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Concurrent Audit For Financial Year 2023-24 & 2024-25
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

No

अतिरिक्त विशिष्ट दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Devendra Kumar Sharma	251001,cmo office , roorkee road	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

4. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

5. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition

specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Government of Uttar Pradesh



GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, Muzaffarnagar, Uttar Pradesh.

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DISCLAIMER

1. The information contained in this Bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the District Health Society, Muzaffarnagar, Uttar Pradesh (hereinafter referred to as **DHS** or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this BID DOCUMENT and such other terms and conditions subject to which such information is provided.
2. This BID DOCUMENT is not an agreement and is neither an offer nor invitation by DHS to the prospective Bidders or any other person. The purpose of this BID DOCUMENT is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this BID DOCUMENT.
3. DHS does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this BID document and it is not possible for NHM- UP to consider particular needs of each party who reads or uses this BID document. The BID DOCUMENT includes statements which reflect various assumptions and assessments arrived at by DHS 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 BID document and obtain independent advice from appropriate sources.
4. DHS 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 BID DOCUMENT or otherwise, any matter deemed to form part of this BID document, the award of the Project, the information and any other information supplied by or on behalf of DHS or their employees, any agency or otherwise arising in any way from the selection process for the Project. DHS 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 BID DOCUMENT.
5. DHS shall not be responsible for any delay in receiving the proposals. The issue of this BID DOCUMENT does not imply that DHS is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and that DHS reserves the right to accept/reject any of the Bids or Proposals submitted in response to this BID document at any stage without assigning any reasons whatsoever. DHS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted proposal.
6. Information provided in this BID 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. DHS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
7. DHS reserves the right to change/ modify/ amend any or all provisions of this BID Document. Such revisions to the BID DOCUMENT / amended BID DOCUMENT will be made available on the GeM portal.

Issuing Authority

CMO, MUZAFFARNAGAR,
DHS- MUZAFFARNAGAR.

ABBREVIATIONS AND DEFINITIONS

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

S. No.	Abbreviations	Meanings & Definitions
1.	AMG	Annual Maintenance Grant
2.	APL	Above Poverty Line;
3.	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;
4.	ASHA	Accredited Social Health Activist;
5.	Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder;
6.	ATR	Action Taken Report;
7.	AWP	Annual Work Plan;
8.	BAM	Block Accounts Manager;
9.	BCHC	Block Community Health Centre;
10.	BOQ	Bill of Quantity
11.	BPHC	Block Primary Healthcare Centre
12.	BPL	Below Poverty Line:
13.	BPM	Block Programme Manager;
14.	BPMU	Block Programme Management Units;
15.	BRS	Bank Reconciliation Statement;
16.	C&AG	Comptroller & Auditor General of India;
17.	CA	Chartered Accountant;
18.	CHCs	Community Health Centre's;
19.	CHO	Community Health Officer;
20.	CMA	Cost Management Accountant;
21.	CMO	Chief Medical Officer;
22.	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;
23.	Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.1.2 of this BID DOCUMENT;
24.	Contract Period	Shall have the meaning as ascribed to it in Clause 1.1 of this BID DOCUMENT;
25.	Contract/ Procurement Contract	The contract to be entered between DHS and the Selected Bidder for undertaking the Project;
26.	Control	means, with respect to a person which is a company or

S. No.	Abbreviations	Meanings & Definitions
		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;
27.	CVC	Central Vigilance Commission;
28.	DA	Data Assistant;
29.	DAC	District Audit Committee;
30.	DAM	District Accounts Manager;
31.	Day	A calendar day as per GoUP;
32.	DH	District Hospitals;
33.	DHAP	District Health Action Plan;
34.	DHS	District Health Society;
35.	DPM	District Programme Manager;
36.	DPMU	District Programme Management Unit;
37.	E.D.L.	Essential Drug List;
38.	FAMS	Finance and Account Managements System;
39.	Financial Proposal	Shall have the meaning as ascribed to it in Clause 2.2.1 of this BID DOCUMENT;
40.	FY	Shall mean a Financial Year period starting from 01 st April and ending on 31 st March of each respective financial year;
41.	FM	Financial Management;
42.	FMG	Financial Management Group;
43.	FMR	Financial Management Report;
44.	GFR	General Financial Rules;
45.	Gol	Government of India;
46.	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 BID DOCUMENT/ 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 BID DOCUMENT;
47.	GoUP/ State Government	Government of Uttar Pradesh;
48.	HA	Holding Account;
49.	HSS	Health System Strengthening;
50.	HWC	Health Wellness Centre;
51.	ICAI	The Institute of Chartered Accountants of India;
52.	ICMAI	The Institute of Cost Accountants of India;
53.	IDHAP	Integrated District Health Action Plan;
54.	IDSP	Integrated Disease Surveillance Programme;
55.	IEC	Information, education, and communication;
56.	IMR	Infant Mortality Rate;
57.	INR	Indian Rupees;
58.	IT	Information Technology;
59.	JSY	Janani Suraksha Yojna;
60.	L-1 Bidder	Shall have the meaning as ascribed to it in Clause 3.3.4 of this BID DOCUMENT;
61.	MAS	Mahila Arogya Samiti;
62.	MIS	Management Information System;
63.	MMR	Maternal Mortality Rate;

S. No.	Abbreviations	Meanings & Definitions
64.	MO	Medical Officer;
65.	MoHFW	Ministry of Health and Family Welfare;
66.	MOU	Memorandum of Understanding;
67.	NDCP	National Disease Control Programme;
68.	NHM	National Health Mission;
69.	NHM-UP	National Health Mission-Uttar Pradesh;
70.	NIDDCP	National Iodine Deficiency Disorders Control Programme;
71.	NLEP	National Leprosy Control Programme;
72.	NMHP	National Mental Health Programme;
73.	Nodal Authority	An DHS 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 BID Document, the CMO shall be the Nodal Authority;
74.	NOHP	National Oral Health Programme;
75.	Notification	A notification published in the Official Gazette;
76.	NPCB	National Programme for Control of Blindness;
77.	NPCDCS	National Programme for Prevention and Control of Cancer, Diabetes, Cardiovascular Diseases and Stroke;
78.	NPF	National Programme for Fluorosis;
79.	NPHCE	National Programme for Health Care of the Elderly;
80.	NPPC	National Programme for Palliative Care;
81.	NPPCD	National Programme for Prevention and Control of Deafness;
82.	NRHM	National Rural Health Mission;
83.	NTCP	National Tobacco Control Programme;
84.	NTEP	National Tuberculosis Elimination Programme;
85.	NUHM	National Urban Health Mission;
86.	NVBDCP	National Vector Borne Disease Control Programme;
87.	NVHCP	National Viral Hepatitis Control Programme;
88.	PHCs	Primary Health Centers;
89.	PIP	Programme Implementation plan;
90.	PPI	Pulse Polio Immunization;
91.	Project	Shall have the meaning as ascribed to it in Clause 1.1 of this BID DOCUMENT;
92.	Project Site	Wherever applicable, means the designated place or places;
93.	PS, MH&FW	Principal Secretary, Medical Health & Family Welfare;
94.	PWD	Public Works Department;
95.	Qualification Criteria	Shall have the meaning as ascribed to it in Clause 3.1 of this BID DOCUMENT;
96.	RBI	Reserve Bank of India;
97.	RCH	Reproductive and Child Health
98.	RI	Routine Immunization;
99.	RKS	Rogi Kalyan Samitis;
100.	RoP	Record of Proceedings;
101.	SAC	State Audit Committee;
102.	SAM	State Accounts Manager;
103.	SCs	Sub- Centres;
104.	Selected Agency/Agency	The Selected Bidder, which shall sign the Contract with DHS for providing the services envisaged under this BID DOCUMENT;
105.	Selected Bidder	Shall have the meaning as ascribed to it in Clause 1.1 of this BID DOCUMENT;
106.	Selection Process or Tender Process	The process of procurement extending from the publication of the GeM bid on the GeM portal to the signing of the

S. No.	Abbreviations	Meanings & Definitions
		Contract or cancellation of the Selection/Tender Process, as the case may be;
107.	Technical Committee	Shall have the meaning as ascribed to it in Clause 3.3.1 of this BID DOCUMENT;
108.	SFM	State Finance Manager;
109.	SFP	Statement of Fund Position;
110.	SHS	State Health Society;
111.	SIHFW	State Institute of Health and Family Welfare (Training Institutions);
112.	SoE	Statement of Expenditure;
113.	SOW	Scope of Work
114.	SPIP	State Project Implementation Plan;
115.	SPMU	State Programme Management Unit;
116.	Sr. F&O	Senior Finance and Account Officer;
117.	State	State of Uttar Pradesh;
118.	TDS	Tax Deducted at Source;
119.	UC	Utilization Certificate;
120.	UNICEF	United Nations International Children Education Fund;
121.	VHSNC	Village Health Sanitation & Nutrition Committees;

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

SECTION 1. LETTER OF INVITATION

1.1 Introduction

DHS Muzaffarnagar is inviting Proposals from the prospective Bidders for Concurrent Audit for FY 2023-24 & 2024-25 of DHS for the various programs implemented under National Health Mission for DHS ("**Project**"). The selection of the agency shall be on the basis of an evaluation by DHS in accordance with the method of selection specified in the BID DOCUMENT (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 DHS '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 covering the Concurrent Audit from 01st April 2023 till 31st March 2025 for a period of 06 (six) months ("**Contract Period**"). If the performance of the Selected Bidder is found to be unsatisfactory, then DHS shall be entitled to terminate the contract with the Selected Bidder in accordance with the prevailing GeM rules read with any contract signed between the Parties.

Also, in the event that mandatory approvals related to the budget or the program are not received from the Government of India, the contract shall be terminated, without any liability upon DHS , NHM-UP or the Department of Medical Health and Family Welfare, Government of Uttar Pradesh.

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 Management Reports (FMRs), reliability of information, effective monitoring of programme activities and advances, etc. This 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 qualification criteria, technical evaluation and any other supporting document as requested in the BID DOCUMENT 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 6: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
9.	ANNEXURE 7: DECLARATION FOR EXISTENCE OF THE FIRM
10.	ANNEXURE 8: FORMAT FOR ANTI-COLLUSION CERTIFICATE
11.	ANNEXURE 9: FORMAT FOR LETTER OF EXCLUSIVITY
12.	ANNEXURE 10: DECLARATION FOR SUBMISSION OF AUDIT REPORT OF PREVIOUS YEARS OR NON-PREVIOUS AUDITOR IN ANY DHS/ SHS
13.	ANNEXURE 10A: DECLARATION FOR CONDUCTING CONCURRENT AUDIT FOR NOT MORE THAN 4 DISTRICTS UNDER NHM, UP
14.	ANNEXURE 11: FINANCIAL PROPOSAL COVER LETTER

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 BID DOCUMENT.
2. DHS , 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/blur/ wrong documents.
3. The aforesaid list is inclusive and not exhaustive. The Bidder shall submit other relevant documents required in the BID DOCUMENT or requested by DHS from time to time.
4. Amendments/ Corrigendum to the BID Document, if any, would be published on GeM portal only, and not in newspaper.
5. DHS reserves all the rights to cancel the Selection Process and reject any or all the Proposals at any point of time.
6. No contractual obligation whatsoever shall arise from the BID Document unless and until a formal contract is signed and executed between DHS and the Selected Bidder
7. DHS disclaims any factual or other errors in the BID 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 BID Document.

SECTION 2. INSTRUCTION TO THE BIDDERS

2.1 General Terms of Bidding

2.1.1 Consortium/ Joint Venture: Proposal shall be submitted only by a single/ sole Bidder; Consortia and Joint Ventures are not allowed under this BID DOCUMENT. Sub-contracting of the Scope of Work or any part thereof shall not be allowed under this BID DOCUMENT/ Contract. Any bidder found to have sublet the allotted assignments shall be debarred from the bidding process of DHS / Any other DHS/ NHM-UP/ SHS for 02 (two) years.

2.1.2 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, DHS shall be entitled to debar/blacklist the Bidder for 02 (two) years for, *inter alia*, the time, cost and effort of DHS , including consideration of such Bidder’s Proposal without prejudice to any other right or remedy that may be available to DHS 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 BID DOCUMENT 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 DHS in the preparation of any Bidding Documents, design, or technical specifications of the Project.

2.1.3 Right to reject any or all Proposals:

- (a) Notwithstanding anything contained in this BID DOCUMENT, DHS 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, DHS 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 DHS , the supplemental information sought by DHS 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., DHS 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 DHS 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 BID DOCUMENT; or
 - (ii) take any other measure as may be deemed fit in the sole discretion of DHS , including annulment of the Selection Process.
- (e) DHS 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 BID DOCUMENT/ 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 with DHS or after its execution and during the period of subsistence thereof, that 01(one) or more of the 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 GeM Contract or entering into of the Contract with DHS , and if the Selected Bidder has already been issued the GeM Contract or has entered into the Contract with DHS , as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this BID DOCUMENT, be liable to be terminated, by a communication in writing by DHS to the Bidder, without DHS 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 BID DOCUMENT, the Bidding Documents, the Contract or under Applicable Laws.
- (g) DHS reserves the right to verify all statements, information and documents submitted by the Bidder in response to the BID DOCUMENT or the Bidding Documents and the Bidder shall, when so required by DHS make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by DHS shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DHS thereunder.

- 2.1.4 The Bidder should not quote the Total Professional fee more than the 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.
- 2.1.5 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, DHS / other DHS/SHS can debar any such Agency for a period of 02 (two) years from participating in any tender process of DHS /other DHS/ SHS.. 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 DHS /other DHS/ NHM-UP/ SHS for a period of 02 (two) years.
- 2.1.6 DHS shall adopt the Least Cost (L-1) methodology for selection of the Bidder; post qualification of the Bidders based on the Qualification Criteria, Technical Evaluation and Financial Proposal submitted.

2.2 Financial Proposal

- 2.2.1 While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this BID Document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this BID DOCUMENT.
- 2.2.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
- (a) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by DHS
 - (b) 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 Fees 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.
 - (c) The Bidder(s) should quote Fees for Professional Audit Services without any escalation clause. Rates quoted should be given both in words and in figures.
 - (d) The bidder shall quote the Fees as the **Total** professional fee to be charged for audit of both years, including GST. The maximum budgeted fee (including GST) per audit year has been shared with DHS.
 - (e) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal.

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 Qualification Criteria

The minimum pre-qualification criteria ("**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: 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 as on the date of publication of BID DOCUMENT	▪ 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-7) 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 as on the date of publication of BID DOCUMENT
3.	Empanelment	The Bidder must be empaneled with the Comptroller & Auditor General of India for the current Financial year 2025-26 . However, the Bidder's name must appear in the list of empaneled bidders for the latest available financial year. Note: The CAG empanelment list for FY 2025-26	Copy of the valid empanelment letter with C&AG

S. No	Basic Requirement	Specific Requirements	Documents Required
		(as on date of technical bid opening of this tender) available on the CAG portal shall be considered for confirming empanelment in FY 2025-26. Copy of 'receipt of application submitted' or 'copy of acknowledgment of application submitted' or any other document <u>shall not be accepted</u> in lieu of empanelment certificate for any Financial Year. (In case of Cost Accountant Firms this clause is not applicable)	
4.	Head Office /Branch office	The Bidder should necessarily have a registered Head office/ branch office in the division/district for which they have applied.	Self-declaration on the Bidder's letterhead confirming the Head office or branch office in division/district as on the date of publication of Bid/ ATC document along with, Copy of ICAI Certificate –supported with, - Valid Rent Agreement, or; - copy of Registry showcasing address of the office in the division/district applied for
5.	Concurrent / Internal/ Statutory Audit Experience	The Bidder(s) must have an experience of conducting Concurrent Audits/ Internal Audit/ Statutory Audit of State Govt., PSUs, or Semi Govt. ventures (including SHS/ DHS concurrent audits) in the last 03 (three) completed Financial Years (i.e., 2022-23, 2023-24 and 2024-25) for at least following numbers of successfully completed projects as on bid submission end date, of the value specified below: • Any One project of value $\geq$ INR 172800 OR • Any Two projects of value $\geq$ INR 108000 each OR • Any Three projects of value $\geq$ INR 86400 each Note: The experience of Bank/ Insurance Branch Audit, Tax audit, TDS Audit, Cost, Stock Audit etc. shall not be evaluated for this purpose. The list is only illustrative and not exhaustive. The concurrent/ internal Audit/ Statutory Audit experience of the firm in FY 2022-23, 2023-24 and 2024-25 shall refer to the	Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, professional fees, date of commencement, details of concurrent / internal audits/ statutory audit done and all other essential details of the contract The UDIN number of last submitted report of the respective assignment for the works allocated within the period 01st April 2022 – 31st March 2025 should be submitted. Such certificate should have been issued between the period from 01st April 2022 to till date of publication of the Bid Undertakings/ Declarations in lieu of/ or in support of above requirement if submitted on Bidder's letter head shall not be accepted

S. No	Basic Requirement	Specific Requirements	Documents Required
		Work Orders, Letter of Awards etc. issued in name of the Bidder during the period 01 st April 2022 – 31 st March 2025 and work completed up to the date of publication of Bid document.	
6.	Manpower	A. The Bidder(s) should have a minimum of 01 (One) Full Time Fellow Chartered Accountant/ Cost Accountants Proprietor/Partners in the firm and should be with the firm for not less than 03 (three) years as FCA (as per ICAI/ ICMAI certificate at the time of Proposal submission) A. The 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	Firm constitution certificate (downloaded from ICAI Website) as on the date of publication of Bid (For point A) Annexure 1-B, C and D containing the name of full-time fellow Chartered Accountant/ Cost Accountants Partners and semi-qualified CA / CMA staff (Inter), year of association with firm etc. details as per format duly signed by the Director/Partner/CEO or Authorized Signatory of the Bidder
7.	Average Annual Turnover	The Bidder(s) should have an average annual financial turnover of INR 64800 {Sixty Four Thousand Eight Hundred Only} in the last 03 (three) Financial Years (i.e., 2022-23, 2023-24 and 2024-25)	Certificate issued by a Chartered Accountants (Other than bidder) (as per Annexure-2) along with Audited Financial Statements duly mentioning the UDIN must be submitted confirming the average annual turnover of the Bidder during the stated Financial Years
8.	Net Worth	The Bidder(s) should have a positive net worth in each of the last 03 (three) Financial Years i.e., 2022-23, 2023-24 and 2024-25	Certificate issued by a Chartered Accountants (Other than bidder) (as per Annexure-2) along with Audited Financial Statements duly mentioning the UDIN must be submitted by the Bidder for the stated Financial Years
9.	Blacklisting	For participating in the bid on GeM, Seller undertakes that presently it is not “Debarred from Bidding” on the grounds mentioned in Rule 151 of GFR 2017	Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5

Note:

(a) The following bidders shall not be eligible for conducting the District Health Society Audit for FY 2023-24 & 2024-25 –

- (i) The Bidder(s) who have undertaken statutory audit of State Health Society, NHM-UP for FY 2023-24 & selected for FY 2024-25
- (ii) The bidders who are selected against the Request for Proposal for Selection of Concurrent Auditor(s) of State Health Society (SHS) for the FY 2023-24 & 2024-25.

- (iii) The Bidder(s) who have undertaken concurrent audit of a particular District Health Society for two consecutive years (i.e., 2021-22 & 2022-23) shall not be eligible to apply for the concurrent audit of that particular DHS for next two years (2023-24 & 2024-25).
 - (iv) The bidders who are selected against the GeM bid for Selection of Concurrent Auditor(s) of particular District Health Society (DHS) for the FY 2025-26 & 2026-27.
 - (v) **Pending Petitions:** The Bidder(s) shall inform DHS 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 BID DOCUMENT.
- (b) A bidder can apply for concurrent audit of maximum of 04 (four) districts of under National Health Mission, Uttar Pradesh only and would be awarded only four districts. If any bidder is found to participate in more than 04 (Four) Districts, the Authority reserves the right to reject such bid at any point of during and after the selection process.**
- (c) Chartered Accountant firms and Cost accountant firms who were previously appointed as concurrent auditor for NHM-UP/DHS/SHS 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-10** is to be attached in this regard by the authorized signatory of the Bidder)
 - (d) 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.
 - (e) If required, DHS may seek specific clarifications from any or all Bidder (s) at this stage.
 - (f) A Proposal will be rejected at this stage if it does not respond to minimum Pre-Qualification Criteria as determined under this BID Document.

