

# Government of Madhya Pradesh



## Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP

Ref. No.: S. No. N.H.M./Store/2022/4773

Date of Issue: 22<sup>nd</sup> July 2022

**Issued by:**

National Health Mission, Madhya Pradesh  
(Public Health and Family Welfare Department, Government of Madhya Pradesh)  
Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003  
Phone No.: 0755- 4092595  
Email: [storenhm22@gmail.com](mailto:storenhm22@gmail.com); [ddashanhm@mp.gov.in](mailto:ddashanhm@mp.gov.in)  
Website: [www.nhmmp.gov.in](http://www.nhmmp.gov.in)

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## **DISCLAIMER**

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

## NOTICE FOR REQUEST FOR PROPOSAL

### “Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP”

National Health Mission, Madhya Pradesh, (“NHM-MP”), Government of Madhya Pradesh, plans to engage an agency to provide organization and management for conducting ASHA Trainings, as defined in this RFP and invites proposals from suitable agencies meeting the criteria mentioned in this RFP document.

The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the MP Tender Website <https://mptenders.gov.in> .

Interested bidders are requested to submit their technical proposals in response to the RFP online on the MP Tender Website: <https://mptenders.gov.in>.

S. No	Description	Date & Time
1.	Publish Date	22-07-2022
2.	Document Download/Sale Start Date	22-07-2022
3.	Document Download/Sale End Date	16-08-2022
4.	Prebid Meeting Address/ Portal	Via Videoconferencing. Date & Time: 29/07/2022, 03:00 PM India Link: <a href="https://us05web.zoom.us/j/86914785278?pwd=UjZiSINKZFZkYnQ3UnMxMjJ0NXN0QT09">https://us05web.zoom.us/j/86914785278?pwd=UjZiSINKZFZkYnQ3UnMxMjJ0NXN0QT09</a> Meeting ID: 869 1478 5278 Password: 9930
5.	Bid Submission Start Date	05-08-2022
6.	Bid Submission End Date	16-08-2022
7.	Bid Opening Date	17-08-2022
8.	Bid Validity (Days)	180 days
9.	Period of Work (Days)	1095 (One Thousand Ninety-Five) Days
10.	Location	Madhya Pradesh
11.	Pin code	462003
12.	Bid Opening Place	NHM, Bhopal
13.	Product Category	Services
14.	Nature of Work	Provide organization and management support for conducting ASHA trainings in select districts of M.P.
15.	Proposals Invited By	Mission Director, National Health Mission Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003
16.	Mode of Submission of Proposal	Online on <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
17.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related Information	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
20.	Cost of RFP document	INR 2,000/- (INR Two Thousand only)
21.	Earnest Money Deposit	INR 1,00,000/- (INR One lakh only)
22.	Performance Security	INR 1,00,000/- (INR One lakh only)
23.	Method of Selection	Highest Ranked Bidder

**Note-**

1. Amendments/ Corrigendum to the RFP document, if any, would be published on MP Tender Website only, and not in newspaper
2. NHM-MP reserves all the rights to cancel the Tender Process and reject any or all the Proposals at any point of time
3. No contractual obligation whatsoever shall arise from the RFP document unless and until a formal contract is signed and executed between NHM-MP and the Selected Bidder
4. To participate in the e-Tender Process for this RFP, the Bidder(s) are requested to get themselves registered (in case not registered already) with MP Tender Website i.e., <https://www.mptenders.gov.in>. In case of any portal related queries, the Bidder may kindly contact the 24x7 help desk number as mentioned on the MP Tender Website
5. The following categories of the Bidder shall not be considered eligible to participate and submit their Proposals under this RFP:
  - (a) All such Bidders who are currently engaged in ASHA training at any block/division/district of Madhya Pradesh;
  - (b) All such Bidders with whom MOUs were entered regarding ASHA trainings in the past but were not renewed/ extended by NHM-MP for any reason whatsoever in the last 03 (three) years;
  - (c) All such Bidders who voluntarily conveyed their unwillingness to renew the MOUs regarding ASHA trainings with NHM-MP/ DoPHFW for any reason whatsoever in the past i.e., prior to Proposal Due Date of this RFP
  - (d) All such Bidders who have been debarred and /or their contract/MOU has been terminated due to shortcoming in delivery of services in ASHA Training pursuant to enquiry and investigation conducted by NHM-MP /DoPHFW in the past;
  - (e) All such Bidders who initiated litigation against NHM-MP /DoPHFW at any judicial/ quasi-judicial forum in the past and/or there is pending litigation that is ongoing between the Bidder and NHM-MP /DoPHFW at any judicial/ quasi-judicial forum on the Proposal Due Date under this RFP;
  - (f) All such Bidders against whom legal proceedings were initiated by NHM-MP /DoPHFW at any judicial/ quasi-judicial forum in the past
6. NHM-MP disclaims any factual or other errors in the RFP document (the onus is purely on each Bidder(s) to verify such information) and the information provided therein are intended only to help the Bidder(s) to prepare a proposal in accordance with the terms and conditions as set out in this RFP document.