3.2 Exclusion of Proposal/ Disqualification

3.2.1 DHS 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 in- accurate or incomplete.
- (c) The Bidder is not qualified as per Pre-Qualification Criteria mentioned in the BID 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 DHS 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 DHS , 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.

3.3 Final selection

- 3.3.1** The Technical Committee ("Technical Committee") constituted by DHS will download the technical bids, uploaded by the bidders from GeM Portal. These will be evaluated on the basis of the criteria as prescribed in the Bid Document. The Technical Committee will identify the firms which qualify as per the prescribed criteria and submit its recommendations for approval to the District Audit Committee (DAC). The firms meeting minimum qualifying criteria shall be deemed to have technically qualified to undertake the work.
- 3.3.2** Only the bidders who meet All the Qualification Criteria as mentioned in the Clause 3.1 above, would be considered for further financial evaluation purposes. Bidders who fail to fulfill any of the requisite Qualification Criteria would not be considered for the evaluation of the Financial proposal. Financial Proposals of only those Bidder(s) shall be opened who shall meet all the defined minimum Qualification Criteria as mentioned in the Clause 3.1 above.
- 3.3.3** For quoting of Fees, the Bidders are required to fill Financial Proposal format available on GeM portal. The L-1 cost will be considered based on quote provided in the GeM portal.
- 3.3.4** The Selected Bidder shall be the Bidder having the lowest quoted Fees ("**L-1 Bidder**") provided that the Bidder has met all the requisite Qualification Criteria as mentioned in Clause 3.1
- 3.3.5** In case of 02 (two) or more Bidders quoting the same L1 audit fee, the selection of auditor shall be done amongst the L1 bidders through the "Run L1" feature provided on GeM portal. The selection will be done by selecting the firm having lowest quotation in Financial Bid (L-1).
- 3.3.6** The Bidder should not quote the Professional fee more than the total Budgeted Professional fee for both audit years. 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.
- 3.3.7** 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 DAC, the same shall be acceptable.
- 3.3.8** 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 DHS / other DHS/ SHS & the matter shall also be referred to ICAI/ICMAI for further action. In this case retendering will have to take place since as per GeM prevailing rules, tender cannot be awarded to L-2, L-3 or any other bidders.
- 3.3.9** Once selection is finalized by DAC, the same shall be intimated to MD-NHM-UP. The final appointment will be done only after obtaining the concurrence of State Audit Committee (SAC). In case the meeting of SAC gets delayed due to some reason; the auditor shall be appointed with the approval of The Chairman, SAC & post facto-concurrence shall be obtained in the next SAC meeting.
- 3.3.10** The Selected Bidder will enter into a Contract with DHS and shall work in accordance with the Scope of Work mentioned in the BID DOCUMENT.

3.4 Contract

- 3.4.1** After finalization of the selection process, a Contract shall be generated through GeM portal

by DHS in favour of the L-1 bidder.

- 3.4.2** In case of failure on part of the L-1 bidder to accept the GeM contract, DHS shall be entitled to debar the bidder and take any other appropriate action as per prevailing GeM rules.
- 3.4.3** In addition to the GeM Contract, the L-1 bidder shall also enter into a contract with DHS as provided in **Annexure 13** of the Bid documents within prescribed timelines

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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 DHS 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 DHS every month for financial year 2023-24 & 2024-25. The audit will cover examining of accounts of District Health Society kept at DPMU, Below District 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, including GST, has been shared with DHS. Since the audit will be conducted for a period of two years, the maximum budgeted professional fee (including GST) shall be calculated accordingly for the two audit years.

4.1.1 Coverage of the Audit

- District concurrent auditor should ensure that each block is comprehensively covered under audit at least one in a year.
- For districts having blocks up to 12, the auditor will cover at least one block every month. In case, any district consists of more than 12 blocks then auditor should take up more than one block in a month, so that all blocks are audited at least once in a year.
- The audit plan should include a visit to 100% CHC/PHC, HWC & at least 5 Sub-Centres and 10 VHSNCs located within the block covered during month. DHS may decide to increase the scope for the same.
- The audit has to include accounts maintained under RKS and under various national programme/ scheme including activities covered under COVID care package. In addition, the audit should also cover expenditure made by DHS/Block/CHC/PHC from non NHM funds. (Wherever applicable)

4.1.2 Responsibility of District Concurrent Auditor

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. The concurrent auditors are required:

- To review of DHS Accounts and expenditure incurred by DHS.
- To audit of Financial Statements of DHS.
- To certification of the Statement of Expenditure.
- To review and analysis of the Age wise and Party wise Advances Report.
- To comparison between financial and physical performance and analysis.
- To visits to sample blocks and peripheral units District RKS at least quarterly.
- To filling in the checklist provided.
- To vetting of the district ATRs and providing observations thereon.
- To evaluate internal/ account control system of DHS:
 - a. Ensuring that charges to the NHM are proper and supported.
 - b. Managing cash 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 DHS or directly by GOUP/ GOI; and
- To another evaluation work, as desired by the District Audit Committee
- To 100% vouching of DHS at CMO office, DPMU, Block Administrative office and unit visited by auditor.
- To examine and ensure that the books of accounts of DHS are maintained accurately and in are updated in a timely manner as per operational guidelines for financial management.
- To express an opinion on whether the expenditure reported by DHS to the SPMU/ GOUP for the NHM project through the Financial Management Report (FMR)/ statement of expenditure (SOE), presents fairly and accurately, in all material aspects.
- To evaluate the system with regard to advance tracking with a view to follow up and timely settlement of advances. The auditor should make sure that the advances are excluded from being shown as expenditure in the FMRs/ SOEs.
- To evaluate and obtain a sufficient understanding of DHS'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 perform tests to determine whether DHS 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 relates to the NHM project.

- To determine whether DHS has taken corrective action on prior audit report recommendations.
- Concurrent auditor should review whether GFR/CVC Guideline/ Procurement manual are complied with or not. In Compliance of that procedure irregularities/unfair practice shall be curtailed. Any irregularities come to notice in the concurrent audit should be reported to The District Magistrate, Mission Director-NHM/Director General, Medical and Health Services, so that advance effective action can be taken.
- 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 SHS in the prescribed format.
- Any other evaluation work, as desired by the District Audit Committee.
- To examine and ensure that the books of accounts of DHS are maintained accurately and in are updated in a timely manner as per operational guidelines for financial management.
- To perform tests to determine whether DHS 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 relates to the NHM project.
- To determine whether DHS has taken corrective action on prior audit report recommendations.

2. Specific work of Blocks

- Checking of transaction posted by Block Account manager in FAMS.
- Certify the Block trial balance monthly basis.
- Certification of Block Reconciliation Statements (BRS) prepared by block accounts manager on monthly basis.
- Vetting of the Action Taken Reports and providing observations thereon.
- Certify the list of advances given to HWC, sub-centre & VHSNC as on 31 March (Once in a year)
- To monitor and oversee smooth and timely conduct of concurrent audits of DHS.
- To consolidate the expenditure received from the blocks and prepare a consolidated monthly expenditure report of NHM programme for District Health Society and certified it.
- 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 Key Timelines

4.1.3.1 For Concurrent Audit for FY 2023-24 & FY 2024-25

S. No.	Activities/Deliverables	Timelines
1.	Carrying out concurrent audit	To be started within 05 (five) days of the contract signing
2.	Submission of monthly and Quarterly Audit	Monthly and Quarterly Reports:

S. No.	Activities/Deliverables	Timelines
	Report (3 sets of hard and soft copy) by Auditor to DHS/CMO for FY 2023-24 & FY 2024-25	For all months, to be submitted retrospectively wherever applicable. Retrospective reports should be consolidated and submitted within 06 (six) months from the date of contract signing with NHM-UP
3.	Submission of gist of audit finding and 3 sets of hard copy of quarterly executive summary report of FY 2023-24& FY 2024-25 to DHS/CMO	Quarterly Reports: For all quarters, to be submitted retrospectively wherever applicable. Retrospective reports for prior quarters should be consolidated and submitted within 06 (six) months from the date of the contract signing.

4.2 Concurrent Audit of Financial Statements

4.2.1 Contents of Audit Reports

Concurrent Audit Report of a “**District 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 (Quarterly)
 - ii. Audited Income & Expenditure A/c (Quarterly)
 - iii. Audited Statement of Affairs (Balance Sheet) (Quarterly)
 - iv. List of advances (Quarterly)
 - v. List of Payment made against Committed Liability (Quarterly)
 - vi. Fund Reconciliation Statement between SHS and DHS (Quarterly)
 - vii. Trial balance of all blocks all quarter (Quarterly)
 - viii. Audited Trial Balance (Monthly)–IA
 - ix. Bank Reconciliation Statement (Monthly) -IB
 - x. Audited Statement of Expenditure/FMR with Variances (Monthly) -IC
- 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 District Health Society on the previous audit observations, along with his observations on the same.
- e. List of books of account & register maintained at CMO office and units visited.

- f. Fixed assets verification details & comments at CMO office & visited units.
- g. Consumable stock /other stock verification detail at CMO office/store & visited units.
- h. List of funds disbursing to block & peripheral units and expenses at CMO office without approval of DHS (wherever it was necessary) and SF&AO/F&AO.
- i. List of funds disbursing to block & peripheral units and Expenses at CMO office without taking comments on file through proper file movement of SF&AO&F&AO&DAM that file move by program officers.
- j. Detail of cash withdrawal/ bearer cheque issued at CMO office & other units.
- k. List of amounts paid to ASHA other than PFMS Portal e- Payment Print Advice.
- l. Advance variance.
- m. Vetting of concurrent audit ATR.
- n. Vetting of Statutory audit ATR

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 NHM-UP 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.
5. Any transactions of serious nature which is unusual/ not normal to the usual course of business or any other un-healthy practices indulged by the District Health Society, Block & down below Staff, persistent irregularities, observed during the physical verification, transactions of fraudulent nature, other serious irregularities like disbursements without proper sanction/ incomplete documentation/ irregularities as per guidelines, should be reported immediately to The District Magistrate, Mission Director-NHM/Director General, Medical and Health Services, so that advance effective action can be taken.
6. The serious irregularities, if any, noticed shall be covered exhaustively in the monthly concurrent audit report.

4.2.2 Quarterly Executive Summary

- The District 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 Auditor within 06 (six) months for all 04 (four) quarters of both financial years from the date of the contract signing. (Format attached as Annexure -12)
- The executive summary should provide information on various aspects like quality of FMRs, maintenance of books of accounts, advances, compliance of audit observations etc.
- A copy of executive summary along with copy of observations raised during that quarter shall be sent to the Mission Director, SPMU and the Chairman, District Audit

Committee of that district.

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 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 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 byelaws 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 District Health Society from GoUP/ GOI.

2) Support in preparation of Monthly Accounts of DHS:

With a view to ensure accuracy and their timely submission the concurrent auditors are required to provide necessary support to the DPMU and CMO staff in preparation of the monthly accounts and financial reports (FMRs/ SOEs) of the district health society. These include Receipt and Payment Accounts, Income and Expenditure Accounts, Balance Sheet, Statement of Expenditure for every month.

3) Concurrent Audit of DHS 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 12, 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 DHS 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 DHS 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 SHS in the prescribed format, which will highlight the major issues raised in the monthly audit reports of DHSSs.

7. The auditor will verify and certify the Monthly Financial Management Reports being sent to the SHS by DHS.
8. The auditor will help DHS 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.

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 at 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 SHS and State Concurrent Auditor (Nodal Auditor) 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 SPMU to complete and support their review. If the SHS rejects the work of an audit firm due to noncompliance with the TOR, the DHS will not release payment.

4.6 Reporting Timelines

S. No.	Activities/Deliverables	Timelines
1.	Submission of monthly and quarterly concurrent audit report of DHS (three copies- Hard & Soft) for both financial years (i.e., 2023-24 & 2024-25)	Within 06 (six) months from the date of the contract signing
2.	Preparation and submission of consolidated monthly expenditure report for NHM Programme of UP for both financial years (i.e., 2023-24 & 2024-25)	Within 06 (six) months from the date of the contract signing
3.	Preparation and submission of gist of audit finding for each district and preparation of executive summary for both financial years (i.e., 2023-24 & 2024-25)	Within 06 (six) months from the date of the contract signing

SECTION 5. PAYMENT TERMS

5.1 Invoicing and Payment

5.1.1 Invoicing (General)

- (a) No advance payment shall be made by DHS at the time of signing of Contract with the Selected Agency (s)
- (b) The bidder shall quote total professional fee to be charged for audit of both years (including GST) as part of the financial quote and the maximum budgeted annual fee per audit year for each district, including GST, has shared with DHS. The payment shall be made based on the professional fee per audit year as quoted by the selected agency.
- (c) Fees (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 Fee and shall not be paid by DHS separately.
- (g) The Remuneration will be decided by DAC (should be lowest) which should not exceed the maximum fee limit as shared with DHS. Fee should be quoted should be inclusive of TA/DA, and Cess, including GST to be uploaded on Gem Portal. The payment shall be released to the Selected Agency based on the following milestone:
- (h) In case if any district concurrent auditor called at state for any meeting or clarification No separate fee or TA/DA will be paid.
 - The Payment shall be made post submission of 03 (three) hard copies and soft copies of monthly and Quarterly audit report of both the financial years (i.e. post 06 (six) months).
 - The Auditor shall be required to submit 03 (three) copies of invoices (separately for both financial years) along with hard copies and soft copies of monthly and quarterly audit report of both the financial years.
- (i) The auditor shall be required to submit the invoices along with 03 (three) hard copies of the reports. 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.
- (j) 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)
- (k) All the payments will be made in Indian Rupees (INR) only.

- (l) 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 BID DOCUMENT/ Contract.

5.1.2 Invoicing

- (a) The Fees 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) Invoices with requisite documents/proofs to be submitted to the CMO.
- (d) The process of invoice submission and verification shall be as follows:
 - a. The selected agency shall submit the invoices to CMO, DHS ; who in turn shall forward the same to DPMU.
 - b. The DPMU shall review the invoices and supporting documents submitted by the Selected Agency for payment recommendation purposes.
 - c. After reviewing all the required documents and reports, the DPMU shall process the invoice for payment purposes; post verification and review by DPMU 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 DHS , 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 DHS .

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 District Audit Committee (DAC) . In such cases, the Selected Agency, shall produce requisite supporting documents, communications, acknowledgement of DHS , etc. to support the disputed Invoice amount, or any other payment related matter; however, the decision of the **DAC** 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 BID DOCUMENT, 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 BID DOCUMENT. The KPIs mentioned below are not exhaustive and any addition/ deletion to this list of KPIs shall be with the mutual consent of both, DHS and the Selected Agency.

1. The Chairman of District Audit Committee may impose penalty up to 10% of the Annual audit fee for the respective financial year, if concurrent audit report of any of the two Financial year 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 DAC then, the chairman of District Audit Committee may decide to blacklist the firm for audit of National Health Mission work for 02 Years.

Note:

- DHS shall recover penalties/liquidated damages at first instance from the amount due to the Concurrent Auditor, then the invoice of the subsequent billing period.
- These penalties will be monitored and deducted for the entire Contract Period on the basis of timelines mentioned above in Clause 4.1.3 KPI adherence will be monitored by DHS designated Nodal or authorized officer(s) / DAC and/ or any third party appointed by SHS/DHS.

SECTION 7. GENERAL TERMS OF BID DOCUMENT

7.1 Period of Contract

The Contract will be signed with the Selected Bidder for covering the Concurrent Audit from **01st April 2023 till 31st March 2025** for a period of 06 (six) months . If the performance of the Selected Bidder is found to be unsatisfactory, then DHS shall be entitled to terminate the contract with the Selected Bidder in accordance with the prevailing GeM rules read with any contract signed between the Parties.

Also, in the event that mandatory approvals related to the budget or the program are not received from the Government of India, the contract shall be terminated, without any liability upon DHS , NHM-UP or the Department of Medical Health and Family Welfare, Government of Uttar Pradesh.

7.2 DELETED

7.3 Confidentiality

- 7.3.1 This BID Document is meant for the specific use by such parties who are interested to participate in the Selection Process. This BID Document in its entirety is subject to Copyright Laws. DHS 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 DHS in the event that such a circumstance is brought to the notice of DHS . By downloading/purchasing the BID 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 DHS in relation to, or matters arising out of, or concerning the Selection Process. DHS 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. DHS 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 DHS 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/ DHS 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 or withdraws from the Tender Process / fails to enter into Contract/ fails to provide any other document required in terms of the Bid Document after being declared the Selected Bidder, without valid grounds, shall, be debarred for a period of 02 (two) years in addition to the recourse available in the Bid Document or the Contract.

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 BID DOCUMENT, DHS 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, DHS will, without prejudice to its any other rights or remedies, debar the Bidder⁷ for, *inter alia*, time, cost and effort of DHS , in regard to the BID DOCUMENT, including consideration and evaluation of such Bidder's Proposal.

- 7.5.2 Without prejudice to the rights of DHS under this Clause 7.5, hereinabove and the rights and remedies which DHS may have under the GeM Contract or the contract signed with DHS or otherwise, if a Bidder or Selected Agency, as the case may be, is found by DHS 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 GeM Contract or the execution of the Contract signed with DHS , such Bidder or Selected Agency shall not be eligible to participate in any tender issued by DHS during a period of 2 (two) years from the date such Bidder or Selected Agency, as the case may be, is found by DHS 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 DHS who is or has been associated in any manner, directly or indirectly with the Selection Process or the GeM Contract or has dealt with matters concerning the Contract signed with DHS 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 DHS , 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 GeM Contract or after the execution of the Contract signed with DHS , as the case may be, any person in respect of any matter relating to the Project or the GeM Contract or the Contract signed with DHS , who at any time has been or is a legal, financial or technical consultant/ adviser of DHS 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 DHS 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 DHS 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 02 (two) years.

- 7.6.2 DHS 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 DHS , 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 Fee and shall not be paid by DHS 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 BID DOCUMENT/ Contract signed with DHS

Failure of the Selected Bidder(s) to agree with the terms and conditions of the BID DOCUMENT/ Contract signed with DHS shall constitute sufficient grounds for the annulment of the Proposal or the award. In such circumstances, DHS would reject the Proposal debar the bidder for 02 (two) years

7.10 No Partnerships

Nothing contained in this BID DOCUMENT/Contract signed with DHS shall be construed or interpreted as constituting a partnership between DHS and the Selected Agency.

7.11 Signing of Contract

The Selected Bidder shall execute the Contract with DHS within **15 (Fifteen)** Days from the date of generation of GeM Contract. In exceptional circumstances, on request of the Selected Bidder in writing for extension, DHS 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 BID DOCUMENT and corrigenda issued shall also be applicable for the Contract signed with DHS .

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 BID DOCUMENT and the Bid, the terms hereof shall prevail. In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:

- (i) This Contract to be signed between the Parties;
- (ii) GeM Contract ID
- (iii) Pre-bid clarification and Corrigendum, if any; and
- (iv) Bid/ATC document

7.13 Execution of Contract

During the Contract Period, the Selected Agency will work closely with DHS and will perform the activities as per the Scope of Work. In case of poor performance, or unjustified and repeated delays in execution and implementation of the Project, DHS will issue a notice in writing to the Selected Agency. If the Selected Agency fails to provide an explanation or to resolve the issues raised within time allotted, then on the issuance of 03rd (third) notice, DHS shall be entitled to terminate the Contract along with blacklisting the Agency.

7.14 Costs of Signing

The Agency shall bear all the costs related to the of the Contract to be signed between DHS and the Agency.

7.15 Sub-Contracting

Sub-contracting of the Scope of Work or any part thereof shall not be allowed under this BID DOCUMENT/ Contract signed between the Parties. Any bidder found to have sublet the allotted assignments shall be debarred from the bidding process of DHS / any DHS/ SHS for 02 (two) years.

7.16 Monitoring of Contract

- 7.16.1 DHS 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 signed between the Parties.
- 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 DHS and such change shall not relieve Selected Agency, from any liability under the Contract signed between the Parties.

7.17 Reporting

All correspondences by the Selected Agency shall be addressed to the CMO/ DHS . However, on a regular basis, the Selected Agency shall be in contact with the designated staff of DHS 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 DHS , or, if they are furnished to DHS 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 DHS , as a part of these services. The Selected Agency shall indemnify DHS against any adverse outcomes attributable to inaccuracies in the defined Scope of Work, 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 invoice payment to be made to the Selected Agency

7.20.2 In the event of default, DHS 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, DHS 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, DHS shall be entitled to take any other recourse available under the law for such default by the Selected Agency under and in accordance with the provisions of the Contract. When recovery is not possible, DHS 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 signed with DHS .; 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 GeM Contract/ Contract signed with DHS .