Issuing Authority

Mission Director,  
National Health Mission - Madhya Pradesh (NHM-MP),  
Public Health and Family Welfare Department,  
Government of Madhya Pradesh  
Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003

## **ABBREVIATIONS & DEFINITIONS**

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

ANC	Antenatal care;
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents;
ASHA	Accredited Social Health Activist;
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder;
Authorized Signatory / Authorized Representative	Shall have the meaning as ascribed to it in Clause 2.6.6 of this RFP;
AVI	Audio Video Interleave;
Bidder (s)	Shall mean any entity which has submitted a Proposal pursuant to this RFP;
Bidding Documents	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
Bid Validity Period	Shall have the meaning as ascribed to it in Clause 2.6.9 of this RFP;
CA	Chartered Accountant;
CMHO	Chief Medical Health Officer;
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.1.7 of this RFP;
Contract/ Procurement Contract	The contract to be entered between NHM-MP and the Selected Bidder for undertaking the Project;
Control	“control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law;
Contract Period	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Damages	Shall have the meaning as ascribed to it in Clause 2.1.7 of this RFP;
Day	A calendar day as per GoMP;
DoPHFW, MP	Department of Public Health & Family Welfare, Madhya Pradesh
EMD	An Earnest Money Deposit provided to NHM-MP by a Bidder for securing the fulfilment of any obligation in terms of the provisions of the RFP documents and as defined in Clause 2.5.1;
Evaluation Committee	Shall have the meaning as ascribed to it in Clause 3.4.1 of this RFP;
FY	Shall mean a Financial Year period starting from 01 <sup>st</sup> April and ending on 31 <sup>st</sup> March of the respective year;
GoI	Government of India;
GoMP/State Government	Government of Madhya Pradesh;
Good Industry Practice	means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under the RFP/ Agreement 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

*Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P.*

	similar to those mentioned in this RFP;
HBNC	Home Based New-born Care;
HBYC	Home Based Young Child Care;
Highest Ranked Bidder	The Bidder scoring the highest technical score after qualifying the qualification stage;
IEC	Information, Education and Communication;
INR	Indian Rupees;
IT	Information Technology;
MoHFW	Ministry of Health and Family Welfare;
MOU	Memorandum of Understanding;
NCD	Non-Communicable Disease;
NGO	Non-Government Organization;
NHM-MP	National Health Mission-Madhya Pradesh;
NHRC	National Human Rights Commission;
Nodal NHM-MP	An NHM-MP officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. For this purpose of this RFP document, the Mission Director, NHM-MP shall be the Nodal NHM-MP;
Notification	A notification published in the Official Gazette;
NPO	Non-Profit Organization;
Pre-Qualification Criteria	Shall have the meaning as ascribed to it in Clause 3.1 of this RFP;
PNC	Prenatal Care;
Project	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
PE	Peer Educator;
Project Site	Wherever applicable, means the designated place or places;
Proposal/Bid	Shall have the meaning as ascribed to it in Clause 2.1.1 of this RFP;
Proposal Due Date	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
RFP /Tender	means the following request for proposal document issued by NHM-MP to the prospective Bidders: S. No. N.H.M./Store/2022/4773 dated 22 <sup>nd</sup> July 2022 for “ <i>Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings Select Districts of Madhya Pradesh for NHM-MP</i> ”. Any Corrigendum(a) / Amendment(s) / Clarification(s) to the RFP issued by NHM-MP subsequent to the issue of the RFP shall be an integral part of the RFP document;
Selected Bidder	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Selected Agency/ Agency	the Selected Bidder, which shall sign the Contract with NHM-MP for providing the services envisaged under this RFP;
Selection Process or Tender Process	The process of procurement extending from the issue of Notice Inviting Tender (NIT) to the signing of the Contract or cancellation of the Selection/Tender Process, as the case may be;
SOE	Statement of Expenditure;
SOP	Shall have the meaning as ascribed to it in Clause 4.1.3.5 of this RFP;
Technical Proposal	Shall have the meaning as ascribed to it in Clause 2.6.3 of this RFP;
UC	Utilization Certificate;
VHND	Village Health and Nutrition Day;
VHSNC	Village Health Sanitation and Nutrition Committee;
Work Order	Shall have the meaning as ascribed to it in Clause 3.5 of this RFP.

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



## **SECTION 1. LETTER OF INVITATION**

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### **1.1. Introduction**

The National Health Mission was launched by the Hon'ble Prime Minister on 12<sup>th</sup> April 2005, to provide accessible, affordable and quality health care to the rural population, especially the vulnerable groups. The Union Cabinet by its decision dated 1<sup>st</sup> May 2013, has approved the launch of National Urban Health Mission ("NUHM") as a sub-mission of an over-arching National Health Mission, with National Rural Health Mission ("NRHM") being the other sub-mission of National Health Mission. NRHM seeks to provide equitable, affordable and quality health care to the rural section, especially the vulnerable groups.

#### **The Accredited Social Health Activist Scheme**

An Accredited Social Health Activist ("ASHA") is a health activist in the community who creates awareness on health and its social determinants and mobilizes the community towards health planning and increased utilization and accountability of the existing health services. An ASHA acts as a 'bridge' between the community and health service outlets and is expected to play a central role, in achieving national health and population policy goals. One of the essential premises of the program is to have 01 (one) ASHA per 1,000 (thousand) population in the rural areas and 01 (one) ASHA per 2,500 (twenty-five hundred) population in the urban areas. 52 (fifty-two) type of incentives are provided to ASHA's by the government. The effectiveness of an ASHA largely depends on the training and support received from both the health system and the community. The training is envisaged to be a three –pronged strategy: (i) induction training; followed by (ii) a periodic and program specific training; and (iii) on the job training. Though the training material is developed at the national level, states have been given the flexibility to modify the content as per the regional/ local needs. These trainings are typically interactive in nature to help refresh and upgrade their knowledge and skills and enable them to solve the problems being faced , monitor their work, keep them abreast with latest guidelines/ policies etc. and keep up their motivation and interest in the various tasks being carried at the ground level. In the journey so far, it has been seen that there is a better understanding of the programme through learning from the experiences of the implementers and various stakeholders, assessments and evaluations.

#### **Role and responsibilities of an ASHA**

- (i) Educating and mobilizing particularly marginalized communities to adopt behaviour leading to better health and create awareness on social determinants, enhancing better utilization of health services on health and its determinants, mobilize the community towards local health planning, and increase utilization of the existing health services.
- (ii) To bridge the gap between NHM-MP and the communities through activities like registration of pregnant women, ANC/ PNC, VHND, immunization, family planning, identifying risk factor in mother and child etc. These activities have been linked to monetary incentives as well so that the ASHA is motivated to perform her duties efficiently and address issues related to provision of quality services.
- (iii) To create awareness and provide information to the community on determinants of health such as nutrition, basic sanitation & hygienic practices, healthy living and working conditions, information on existing health services and the need for timely utilization of health & family welfare services.
- (iv) To provide preventive, promotive and basic curative care in a role complementary to other

health functionaries.

In this regard, NHM-MP is inviting Proposals from prospective Bidders for selection of an Agency to provide support for organization and management for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP. The selection of the agency shall be on the basis of an evaluation by NHM-MP in accordance with the method of selection specified in the RFP (the “**Selection Process**”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NHM-MP’s decisions are final without any right of appeal whatsoever.

Pursuant thereto, the Contract will be signed with the selected bidder (the “**Selected Bidder**”) initially for a period of 03 (three) years (“**Contract Period**”). The Contract will be renewed based on the performance of the Selected Agency as per the defined KPIs. The Contract, post 03 (three) years, may be extended further for a period of 1 (one) more year based on the performance of the Selected Agency and mutual agreement between NHM-MP and the Selected Agency. The maximum extension of the engagement of the Selected Agency shall be up to 2 (two) years only and at the sole discretion of NHM-MP.

## **1.2. Objectives**

The key objectives to engage an agency for training and capacity building of ASHAs is as follows:

- (a) To provide trainings for areas such as:
  - (i) Induction training of newly selected and refresher trainings for existing ones as per the requirements of NHM-MP
  - (ii) Skill based training for development of key capabilities and competencies in dealing with issues related to health and nutrition of women and children; and
  - (iii) Any other supplementary, Program Specific and refresher training that may be required by NHM-MP during the Contract Period
- (b) To provide support to NHM-MP for development and finalization (with prior approvals) of the training material, various modules etc. for the training programs
- (c) To manage and provide appropriate logistics arrangements and support for conducting requisite training sessions

## **Documents for Submission**

<b>S. No.</b>	<b>Documents to be Submitted</b>
1	Documents as mentioned for pre-qualification, technical qualification and any other supporting document as requested in the RFP and as deemed suitable by the Bidder to support the facts and figures stated in the proposal of the Bidder.
2	ANNEXURE 1: COVER LETTER
3	ANNEXURE 2: TURNOVER AND NETWORTH DETAILS
4	ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL
5	ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE SUMMARY
6	ANNEXURE 4: SELF-DECLARATION
7	ANNEXURE 5: BLACKLISTING AND PENDING SUIT
8	ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
9	ANNEXURE 8: DECLARATION FOR EXISTENCE OF THE FIRM
10	ANNEXURE-9: SELF DECLARATION FOR BANKRUPTCY/INSOLVENCY
11	ANNEXURE 10: FORMAT FOR ANTI-COLLUSION CERTIFICATE
12	ANNEXURE 11: FORMAT FOR LETTER OF EXCLUSIVITY
13	ANNEXURE-12: LIST OF PREFERRED DISTRICTS