7.22 Events of Default and Termination

7.22.1 **Agency Events of Default**

- (a) The Selected Agency has abandoned the Project for a period of more than 30 (thirty) days.
- (b) Any representation made or warranty given by the Selected Agency under the BID DOCUMENT/Contract signed between the parties is found to be false or misleading.
- (c) The Selected Agency has unlawfully repudiated the Contract signed between the parties or has otherwise expressed an intention not to be bound by the Contract.
- (d) The Selected Agency is in material breach of any of its obligations as mentioned in the BID DOCUMENT/ Contract signed between the parties.
- (e) The Agency is found to have committed a gross irregularity as determined by DHS in relation to service delivery under this Agreement;
- (f) Any other instance explicitly mentioned in the BID DOCUMENT/ Contract signed between the parties as having constituted an event of default.

7.22.2 Termination for Default

- (a) DHS may, without prejudice to any other remedy for breach of Contract signed between the parties, by written **10 (ten) days'** notice of default send to the Selected Agency, terminate the Contract signed between the parties 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 signed between the parties, or within any extension thereof granted by DHS pursuant to conditions of the terms and conditions set out in the Contract signed between the parties or if the Selected Agency fails to perform any other obligation(s) under the Contract signed between the parties .
- (b) In event of termination resulting under the aforesaid Clause 7.22.2, DHS shall be liable to make no payments in favor of the Selected Agency; however, DHS will be entitled to taking any other recourse available under the law, including blacklisting the Selected Agency.
- (c) In the event that DHS terminates the Contract signed between the parties in whole or in part, pursuant to the terms and conditions set out in the Contract signed between the parties, 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 DHS for all costs and expenses relating to procurement of such similar services. However, Selected Agency shall continue the performance of the Contract signed between the parties to the extent not terminated.

7.22.3 Termination for Insolvency

DHS may at any time terminate the Contract signed between the parties by giving a written notice of at least 10 (ten) 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 DHS .

7.22.4 Termination for Convenience

Either Party, by giving 30 (thirty) days' written notice sent to the other party may terminate the Contract signed between the parties, 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 signed between the parties 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 DHS .

7.22.5 Termination for Force Majeure

In event that a Force Majeure event continues for 90 (ninety) days and/or DHS or the Selected Agency does not see any feasibility of continuing the Project due to a Force Majeure event, then DHS 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 signed with DHS 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 DHS . Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Selected Agency by DHS .

7.23 Premature Termination of Contract

In the event of premature termination of the Contract signed with DHS by DHS 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 BID Documents and the Agreement signed with DHS from the date of termination till the date of handing over of complete operations including assets owned by DHS 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 DHS .

7.25 Indemnity

- 7.25.1 The Selected Agency shall at all times indemnify and keep indemnified DHS 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 DHS 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 DHS 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 DHS 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 signed with DHS.

7.26 Severability

If for any reason whatsoever any provision of this BID DOCUMENT 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 BID DOCUMENT or otherwise

7.27 Notices

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

<u>To DHS :</u>	<u>To the Selected Agency:</u>
CMO/ DHS MUZAFFARNAGAR National Health Mission, Muzaffarnagar, Uttar Pradesh Email: dpmunhmmzn@gmail.com Tel. No.: 8005193150 Attn.: Nodal officer, DPMU	

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 courier or by mail (registered, return receipt requested) at that address.

7.28 Modification of Contract

The Contract, to be signed between DHS 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 signed between the Parties shall be valid and binding unless in writing and signed by all Parties thereto.

7.29 Settlement of Dispute

In case of any dispute other than invoice amount, or any other payment related matter, the Selected Agency will at first, attempt in good faith to resolve any dispute initially through mutual understanding and amicable settlement with DAC. The decision of the DHS in this matter shall be considered as final.

7.30 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, National Health Mission, Uttar Pradesh, Government of Uttar Pradesh shall be applicable.

7.31 Miscellaneous

- 7.31.1 The Selection Process and this contract shall be governed by, and construed in accordance with, the laws of India and the District Court(name of District) of Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process and this contract.
- 7.31.2 DHS 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 DHS 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
- 7.31.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DHS , 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
- 7.31.4 All documents and other information provided by DHS or submitted by a Bidder to DHS shall remain or become the property of DHS . Bidders or the Selected Agency, as the case may be, are to treat all information as strictly confidential. DHS will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to DHS in relation to the Project shall be the property of DHS
- 7.31.5 DHS reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record
- 7.31.6 The Selected Bidder/ Agency shall bear all the expenses regarding delivery of services
- 7.31.7 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
- 7.31.8 The Selected Bidder/ Agency shall execute the whole work in strict accordance with the directions issued by DHS from time to time
- 7.31.9 DHS 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 DHS
- 7.31.10 Any publicity by the Selected Bidder/Agency in which the name of DHS is to be used should be done only with the explicit written permission of DHS

7.31.11 In addition to the provisions enumerated in Clause 7.31 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/ DHS in connection to the performance of its obligations under this BID DOCUMENT/ Contract.

DRAFT

SECTION 8. ANNEXURES

DRAFT

ANNEXURE 1: COVER LETTER

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

To,
CMO _____
DHS _____

Sub.: **“GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, Uttar Pradesh.”**

Dear Sir,

With reference to your BID DOCUMENT Ref. No. _____ dated _____, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, 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 DHS 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 DHS any additional information it may deem necessary or require for supplementing or to authenticate the Proposal.
4. We acknowledge the right of DHS 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 BID DOCUMENT, including any corrigenda/addenda issued by DHS .
 - (b) We do not have any Conflict of Interest in accordance with the terms of the BID DOCUMENT.
 - (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 BID Document, in respect of any tender or request for proposal issued by or any agreement entered with DHS 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 BID DOCUMENT 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 DHS may cancel the Selection Process at any time and that DHS 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 clarify that no investigation by a court or regulatory authority is pending against the proprietor of the firm/company, its employee, partner or representative and is neither convicted by a court of law or any regulatory authority for any offence including moral turpitude in relation to the business dealing nor in relation to any corruption or under Indian penal code/Bhartiya Nyaya Sanhita or any other law for time being in force
12. We declare that we or any of our Associates have not paid and shall not pay any bribe to any officer of DHS for awarding this Project at any stage during its execution or at the time of payment of bills and further, if any officer of DHS asks for bribe/gratification, we or our Associates shall immediately report it to the appropriate authority in DHS .
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 BID DOCUMENT, we shall intimate DHS 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 DHS , 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 DHS 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 BID 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 BID DOCUMENT, or provide extension of Bid Validity Period, if so, required by DHS .

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.
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 BID 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 BID DOCUMENT.

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

Yours sincerely,

Authorized Signature (*PoA holder as per Annexure 6*)

[In full and initials with Seal]:

Date]

[Location,

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/division	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 Registration no. of the firm (Attach copy of Registration if applicable)	
6	Registration no. with ICAI/ ICMAI Firm Constitution Certificate (Attach copy of Registration as on Proposal Due date (PDD))	
7	C & AG empanelment number (Empaneled for 2025-26)	
8	Date of constitution of Firm	
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/	

S. No.	PARTICULARS	Details
	ICMAI)	
11	Details of Staff	
12.a	Fully Qualified CA/CMA	Details to be given as per 1-C and 1-D (i)
12.b	Semi Qualified CA/CMA	Details to be given as per 1-D (ii)
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	Membershi p 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 BID DOCUMENT for “GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, Uttar Pradesh.”

S. No.	Financial years	Turnover (INR)	Positive Net worth (Yes/
1.	2022-23		
2.	2023-24		
3.	2024-25		
	Total		
	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., 2022-23, 2023-24 & 2024-25 as per the Audited Financial Statements.

Note:

- Turnover includes revenue from professional services only and excludes revenue from manpower supply related work.
- Certificate issued by a Chartered Accountants (Other than bidder) 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
- 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]

UDIN:

Authorized Signature (*PoA holder per Annexure 6*)

[In full and initials with Seal]:

Date]

[Location,

Name and Title of Signatory:

(*Name and seal of the Bidder*)

Address:

Telephone:

Email:

ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL

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

To,
CMO _____
DHS _____

Sub.: **“GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, Uttar Pradesh.”**

Dear Sir/Madam,

With reference to your BID DOCUMENT 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 FY 2023-24 & 2024-25 for the Audit of DHS for 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 DHS 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 DHS any additional information it may deem necessary or require for supplementing or to authenticate the Proposal.
4. We acknowledge the right of DHS 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 BID DOCUMENT, including any corrigenda/addenda issued by DHS .
 - (b) We do not have any Conflict of Interest in accordance with the terms of the BID DOCUMENT.
 - (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 BID Document, in respect of any tender or request for proposal issued by or any agreement entered into with DHS 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 BID DOCUMENT 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 DHS 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 DHS 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 clarify that no investigation by a court or regulatory authority is pending against the proprietor of the firm/company, its employee, partner or representative and is neither convicted by a court of law or any regulatory authority for any offence including moral turpitude in relation to the business dealing nor in relation to any corruption or under Indian penal code/Bhartiya Nyaya Sanhita or any other law for time being in force
 - 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 DHS , 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 DHS 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 BID 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 BID DOCUMENT.

Yours sincerely,

Authorized Signature (PoA holder as per Annexure 6)

*[In full and initials with Seal]:
Date]*

[Location,

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

Address:

Telephone:

Email:

DRAFT

ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE
SUMMARY

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

Annexure 3A (i): Concurrent/ Internal/ Statutory Audit Experience in the last 03 (three) Financial Years (i.e., 2022-23, 2023-24 & 2024-25)

S. No.	Name of the Auditee Organization	Type/Nature Of Assignment	Proof of the letter of Work or Assignment awarded by the Auditee Organization			
			Date of award of assignment as per LoA	UDIN No of last report submitted	Audit Fee	Attachment Annexure No.
1						
2						
3						
...						

Authorized Signature (PoA holder as per Annexure 6)

[In full and initials with Seal]:

Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

[Location,

ANNEXURE 4: SELF-DECLARATION

(To be submitted on the letterhead of the Bidder)

To,
CMO _____
DHS _____

In response to the BID DOCUMENT Ref. No.dated for GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, 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 BID Document issued by DHS ;
- 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 BID DOCUMENT.
- 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 BID DOCUMENT.

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 DHS may choose to blacklist me/us for a period it may deem fit

Thanking you,

Yours sincerely,

Authorized Signature (*PoA holder per
Annexure 6*)

[*In full and initials with Seal:*
Date]

[*Location,*

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

Address:

Telephone:

Email:

DRAFT

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 BID Document and agreed to by me/us, give following undertaking.

1. It is declared that the firm(Insert name of Bidder).....is not declared insolvent. Not debarred/ blacklisted as on the Bid submission end date in accordance with Rule 151 of the GFR, 2017 and its Amendments by either NHM-UP/ DHS/ Central Govt. / State Govt. / Public Sector Undertaking/ any other local body till completion of the Selection Process under this ATC document/ Bid document.
2. It is further declared that the firm..... Shall inform DHS 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 BID DOCUMENT.
3. The firm..... do hereby agree that if in future, it comes to the notice of DHS /Any DHS/ SHS if it is brought to the notice of DHS /Any DHS/ SHS that any disciplinary/ penal action due to violation of terms and conditions of the BID Document/ Agreement which amounts to cheating /depicting of mala fide intention during the completion of the contract anywhere in DHS /Any DHS/ SHS or either by any of Central Govt. / State Govt. / Public sector undertaking/any other local body, DHS / Any 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 6)

[In full and initials with Seal]:

Date]

(Name and seal of the Bidder)

Name and Title of Signatory:

Address:

Telephone:

Email:

[Location,

WITNESS:

- 1) Full Name
- Address
- Signature

- 2) Full Name
- Address
- Signature

ANNEXURE 6: 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 GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society,, Uttar Pradesh. **for 6 (six) months (“Contract Period”)** for covering the Concurrent Audit from 01st April 2023 till 31st March 2025 (“**Project**”) as defined under this BID DOCUMENT for the National Health Mission, Uttar Pradesh (the “**DHS**”), representing us in all matters before DHS, 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 2025

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.*

DRAFT

ANNEXURE 7: DECLARATION FOR EXISTENCE OF THE FIRM

(To be submitted on the letterhead of the Bidder)

To,
CMO _____

DHS _____

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 6*)

[*In full and initials with Seal*]:

Date]

[*Location,*

Name and Title of Signatory:

(*Name and seal of the Bidder*)

Address:

Telephone:

Email:

ANNEXURE 8: ANTI COLLUSION CERTIFICATE

(To be submitted on the Letterhead of the Bidder)

To,
CMO _____
DHS _____

We hereby certify and confirm that in the preparation and submission of our proposal for BID DOCUMENT Ref. No.datedfor *GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, 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 6*)

[In full and initials with Seal]:

Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

[Location,

Address:

Telephone:

Email:

ANNEXURE 9: LETTER OF EXCLUSIVITY

(To be submitted on the Letterhead of the Bidder)

To,
CMO _____

DHS _____

We, _____, hereby declare that we are/will not associate with any other firm/entity submitting a separate proposal for BID DOCUMENT Ref. No. S. No/ dated2024 for GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, Uttar Pradesh. under consideration.

Authorized Signature (PoA holder as per Annexure 6)

[In full and initials with Seal]:

Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

[Location,

**ANNEXURE 10: 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 the past. We (Name of the Bidder) understand that any discrepancy / wrong declaration will result in rejection of our bid.

Note: Please delete the point (a) or (b) which is not applicable to the bidder.

Yours sincerely,

Authorized Signature (PoA holder as per Annexure 6)

[In full and initials with Seal]:

Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

[Location,

**ANNEXURE 10A: DECLARATION FOR APPLYING CONCURRENT AUDIT
FOR NOT MORE THAN 4 DISTRICTS UNDER NHM, UP**

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

(a) We (Name of the Bidder) hereby declare that our firm has not applying concurrent audit of more than 04 (four) districts under National Health Mission, Uttar Pradesh and would be awarded only(No. of Districts) districts.....;;; (Name of the Districts).

Yours sincerely,

Authorized Signature (PoA holder as per Annexure 6)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

ANNEXURE 11: FINANCIAL PROPOSAL COVER LETTER

(To be submitted on the letterhead of the Bidder)

To,
CMO _____
DHS _____

Sub.: **GeM Bid for Selection of Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, Uttar Pradesh.**

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 2023-24 & 2024-25 for the Programs implemented under DHS .

I/ We agree that this offer shall remain valid for a period of 180 (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 GeM 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 6)

[In full and initials with Seal]:

Date]

Name and Title of Signatory:

(Name and seal of the Bidder)

Address:

Telephone:

Email:

[Location,

ANNEXURE 12: DRAFT FORMAT OF EXECUTIVE SUMMARY REPORT

Name of the State- Uttar Pradesh

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

Part-A: District Level Issues:

1. Name of the Blocks where monthly concurrent audit has not taken place.
2. Number of blocks have not been covered at least once in the course of audit.
3. Number of blocks where the peripheral units have not been visited.
4. Number of Rogi Kalyan Samities (district-wise) where last annual audit has not been done.

BOOKS OF ACCOUNTS

5. Name of the blocks where books of accounts are not computerized. Provide a breakup of health facilities for the same.
6. Name of the blocks where Cash Books are not being maintained /closed on a daily basis. Provide a break up of health facilities for the same.
7. Name of the blocks where bank reconciliation is not being done on a monthly basis. Provide a break up of health facilities for the same.

REPORTING

8. Name of the blocks which have not submitted the FMR in the last three months.
9. Name of the blocks which have not submitted the Statement of Fund Position in the last three months.
10. Name of the Districts where the SOEs/FMRs/SOFP are not being submitted in prescribed format.
11. 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.
12. Provide a list of advances in District which are outstanding for more than a year along with ageing. Mention the follow up action taken for the same.

AUDIT COMMITTEE

13. Whether district audit committee has been constituted? If so, are meetings held at regular intervals?

OTHERS

14. Whether unification of finance and accounting processes has taken place as per GOI guidelines?
15. Whether posts of District Accounts Manager have been vacant for more than 3 months?
16. 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 –B

17. 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 District Health Society,

DRAFT

ANNEXURE 13: CONTRACT

For

“Concurrent Auditor for the Financial Year 2023-24 & 2024-25 for the Audit of District Health Society, _____, Uttar Pradesh.

THIS CONTRACT (“Contract”) is made at (Place) and entered into this day on
..... 2025

By and Between

District Health Society (DHS).....(Name of District) through its convener Chief Medical Officer, ***{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} through its Proprietor/Duly Authorised Partner.(name , designation and full office address)***

WHEREAS, the District Health Society invited bids 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:

1. Services

The district Concurrent Auditor shall perform the services as per the Scope of Work and Bid document for the Financial Year 2023-24 & 2024-25. The whole Bid document along with Terms and conditions is part of this Contract.

2. Service Period / Duration of Contract

This Contract is valid for duration of 6 (six) months from the date of signing of contract by both the parties or subject to the submission of the last quarter concurrent audit report, whichever is earlier and/or if audit work will not be started within 15 (Fifteen) days then recommendation for cancellation of contract may be done by the CMO to DHS.

3. Extension of Contract

The extension of the Contract shall be subject to the GeM prevailing Rules.

4. Term

The District Concurrent Auditor shall complete the audit of DHS and its supporting units

for the financial year 2023-24 & 2024-25 i.e. from April 2023 to March 2025 & submit monthly and quarterly concurrent audit report of DHS (including all state level units) in 03 (three) copies appending thereto gist of major & serious audit findings of each district along with executive summary in prescribed format within 06 (six) months from the date of contract signing.

5. Payment

- A. For Services rendered, DHS shall pay to the district Concurrent Auditor an amount not to exceed **INR** /- (**INR.....**) for monthly concurrent audit report from April 23 to March 25 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:

The Payment shall be made post submission of 03 (three) hard copies and soft copies of monthly, quarterly audit report of both the financial years (i.e., post 06 (six) months)

The Auditor shall be required to submit 03 (three) copies of invoices (separately for both financial years) along with hard copies and soft copies of annual audit report of both the financial years.

6. Project Administration:

Coordinator: The Chief Medical Officer of the district will be responsible for the coordination of activities under this Contract, including the acceptance and approval of reports and other deliverables, as well as receiving and approving invoices for payment.

7. **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.
8. **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.
9. **Assignment:** The Auditor shall not assign this Contract or Sub-contract any portion of this agreement.
10. **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 English
11. **Dispute Resolution:** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be subject to jurisdiction of District Court,

District..... of Uttar Pradesh.

12. **Termination of contract:** DHS shall also terminate the contract, in any case, if CA/CMA firm blacklisted by DAC/SAC/Principal Secretary of Health & family welfare of GoUP, the Contract deemed to be terminated on the date of blacklisting.

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

<u>Signed, Sealed and Delivered:</u> (On behalf of National Health Mission, Uttar Pradesh) Chief Medical Officer District Health Society _____ National Health Mission, _____ Email: Tel. No.: _____ Attn.: Nodal officer, DPMU	<u>Signed, Sealed and Delivered:</u> [On behalf of Agency] 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 __2025 hereunto affixed in the presence of _____, Director who has signed these presents in token thereof and _____, Authorized Signatory who has countersigned the same in token thereof. (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)
<u>In the Presence of:</u> Witness 1. 2.	

{SCHEDULE 1: Scope of Work}

{SCHEDULE 2: Financial Proposal}

{SCHEDULE 3: Key Performance Indicators (KPIs)}



राज्य कार्यक्रम प्रबन्धन इकाई
राष्ट्रीय स्वास्थ्य मिशन, उ.प्र.