**Please Note:**

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

## SECTION 2. INSTRUCTION TO THE BIDDERS

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### 2.1. Introduction

- 2.1.1.** Bidders are invited to submit Technical Proposal (referred to as “**the Proposal/ Bid**”), as specified in the schedule of RFP, for the services required for the Project. The Proposal will form the basis for grant of Work Order/Contract to the Selected Bidder/Agency. The Selected Bidder/Agency shall carry out the Project in accordance with the scope of work as specified in this RFP (the “**SOW**”)
- 2.1.2.** NHM-MP shall receive Proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by NHM-MP, as modified, altered, amended and clarified from time to time by NHM-MP (collectively the “**Bidding Documents**”), and all Proposal(s) shall be prepared and submitted in accordance with such terms on or before the Bid submission end date(the “**Proposal Due Date**”)
- 2.1.3.** NHM-MP requires that the Bidder hold NHM-MP’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of NHM-MP and the Project
- 2.1.4.** It is NHM-MP’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Project. Pursuant thereto, NHM-MP:
- (a) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question;
  - (b) will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded any contract or work order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order/ Contract
- 2.1.5. Number of Proposals:** No Bidder shall submit more than 1 (one) Technical Proposal for the Project. A Bidder bidding individually shall not be entitled to submit another Proposal. In the event of such an occurrence (i.e., submission of more than 1 Technical Proposal), both the Proposals, shall be summarily rejected
- 2.1.6. Consortium/ Joint Venture:** Proposal shall be submitted only by a single/ sole Bidder; Consortiums and Joint Ventures are not allowed under this RFP. Further, sub-contracting of the Scope of Work or any part thereof shall not be allowed under this RFP/ Contract
- 2.1.7. Conflict of Interest:** A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NHM-MP shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by NHM-MP and not by way of penalty for, *inter alia*, the time, cost and effort of NHM-MP, including consideration of such Bidder’s Proposal (“**the Damages**”), without prejudice to any other right or remedy that may be available to NHM-MP under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, in the below circumstances:
- (a) A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same Selection Process under this RFP if they have a relationship with each other, directly

- or indirectly through a common company / entity, that 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) 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, or 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, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (g) such Bidder or any Associate thereof has participated as a consultant to NHM-MP in the preparation of any bidding documents, design or technical specifications of the Project
- 2.1.8.** A Bidder or their Associate should, in the last 03 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or their Associate, as the case may be, nor has been expelled from any Project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate
- 2.1.9.** Any Bidder that has been barred by the Central Government, any State Government, a statutory authority or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal
- 2.1.10.** A Bidder shall be liable for disqualification if any legal, financial or technical adviser of NHM-MP in relation to the Project is engaged by the Bidder or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Associate in the past, but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 03 (three) years from the date of commencement of the services of the Project
- 2.1.11. Cost of Bidding:** The Bidders shall bear all costs associated with or relating to the preparation and submission of their Proposals and their participation in the Selection Process including but not limited to preparation, postage, copying, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHM-MP, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and NHM-MP is shall not be liable in any manner whatsoever for such costs or for any other costs or other expenses that may be incurred by the Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the

## Selection Process

### **2.1.12. Acknowledgement by Bidder,**

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

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

### **2.1.14. Right to reject any or all Proposals:**

- (a) Notwithstanding anything contained in this RFP, NHM-MP reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (b) Without prejudice to the generality of above, NHM-MP reserves the right to reject any Proposal if:
- (i) at any time, a material misrepresentation is made or discovered, or
  - (ii) the Bidder does not provide, within the time specified by NHM-MP, the supplemental information sought by NHM-MP for evaluation of the Proposal.
- (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 highest-ranked Bidder gets disqualified/ rejected, then NHM-MP reserves the right to:
- (i) Invite the remaining Bidders to take the district as mentioned in the Proposal submitted in accordance with the RFP; or
  - (ii) take any other measure as may be deemed fit in the sole discretion of NHM-MP, including annulment of the Selection Process
- (e) NHM-MP reserves the right to debar or blacklist the highest-ranked Bidder or any Bidder

whosoever is disqualified at any stage of the Selection Process for reasons inclusive of but not limited to reasons mentioned above as well as failure to comply with instructions enumerated in the RFP/ Annexures Addendum/ Corrigendum /LOI /Work Order/Contract.

- (f) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Work Order or entering into of the Contract, and if the Selected Bidder has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NHM-MP to the Bidder, without NHM-MP being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Bidder may have under this RFP, the Bidding Documents, the Contract or under Applicable Law
- (g) NHM-MP reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by NHM-MP make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by NHM-MP shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NHM-MP thereunder

**2.1.15.** The Bidder(s) can bid for all the 04 (four) districts as defined in the SOW section and are required to mention their preference of district in order of serial number as per **Annexure 12**. However, one Bidder shall be awarded a maximum of 01 (one) district only based on Technical Evaluation

**2.1.16.** NHM-MP shall adopt the Highest Rank methodology for selection of the Bidder for each of the proposed district in which trainings are to be conducted as part of the Scope of Work of the RFP; post qualification of the Bidders based on the Technical Evaluation Criteria

**2.1.17.** The following categories of the Bidder shall not be considered eligible to participate and submit their Proposals for this RFP published for the 04 (four) districts of the State namely, Ashoknagar, Barwani, Mandsaur & Ujjain:

- (a) All such Bidders who are currently engaged in ASHA training at any block/division/district of Madhya Pradesh;
- (b) All such Bidders with whom MOUs were entered regarding ASHA trainings in the past but were not renewed/ extended by NHM-MP for any reason whatsoever in the last 03 (three) years;
- (c) All such Bidders who voluntarily conveyed their unwillingness to renew the MOUs regarding ASHA trainings with NHM-MP/ DoPHFW for any reason whatsoever in the past i.e., prior to Proposal Due Date of this RFP
- (d) All such Bidders who have been debarred and /or their contract/MOU has been terminated due to shortcoming in delivery of services in ASHA Training pursuant to enquiry and investigation conducted by NHM-MP /DoPHFW in the past;
- (e) All such Bidders who initiated litigation against NHM-MP /DoPHFW at any

judicial/ quasi-judicial forum in the past and/or there is pending litigation that is ongoing between the Bidder and NHM-MP /DoPHFW at any judicial/ quasi-judicial forum on the Proposal Due Date under this RFP;

- (f) All such Bidders against whom legal proceedings were initiated by NHM-MP /DoPHFW at any judicial/ quasi-judicial forum in the past

**2.1.18.** This RFP is not transferable

**2.1.19.** Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents

**2.1.20. Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be settled by Principal Secretary, Health, GoMP, whose decision shall be final

## **2.2. Prebid Meeting**

**2.2.1.** Due to the ongoing Covid-19 Pandemic, the Prebid meeting (the “**Prebid Meeting**”) shall be held by the video conferencing setup available at the National Health Mission, Bhopal, M.P. Interested Bidders shall connect using details to be provided by NHM-MP. Prebid Meeting of the Bidders will be convened as per the details set out in the MP tender portal and NHM-MP website regarding the designated date, time and platform of the meeting. The link for the Prebid meeting to be held via virtual platform would be as follows:

**Link:**

<https://us05web.zoom.us/j/86914785278?pwd=UjZiSINKZFZkYnQ3UnMxMjJ0NXN0QT09>

**Meeting ID:** 869 1478 5278

**Password:** 9930

**2.2.2.** Bidders willing to attend the Prebid Meeting should inform NHM-MP beforehand in writing and email. The maximum number of participants from a Bidder, who chose to attend the Prebid Meeting, shall not be more than 2 (two) per Bidder. The representatives attending the Prebid Meeting shall accompany with a letter or email, duly signed by the Authorized Signatory of its organization.

**2.2.3.** During Prebid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of NHM-MP. NHM-MP will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **2.3. Clarification and amendment of RFP documents**

**2.3.1.** Bidders may seek clarification on this RFP within the stipulated date as set out in the RFP document or within 03 (three) working days of the Prebid meeting (03 (three) days exclusive of Prebid meeting date)



- 2.3.2.** Any request for clarification(s) must be sent by standard electronic means (Excel and PDF file) as per the format provided in this RFP document at **Annexure - 13** to NHM-MP's email address: [storenhm22@gmail.com](mailto:storenhm22@gmail.com)
- 2.3.3.** NHM-MP will post the reply to such queries on MP Tender Website <https://mptenders.gov.in>
- 2.3.4.** NHM-MP may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by NHM-MP shall be deemed to be part of the RFP. Verbal clarification(s) and information given by NHM-MP, or its employees or representatives shall not in any way or manner be binding on NHM-MP and shall not alter the terms of the RFP. However, NHM-MP reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NHM-MP to respond to any question(s) or to provide any clarification(s)
- 2.3.5.** At any time before the Proposal Due Date, NHM-MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigendum will be posted on MP Tender Website
- 2.3.6.** To afford the Bidders a reasonable time for taking an amendment/corrigendum into account, or for any other reason, NHM-MP may at its discretion extend the Proposal Due Date

#### **2.4. Tender Fee**

- 2.4.1.** The RFP document is available online to registered users. A non-refundable tender submission fee of INR 2,000/- (INR Two Thousand only) ("**Tender Fee**") shall be payable, apart from gateway and service charges, by each Bidder for their Proposals to be accepted
- 2.4.2.** This amount shall only be paid online. Online payment details are available on this website: <https://mptenders.gov.in>

#### **2.5. Earnest Money Deposit**

- 2.5.1.** An Earnest Money Deposit ("**EMD**") shall be paid online for the sum of INR 1,00,000/- (One lakh only), which shall be required to be submitted by each Bidder
- 2.5.2.** Unless the Bidder requests for exemption from payment of EMD, the absence of the EMD, shall lead to the Proposal of the Bidder being summarily rejected. To receive exemption from payment of EMD, the Bidder shall have to submit the relevant exemption certificate at the time of Proposal submission along with requisite documents as part of Proposal submission process
- 2.5.3.** If a Bidder is Micro, Small and Medium Enterprise ("**MSME**") /Udyog Aadhar/Small Scale Industry ("**SSI**") registered bidder of Madhya Pradesh, then such Bidder shall be exempt from submitting EMD and Tender Fee. However, there is no exemption from payment of the tender processing fee. If a Bidder being an MSME/Udyog Aadhar/SSI registered bidder of Madhya Pradesh wishes to avail above facility, then the Bidder should follow necessary exemption (Online Tab) for EMD and Tender document fee. To claim the exemption, relevant valid documents in support of MSME/SSI are required to be uploaded by the Bidder(s). MSME/SSI Bidders from other States are not eligible for exemption from payment of EMD and Tender Fee. If any Bidder, other than MSME/SSI bidder of M.P., do not submit