16, ए०पी० रोड, मण्डी परिषद भवन, चारबाग, लखनऊ

सेवा में,

1. समस्त जिलाधिकारी/अध्यक्ष, जिला आडिट कमेटी, उत्तर प्रदेश।
2. समस्त मुख्य चिकित्साधिकारी, उत्तर प्रदेश।

पत्र संख्या: 526/एन०एच०एम०/एस०पी०एम०यू०/का.आडिट/2025-26/ 44197-2 दिनांक 31-10-2024

विषय:- वित्तीय वर्ष 2023-24 एवं 2024-25 हेतु जनपदीय कान्करेंट ऑडिटर का चयन किये जाने के सम्बन्ध में।

महोदय/महोदया,

स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार से प्राप्त Operational Guidelines for Financial Management में जिला आडिट कमेटी (DAC) के गठन का प्रावधान किया गया है। जिसके क्रम में कार्यालय आदेश संख्या एन०आर०एच०एम०/एस०पी०एम०यू०/कां.आडिट/ 2012-13/174/583 दिनांक 25.06.12 के द्वारा प्रदेश के समस्त जनपदों में जिला आडिट कमेटी (DAC) का गठन किया जा चुका है। Operational Guidelines for Financial Management में राज्य आडिट कमेटी (SAC) एवं जिला आडिट कमेटी (DAC) के कार्यों एवं दायित्वों का पूर्ण उल्लेख किया गया है। जिला आडिट कमेटी (DAC) के कार्यों एवं दायित्वों में जनपदीय कान्करेंट ऑडिटर के चयन के सम्बन्ध में "Selection and appointment of District concurrent auditors (in concurrence with the State Audit Committee)" प्रावधान है।

अवगत कराना है कि मुख्य सचिव, उ०प्र० शासन, द्वारा निर्गत शासनादेश संख्या-57/18-2-2024-97 (ल० उ०)-2016 दिनांक 26 नवम्बर 2024 के माध्यम से निर्देशित किया गया है कि प्रदेश में समस्त क्रय/निविदा प्रक्रिया जेम पोर्टल के माध्यम से सम्पादित की जानी है। तत्क्रम में जनपदीय कान्करेंट ऑडिटर का चयन जेम पोर्टल से किया जाना है, परन्तु जेम पोर्टल पर फाइनेंसियल ऑडिट सेवा कटेगरी के अन्तर्गत कान्करेंट ऑडिट की सेवा उपलब्ध नहीं है। जिसके कारण शासनादेश संख्या-57/18-2-2024-97 (ल० उ०)-2016 दिनांक 26 नवम्बर 2024 के बिन्दु संख्या 13 में इंगित व्यवस्था "क्रेता को वांछित वस्तु/सेवा पोर्टल पर उपलब्ध न होने की स्थिति में क्रेता कस्टम/BOQ बिड (यदि जेम पोर्टल पर अनुज्ञप्त हो) के विकल्प का चयन कर सकते हैं। कस्टम/BOQ बिड सक्षम स्तर, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/ महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) से अनुमोदन लेने के उपरान्त ही पोर्टल पर फ्लोट की जायेगी। कस्टम/BOQ बिड प्रकाशित होने के 03 दिन के अन्दर बिड के प्रचार-प्रसार हेतु समाचार पत्रों में प्रेस विज्ञप्ति दी जाये तथा समाचार पत्रों में प्रकाशित प्रेस विज्ञप्ति की प्रति तकनीकी मूल्यांकन के दौरान प्रस्तुत की जायेगी।" के अनुसार जनपदीय कान्करेंट ऑडिटर का चयन जेम पोर्टल से किया जाये। समाचार पत्रों में प्रेस विज्ञप्ति के बिल का भुगतान एफ०एम०आर० मद संख्या 194.54 (Concurrent Audit & other related expenditure) के अंतर्गत वित्तीय वर्ष 2025-26 में जनपदों को आवंटित बजट से SNA-स्पर्श पोर्टल पर उपलब्ध लिमिट से नियमानुसार किया जायेगा।

समस्त जनपदों में कान्करेंट ऑडिटर का चयन समयबद्ध तरीके से पूर्ण किये जाने एवं राज्य ऑडिट कमेटी की बैठक में अनुमोदन प्राप्त किये जाने के लिए जेम पोर्टल पर बिड प्रकाशन, तकनीकी मूल्यांकन एवं वित्तीय मूल्यांकन के लिए निम्नलिखित तिथियाँ निर्धारित की जा रही है :-

क्र०सं०	विवरण	तिथि	समय
1.	Bid Start Date / Time	10.11.2025	01.00 PM
2.	Bid End Date / Time	26.11.2025	01.00 PM
3.	Bid Opening Date / Time	26.11.2025	04.00 PM
4.	Technical Evaluation	05.12.2025	

उपरोक्त तालिका में इंगित दिनांक पर समयबद्ध तरीके से बिड से सम्बंधित कार्यवाही अनिवार्य रूप से पूर्ण करा ली जाये। यदि अपरिहार्य कारणों से उक्त दिनांक पर कार्यवाही नहीं पूर्ण की जा पाती है तो जनपद अगले कार्य दिवस पर स्वयं के स्तर से निर्णय लेकर कार्यवाही पूर्ण कर लें। अग्रेतर अवगत कराना है कि समस्त जनपदों को बिड अपलोड करने से पूर्व आर०एफ०पी० के पैरा संख्या 3.1 के बिन्दु संख्या 5 में Concurrent/Internal/Statutory Audit Experience की Value को भरना है, जिसे संलग्नक - 1 में दिया जा रहा है तथा पैरा संख्या 3.1 के बिन्दु संख्या 7 में Average Annual Financial Turnover को भरना है, जिसे संलग्नक - 2 में दिया जा रहा है।

उक्त के क्रम में वित्तीय वर्ष 2023-24 एवं 2024-25 हेतु जनपदीय कान्करेन्ट ऑडिटर का चयन किये जाने के लिए उक्त वर्षों की आर०एफ०पी० इस निर्देश के साथ आपको प्रेषित की जा रही है कि जेम पोर्टल पर उपरोक्त तालिका में इंगित तिथियों पर आवश्यक कार्यवाही करते हुए आर०एफ०पी० में दिये गये प्राविधानों के अनुसार एल 1 बिडर को चयन किये जाने की जिला ऑडिट कमेटी की संस्तुति अधोहस्ताक्षरी को प्रेषित करना सुनिश्चित करें, जिससे की राज्य ऑडिट कमेटी/अध्यक्ष राज्य ऑडिट कमेटी से जनपदीय कान्करेन्ट ऑडिटर के चयन पर अनुमोदन प्राप्त किया जा सकें।
संलग्नक-यथोक्त!

भवदीया,

RmCj 20/10/24

(डा० पिकी जोवल)

मिशन निदेशक

तददिनांक

पत्रांक:-526/एन०एच०एम०/एस०पी०एम०यू०/का.आडिट/2025-26/

प्रतिलिपि:-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. अपर मुख्य सचिव, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तर प्रदेश शासन, लखनऊ।
2. महानिदेशक, चिकित्सा एवं स्वास्थ्य सेवायें, स्वास्थ्य भवन, उत्तर प्रदेश, लखनऊ।
3. महानिदेशक, परिवार कल्याण, परिवार कल्याण महानिदेशालय, उत्तर प्रदेश, लखनऊ।
4. समस्त मण्डलीय अपर निदेशक, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तर प्रदेश।
5. समस्त मण्डलीय कार्यक्रम प्रबंधक एवं मण्डलीय लेखा प्रबंधक, जिला कार्यक्रम प्रबन्धन इकाई कार्यालय, उत्तर प्रदेश।
6. समस्त जिला कार्यक्रम प्रबंधक एवं जिला लेखा प्रबंधक, जिला कार्यक्रम प्रबन्धन इकाई कार्यालय, उत्तर प्रदेश।

(बृजबिहारी कुशवाहा)

वित्त नियंत्रक, एन०एच०एम०



राज्य कार्यक्रम प्रबन्धन इकाई
राष्ट्रीय स्वास्थ्य मिशन, उ.प्र.
16. ए०पी० सेन रोड, मण्डी परिषद भवन, चारबाग, लखनऊ

सेवा में,

1. समस्त जिलाधिकारी/अध्यक्ष, जिला आडिट कमेटी,
उत्तर प्रदेश।

2. समस्त मुख्य चिकित्साधिकारी,
उत्तर प्रदेश।

दिनांक: 31-10-2022

पत्र संख्या: 526/एन०एच०एम०/एस०पी०एम०यू०/का.आडिट/2025-26/

विषय:- वित्तीय वर्ष 2023-24 एवं 2024-25 हेतु जनपदीय कान्करेंट ऑडिटर का चयन किये जाने के सम्बन्ध में।

महोदय/महोदया,

स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार से प्राप्त Operational Guidelines for Financial Management में जिला आडिट कमेटी (DAC) के गठन का प्रावधान किया गया है। जिसके कम में कार्यालय आदेश संख्या एन०आर०एच०एम०/एस०पी०एम०यू०/कांका.आडिट/2012-13/174/583 दिनांक 25.06.12 के द्वारा प्रदेश के समस्त जनपदों में जिला आडिट कमेटी (DAC) का गठन किया जा चुका है। Operational Guidelines for Financial Management में राज्य आडिट कमेटी (SAC) एवं जिला आडिट कमेटी (DAC) के कार्यों एवं दायित्वों का पूर्ण उल्लेख किया गया है। जिला आडिट कमेटी (DAC) के कार्यों एवं दायित्वों में जनपदीय कान्करेंट ऑडिटर के चयन के सम्बन्ध में "Selection and appointment of District concurrent auditors (in concurrence with the State Audit Committee)" प्रावधान है।

अवगत कराना है कि मुख्य सचिव, उ०प्र० शासन, द्वारा निर्गत शासनादेश संख्या-57/18-2-2024-97 (ल० उ०)-2016 दिनांक 26 नवम्बर 2024 के माध्यम से निर्देशित किया गया है कि प्रदेश में समस्त क्रय/निविदा प्रक्रिया जेम पोर्टल के माध्यम से सम्पादित की जानी है। तत्क्रम में जनपदीय कान्करेंट ऑडिटर का चयन जेम पोर्टल से किया जाना है, परन्तु जेम पोर्टल पर फाइनंसियल ऑडिट सेवा कटेगरी के अन्तर्गत कान्करेंट ऑडिट की सेवा उपलब्ध नहीं है। जिसके कारण शासनादेश संख्या-57/18-2-2024-97 (ल० उ०)-2016 दिनांक 26 नवम्बर 2024 के बिन्दु संख्या 13 में इंगित व्यवस्था "क्रेता को वांछित वस्तु/सेवा पोर्टल पर उपलब्ध न होने की स्थिति में क्रेता कस्टम/BOQ बिड (यदि जेम पोर्टल पर अनुज्ञप्त हो) के विकल्प का चयन कर सकते हैं। कस्टम/BOQ बिड सक्षम स्तर, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/ महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) से अनुमोदन लेने के उपरान्त ही पोर्टल पर फ्लोट की जायेगी। कस्टम/BOQ बिड प्रकाशित होने के 03 दिन के अन्दर बिड के प्रचार-प्रसार हेतु समाचार पत्रों में प्रेस विज्ञप्ति दी जाये तथा समाचार पत्रों में प्रकाशित प्रेस. विज्ञप्ति की प्रति तकनीकी मूल्यांकन के दौरान प्रस्तुत की जायेगी।" के अनुसार जनपदीय कान्करेंट ऑडिटर का चयन जेम पोर्टल से किया जाये। समाचार पत्रों में प्रेस विज्ञप्ति के बिल का भुगतान एफ०एम०आर० मद संख्या 194.54 (Concurrent Audit & other related expenditure) के अंतर्गत वित्तीय वर्ष 2025-26 में जनपदों को आवंटित बजट से SNA-स्पर्श पोर्टल पर उपलब्ध लिमिट से नियमानुसार किया जायेगा।

समस्त जनपदों में कान्करेंट ऑडिटर का चयन समयबद्ध तरीके से पूर्ण किये जाने एवं राज्य ऑडिट कमेटी की बैठक में अनुमोदन प्राप्त किये जाने के लिए जेम पोर्टल पर बिड प्रकाशन, तकनीकी मूल्यांकन एवं वित्तीय मूल्यांकन के लिए निम्नलिखित तिथियाँ निर्धारित की जा रही है :-

क्र०सं०	विवरण	तिथि	समय
1.	Bid Start Date / Time	10.11.2025	01.00 PM
2.	Bid End Date / Time	26.11.2025	01.00 PM
3.	Bid Opening Date / Time	26.11.2025	04.00 PM
4.	Technical Evaluation	05.12.2025	

उपरोक्त तालिका में इंगित दिनांक पर समयबद्ध तरीके से बिड से सम्बंधित कार्यवाही अनिवार्य रूप से पूर्ण करा ली जाये। यदि अपरिहार्य कारणों से उक्त दिनांक पर कार्यवाही नहीं पूर्ण की जा पाती है तो जनपद अगले कार्य दिवस पर स्वयं के स्तर से निर्णय लेकर कार्यवाही पूर्ण कर लें। अग्रेतर अवगत कराना है कि समस्त जनपदों को बिड अपलोड करने से पूर्व आर०एफ०पी० के पैरा संख्या 3.1 के बिन्दु संख्या 5 में Concurrent/Internal/Statutory Audit Experience की Value को भरना है, जिसे संलग्नक - 1 में दिया जा रहा है तथा पैरा संख्या 3.1 के बिन्दु संख्या 7 में Average Annual Financial Turnover को भरना है, जिसे संलग्नक - 2 में दिया जा रहा है।

उक्त के क्रम में वित्तीय वर्ष 2023-24 एवं 2024-25 हेतु जनपदीय कान्क्रेन्ट ऑडिटर का चयन किये जाने के लिए उक्त वर्षों की आर०एफ०पी० इस निर्देश के साथ आपको प्रेषित की जा रही है कि जेम पोर्टल पर उपरोक्त तालिका में इंगित तिथियों पर आवश्यक कार्यवाही करते हुए आर०एफ०पी० में दिये गये प्राविधानों के अनुसार एल 1 बिडर को चयन किये जाने की जिला ऑडिट कमेटी की संस्तुति अधोहस्ताक्षरी को प्रेषित करना सुनिश्चित करें, जिससे की राज्य ऑडिट कमेटी/अध्यक्ष राज्य ऑडिट कमेटी से जनपदीय कान्क्रेन्ट ऑडिटर के चयन पर अनुमोदन प्राप्त किया जा सकें।

संलग्नक-यथोक्त!

भवदीया,

(डा० पिकी जोवल)
मिशन निदेशक

पत्रांक:-526/एन०एच०एम०/एस०पी०एम०यू०/का.आडिट/2025-26/449-2 तद्विनांक 6

प्रतिलिपि:-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. अपर मुख्य सचिव, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तर प्रदेश शासन, लखनऊ।
2. महानिदेशक, चिकित्सा एवं स्वास्थ्य सेवायें, स्वास्थ्य भवन, उत्तर प्रदेश, लखनऊ।
3. महानिदेशक, परिवार कल्याण, परिवार कल्याण महानिदेशालय, उत्तर प्रदेश, लखनऊ।
4. समस्त मण्डलीय अपर निदेशक, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तर प्रदेश।
5. समस्त मण्डलीय कार्यक्रम प्रबंधक एवं मण्डलीय लेखा प्रबंधक, जिला कार्यक्रम प्रबन्धन इकाई कार्यालय, उत्तर प्रदेश।
6. समस्त जिला कार्यक्रम प्रबंधक एवं जिला लेखा प्रबंधक, जिला कार्यक्रम प्रबन्धन इकाई कार्यालय, उत्तर प्रदेश।

(बृजबिहारी कुशवाहा)
वित्त नियंत्रक, एन०एच०एम०

क्रम संख्या	जनपद का नाम	जनपद वार ब्लाकों की संख्या	जनपदवार वित्तीय वर्ष 2023-24 एवं 2024-25 का बजट/ Estimated बिड मूल्य	Concurrent / Internal/ Statutory Audit Experience के किसी एक प्रोजेक्ट का न्यूनतम मूल्य 80% of Estimated bid value	Concurrent / Internal/ Statutory Audit Experience के किसी दो प्रोजेक्ट का प्रति प्रोजेक्ट न्यूनतम मूल्य 50% of Estimated bid value	Concurrent / Internal/ Statutory Audit Experience के किसी तीन प्रोजेक्ट का प्रति प्रोजेक्ट न्यूनतम मूल्य 40% of Estimated bid value
1	2	3	4	5	6	7
1	आगरा	15	288000	230400	144000	115200
2	अलीगढ़	12	252000	201600	126000	100800
3	प्रयागराज	20	348000	278400	174000	139200
4	अम्बेडकरनगर	9	216000	172800	108000	86400
5	अमेठी	13	264000	211200	132000	105600
6	अमरोहा	6	180000	144000	90000	72000
7	औरैया	7	192000	153600	96000	76800
8	आजमगढ़	22	372000	297600	186000	148800
9	बागपत	6	180000	144000	90000	72000
10	बहराईच	14	276000	220800	138000	110400
11	बलिया	17	312000	249600	156000	124800
12	बलरामपुर	9	216000	172800	108000	86400
13	बौदा	8	204000	163200	102000	81600
14	बाराबंकी	15	288000	230400	144000	115200
15	बरेली	15	288000	230400	144000	115200
16	बस्ती	14	276000	220800	138000	110400
17	बिजनौर	11	240000	192000	120000	96000
18	बदायूँ	15	288000	230400	144000	115200
19	बुलन्द शहर	16	300000	240000	150000	120000
20	चन्दौली	9	216000	172800	108000	86400
21	छिन्नकूट	5	168000	134400	84000	67200
22	देवरिया	16	300000	240000	150000	120000
23	एटा	8	204000	163200	102000	81600

Signature

24	इटावा	8	204000	163200	102000	81600
25	अयोध्या	11	240000	192000	120000	96000
26	फर्रुखाबाद	7	192000	153600	96000	76800
27	फतेहपुर	13	264000	211200	132000	105600
28	फिरोजाबाद	9	216000	172800	108000	86400
29	जी०बी० नगर	4	156000	124800	78000	62400
30	गाजियाबाद	4	156000	124800	78000	62400
31	गाजीपुर	16	300000	240000	150000	120000
32	गोण्डा	16	300000	240000	150000	120000
33	गोरखपुर	19	336000	268800	168000	134400
34	हमीरपुर	7	192000	153600	96000	76800
35	हापुड	4	156000	124800	78000	62400
36	हरदोई	19	336000	268800	168000	134400
37	हाथरस	7	192000	153600	96000	76800
38	जालौन	9	216000	172800	108000	86400
39	जौनपुर	21	360000	288000	180000	144000
40	झांसी	8	204000	163200	102000	81600
41	कन्नौज	8	204000	163200	102000	81600
42	कानपुर देहात	10	228000	182400	114000	91200
43	कानपुर नगर	10	228000	182400	114000	91200
44	कासगंज	7	192000	153600	96000	76800
45	कौशाम्बी	8	204000	163200	102000	81600
46	कुशीनगर	14	276000	220800	138000	110400
47	लखीमपुर खीरी	15	288000	230400	144000	115200
48	ललितपुर	6	180000	144000	90000	72000
49	लखनऊ	8	204000	163200	102000	81600
50	महाराजगंज	12	252000	201600	126000	100800
51	महोबा	4	156000	124800	78000	62400
52	मैनपुरी	9	216000	172800	108000	86400
53	मथुरा	10	228000	182400	114000	91200
54	मउ	9	216000	172800	108000	86400
55	मेरठ	12	252000	201600	126000	100800
56	मिर्जापुर	12	252000	201600	126000	100800



57	मुरादाबाद	8	204000	163200	102000	81600
58	मुजफ्फरनगर	9	216000	172800	108000	86400
59	पीलीभीत	7	192000	153600	96000	76800
60	प्रतापगढ	17	312000	249600	156000	124800
61	रायबरेली	18	324000	259200	162000	129600
62	रामपुर	6	180000	144000	90000	72000
63	सहारनपुर	11	240000	192000	120000	96000
64	सम्भल	8	204000	163200	102000	81600
65	संत कबीरनगर	9	216000	172800	108000	86400
66	संत रविदास नगर	6	180000	144000	90000	72000
67	शाहजहाँपुर	15	288000	230400	144000	115200
68	शामली	5	168000	134400	84000	67200
69	सिद्धार्थनगर	14	276000	220800	138000	110400
70	सीतापुर	19	336000	268800	168000	134400
71	सोनभद्र	8	204000	163200	102000	81600
72	श्रावस्ती	5	168000	134400	84000	67200
73	सुल्तानपुर	13	264000	211200	132000	105600
74	उन्नाव	16	300000	240000	150000	120000
75	वाराणसी	8	204000	163200	102000	81600
	कुल योग	820	17940000	14352000	8970000	7176000