EMD and /or do not pay Tender Fee, then such Proposal shall be rejected

- 2.5.4.** The EMD shall be kept valid through the Bid Validity Period and may need to be extended, if so, required by NHM-MP
- 2.5.5.** NHM-MP will not be liable to pay any interest on EMD. EMD of pre- qualified but unselected Bidders shall be returned, without any interest, within 1 (one) month after grant of the Work Order or execution of the Contract to the Selected Bidder (whichever is later) or when the Selection Process is cancelled by NHM-MP. The Selected Bidder's EMD shall be returned, without any interest upon the Bidder accepting the Work Order or executing the Contract (whichever is later) and after furnishing the Performance Security in accordance with provision of the RFP and Work Order
- 2.5.6.** NHM-MP will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to NHM-MP in regard to the RFP without prejudice to NHM-MP's any other right or remedy that may be available to NHM-MP under the Bidding Documents and/ or under the Contract, or otherwise under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the standard form of Work Order).
  - (b) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time,
  - (c) In the case of the Selected Bidder, if the Selected Bidder fails to accept the Work Order or execute the Contract or fails to furnish the Performance Security within the specified time limit, or
  - (d) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to NHM-MP.

## **2.6. Preparation of Proposal**

- 2.6.1.** Bidders are requested to submit their Proposal in English or Hindi language and strictly in the formats provided in this RFP. NHM-MP will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.6.2.** In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document.
- 2.6.3.** The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("**Technical Proposal**")
- 2.6.4.** Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal
- 2.6.5.** Non-compliance with the instructions and conditions contained in the RFP/Corrigendum(a)/Addendum(a) shall render the Proposal liable to be rejected. NHM-MP reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum/Addendum that significantly impacts the Selection Process.
- 2.6.6.** The Proposals must be digitally signed by the Authorized Representative (the "**Authorized Representative**") on each page of the Technical Proposal being submitted as detailed below:
- (a) by the duly authorized Member of the Governing board in case of a Not-for-Profit Organization or Non-Governmental Organization;
  - (b) by the duly authorized Trustee in case of a Trust; or

(c) by a duly authorized person, in case of a non-profit company;

- 2.6.7.** Bidders should note the Proposal Due Date, as specified in Notice of Request for Proposal, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by NHM-MP, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, NHM-MP reserves the right to seek clarifications in case the Proposal is non-responsive on any aspects
- 2.6.8.** Bidders are advised to serially number their Bid document along with indexing
- 2.6.9. Extension of Period of Bid Validity:** The Proposals shall be valid for a period of not less than 180 (one hundred eighty) days from the Proposal Due Date. NHM-MP may request the Bidder(s) for an extension of the period of the validity of the Proposals (“**Bid Validity Period**”). The request and the responses thereto shall be made in writing. The Bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the Bidder has withdrawn its Proposal and will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of its Bid Documents submitted or refund of the EMD

## **2.7. Submission, receipt and opening of proposals**

- 2.7.1.** The Proposal shall be submitted through MP Tender Website <https://mptenders.gov.in>. The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical Proposal, payment of Tender Fee and EMD, as part of this RFP, the bidder(s) may contact the e-portal’s 24 x 7 helpdesk at toll free number as mentioned on the MP Tender Website <https://www.mptenders.gov.in>. The Bidder(s) may kindly note that NHM-MP shall not be responsible for any delays or errors faced in submission of proposals, processing payment of Tender Fee or EMD etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <https://mptenders.gov.in>
- 2.7.2.** The Authorized Representative of the Bidder should authenticate EMD details, pre-qualification and Technical proposal.
- 2.7.3.** The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority of the organization in the format set out in **Annexure-7** of this RFP
- 2.7.4.** No Proposal shall be accepted after the Proposal Due Date and time
- 2.7.5.** After the deadline for submission of Proposals the pre-qualification Proposal shall be opened by the evaluation committee to evaluate whether the Bidders meet the prescribed minimum qualification criteria
- 2.7.6.** After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact NHM-MP on any matter related to its Proposal, it should do so in writing at the issuing authority (NHM-MP) official address: **Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003**. Any effort by a Bidder (including the Selected Bidder) to influence NHM-MP during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in the rejection of the Bidder’s Proposal

## **2.8. Proposal Evaluation**

- 2.8.1.** As part of the evaluation, the Technical Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed pre-qualification criteria in accordance with the technical evaluation as set out in Clause 3.1 of this RFP. The Proposal shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 2.8.2.** NHM-MP may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:
- (a) To the satisfaction of NHM-MP, the Bidders meet the minimum qualifications prescribed before evaluating Technical Proposals.
  - (b) The Technical Proposal submitted by the Bidder is:
    - (i) submitted online only. No hard copy shall be submitted to NHM-MP. In case a Bidder submits the Technical Proposal in hard copy, the Proposal shall be summarily rejected;
    - (ii) received in the form specified in this RFP;
    - (iii) received by the Proposal Due Date including any extension thereof in terms hereof;
    - (iv) it is accompanied by the Earnest Money Deposit unless eligible for exemption;
    - (v) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
    - (vi) does not contain any condition or qualification; and
    - (vii) it is not non-responsive in terms hereof
  - (c) NHM-MP reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by NHM-MP in respect of such Proposals. However, NHM-MP reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. NHM-MP will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below
- 2.8.3.** For the purpose of this RFP document, a Proposal shall be regarded as non-responsive when the Proposal, in which any of the particulars and prescribed information is missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled and shall be liable to be rejected
- 2.8.4.** Proposal shall be deemed to be under consideration immediately after they are opened and until such time NHM-MP makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the NHM- MP and/ or their employees/ representatives on matters related to the Proposals under consideration

### **SECTION 3. SELECTION OF AGENCY**

As part of the evaluation, a Bidder must fulfill the minimum qualification criteria. In case a Bidder does not fulfill the minimum qualification criteria, the Proposal of such a Bidder will not be evaluated further.