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क्रम संख्या	जनपद का नाम	जनपदवार वित्तीय वर्ष 2023-24 एवं 2024-25 का बजट/ Estimated बिड मूल्य	The minimum average annual financial turnover (30% of bid value) As per GEM guideline
1	आगरा	288000	86400
2	अलीगढ़	252000	75600
3	प्रयागराज	348000	104400
4	अम्बेडकरनगर	216000	64800
5	अमेठी	264000	79200
6	अमरोहा	180000	54000
7	औरैया	192000	57600
8	आजमगढ़	372000	111600
9	बागपत	180000	54000
10	बहराईच	276000	82800
11	बलिया	312000	93600
12	बलरामपुर	216000	64800
13	बौदा	204000	61200
14	बाराबंकी	288000	86400
15	बरेली	288000	86400
16	बस्ती	276000	82800
17	बिजनौर	240000	72000
18	बदायूं	288000	86400
19	बुलन्द शहर	300000	90000
20	चन्दौली	216000	64800
21	चित्रकूट	168000	50400
22	देवरिया	300000	90000
23	एटा	204000	61200
24	इटावा	204000	61200
25	अयोध्या	240000	72000
26	फर्रुखाबाद	192000	57600
27	फतेहपुर	264000	79200
28	फिरोजाबाद	216000	64800
29	जी०बी० नगर	156000	46800
30	गाजियाबाद	156000	46800
31	गाजीपुर	300000	90000
32	गोण्डा	300000	90000
33	गोरखपुर	336000	100800
34	हमीरपुर	192000	57600
35	हापुड	156000	46800

Vikas

		336000	100800
36	हरदोई	192000	57600
37	हाथरस	216000	64800
38	जालौन	360000	108000
39	जौनपुर	204000	61200
40	झांसी	204000	61200
41	कन्नौज	228000	68400
42	कानपुर देहात	228000	68400
43	कानपुर नगर	192000	57600
44	कासगंज	204000	61200
45	कौशाम्बी	276000	82800
46	कुशीनगर	288000	86400
47	लखीमपुर खीरी	180000	54000
48	ललितपुर	204000	61200
49	लखनऊ	252000	75600
50	महाराजगंज	156000	46800
51	महोबा	216000	64800
52	मैनपुरी	228000	68400
53	मथुरा	216000	64800
54	मउ	252000	75600
55	मेरठ	252000	75600
56	मिर्जापुर	204000	61200
57	मुरादाबाद	216000	64800
58	मुजफ्फरनगर	192000	57600
59	पीलीभीत	312000	93600
60	प्रतापगढ़	324000	97200
61	रायबरेली	180000	54000
62	रामपुर	240000	72000
63	सहारनपुर	204000	61200
64	सम्भल	216000	64800
65	संत कबीरनगर	180000	54000
66	संत रविदास नगर	288000	86400
67	शाहजहाँपुर	168000	50400
68	शामली	276000	82800
69	सिद्धार्थनगर	336000	100800
70	सीतापुर	204000	61200
71	सोनभद्र	168000	50400
72	श्रावस्ती	264000	79200
73	सुल्तानपुर	300000	90000
74	उन्नाव	204000	61200
75	वाराणसी	17940000	5382000
	कुल योग		

2/



राज्य कार्यक्रम प्रबन्धन इकाई
राष्ट्रीय ग्रामीण स्वास्थ्य मिशन, उ.प्र.
 विशाल कामप्लैक्स, 19-ए, विधान सभा मार्ग, लखनऊ
 फोन नं०- 0522-2236894

असिमइत्यपूर्ण / सरकार

पत्रांक एन०आर०एच०एम० / एस०पी०एम०यू० / कान्क.आडिट / 2012-13 / 174 /

दिनांक: जून २०, 2012

आदेश

भारत सरकार द्वारा उपलब्ध करायी गयी आपरेशनल गाइडलाइन्स फॉर फाइनेन्शियल मैनेजमेन्ट में वित्तीय वर्ष 2012-13 से राज्य स्तर के कान्क्रेन्ट आडिट हेतु State Audit Committee (SAC) तथा जनपद स्तर के कान्क्रेन्ट आडिट हेतु District Audit Committee (DAC) के गठन का प्रावधान किया गया है। भारत सरकार द्वारा कान्क्रेन्ट आडिट हेतु प्रस्तावित SAC एवं DAC में आंशिक संशोधन करते हुये राज्य स्वास्थ्य समिति की शासी निकाय द्वारा अपनी बैठक दिनांक 06.06.12 में निम्नलिखित यथासंशोधित SAC एवं DAC पर अनुमोदन प्रदान किया गया है :

State Audit Committee (SAC)

Person	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 (atleast one) - one representative from NDCP may be nominated by DG,MH	Member
Finance Controller, NRHM	Member-secretary

The SAC should function under overall guidance of Principal Secretary (Health) at the State level. The SAC should meet atleast 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.

राज्य स्तर पर गठित State Audit Committee के Functions निम्नवत् है।

- 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.

District Audit Committee (DAC)

Person	Designation in Committee
District Magistrate of concerned district	Chairman
Senior Finance & Accounts Officer/ Finance & Accounts Officer	Member
District Account Manager	Member
Representative from NDCP (atleast one) - one representative from NDCP (may be nominated by DG,MH)	Member
Chief Medical Officer	Member-Secretary

The DAC should function under the guidance of Director (Finance) (or Mission Director, where Director (Finance) is not available) at the state level. The DAC should meet at least 6 times in a year.

जनपद स्तर पर गठित District Audit Committee के Functions निम्नवत् है।

- Selection and appointment of District concurrent auditors (in concurrence with the State Audit Committee)
- Monitoring timely audits at the district level and timely submission of audit reports
- Discussing the key audit findings with district concurrent auditor and district accounts manager and suggest appropriate actions
- Monitoring whether adequate follow up action is being taken by the district accounts manager on the audit observations
- Monitor whether ATR has been prepared by the DAM/ CMO and given to the auditor and whether the same has been vetted and sent by the auditor within the requisite time limit
- Carrying out an assessment of the audits in case the auditors are being considered to be reappointed with intimation to SAC
- Renewal of the auditors' contracts with intimation to SAC

उपर्युक्त गठित State Audit Committee (SAC) तथा District Audit Committee (DAC) 'आपरेशनल गाइडलाइन्स फॉर फाइनेन्शियल मैनेजमेन्ट' में वर्णित कार्यों का निर्वहन यथावत करेगी।

(मुकेश कुमार भैश्राम)
मिशन निदेशक

पत्रांक एन0आर0एच0एम0/एस0पी0एम0यू0/आडिट/2010-11/174

तददिनांक

प्रतिलिपि : निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. मण्डलायुक्त, लखनऊ मण्डल।
2. समस्त जिलाधिकारी/अध्यक्ष, जिला स्वास्थ्य समिति, उ0प्र0।
3. महानिदेशक, चिकित्सा एवं स्वास्थ्य सेवायें, स्वास्थ्य भवन, लखनऊ को इस आशय के साथ प्रेषित कि राज्य तथा प्रत्येक जनपदीय आडिट कमेटी हेतु एन0डी0सी0पी0 से एक प्रतिनिधि को नामित करने का कष्ट करें।
4. महानिदेशक, परिवार कल्याण, परिवार कल्याण महानिदेशालय, लखनऊ।
5. समस्त मुख्य चिकित्साधिकारी, उत्तर प्रदेश।
6. समस्त महाप्रबन्धक/उपमहाप्रबन्धक तथा वित्त नियंत्रक, एस0पी0एम0यू0, एन0आर0एच0एम0, उ0प्र0।
7. समस्त वरिष्ठ वित्त एवं लेखाधिकारी/वित्त एवं लेखाधिकारी, कार्यालय मुख्य चिकित्साधिकारी, उ0प्र0।
8. समस्त मण्डलीय कार्यक्रम प्रबन्धन इकाई, एन0आर0एच0एम0, उ0प्र0।
9. जिला लेखा प्रबन्धक/जिला प्रबन्धक, समस्त जिला कार्यक्रम प्रबन्धन इकाई, एन0आर0एच0एम0, उ0प्र0।
10. निजी सचिव, प्रमुख सचिव को इस आशय से प्रेषित कि प्रमुख सचिव महोदय के अवलोकनार्थ प्रस्तुत करने का कष्ट करें।
11. गार्ड फाइल।

(संजय श्रीवास्तव)
महाप्रबन्धक (प्रशासन)

प्रेषक,

मनोज कुमार सिंह
मुख्य सचिव,
उ0प्र0 शासन।

सेवा में,

1. समस्त अपर मुख्य सचिव/प्रमुख सचिव/सचिव, उ0प्र0 शासन।
2. आयुक्त एवं निदेशक, उद्योग एवं उद्यम प्रोत्साहन उ0प्र0, कानपुर।
3. समस्त विभागाध्यक्ष, उ0प्र0।
4. समस्त मण्डलायुक्त, उ0प्र0।
5. समस्त जिलाधिकारी, उ0प्र0।

सूक्ष्म, लघु एवं मध्यम उद्यम अनुभाग2

लखनऊ: दिनांक: 26 नवम्बर, 2024

विषय : प्रदेश के शासकीय विभागों एवं उनके अधीनस्थ संस्थाओं में वस्तु/सेवाओं/आउटसोर्सिंग/मैनपावर के क्रय के लिये भारत सरकार द्वारा विकसित गवर्नमेंट-ई-मार्केटप्लेस, जेम (GeM) की व्यवस्था लागू किये जाने हेतु समेकित दिशा-निर्देश के संबंध में।

महोदय,

अवगत ही हैं कि प्रदेश के समस्त शासकीय विभागों व उनके अधीनस्थ संस्थाओं में सामग्री एवं सेवाओं के क्रय के लिये भारत सरकार द्वारा विकसित गवर्नमेंट ई-मार्केट प्लेस, जेम (GeM) की व्यवस्था को राज्य सरकार द्वारा शासनादेश संख्या-11/2017/523/18-02-2017-97(ल030)/2016, दिनांक 23 अगस्त 2017 द्वारा अंगीकृत किया गया है और इसके क्रियान्वयन हेतु शासनादेश संख्या-12/2017/540/8-2-2017-97(ल030)/2016, दिनांक 25 अगस्त 2017 व अन्य सुसंगत शासनादेशों द्वारा दिशा-निर्देश निर्गत किये गये हैं।

भारत सरकार द्वारा शासकीय विभागों के उपयोगार्थ वस्तु/सेवाओं की क्रय व्यवस्था हेतु भारत सरकार द्वारा ऑनलाइन प्लेट फार्म गवर्नमेंट-ई-मार्केटप्लेस, जेम (GeM) विकसित किया गया है। भारत सरकार द्वारा जेम को नेशनल पब्लिक प्रोक्योरमेंट पोर्टल के रूप में अनुमोदित किया गया है और इसे सामान्य वित्तीय नियम-(GFR-2017) द्वारा भारत सरकार के सभी विभागों हेतु बाध्यकारी बनाया गया है। इस प्लेटफार्म पर आपूर्तिकर्ताओं/विक्रेताओं के साथ विविध वस्तुओं की एक विस्तृत श्रृंखला उपलब्ध है। पोर्टल के उपयोग से शासकीय विभागों हेतु क्रय व्यवस्था को गुणवत्तापूर्ण पारदर्शी एवं मितव्ययी बनाया जाना संभव हुआ है।

भारत सरकार के सामान्य वित्तीय नियम (GRF-2017) के नियम-149 के अनुसरण में उत्तर प्रदेश सरकार और GeM के बीच एक समझौता ज्ञापन (MOU) दिनांक 09.10.2017 को निष्पादित किया गया जिसमें जेम के माध्यम से वस्तुओं और सेवाओं की सार्वजनिक खरीद को अनिवार्य किया गया है। लेकिन यह पाया जा रहा है कि वस्तुओं और सेवाओं के क्रय में निविदाओं का एक बड़ा हिस्सा क्रेताओं द्वारा अभी भी जेम के बाहर ई-टेंडरिंग पोर्टल के माध्यम से किया जा रहा है। राज्य सरकार द्वारा जेम से सम्बन्धित पहले कई शासनादेश निर्गत किये गये हैं, परन्तु जेम से क्रय हेतु कई शासनादेशों के होने के कारण कई बार प्रदेश के क्रेता विभागों में भ्रम की स्थिति बनी रहती है। अतः जेम पोर्टल पर वस्तु एवं सेवाओं के क्रय से सम्बन्धित समस्त शासनादेशों (संलग्न अनुलग्नक "अ" में वर्णित) को अवक्रमित करते हुये निम्नलिखित समेकित शासनादेश तत्काल प्रभाव से जारी किया जा रहा है। इस समेकित शासनादेश का क्रेता विभागों द्वारा जेम

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

खरीद हेतु अनुपालन सुनिश्चित किया जायेगा तथा उत्तर प्रदेश प्रोक्योरमेंट मैनुअल (प्रोक्योरमेंट आफ गुड्स)- 2016 से किसी भी विचलन की स्थिति में जेम से क्रय हेतु यही शासनादेश प्रभावी होगा-

1. जेम पोर्टल भारत सरकार के जी0एफ0आर0-2017/वस्तु और सेवाओं के लिए प्रोक्योरमेंट मैनुअल्स एवं जेम GTC (General Terms and Conditions) के अनुरूप संचालित होता है। इसलिए उत्तर प्रदेश में जेम पोर्टल से वस्तुओं और सेवाओं की खरीद के लिए भारत सरकार के जी0एफ0आर0-2017/प्रोक्योरमेंट मैनुअल्स एवं जेम GTC (General Terms and Conditions) के प्रावधानों का पालन सुनिश्चित करते हुए जेम पोर्टल पर अंगीकृत खरीद प्रक्रिया को अपनाया जायेगा।
2. जेम पोर्टल पर फॉरवर्ड नीलामी सेवा की सुविधा उपलब्ध है, जिसमें जेम पर पंजीकृत सरकारी संस्थाओं को अपनी वस्तुओं (संपत्तियाँ, स्ट्रैप वस्तु, ई-कचरा और बहुत कुछ) को बेचने या लीज पर देने की निःशुल्क सुविधा प्रदान की गयी है। इसलिए, वर्णित वस्तुओं के कुशल और पारदर्शी निपटान के लिए जेम पोर्टल पर उपलब्ध फॉरवर्ड नीलामी सेवा को लागू किया जाता है।

GeM पंजीकरण के लिए दिशा-निर्देश-

3. जेम पोर्टल के उपयोग हेतु सभी विभागों/संस्थाओं द्वारा प्राइमरी यूजर/सेकेण्डरी यूजर (बायर/कन्साइनी/डी0डी0ओ0) के रूप में कार्य करने के लिये अधिकारियों को पद नाम से प्राधिकृत करना आवश्यक है एवं साथ ही विभाग पंजीकरण हेतु जेम जी0टी0सी0 में उल्लिखित प्राविधानों के क्रम में प्राइमरी यूजर/सेकेण्डरी यूजर का निर्धारण कर पंजीयन की प्रक्रिया सुनिश्चित करेंगे। समस्त विभाग जेम पोर्टल GTC के नियम एवं शर्तों के आधार पर विभिन्न स्तर के अधिकारियों को आवश्यक अधिकार प्रतिनिधित्व करने हेतु आदेश निर्गत करेंगे।
4. सुगमता के लिए संक्षेप में पंजीकरण की प्रक्रिया पुनः निम्नवत स्पष्ट की जा रही है:-
 - i. समस्त विभागों के अपर मुख्य सचिव/प्रमुख सचिव द्वारा अपने अधीनस्थ विभागाध्यक्षों/ संस्थानों व स्वायत्तशासी संस्थाओं के प्रमुखों तथा उपक्रमों के मुख्य कार्यकारी अधिकारियों को प्राइमरी यूजर बनाये जाने के आदेश निर्गत किये जाने होंगे।
 - ii. तत्पश्चात् प्राइमरी यूजर द्वारा पोर्टल gem.gov.in पर sign up link पर जाकर स्वयं का पंजीकरण कराया जाएगा।
 - iii. प्राइमरी यूजर द्वारा डिपार्टमेंट के फील्ड में अपने प्रशासकीय विभाग का नाम भरा जाएगा। यदि प्रशासकीय विभाग का नाम उपलब्ध नहीं है, तो जेम पोर्टल पर सपोर्ट डेस्क को अवगत कराया जाए तथा उसकी एक प्रति इस विभाग को प्रेषित की जाएगी। तत्पश्चात् ओर्गेनाइजेशन के नाम में अपने विभाग अथवा संस्थान का नाम भरा जाएगा।
 - iv. प्राइमरी यूजर के जेम पर पंजीकरण हेतु निम्न सूचना की आवश्यकता होगी-
 - a. आधार नम्बर
 - b. आधार नम्बर से जुड़ा हुआ मोबाइल नम्बर
 - c. सरकारी ई0मेल0 आई-डी0 (nic.in/ gov.in)डोमेन पर(यह आई0डी0 यथासम्भव पद नाम से होना श्रेयस्कर है)।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

- v. एकरूपता के लिए विभागाध्यक्ष/संस्था प्रमुख द्वारा उक्त मेल आईडी0 का अकाउंटनेम/ यूजरनेम(@ से पूर्व का भाग) यूजर आईडी0 के रूप में रखा जाए।
- vi. शासकीय विभागों द्वारा किसी भी बैंक एकाउंट को व्यवहृत नहीं किया जाता है। अतः बैंक के विवरण की स्क्रीन को खाली छोड़ते हुए आगे की सूचनाएं पोर्टल पर भरी जाएं। शेष स्वायत्तशासी संस्थाओं तथा उपक्रमों द्वारा अपने बैंक विवरण को भरा जाए।
- vii. जब तक जेम पोर्टल का ट्रेजरी के साथ इण्टीग्रेशन किया जा रहा है, तब तक के लिए प्राइमरी यूजर्स द्वारा पेमेण्ट मेथड में शासकीय विभागों द्वारा Others तथा पुनः नीचे के कॉलम में Others को चयनित किया जाए। शेष स्वायत्तशासी संस्थाओं तथा उपक्रमों द्वारा इंटरनेट बैंकिंग का चयन किया जाए।
- viii. प्राइमरी यूजर्स के सत्यापन (Verifying) का कार्य, सत्यापन अधिकारी के रूप में प्रशासकीय विभाग के अपर मुख्य सचिव /प्रमुख सचिव/ सचिव द्वारा किया जाएगा।
- ix. प्राइमरी यूजर्स के पंजीकरण के उपरांत उनके द्वारा अपने अधीन कार्यालयों/ अधिकारियों(जहां भी वस्तु/सेवा के क्रय एवं भुगतान की कार्यवाही निष्पादित की जाती है) को सेकेण्डरी यूजर्स के रूप में क्रेता (बायर), आपूर्ति प्राप्तकर्ता (कंसाइनी) अथवा भुगतानकर्ता की भूमिका में पंजीकृत किया जायेगा।
- x. प्राइमरी यूजर्स द्वारा सेकेण्डरी यूजर्स के पंजीकरण हेतु उनके ईमेल (सरकारी) तथा मोबाइल नंबर (आधार पंजीकृत) की जानकारी होना आवश्यक है।
- xi. सेकेण्डरी यूजर्स के लिए भी एकरूपता के लिए ई-मेल के यूजर नेम/अकाउंटनेम (@ से पूर्व के अंश को) यूजर आईडी0 बनाया जा सकता है। उपरोक्तवत विभाग के अधिकारियों के प्राइमरी यूजर्स एवं सेकेण्डरी यूजर्स के पंजीकरण के उपरांत विभाग द्वारा जेम पोर्टल से क्रय की कार्यवाही की जा सकती है। क्रेता द्वारा वस्तु/सेवा की खरीद प्रक्रिया को प्रारम्भ करने से पूर्व सक्षम स्तर से आवश्यक अनुमोदन अवश्य प्राप्त किया जाएगा तथा खरीद हेतु समुचित धनराशि की उपलब्धता भी सुनिश्चित कर ली जायेगी।

वस्तु/सेवा/मैन पावर सेवा खरीद हेतु सामान्य दिशा निर्देश -

5. सभी वस्तुओं और सेवाओं की खरीद अनिवार्य रूप से जेम पोर्टल के माध्यम से ही की जानी है।
6. भारत सरकार के General Financial Rules-2017 के नियम 149 में निहित प्राविधानों के अन्तर्गत शासकीय विभागों द्वारा निम्नवत् व्यवस्था के अनुसार वस्तु एवं सेवाओं का क्रय किया जा सकता है-
 - i. **सीधे क्रय (Direct Purchase)-** ₹0 50,000 तक का क्रय जेम पोर्टल पर उपलब्ध किसी भी ऐसे आपूर्तिकर्ता से किया जा सकेगा जो आवश्यक गुणवत्ता, विशिष्टियां एवं आपूर्ति अवधि को संतुष्ट करता हो। सीधे क्रय के द्वारा ऑटोमोबाइल की खरीद बिना किसी अधिकतम सीमा के अनुमत है।
 - ii. **तुलनात्मक आधार पर एल-1 से क्रय (L1 Purchase by comparison)-** ₹0 50,000 से अधिक और ₹0 10,00,000/- तक का क्रय जेम पर उपलब्ध ऐसे आपूर्तिकर्ता से किया जा सकेगा जो उपलब्ध आपूर्तिकर्ताओं में से सबसे कम मूल्य की सामग्री ऑफर कर रहा हो परन्तु शर्त यह है कि कम से कम तीन ऐसे विक्रेताओं अथवा निर्माताओं के मूल्य की तुलना की जायेगी जो आवश्यक गुणवत्ता, विशिष्टियां एवं आपूर्ति अवधि को संतुष्ट करते हो। ₹0 10,00,000/- से कम की वस्तु एवं सेवाओं की खरीद भी जेम पर उपलब्ध ऑनलाईन बिडिंग रिवर्स ऑक्शन के टूल्स का उपयोग भी क्रेता विभाग द्वारा किया जा सकता है।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

- iii. **बिड/निविदा के माध्यम से क्रय-** ₹0 10,00,000/- से ऊपर के क्रय में अनिवार्य रूप से ऑनलाईन बिडिंग/रिवर्स ऑक्शन टूल का उपयोग कर उस विक्रेता से क्रय किया जा सकेगा जो आवश्यक गुणवत्ता, विशिष्टियां एवं आपूर्ति अवधि को संतुष्ट करते हुये सबसे कम मूल्य ऑफर करता है। बिडिंग एवं आर0ए0 (रिवर्स ऑक्शन टूल) के उपरान्त भी यदि क्रेता प्राप्त L-1 दर से संतुष्ट न हो, तो वह पोर्टल पर उपलब्ध प्राइस निगोसिएशन टूल का प्रयोग कर सकता है।

7. क्रेता द्वारा दस लाख से अधिक किसी भी वस्तु/सेवा के क्रय हेतु जेम पोर्टल पर उपलब्ध/प्रदर्शित Bid to RA का विकल्प अनिवार्य रूप से सम्मिलित किया जाएगा।

8. जेम बिडों में GeM GTC का उल्लंघन करने वाले किसी भी नियम व शर्तों को शामिल नहीं किया जाना चाहिए। यदि क्रेता GeM GTC के अतिरिक्त कोई अन्य नियम व शर्तें जोड़ना चाहता है तो उसे जेम की अतिरिक्त नियम व शर्तें (ATC) सुविधा का उपयोग करते हुए न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) के स्तर के प्राधिकारी से उचित अनुमोदन के साथ शामिल किया जा सकता है।

9. जी०एफ०आर० के नियमों के अनुसार क्रय की जाने वाली वस्तु/सेवाओं के मूल्य से क्रेता स्वयं संतुष्ट होगा। यथोचित मूल्य के निर्धारण (Reasonableness of Price) के लिये क्रेता जेम पोर्टल पर उपलब्ध विभिन्न प्रकार के फिल्टर तथा BAT उपकरण (Business Analytics Tool) जैसे- मूल्य का रुझान (Price Trends), जेम पोर्टल पर उस वस्तु का पिछला क्रय मूल्य, सम्बन्धित विभाग में उस वस्तु का पिछला क्रय मूल्य अथवा एम०आर०पी० (MRP) पर छूट इत्यादि का प्रयोग अनिवार्य रूप से किया जाना है।

10. जेम पोर्टल पर केवल मूल्य संदर्भ (price reference) के लिए जेम बिड लगाना और बिड खुलने के बाद जेम के बाहर मैन्युअल/ऑफलाइन क्रय आदेश जारी करना निषिद्ध हैं। यह GeM GTC खंड संख्या- 3 (B)(b)(IX) का उल्लंघन है। क्रेताओं को जेम पर आयोजित ई-बिड/रिवर्स नीलामी के परिणाम के आधार पर विक्रेता को सीधे कोई मैन्युअल/ऑफलाइन अनुबंध करने की अनुमति नहीं है। इसके अलावा क्रेता द्वारा प्रति नग वस्तु/सेवा की जेम बिड जारी करना तथा बिड खुलने के बाद विक्रेता से सीधे कुल मात्रा का मैन्युअल / ऑफलाइन अनुबंध करना भी निषिद्ध हैं।

11. खरीद प्रक्रिया के किसी भी चरण में किसी भी आपूर्तिकर्ता या सेवा प्रदाता द्वारा अनुबंध के उल्लंघन या जेम सामान्य नियम व शर्तों से विचलन के किसी भी मामले में जेम की प्रचलित इंसिडेंट प्रबंधन नीति लागू होगी। Incident management policy के तहत defaulter बिडर के खिलाफ कार्यवाही हेतु इंसिडेंट को क्रेता द्वारा initiate/escalate किया जाना चाहिए। जेम पोर्टल पर उपलब्ध incident management policy<https://assets-bg.gem.gov.in/resources/upload/shared_doc/im-policy-version-01_1713529595.pdf> को समय-समय पर जेम द्वारा अपडेट किया जाता है।

12. जेम पर उचित मूल्य पर गुणवत्तापूर्ण वस्तु एवं सेवाओं की उपलब्धता अधिकाधिक संतोषजनक आपूर्तिकर्ताओं के जेम पर पंजीकरण तथा उनके मध्य स्वस्थ प्रतिस्पर्धा से ही सम्भव है। अतः विभिन्न

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विभागों द्वारा वर्तमान में जिन आपूर्तिकर्ताओं से वस्तु एवं सेवाओं का क्रय किया जा रहा है उनका यथापेक्षित परीक्षण कराकर उन्हें जेम पोर्टल पर पंजीकरण हेतु MSME विभाग या जेम टीम को रेफर किया जा सकता है।

13. क्रेता को वांछित वस्तु/सेवा पोर्टल पर उपलब्ध न होने की स्थिति में क्रेता कस्टम/BOQ बिड (यदि जेम पोर्टल पर अनुज्ञप्त हो) के विकल्प का चयन कर सकते हैं। कस्टम/BOQ बिड सक्षम स्तर, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) से अनुमोदन लेने के उपरान्त ही पोर्टल पर फ्लोट की जायेगी। कस्टम /BOQ बिड प्रकाशित होने के 03 दिन के अन्दर बिड के प्रचार-प्रसार हेतु समाचार पत्रों में प्रेस विज्ञप्ति दी जाये तथा समाचार पत्रों में प्रकाशित प्रेस विज्ञप्ति की प्रति तकनीकी मूल्यांकन के दौरान प्रस्तुत की जायेगी। यदि जेम पोर्टल पर वस्तु/सेवा की कैटेगरी उपलब्ध होने के पश्चात भी क्रेता द्वारा कस्टम/BOQ बिड बनायी जाती है, तो ऐसी निविदाओं को प्रक्रिया के किसी भी चरण पर GeM द्वारा स्वतः निरस्त किया जायेगा तथा जिसके लिये सम्बन्धित क्रेता को उत्तरदायी मानते हुए उनके विरुद्ध कार्यवाही की जाये। जेम पर आवश्यक क्रय सम्भव न हो पाने के कारण अपरिहार्य स्थिति में जेम से बाहर क्रय एमएसएमई विभाग/जेम से परामर्श के उपरांत तथा उक्त सक्षम स्तर के अनुमोदन के साथ ही किया जा सकता है।

14. विभिन्न विभागों द्वारा सॉफ्टवेयर वेबसाइट /वेब पोर्टल/ सिक्योरिटी ऑडिट /मोबाइल एप विकसित करने के क्रय में आ रही समस्याओं के दृष्टिगत क्रेता विभाग UPTRON/UPDESCO/NICSI/UPELC/SRITON की सेवायें सीधे प्राप्त कर सकते हैं, परन्तु उक्त संस्थाओं द्वारा समस्त सेवाएँ अनिवार्य रूप से जेम पोर्टल के माध्यम से ही उपलब्ध करायी जायेंगी।

15. जेम पोर्टल से वस्तु एवं सेवाओं के क्रय हेतु सूक्ष्म लघु एवं मध्यम उद्यम अनुभाग-2 के पत्र संख्या-7/2020/151/18-2-2020-63(ल030)/2012 दिनांक 19.03.2020 के द्वारा जारी क्रय नीति-2020 के प्रस्तर-2 के अनुरूप प्रत्येक राज्य के विभाग या सार्वजनिक क्षेत्र के उपक्रम आदेश निर्गत होने की तिथि से अपने अधीन प्रस्तावित कुल वार्षिक सेवापूर्ति का न्यूनतम 25 प्रतिशत लक्ष्य उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु सेवा प्रदाताओं से आपूर्ति करने के उद्देश्य से निर्धारित करेंगे प्रदेश की सूक्ष्म एवं लघु सेवा प्रदाताओं हेतु आरक्षित इस 25 प्रतिशत में से 3 प्रतिशत महिला सेवा प्रदाताओं से, 4 प्रतिशत अनुसूचित जाति/अनुसूचित जनजाति के सेवा प्रदाताओं से एवं 5 प्रतिशत लक्ष्य ग्रीन प्रोक्योरमेंट के अनुसार पर्यावरणीय अनुकूल सेवा प्रदाताओं द्वारा क्रय/आपूर्ति हेतु निर्धारित किया जायेगा। निविदाओं के संबंध में प्राइसमैचिंग केविकल्प हेतु उक्त नीति के प्रस्तर-4 के अनुरूप यदि टेण्डर में एल-1 ऑफर देने वाली फर्म सूक्ष्म एवं लघु उद्यम से इतर है और किसी सूक्ष्म एवं लघु उद्यम के द्वारा एल-1 ऑफर के मूल्य के 15 प्रतिशत की सीमा तक अधिक मूल्य अंकित किया गया है, तो ऐसी दशा में यदि प्रदेश की एमएसएमई तकनीकी रूप से अर्ह है तो उक्त सूक्ष्म एवं लघु उद्यम (या एक से अधिक ऐसे उद्यमों की दशा में 15 प्रतिशत बैंड में स्थित सभी सूक्ष्म एवं लघु उद्यमों) को यह अधिकार होगा कि वे अपने मूल्य को एल-1 स्तर पर लाकर कुल निविदा मूल्य के 25 प्रतिशत तक आपूर्ति कर सकते हैं। ऐसी स्थिति में विभाग या अक्रम द्वारा अनुमति दी जायेगी तथा आपूर्ति भी सुनिश्चित की जायेगी। एक से अधिक सूक्ष्म एवं लघु उद्यमियों की दशा में उनसे ली जाने वाली आपूर्ति को उनके द्वारा

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निविदत मात्रा के आनुपातिक रूप में बांटा जायेगा। इस संबंध में सूक्ष्म एवं लघु उद्यम क्रय नीति 2020 की व्यवस्था एवं शर्तें यथा आवश्यकता लागू होंगी।

16. भारत सरकार के GFR पैरा 173 (xx) के अनुसार “प्रतिस्पर्धा की कमी केवल बिडों की संख्या के आधार पर निर्धारित नहीं की जाएगी। यहां तक कि जब केवल एक बिड प्रस्तुत की जाती है, तो भी प्रक्रिया को वैध माना जा सकता है बशर्ते निम्नलिखित शर्तें पूरी हों-

(क) खरीद का विज्ञापन संतोषजनक ढंग से किया गया तथा बिड प्रस्तुत करने के लिए पर्याप्त समय दिया गया।

(ख) योग्यता मानदंड अनावश्यक रूप से प्रतिबंधात्मक नहीं थे; और

(ग) प्राप्त कीमतें बाजार मूल्य की तुलना में उचित हैं।”

यदि बिड मूल्यांकन समिति पाती है कि उपरोक्त सभी पहलुओं का बिड में पूर्ण ध्यान रखा गया है, तो यह समिति केस को क्रय करने वाली इकाई से एक स्तर उच्चतर प्राधिकारी के पास औचित्य के साथ अनुमोदन हेतु प्रस्तुत करेगी। एक स्तर उच्चतर प्राधिकारी बिड को मेरिट के आधार पर निरीक्षण के उपरांत निर्णय लेगा कि बिड की वित्तीय निविदा खोली जानी चाहिए या बिड पुनः आमंत्रित किया जाना चाहिए। पर यदि बिड मूल्यांकन समिति पाती है कि उपरोक्त सभी पहलुओं का बिड में पूर्ण ध्यान नहीं रखा गया है तो बिड को पुनः आमंत्रित किया जाना चाहिए।

17. जेम के सामान्य नियम व शर्तों में इंगित है कि अनुबन्ध (contract) क्रेता व वस्तु/सेवा प्रदाता के बीच है। यदि किसी कान्ट्रैक्ट के प्रचलित रहते हुए अन्य किसी प्रकरण में वस्तु/सेवा प्रदाता के विरुद्ध डिलिस्टिंग की कार्यवाही अमल में लायी जाती है, तो इस सूचना के आधार पर अन्य क्रेता अपने स्वविवेक से अपना कान्ट्रैक्ट जारी रखने या समाप्त करने का निर्णय ले सकता है, परन्तु अन्य प्रचलित कान्ट्रैक्ट स्वतः समाप्त नहीं होंगे।

18. यदि किसी वस्तु/सेवा प्रदाता कम्पनी की निविदा तकनीकी रूप से अर्ह नहीं है तो इसे निरस्त करते समय स्पष्ट कारण (Speaking Reason) अंकित किया जाना चाहिये तथा वस्तु/सेवा प्रदाता को अपना पक्ष रखने के लिये अनुमन्य समय प्रदान करते हुये उनकी जिज्ञासा का समाधान भी किया जाना चाहिये। बिना स्पष्ट कारण बताये सेवाप्रदाताओं की निविदाये तकनीकी रूप से निरस्त नहीं की जानी चाहिये। क्रेता द्वारा निविदा में प्रतिभाग करने वाली इकाईयों की जांच इस दृष्टिकोण से भी की जानी चाहिये कि प्रतिभाग करने वाली इकाईया कहीं एक ही व्यक्ति की तो नहीं हैं।

19. वर्तमान में ब्लैकलिस्टेड/डिबार कम्पनी के अतिरिक्त अन्य किसी भी कंपनी को निविदा में प्रतिभाग करने पर कोई रोक नहीं है। पूर्व में ब्लैकलिस्टेड/डिबार हो चुकी ऐसी कंपनियां जिनकी ब्लैकलिस्टिंग/डिबार अवधि समाप्त हो चुकी है अथवा जिनके पक्ष में मा0 उच्च न्यायालय/उच्चतम न्यायालय द्वारा स्थगन आदेश दिया गया हो, ऐसी समस्त कम्पनियां निविदा में प्रतिभाग कर सकती हैं।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

20. निविदाओं में अवांछित प्रपत्र न मांगे जाये और न ही अनावश्यक प्रतिबंधात्मक नई शर्त लगाकर सेवा प्रदाताओं की निविदायें निरस्त की जाये। क्रेता द्वारा बिड बनाने से पूर्व जेम पोर्टल पर उपलब्ध सम्बन्धित ATC (Additional Terms and Conditions) का भली-भांति अध्ययन कर लेना चाहिये, जिससे अनावश्यक शर्तें, जो वस्तु अथवा सेवा के क्षेत्र में अनुमन्य नहीं हैं, न लगायी जायें। जेम ऑनलाइन पोर्टल है। अतः जेम बिड में किसी भी प्रकार के मैनुअल डॉक्यूमेंट/प्रपत्र क्रेता द्वारा नहीं मांगे जाएंगे। निविदा का निर्धारण बिडर द्वारा केवल मूल ऑनलाइन प्रस्ताव में दिए गए डॉक्यूमेंट/प्रपत्र /विवरण से ही किया जाना सुनिश्चित किया जाए।

21. जेम पोर्टल पर बिड/निविदा पूर्ण हो जाने पर निविदा को बिना किसी ठोस कारण के निरस्त नहीं किया जाना चाहिए। यदि किसी कारणवश बिड निरस्त करना आवश्यक हो तो सक्षम अधिकारी, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) से अनुमोदन प्राप्त करने के पश्चात् ही बिड निरस्त की जानी चाहिए। इसके साथ-साथ अवांछनीय परिस्थितियों में एवं बिना किसी ठोस कारण के बार-बार निविदा तिथि न बढ़ाई जाए तथा निर्धारित अवधि में ही निविदा प्रक्रिया का निष्पादन सुनिश्चित किया जाए। भारत सरकार के प्रोक्योरमेंट मैनुअल/जीएफआर/ जेम जीटीसी(पैरा 7.6.1) के अनुपालन में जेम बिड की वैधता अवधि समाप्त होने से पहले सफल बिडर को जेम अनुबंध निर्गत होना सुनिश्चित किया जाना है। L 1 प्रस्ताव के विथड्रॉ करने पर पुनः निविदा जारी की जायेगी एवं संबंधित फर्म पर नियमानुसार कार्यवाही भी क्रेता द्वारा सुनिश्चित की जायेगी। जेम पोर्टल पर सभी क्रय प्रक्रिया ऑनलाइन होने के कारण, सक्षम प्राधिकारी द्वारा निविदा स्वीकृति के दो कार्यदिवसों के अंतर्गत जेम अनुबंध जारी किया जाना चाहिए।

22. जेम पोर्टल की शर्तों के अनुसार वस्तु/सेवाओं की आपूर्ति के 48 घंटे के अन्दर Provisional Receipt Certificate (PRC), आपूर्ति के दिनांक से 10 दिन के अन्दर संतोषजनक आपूर्ति के प्रमाणपत्र Consignee's Receipt and Acceptance Certificate (CRAC) तथा उसके पश्चात् निर्धारित 10 दिन की समयावधि में भुगतान सुनिश्चित किया जायेगा।

23. भारत सरकार के जीएफआर-2017 के पैरा 192 के अनुसार QCBS पद्धति का उपयोग कंसल्टेंसी सेवाओं की खरीद हेतु किया जा सकता है। नॉन कंसल्टेंसी सेवाओं की खरीद हेतु QCBS पद्धति का उपयोग सामान्य रूप से नहीं किया जाना चाहिए। किसी अपरिहार्य आवश्यकता पर नॉन कंसल्टेंसी सेवाओं के क्रय हेतु QCBS पद्धति का प्रयोग भारत सरकार/वित्त मंत्रालय के OM NO.F.1/1/2021-PPD दिनांक 29.10.2021 में उल्लिखित QCBS संबंधी प्रावधानों का अनिवार्य रूप से पालन करते हुए MSME विभाग से परामर्श प्राप्त करने के उपरांत ही किया जा सकता है।

24. जेम पोर्टल पर विस्तृत FAQ, CHATBOT, LEARNING MANAGEMENT SYSTEM (LMS) मॉड्यूल, क्रय प्रक्रिया से सम्बन्धित वीडियो तथा अन्य प्रशिक्षण वस्तु उपलब्ध है, जिससे क्रेता, विक्रेता एवं सेवाप्रदाता पोर्टल पर क्रय-विक्रय की प्रक्रिया तथा पंजीकरण आदि से सम्बन्धित जानकारी प्राप्त कर सकते हैं। पोर्टल पर प्रशिक्षण हेतु निरन्तर ही ऑनलाइन प्रशिक्षण कार्यक्रम संचालित होते हैं जिसकी तिथि पूर्व से ही

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

पोर्टल पर प्रदर्शित होती रहती है। कोई भी क्रेता/विक्रेता प्रशिक्षण हेतु स्वयं पंजीकरण कर ऑनलाइन प्रशिक्षण प्राप्त कर सकता है।

25. जेम सेल/जेम पी0एम0यू0 टीम के द्वारा जेम पोर्टल पर क्रेता को शासकीय क्रय में आ रही समस्याओं के निस्तारण करवाने में सहायता की जायेगी, परन्तु बिड बनाते समय ए0टी0सी0 की शर्तों और तकनीकी Specifications का निर्धारण करने के लिये पूर्ण रूप से क्रेता विभाग ही उत्तरदायी है। जब भी कोई जेम बिड फ्लोट की जाती है तो बिड का तकनीकी मूल्यांकन करना या अन्य निर्णय लेने की प्रक्रिया में क्रेता विभाग ही पूर्ण रूप से उत्तरदायी होगा।