#### **3.1. Pre-Qualification Criteria**

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

S. No	Basic Requirement	Specific Requirements	Documents Required
1	<b>Legal Entity</b>	<p>The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories: -</p> <ul style="list-style-type: none"> <li>▪ Not-for-Profit organization (“<b>NPO/ NGO</b>”) registered under Rule 27 of the Societies Registration Act, 1860/ or M.P. Societies Registrakaran Adhiniyam, 1973; or</li> <li>▪ A Trust, registered under the M.P. Public Trust Act, 1951; or</li> <li>▪ A Non-Profit company registered under Section 8 of the Companies Act, 2013; or under any other Applicable Laws of India</li> </ul>	<p>Registration documents of the Bidder as an NPO/NGO, Trust or any legal entity along with:</p> <ol style="list-style-type: none"> <li>1. Details of governing body or council/ managing or executive committee members in case of an NGO</li> <li>2. Details of Board of Director/ Managing Director/ CEO/ Managing Committee members in case of a non-profit company</li> <li>3. Details of Trustees/ Board of Trustees in case of a Trust</li> <li>4. Trust Deed</li> <li>5. Byelaws of the society /NGO</li> <li>6. PAN Card of the registered legal entity</li> <li>7. GST certificate of the registered legal entity</li> <li>8. Any other supporting document, as required</li> </ol>
2	<b>Existence of the firm</b>	<p>The Bidder(s) must be in existence and engaged in the area of providing services for Healthcare / Education / Women and Child Development or Rural Development for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21, 2021-22) and must be in existence at the time of Proposal submission i.e., on Proposal Due Date</p>	<ul style="list-style-type: none"> <li>▪ Registration document showing incorporation of the Bidder</li> <li>▪ an undertaking on the letterhead of the Bidder (as per <b>Annexure-08</b>) stating that the Bidder has been in existence and engaged in the in the area of providing services for Healthcare / Education / Women and Child Development or Rural Development for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21 and 2021-22) and also must be in existence at the time of Proposal submission i.e., on Proposal Due Date</li> </ul>
3	<b>Office in MP</b>	<p>The Bidder(s) must have its Head office or a Branch office in Madhya Pradesh</p>	<ul style="list-style-type: none"> <li>▪ Copy of latest rent agreement with NOC from landlord, or</li> <li>▪ Copy of registry along with latest copy</li> </ul>

*Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P.*

S. No	Basic Requirement	Specific Requirements	Documents Required
			electricity bill/ latest copy of telephone bill in the name of Bidder (not older than 1 (one) year from the Proposal Due date)
4	<b>Logistical Strength</b>	The Bidder must have a training center /premises/ institute, which could either be self-owned or on lease/ rent in the district mentioned as 1 <sup>st</sup> preference by the Bidder (as per <b>Annexure 12</b> ) at the time of Proposal submission i.e., on Proposal Due Date	<ul style="list-style-type: none"> <li>▪ Copy of latest rent agreement with NOC from landlord,</li> <li>or</li> <li>▪ Copy of registry along with latest copy electricity bill/ latest copy of telephone bill in the name of Bidder (not older than 1 (one) year from the Proposal Due date)</li> </ul>
5	<b>Government experience</b>	The Bidder(s) must have handled at least 01 (one) project with Madhya Pradesh State Government in the area of Healthcare / Education / Women and Child Development or Rural Development Departments (except engagement in awareness campaign, nukkad naatak, rally, Running College or Academic courses, Coaching, Vocational Job oriented Trainings or any other IEC activities) across any of the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 and 2021-22)	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, project period and all other essential details of the contract</p> <p>Third party certification will not be admissible and will be required from concerned Government authority only</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder's letter head shall not be accepted</p>
6	<b>Training Experience</b>	The Bidder(s) must have an experience of minimum 02 (two) years of facilitating or providing capacity building services at community level with respect to Healthcare / Education / Woman and Child Development / Social Justice / Self Help Group (SHGs) or any other Information Education & Communication (IEC) activities (except experience of managing Colleges/ Academic courses / Coaching/ Vocational Job oriented trainings), across any of the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 and 2021-22)	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, project period and all other essential details of the contract</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder's letter head shall not be accepted</p>
7	<b>Annual Turnover</b>	The Bidder(s) should have a minimum annual financial turnover of INR 50 Lakhs (Fifty Lakhs) in each of the 03 (three) Financial Years (i.e., 2018-19, 2019-20 and 2020-21)	Certificate issued by a statutory auditor (as per <b>Annexure-2</b> ) along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted
8	<b>Net Worth</b>	The Bidder(s) should have a positive net worth in each of the 03 (three) Financial Years (i.e., 2018-19, 2019-20 and 2020-21)	Certificate from statutory auditor (as per <b>Annexure-2</b> ) and Audited Financial Statements shall be submitted by the Bidder