26. जनपद स्तर पर विभागों में वस्तु एवं सेवाओं के क्रय हेतु जेम पोर्टल पर आ रही कठिनाईयों के निराकरण हेतु सम्बन्धित जनपद के उपायुक्त उद्योग, जिला उद्योग एवं उद्यम प्रोत्साहन केन्द्र, नोडल अधिकारी होंगे तथा इसी प्रकार मण्डल स्तर पर अपर/संयुक्त आयुक्त उद्योग जेम पोर्टल पर वस्तु/सेवाओं के क्रय में आ रही कठिनाईयों के निराकरण हेतु नोडल अधिकारी नामित होंगे। सम्बन्धित जनपदीय नोडल अधिकारी सम्बन्धित जनपदीय जिलाधिकारियों एवं सम्बन्धित मण्डलीय अधिकारी सम्बन्धित मण्डलायुक्तों को समय-समय पर वस्तुस्थिति से अवगत करायेंगे।

27. उ०प्र० सूक्ष्म, लघु एवं मध्यम अनुभाग2 द्वारा जारी शासनादेश संख्या-53/2023/1681-311/18-2-12(एस0पी0)/2010 दिनांक 20 अक्टूबर 2023, जो समस्त जिलाधिकारी उ०प्र० को सम्बोधित है, जिसमें सरकारी विभागों एवं संस्थाओं को उ०प्र० सरकार द्वारा वित्त पोषित एवं प्रमाणित संस्थाओं से ही वस्त्रों के क्रय को जेम पोर्टल के माध्यम किया जाना अनिवार्य किया गया है, इसे सुनिश्चित किया जाए।

28. भारत सरकार के वस्तु प्रोक्योरमेंट मैनुअल - 2022 के पैरा 2.2.1(X) के नियमों के अनुसार क्रेता, बिड के तकनीकी/वित्तीय मूल्यांकन हेतु बिडर्स से सैंपल (Sample) की मांग नहीं कर सकता एवं इसमें विशिष्ट परिस्थितियों में ही क्रय आदेश के जारी होने के उपरान्त एडवांस सैंपल के अनुमोदन की अनुमति प्रदान की गई है। अतः क्रेता भारत सरकार के वस्तु प्रोक्योरमेंट मैनुअल के पैरा 2.2.1(X) में उल्लिखित प्रावधानों का संज्ञान लेते हुए ही सैंपल संबंधी कार्यवाई सुनिश्चित करेंगे।

29. प्रदेश के समस्त शासकीय विभागों एवं उनके अधीनस्थ संस्थाओं, उपक्रमों, निगमों आदि में जेम पोर्टल के सुगम कार्यान्वयन एवं समय-समय पर ट्रेनिंग हेतु समस्त विभाग न्यूनतम विशेष सचिव स्तर के नोडल अधिकारी नामित करेंगे एवं सूचना msmesec2@gmail.com एवं gemcellup@gmail.com को प्रेषित करेंगे।

मैनपावर आउटसोर्सिंग सेवाओं के क्रय हेतु विशेष दिशा-निर्देश-

30. किसी सेवा प्रदाता द्वारा सम्भावित कार्मिक से किसी भी प्रकार की धनराशि लेना पूर्णतः वर्जित है। सेवा में रखे जाने के बाद समय से एवं पूर्ण भुगतान न करने के सम्बन्ध में क्रेता विभाग को सेवा प्रदाता के विरुद्ध कोई भी शिकायत प्राप्त होने पर जेम पोर्टल की Incident management Policy के तहत सेवा प्रदाता के विरुद्ध समुचित कार्यवाही की जाएगी ।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है ।

31. आउटसोर्सिंग के माध्यम से सेवायोजित होने के उपरान्त किसी कर्मों को सेवा प्रदाता स्वमेव बदल नहीं सकता। अनुशासनहीनता तथा दण्डनीय अपराध आदि की स्थिति में क्रेता विभाग की सहमति के पश्चात ही चयनित/कार्यरत कर्मचारियों को सेवा प्रदाता द्वारा हटाया जा सकेगा। किसी भी अनियमितता को रोकने के लिए सेवा प्रदाता द्वारा अभ्यर्थियों का चयन अनिवार्य रूप से सेवा योजन पोर्टल के माध्यम से किया जायेगा।

32. जेम के माध्यम से ही आउटसोर्सिंग कर्मों लेने की अनिवार्यता किये जाने से वर्तमान में कार्य कर रहे कर्मियों की निरन्तरता बाधित नहीं की जायेगी। वर्तमान में कार्य कर रहे आउटसोर्स कर्मियों को ही जेम पोर्टल द्वारा चयनित सेवा प्रदाताओं द्वारा रखा जायेगा। इस हेतु कार्यरत कर्मचारियों की सेवा के सम्बन्ध में संतुष्ट प्रमाण पत्र क्रेता विभाग द्वारा सेवाप्रदाता को उपलब्ध कराया जायेगा। केवल नवीन कर्मियों का चयन सेवायोजन पोर्टल से ही अनिवार्य रूप से किया जायेगा।

33. कार्मिकों को विलम्ब से भुगतान को रोकने के लिये क्रेता विभाग द्वारा आउटसोर्सिंग एजेन्सी को उपलब्ध करायी गयी धनराशि पर जेम पोर्टल के मैनेपावर एस0एल0ए0 (Service Level Agreement) एवं प्रश्नगत GeM बिड शर्तों में उल्लिखित प्रावधानों के अनुसार क्रेता द्वारा पेनाल्टी लगाई जायेंगी।

34. अभ्यर्थियों की तैनाती के लिये सेवायोजन विभाग द्वारा तैयार किये गये पोर्टल से कैंडीडेट्स को वरिष्ठता क्रम में अन्तर्गत चयन किये जाने हेतु सेवा प्रदाता से विभागों द्वारा कर्मियों की मांग के अनुसार यथा एक कर्मों के लिये पोर्टल से पाँच आवेदनकर्ताओं तथा 2 या 02 से अधिक कर्मियों की मांग पर तीन गुना परन्तु न्यूनतम दस आवेदनकर्ताओं में से चयन किया जायेगा। सेवाप्रदाता द्वारा एक पारदर्शी व्यवस्था बनाकर उनकी क्षमता, योग्यता पर मूल्यांकन करते हुये चयन किया जायेगा जिसमें क्रेता विभाग की भागीदारी सुनिश्चित की जायेगी। जेम पोर्टल से मैनेपावर आउटसोर्सिंग के क्रय हेतु सेवा प्रदाता के चयन के उपरान्त कार्मिकों को उपलब्ध कराने हेतु कार्मिक विभाग एवं श्रम विभाग के सेवायोजन पोर्टल से सम्बन्धित नवीनतम शासनादेश के क्रम में सेवाप्रदाता कार्यवाही करेंगे और क्रेता विभाग द्वारा उक्त शासनादेश का अनुपालन सुनिश्चित किया जायेगा। मैनेपावर आउटसोर्सिंग सेवाओं के क्रय हेतु उपर्युक्त सभी विशेष दिशानिर्देशों को बिड बनाते समय क्रेता विभाग द्वारा अनिवार्य रूप से सम्मिलित किया जायेगा। यदि किसी क्रेता द्वारा मैनेपावर आउटसोर्सिंग सेवाओं के क्रय हेतु किसी विशेष शर्त की आवश्यकता अनुभव की जाती है तो क्रेता द्वारा ऐसी सभी विशेष शर्तों को सक्षम स्तर, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) से अनुमोदनोपरान्त buyer added Bid ATC में सम्मिलित किया जा सकता है।

वस्तु/सेवा/मैनेपावर सेवा खरीद हेतु अन्य दिशा-निर्देश-

35. किसी भी विभाग द्वारा किसी गुणवत्ता पूर्ण सेवा के लिये कार्मिकों की शैक्षणिक एवं अन्य अर्हताओं का निर्धारण सम्बन्धित विभाग द्वारा किया जायेगा तथा कार्मिकों को कितना मानदेय देय होगा, इसका निर्णय सम्बन्धित विभाग, विभिन्न सुसंगत वित्तीय नियमों के अनुरूप एवं श्रम विभाग के न्यूनतम वेजेज तथा बोनस (यदि देय) के अनुसार करेगा, जो कि वर्तमान में कार्मिकों को प्राप्त हो रहे मानदेय से कम अनुमन्य नहीं होगा। श्रम संविदा नियमावली, साप्ताहिक, राजकीय, मातृत्व आदि अवकाश एवं कार्य के घण्टे जैसे नियमों का

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

अनुपालन कराने की जिम्मेदारी क्रेता विभाग की होगी। सेवा प्रदाता द्वारा कार्मिकों के ई0पी0एफ0 व ई0एस0आई0 आदि की कटौतियाँ नियमानुसार की जायेंगी। क्रेता विभाग द्वारा इसका अनुपालन सुनिश्चित कराया जायेगा।

उक्त के सम्बन्ध में सेवा प्रदाताओं द्वारा नियमित कटौतियाँ कर सम्बन्धित विभाग में जमा की जा रही हैं, इसका पर्यवेक्षण सम्बन्धित क्रेता विभाग द्वारा किया जायेगा। यदि सेवा प्रदाता द्वारा एक माह तक कटौतियाँ नहीं की जाती हैं तो सेवा प्रदाता को सचेत करते हुये कटौतियाँ सुनिश्चित करायी जायेगी। इसके पश्चात भी यदि सेवा प्रदाता द्वारा ई0पी0एफ0 व ई0एस0आई0 आदि की कटौतियाँ नियमानुसार नहीं की जाती हैं तो सम्बन्धित सेवा प्रदाता पर क्रेता विभाग द्वारा जेम पोर्टल के नियमो/ Incident management Policy के तहत कार्यवाही की जायेगी।

36. सेवा प्रदाता द्वारा EPF, ESI & GST आदि की कटौती प्रश्नगत जेम क्रयादेश तथा सर्विस लेवल एग्रीमेंट (SLA) के अनुसार की जायेगी एवं क्रेता विभाग द्वारा इसका अनुपालन सुनिश्चित कराया जायेगा।

37. मिनिमम वेज पर आधारित मैनपावर आउटसोर्सिंग सेवा की GeM बिड हेतु सेवाप्रदाता के लिये अर्ह न्यूनतम सेवा शुल्क (Service Charge) भारत सरकार के वित्त मंत्रालय के OM No. F.6/1/2023-PPD दिनांक 06.01.2023 द्वारा 3.85% निर्धारित किया गया है, जिसमें 3% लाभ एवं 0.85% ट्रांज़ैक्शन शुल्क, जो वर्तमान में प्रचलित हैं। अपरिहार्य आवश्यक कारणों के अंतर्गत क्रेता विभाग सेवा शुल्क को 3.85% से अधिक, पर अधिकतम 7% तक, MSME विभाग से परामर्श के उपरान्त ही निर्धारित कर सकता है।

38. GeM GTC के पैरा 8 (i) के अनुसार, GeM पर वस्तुओं/सेवाओं के लिए प्रस्तावित मूल्य सर्वसमावेशी आधार पर होगा, अर्थात् इसमें सभी कर, शुल्क, स्थानीय शुल्क/परिवहन/लोडिंग/अनलोडिंग शुल्क आदि शामिल होंगे। इसलिए, GeM खरीद आदेश में उल्लिखित कुल मूल्य के अलावा कोई अतिरिक्त भुगतान नहीं किया जाना चाहिए, जब तक कि जेम बिड एवं क्रय आदेश में क्रेता ATC द्वारा इस सम्बन्ध में विशेष रूप से निर्दिष्ट न किया गया हो। जेम पोर्टल पर जारी होने वाले सभी क्रय आदेशों में कुल अनुबंध मूल्य को निकालने का फार्मूला वर्णित होता है। इसके साथ-साथ प्रत्येक वस्तु /सेवा के SLA पर भी यह फार्मूला वर्णित होता है। जैसेकि जेम पोर्टल पर मैनपावर हायरिंग (under Minimum wages) हेतु कुल अनुबंध मूल्य का सर्वसमावेशी फार्मूला निम्नलिखित दिया गया है, जिसमें GST, सर्विस चार्ज इत्यादि सभी सम्मिलित हैं-

Cumulative Cost (Daily):

$$“d” = “bp” + “esi” + “pf” + “edli” + “bonus” + “admin” + “nm1” + “nm2” + “nm3”$$

जहाँ,

“d” = संचयी लागत (दैनिक)

“bp” = मूल दैनिक वेतन (INR) जीएसटी को छोड़कर

“pf” = प्रोविडेंट फंड (INR दैनिक)

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

“edli” = EDLI (INR दैनिक)

“esi” = ESI (INR दैनिक)

“bonus” = बोनस (INR दैनिक)

“admin” = EPF एडमिन चार्ज (INR दैनिक)

“nm1” = वैकल्पिक भत्ता 1 (INR दैनिक)

“nm2” = वैकल्पिक भत्ता 2 (INR दैनिक)

“nm3” = वैकल्पिक भत्ता 3 (INR दैनिक)

Total Cost- :

$$“tcv” = (d * nd + “oth” * “otr”) * (1.18 + sc / 100) * t * q$$

जहाँ,

“tcv” = कुल अनुबंध मूल्य

“d” = संचयी लागत (दैनिक)

“sc” = सेवा प्रदाता द्वारा उद्धृत प्रतिशत में सेवा शुल्क

* फैक्टर 1.18 - सेवा प्रदाता द्वारा प्रदान की गई सेवाओं पर 18% जीएसटी

“nd” = एक महीने में कार्य दिवसों की संख्या

“t” = अवधि जिसके लिए सेवा की आवश्यकता है (महीनों की संख्या में)

“q” = मात्रा (खरीदार द्वारा आवश्यक संसाधनों की संख्या)

“oth” = प्रति संसाधन प्रति माह ओवरटाइम घंटों की अनुमानित संख्या

“otr” = ओवरटाइम घंटों के लिए प्रति संसाधन प्रति घंटे पारिश्रमिक (सभी लागू भत्ते आदि सहित और जीएसटी को छोड़कर)

प्रायः यह पाया गया है कि सेवा प्रदाता फर्मों द्वारा कार्यरत मैनेपावर का अपूर्ण विवरण भुगतान बिलों के साथ दिया जाता है, जिससे बिल भुगतान में बिलम्ब होता है। अतः सेवा प्रदाता फर्में क्रय आदेशानुसार अपने भुगतान बिलों के साथ कार्यरत मैनेपावर का विवरण निम्नलिखित प्रारूप में प्रस्तुत कर सकते हैं

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- 1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।
 - 2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

बिल का माह.....

जेम अनुबंध संख्या....

क्र0सं0	कार्मिक का नाम	आधार/ रजिस्ट्रेशन न.	कुल मासिक कार्यदिवसों की संख्या	उपस्थित कार्यदिवसों की संख्या	अनुपस्थित कार्यदिवसों की संख्या	वेज दर /दिवस	कुल अर्जित पारिश्रमिक	रिमार्क

कंसाइनी/क्रेता उपरोक्त विवरण की जांच सम्बंधित जेम अनुबंध से करते हुए ही केस को भुगतान हेतु अग्रेषित करेंगे।

39. यदि अनुबंधों में कार्मिक और सामग्री दोनों की आपूर्ति सम्मिलित करने की आवश्यकता है उदाहरण के लिए सफाई अनुबंध आदि। ऐसी स्थिति में क्रेता द्वारा जेम बिड में ही कार्मिक के विवरण के साथ-साथ अनुबंध अवधि में आवश्यक कुल सामग्री की मात्रा पूर्ण तकनीकी विनिर्देशों के साथ सम्मिलित किया जाना सुनिश्चित किया जाएगा ताकि अनुबंध के बाद किसी भी प्रकार के विवाद से बचा जा सके तथा गुणवत्तापरक सेवा की प्राप्ति सुनिश्चित हो सके। सेवा प्राप्तकर्ता (consignee)/क्रेता द्वारा GeM अनुबंध के अनुसार आपूर्ति की गई सामग्री का निरीक्षण करना होगा और तदनुसार ही बिल स्वीकृत करना होगा। सामग्री में किसी भी कमी या अनुबंध के अनुसार सामग्री न होने की स्थिति में उसे अस्वीकार कर दिया जाएगा और प्रस्तुत बिल में अनुबंधानुसार निर्धारित कटौती की जाएगी।

40. संबंधित विभाग सेवा की आवश्यकतानुसार यह सुनिश्चित करेंगे कि वर्तमान में चल रहे अनुबंध समाप्त होने के कम से कम तीन माह पूर्व ही मैनपावर सेवा क्रय की जेम पोर्टल पर प्रक्रिया प्रारम्भ कर देंगे, ताकि शासकीय कार्य में व्यवधान उत्पन्न न हो। अपरिहार्य स्थितियों में जेम पोर्टल पर क्रय आदेश निर्गत न होने की स्थिति में क्रेता विभाग द्वारा वर्तमान में चल रहे अनुबंधों में छः माह तक का विस्तार किया जा सकता है एवं इसका अनुमोदन एक स्तर उच्चतर प्राधिकारी से प्राप्त किया जायेगा।

41. मैनपावर आउटसोर्सिंग के लिये सेवाप्रदाताओं के चयन हेतु बेहतर निगरानी, निश्चितता एवं सहूलियत के लिए अपरिहार्य स्थितियों में एक या एक से अधिक क्रय क्लस्टर गठित करने के संबंध में निर्णय प्रशासकीय विभाग(शासन स्तर) द्वारा लिया जायेगा। क्लस्टर निर्धारित होने के उपरान्त विभाग द्वारा आवश्यकता को छोटे-छोटे टुकड़ों में विभाजित नहीं किया जाएगा।

42. विभागीय प्रमुख यह सुनिश्चित करें कि कर्मचारी की उपस्थिति उसी माह के अगले कार्य दिवस को ई मेल द्वारा सेवा प्रदाता को उपलब्ध करा दी जाए। कर्मचारी का मानदेय सेवा प्रदाता द्वारा उपस्थिति के 04 से 06 कार्य दिवसों के अन्दर दे दिया जाए तथा पी.एफ. का भुगतान प्रत्येक माह की 14 तारीख तक कर दिया जाए एवं ई.एस.आई. आदि की धनराशि सेवा प्रदाता द्वारा जमा करा दी जाए। इसके दृष्टिगत विभागीय

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

अधिकारी सम्बन्धित धनराशि का भुगतान 30 कार्य दिवसों के अन्दर सेवा प्रदाता को अवश्य कर दें। मानदेय भुगतान में विलम्ब होने पर सेवा प्रदाता पर जेम नीति के अनुसार अर्थदण्ड लगाया जा सकेगा।

वस्तु/सेवा/मैनपावर सेवा खरीद हेतु EMD, ePBG एवं अन्य अर्हताओं से सम्बंधित दिशा-निर्देश

43. सूक्ष्म एवं लघु इकाईयाँ जो नियमानुसार पंजीकृत हैं तथा वे स्टार्ट अप्स इकाईयाँ जो औद्योगिकी नीति एवं प्रोत्साहन विभाग, भारत सरकार द्वारा मान्यता प्राप्त हैं, उन्हीं इकाईयों को ई0एम0डी0 से छूट दी जानी चाहिये। उक्त के अतिरिक्त जेम जी0टी0सी0 (सामान्य नियम एवं शर्तों) में उल्लिखित प्राविधानों के अनुरूप इकाईयों को भी ई0एम0डी0 से छूट प्रदान की जायेगी। वर्तमान में जेम जी0टी0सी0 के अनुसार ₹ 5 लाख से अधिक अनुमानित मूल्य की बिड पर अनुमानित मूल्य के 1% की दर से ई0एम0डी0/बिड सिक्योरिटी ली जा सकती है। विशेष एवं आवश्यक स्थिति में क्रेता के पास बिड के अनुमानित मूल्य का 0.5% से 05% के बीच ई0एम0डी0/बिड सिक्योरिटी राशि का चयन करने का विकल्प भी है, जिसे सक्षम स्तर, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाईयों के लिए) से अनुमोदनोपरान्त बिड में सम्मिलित किया जा सकता है। मौद्रिक सीमा में परिवर्तन की स्थिति में जेम जीटीसी में प्रचलित प्राविधानों के अनुसार ही ई0एम0डी0/बिड सिक्योरिटी राशि ली जानी है एवं इस संबंध में कार्यवाही की जानी है। जेम जीटीसी पैरा 4 (XIII)(P) के अनुपालन में असफल बिडर की EMD, GeM अनुबंध जारी होने या बिड वैधता की समाप्ति के 30 दिनों के अन्दर, जो भी पहले हो, वापस किया जाना सुनिश्चित किया जायेगा। हालाँकि, दो पैकेट या दो चरण की बोली के मामले में, पहले चरण यानी तकनीकी मूल्यांकन के दौरान असफल बिडरो की EMD पहले चरण यानी तकनीकी मूल्यांकन के परिणाम की घोषणा के 30 दिनों के भीतर वापस कर दी जानी चाहिए। सफल बिडर की EMD ई-पीबीजी प्राप्त होने के 30 दिनों के अन्दर वापस किया जाना सुनिश्चित किया जायेगा।

44. वर्तमान में जेम जीटीसी के अनुसार ₹ 5 लाख से अधिक धनराशि के क्रय आदेश पर ही ई0पी0बी0जी0/परफॉर्मेंस सिक्योरिटी लागू होगी। ई0पी0बी0जी0/परफॉर्मेंस सिक्योरिटी राशि को क्रय आदेश मूल्य के 3% से 5% के मध्य लिया जा सकता है। मौद्रिक सीमा में परिवर्तन की स्थिति में जेम जी0टी0सी0 में प्रचलित प्राविधानों के अनुसार ही ई0पी0बी0जी0/परफॉर्मेंस सिक्योरिटी राशि ली जानी है एवं इस संबंध में कार्यवाही की जानी है। बिड/निविदा में सफल निविदादाता द्वारा ई0पी0बी0जी0/परफॉर्मेंस सिक्योरिटी जमा कराया जाना आवश्यक है जिससे क्रेता द्वारा बिड की शर्तें पूर्ण न करने पर विक्रेता/सेवाप्रदाता द्वारा उपलब्ध करायी गयी बैंक गारन्टी से क्षतिपूर्ति की जा सके। ई0पी0बी0जी0/परफॉर्मेंस सिक्योरिटी से किसी भी श्रेणी की इकाई के लिये छूट अनुमन्य नहीं है। विक्रेता/सेवाप्रदाता द्वारा जमा करायी गयी ई0पी0बी0जी0/परफॉर्मेंस सिक्योरिटी का सत्यापन क्रेता विभाग द्वारा अनिवार्य रूप से कराया जायेगा तथा ई0पी0बी0जी0 का सत्यापन होने के उपरान्त ही सेवा प्रदाता को कार्य प्रारम्भ करने की अनुमति दी जायेगी। जेम जीटीसी पैरा 7 (II) के अनुपालन में विक्रेता द्वारा सभी संविदात्मक दायित्वों को पूरा करने के 30 दिनों के भीतर विक्रेता को ई0पी0बी0जी0/परफॉर्मेंस सिक्योरिटी को वापस करना सुनिश्चित किया जाना चाहिए।

45. भारत सरकार के प्रोक्योरमेंट मैनुअल/जीएफआर/जेम जीटीसी (पैरा 9.15.2 (i)) के अनुसार मद/सेवा प्रदाता के पास Financial Capability से सम्बंधित अर्हताएं हेतु पिछले तीन वित्तीय वर्षों के दौरान तथा चालू

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वित्तीय वर्ष में बिड खुलने की तिथि तक औसत वार्षिक वित्तीय टर्नओवर, बिड की अनुमानित लागत का कम से कम 30% (तीस प्रतिशत) होना चाहिए। उदाहरण - यदि बिड की अनुमानित मूल्य 01 करोड़ रुपये है तथा क्रय विभाग 30% टर्नओवर के फिल्टर/विकल्प का उपयोग करता है, तो पिछले 3 वर्षों में औसत वार्षिक न्यूनतम 30 लाख रुपये टर्नओवर वाला कोई भी सेवा प्रदाता बोली लगा सकता है। किसी विशेष स्थिति में टर्नओवर संबंधी अर्हताओं में बदलाव सक्षम अधिकारी, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए), से पर्याप्त औचित्य के साथ अनुमोदन प्राप्त करने के उपरान्त ही किया जा सकता है।

46. भारत सरकार के प्रोक्योरमेंट मैनुअल-2022/जीएफआर-2017/ जेम जीटीसी ((पैरा 9.15.2 (ii)) के अनुसार सेवा प्रदाता के पास Past Experience से सम्बंधित अर्हताएं हेतु विगत 3 वर्षों में Central/State Government/ PSUs/ Nationalized Banks में निविदित अथवा सिमिलर सेवा (similar service) की सफल आपूर्ति के कार्य का अनुभव बिड की अनुमानित राशि के 80% का एक कार्य अथवा 50% के दो अथवा 40% के तीन कार्य का पूर्ण होना अनिवार्य है। उदाहरण यदि बिड की अनुमानित राशि ₹0 1 करोड़ है तो यदि किसी सेवा प्रदाता ने विगत 3 वर्षों में 80 लाख मूल्य का एक क्रयादेश पूर्ण किया हो या 50 लाख मूल्य के दो क्रयादेश अथवा 40 लाख मूल्य के तीन क्रयादेश पूर्ण किये हों तो ही वह सेवा प्रदाता तकनीकी बिड हेतु अर्हता प्राप्त कर सकता है। इसी प्रकार से वस्तु खरीद में Past Experience से सम्बंधित अर्हताएं हेतु क्रेता द्वारा विगत 3 वर्षों में Central/State Government/PSUs/ Nationalized Banks में निविदित मात्रा की 10 % से 50 % के मध्य निविदित अथवा सिमिलर वस्तु(similar goods) की सफल आपूर्ति के कार्य का अनुभव आवश्यकतानुसार लिया जा सकता है। पारदर्शिता हेतु क्रेता द्वारा सिमिलर वस्तु/सेवा (similar goods/service) को जेम बिड में स्पष्ट एवं अनिवार्य रूप परिभाषित किया जाएगा। किसी विशेष स्थिति पर Past Experience सम्बंधित अर्हताएं में बदलाव सक्षम अधिकारी, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी /निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए), से पर्याप्त औचित्य के साथ अनुमोदन प्राप्त करने के उपरान्त ही किया जा सकता है।

47. भारत सरकार के प्रोक्योरमेंट मैनुअल-2022/जीएफआर-2017/ जेम जीटीसी (पैरा 1.9.1) में उल्लिखित प्राविधानों के अनुसार वस्तु /सेवा खरीद पर नियमानुसार पंजीकृत स्टार्ट-अप्स तथा सूक्ष्म व लघु इकाइयों को, शासकीय वस्तु एवं सेवा की गुणवत्ता व तकनीकी विशिष्टियों को प्रभावित किये बिना, पूर्व टर्न ओवर एवं पूर्व कार्यानुभव से छूट प्रदान की जा सकती है। विशेष रूप से मैनपावर आउटसोर्सिंग के सम्बन्ध में क्रेता द्वारा 50 लाख तक की निविदा में नियमानुसार पंजीकृत स्टार्ट-अप्स तथा सूक्ष्म व लघु इकाइयों को, शासकीय वस्तु एवं सेवा की गुणवत्ता व तकनीकी विशिष्टियों को प्रभावित किये बिना, पूर्व टर्न ओवर एवं पूर्व कार्यानुभव से छूट प्रदान की जा सकती है। यह छूट केवल उत्तर प्रदेश में स्थित सूक्ष्म व लघु इकाइयों एवं स्टार्ट-अप्स को ही अनुमन्य होगी। हालांकि, क्रेता विशेष परिस्थितियों जैसे सार्वजनिक सुरक्षा, स्वास्थ्य, महत्वपूर्ण सुरक्षा संचालन और उपकरण इत्यादि से संबंधित खरीद पर सक्षम स्तर, न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) से अनुमोदनोपरान्त नई संस्थाओं को ऑर्डर देने के बजाय विक्रेता को पूर्व अनुभव/ टर्न ओवर रखने को प्राथमिकता दे सकता है।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

48. GeM बिड में मद /सेवा प्रदाता हेतु अर्हताएं केवल भारत सरकार के GFR/प्रोक्योरमेंट मैनुअल /GeM जीटीसी में दिए गए प्रावधानों के अंतर्गत ही लिया जाना सुनिश्चित किया जाए। इसके अतिरिक्त मद /सेवा प्रदाता हेतु आवश्यकतानुसार अर्हताएं न्यूनतम सचिव (शासन हेतु) या विभागाध्यक्ष/मंडलायुक्त/जिलाधिकारी/निदेशक/आयुक्त/प्रबन्ध निदेशक/महानिदेशक आदि (क्षेत्रीय इकाइयों के लिए) के स्तर के प्राधिकारी से पर्याप्त औचित्य के साथ अनुमोदन प्राप्त करने के उपरान्त ही बिड में सम्मिलित की जा सकती है।

49. भारत सरकार के प्रोक्योरमेंट मैनुअल-2022/जीएफआर-2017/ जेम जीटीसी (पैरा 7.5.9) में उल्लिखित प्राविधानों के अनुसार आम तौर पर बिडर के साथ प्राइस नेगोसिएशन नहीं होना चाहिए। नेगोसिएशन नियम के बजाय एक दुर्लभ अपवाद होना चाहिए और केवल असाधारण परिस्थितियों में ही इसका सहारा लिया जा सकता है। यदि कीमतों में कमी के लिए नेगोसिएशन करने का निर्णय लिया जाता है, तो उन्हें केवल सबसे कम स्वीकार्य बोलीदाता (L1) के साथ आयोजित किया जाना चाहिए। नेगोसिएशन के लिए जेम /GFR/ भारत सरकार के प्रोक्योरमेंट मैनुअल के नियमों एवं प्रावधानों का पालन सुनिश्चित किया जाये।

50. गुटबाजी (Cartelization) से निपटने हेतु जेम के प्रावधानों के साथ-साथ भारत सरकार के द्वारा जारी निर्देशों GFR-2017/प्रोक्योरमेंट मैनुअल-2022/Competition Act, 2002 के दिशा निर्देश लागू होंगे। जेम जीटीसी पर वर्णित क्रेता हेतु निषिद्ध गतिविधियों की सूची का पालन सुनिश्चित किया जाना है। किसी भी बिड में गुटबाजी की आशंका की स्थिति में क्रेता द्वारा केस को जांच हेतु जेम टीम को भेजा जा सकता है।

51. जेम डिस्क्लेमर की शर्तों को भारत सरकार के खरीद नियमों के अनुसार बनाया गया है तथा जेम खरीद हेतु इन शर्तों का अनुपालन बाध्यकारी किया गया है। ये शर्तें प्रत्येक जेम बिड पर अंकित होती हैं। अतः क्रेता द्वारा जेम बिड पर अंकित जेम डिस्क्लेमर की शर्तों का पालन सुनिश्चित किया जाएगा। जेम डिस्क्लेमर के शर्तों का उल्लंघन करती जेम बिड को null and void माना जाएगा एवं इस प्रकार की बिड को जेम नई दिल्ली द्वारा निरस्त किया जा सकता है जिसके लिए क्रेता स्वयं उत्तरदायी होगा।

52. यदि किसी विक्रेता को बिड के किसी पहलू पर कोई आपत्ति/शिकायत है, तो वे GeM बिड प्रकाशन के 4 दिनों के भीतर ऑनलाइन रिप्रजेंटेशन दे सकता है। क्रेता ऐसे सभी रिप्रजेंटेशन का उत्तर देने के लिए बाध्य है और यदि वह ऐसे रिप्रजेंटेशन का उत्तर देने में विफल रहता है तो जेम पोर्टल द्वारा उसे बिड खोलने की अनुमति नहीं दी जाएगी।

53. जेम पोर्टल में क्रेता और विक्रेता/सेवा प्रदाता के बीच उत्पन्न किसी भी विवाद का समाधान GeM GTC के पैरा 16 में उल्लिखित प्रक्रिया के अनुसार किया जाना है। इसके साथ साथ जेम जीटीसी के पैरा 23.5 में क्रेता की निषिद्ध गतिविधियों की सूची का उल्लेख है, जिनका सख्ती से पालन किया जाना चाहिए।

54. किसी प्राधिकारी द्वारा इन प्राविधानों का अनुपालन न करने, जेम से क्रय न करने, अन्य किसी माध्यम से क्रय करने तथा प्रोक्योरमेंट में अनियमितता करने की शिकायत ई-मेल आईडी-gemcellup@gmail.com पर भेजी जा सकती है। उक्त ई-मेल पर प्राप्त समस्त शिकायतों पर जेम सेल

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

द्वारा संज्ञान लिया जायेगा तथा प्रत्येक माह के प्रथम सोमवार को अपरान्ह 5:00 बजे निम्नलिखित समिति के समक्ष प्राप्त शिकायतों का निराकरण कर प्रस्तुतीकरण किया जायेगा। समिति निम्नवत होगी:-

- (1) मुख्य सचिव, उत्तर प्रदेश शासन - अध्यक्ष
- (2) अपर मुख्य सचिव/प्रमुख सचिव, वित्त -सदस्य
- (3) अपर मुख्य सचिव/प्रमुख सचिव, एम0एस0एम0ई0 -सदस्य
- (4) अपर मुख्य सचिव/प्रमुख सचिव, लोक निर्माण -सदस्य
- (5) अपर मुख्य सचिव/प्रमुख सचिव, स्वास्थ्य एवं परिवार कल्याण -सदस्य
- (6) अपर मुख्य सचिव/प्रमुख सचिव, नगर विकास -सदस्य

55. यदि किसी प्राधिकारी द्वारा कोई वस्तु/सेवा जेम पोर्टल से क्रय करने के तीन प्रयास विफल होते हैं अथवा बिड किन्हीं कारणों से तीन बार निरस्त होती है, तो ऐसे प्रकरणों की सूचना जेम सेल को दी जायेगी। जेम सेल ऐसे प्रकरणों की विस्तृत जानकारी कर उक्त समिति के समक्ष प्रस्तुतीकरण करेगी। समिति की सहमति/अनुमति के उपरान्त ही प्राधिकारी अगली बिड की कार्यवाही जेम सेल की देख-रेख में सम्पन्न करेंगे।

56. उपरोक्त समिति आवश्यकतानुसार अन्य विभाग के अपर मुख्य सचिव/प्रमुख सचिव को विशेष आमंत्रि के रूप में बैठक में प्रतिभाग करने हेतु आमंत्रित कर सकती है।

57. भारत सरकार के विभिन्न नवीनतम दिशा निर्देश जी0एफ0आर0/वस्तु और सेवाओं के लिए प्रोक्योरमेंट मैनुअल्स/ GeM GTC को निम्नलिखित वेबसाइट पर देखा जा सकता है-

- a. GFR/ एवं अन्य निर्देश - <https://doe.gov.in/circulars>
- b. वस्तु और सेवाओं के लिए प्रोक्योरमेंट मैनुअल्स - <https://doe.gov.in/manuals>
- c. GeM/GTC- <https://gem.gov.in/page/gtc>

58. यह समेकित शासनादेश जारी किए जाने की तिथि से जेम बिड पर तत्काल प्रभाव से लागू होगा। इस शासनादेश से पूर्व खुली जेम बिडों पर निर्णय संबंधित बिडों में उल्लिखित नियमों एवं शर्तों के अनुसार किया जाएगा। प्रदेश सरकार द्वारा पृथक रूप से दिशा निर्देश निर्गत न होने की दशा में भारत सरकार के दिशा निर्देशों जी0एफ0आर0-2017/ वस्तु और सेवा प्रोक्योरमेंट मैनुअल्स-2022/ जेम GTC (General Terms and Conditions) में हो रहे परिवर्तन प्रदेश में भी स्वतः एवं यथावत लागू होंगे।

2- इस सम्बन्ध में मुझे यह कहने का निदेश हुआ है कि कृपया उक्तानुसार अवगत होते हुये शासनादेश का अनुपालन सुनिश्चित कराने हेतु सभी सम्बन्धित को निर्देशित करने का कष्ट करें।

भवदीय,

मनोज कुमार सिंह
मुख्य सचिव।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।

2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

संख्या एवं दिनांक तदैव:

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित-

1. महालेखाकार(लेखा एवं हकदारी/लेखा परीक्षा), प्रथम एवं द्वितीय, उ०प्र०, प्रयागराज
2. अपर मुख्य सचिव/प्रमुख सचिव, मा० राज्यपाल उ०प्र०।
3. अपर मुख्य सचिव/प्रमुख सचिव, मा० मुख्यमंत्री उ०प्र०।
4. अपर मुख्य सचिव/प्रमुख सचिव, विधान परिषद/विधान सभा, उ०प्र०।
5. मुख्य कार्यकारी अधिकारी, जेम, भारत सरकार, नई दिल्ली।
6. स्टाफ ऑफीसर, मुख्य सचिव, उ०प्र० शासन।
7. सचिव, राजस्व परिषद, लखनऊ।
8. सचिव, लोक सेवा आयोग उ०प्र०, प्रयागराज।
9. सचिव, उ०प्र० अधीनस्थ सेवा आयोग, लखनऊ।
10. निदेशक, सेवायोजन विभाग, लखनऊ।
11. वेब अधिकारी/वेब मास्टर, नियुक्ति एवं कार्मिक विभाग, उ०प्र० शासन।
12. गार्ड फाइल।

आज्ञा से,

अलोक कुमार
प्रमुख सचिव।

अनुलग्नक "अ"

S.N.	GO Number	Date
1	12/2017/540/18-2-2017-97(ल०३०)/2016	25-08-2017
2	13/2017/541/18-2-2017-97(ल०३०)/2016	25-08-2017
3	14/2017/552/18-2-2017-97(ल०३०)/2016	29-08-2017
4	18/2017/775/18-2-2017-97(ल०३०)/2016	17-11-2017
5	19/2017/836/18-2-2017-97(ल०३०)/2016	28-11-2017
6	20/2017/790/18-2-2017-97(ल०३०)/2016	29-11-2017
7	21/2017/704/18-2-2017-97(ल०३०)/2016	30-11-2017
8	23/2017/991/18-2-2017-97(ल०३०)/2016	26-12-2017
9	13/2018/203/18-2-2018-97(ल०३०)/2016	27-04-2018
10	23/2018/सी०एम०-20/18-2-2018-97(ल०३०)/2016	06-07-2018
11	24/2018/696/18-2-2018-97(ल०३०)/2016	18-07-2018
12	29/2018/757/18-2-2018-97(ल०३०)/2016	29-08-2018
13	30/2018/790/18-2-2018-97(ल०३०)/2016टी.सी.	31-08-2018
14	32/2018/सी०एम०-40/18-2-2018-97(ल०३०)/2016	27-09-2018
15	17/2019/सी०एम०-21/18-2-2018-97(ल०३०)/2016	09-07-2019
16	सी०एम०-02/18-2-2019-97(ल०३०)/2016	14-08-2019
17	331/18-2-2019-97(ल०३०)/2016	26-08-2019

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- 1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।
 - 2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है।

18	25/2019/527/18-2-2019-12(एस0पी0)/2010	06-12-2019
19	5/2020/148/18-2-2020-97(ल030)/2016	17-03-2020
20	7/2020/151/18-2-2020-63(ल030)/2012	19-03-2020
21	24/2020/279/18-2-2020-97(ल030)/2016	19-06-2020
22	31/2020/273/18-2-2020-97(ल030)/2016टी.सी.	25-08-2020
23	33/2020/482/18-2-2020-97(ल030)/2016	09-10-2020
24	40/2020/601/18-2-2020-97(ल030)/2016	26-11-2020
25	42/2020/ई-153/18-2-2020-97(ल030)/2016टी.सी.	07-12-2020
26	43/2020/632/18-2-2020-97(ल030)/2016	11-12-2020
27	3/2021/103/18-2-2021-97(ल030)/2016टी.सी.-1	19-02-2021
28	9/2021/224/18-2-2021-97(ल030)/2016	06-04-2021
29	17/2021/233/18-2-2020-97(ल030)/2016टी0सी0	31-05-2021
30	42/2021/491/18-2-2020-97(ल030)/2016टी0सी0	26-10-2021
31	1/2022/586/18-2-2021-97(ल030)/2016टी0सी0	03-01-2022
32	23/2022/165/18-2-2022-97(ल030)/2016टी0सी0	29-06-2022
33	52/2023/1264/18-2-2023-18-2099/418/2023	20-10-2023

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- 1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है ।
 - 2- इस शासनादेश की प्रमाणिकता वेब साइट <http://shasanadesh.up.gov.in> से सत्यापित की जा सकती है ।