S. No	Basic Requirement	Specific Requirements	Documents Required
			for the stated Financial Years
9	<b>Bankruptcy &amp; Insolvency</b>	The Bidder should neither have been declared as an insolvent or bankrupt nor any insolvency /bankruptcy /liquidation proceedings shall have been initiated against the Bidder in any of the last 03 (three) Financial Years (i.e., 2019-20, 2020-21, 2021-22)	Self-declaration for Bankruptcy /Insolvency (as per <b>Annexure-9</b> )
10	<b>Blacklisting</b>	The Bidder(s) shall not have been debarred / blacklisted by any Central Govt. /State Govt. / Public Sector Undertaking / any other local Body or body established under or in the control of the Central or state Government and till completion of the Selection Process under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per <b>Annexure-5</b>
11	<b>Pending Petitions</b>	The Bidder(s) shall inform NHM-MP of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority, which may hamper the execution of works under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per <b>Annexure-5</b>

**Note:**

- (a) If required, NHM-MP may seek specific clarifications from any or all Bidder (s) at this stage
- (b) A Proposal will be rejected at this stage if it does not respond to Pre-Qualification Criteria as determined under this RFP document

**3.2. Technical Evaluation**

The evaluation committee (“**Evaluation Committee**”) appointed by NHM-MP will carry out the Technical evaluation of only those Bidder(s) who shall meet all the defined minimum Pre-Qualification Criteria. The Technical evaluation of Proposals shall be conducted on the basis of the following evaluation criteria and points system. If required, NHM-MP may seek specific clarifications from any or all Bidder (s) at this stage. After the technical evaluation each Proposal will be given a technical score (TS). The maximum points/ marks to be given under each of the evaluation criteria are:

S. No.	Particulars	Max. Marks	Scoring Mechanism	Documents Required
1	The Bidder(s) must be in existence and engaged in the area of providing services for Healthcare / Education / Women and Child Development or Rural Development for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21, 2021-22) and must be in existence at the time of Proposal submission i.e., on Proposal Due Date	15 marks	<ul style="list-style-type: none"> <li>▪ 3-5 years of experience -----05 Marks</li> <li>▪ &gt;5-7 years of experience -----10 Marks</li> <li>▪ &gt;7 years of experience----- 15 Marks</li> </ul>	<ul style="list-style-type: none"> <li>▪ Registration document showing incorporation of the Bidder</li> <li>▪ an undertaking on the letterhead of the Bidder (as per <b>Annexure-08</b>) stating that the Bidder has been in existence and engaged in the in the area of providing</li> </ul>

*Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P.*

S. No.	Particulars	Max. Marks	Scoring Mechanism	Documents Required
				<p>services for Healthcare / Education / Women and Child Development or Rural Development for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21 and 2021-22) and also must be in existence at the time of Proposal submission i.e., on Proposal Due Date</p>
2	<p>The Bidder should have a training center /premises/ institute, which could either be self-owned or on lease/ rent in the district mentioned as 1<sup>st</sup> preference by the Bidder (as per <b>Annexure 12</b>) at the time of Proposal submission i.e., on Proposal Due Date</p>	20 Marks	<ul style="list-style-type: none"> <li>▪ Logistics in 01 district among the mentioned 04 districts-----10 Marks</li> <li>▪ Logistics in 02 districts among the mentioned 04 districts-----15 Marks</li> <li>▪ Logistics in 03 Districts among the mentioned 04 districts-----20 Marks</li> </ul>	<ul style="list-style-type: none"> <li>▪ Copy of latest rent agreement with NOC from landlord, or</li> <li>▪ Copy of registry along with latest copy electricity bill/ latest copy of telephone bill in the name of Bidder (not older than 1 (one) year from the Proposal Due date)</li> </ul>
3	<p>The Bidder(s) must have handled at least 01 (one) project with Madhya Pradesh State Government in the area of Healthcare / Education / Women and Child Development or Rural Development Departments (except engagement in awareness campaign, nukkad naatak, rally, Running College or Academic courses, Coaching, Vocational Job oriented Trainings or any other IEC activities) across any of the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 and 2021-22)</p>	20 Marks	<ul style="list-style-type: none"> <li>▪ 01 project -----10 Marks</li> <li>▪ 02 projects-----15 Marks</li> <li>▪ 03 &amp; above project-----20 Marks</li> </ul>	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, project period and all other essential details of the contract</p> <p>Third party certification will not be admissible and will be required from concerned Government authority only</p> <p>Undertakings/ Declarations in lieu of/ or in support of above requirement if submitted on Bidder's letter head shall not be accepted</p>



S. No.	Particulars	Max. Marks	Scoring Mechanism	Documents Required
4	The Bidder(s) must have an experience of minimum 02 (two) years of facilitating or providing capacity building services at community level with respect to Healthcare / Education / Woman and Child Development / Social Justice / Self Help Group (SHGs) or any other Information Education & Communication (IEC) activities (except experience of managing Colleges / Academic courses / Coaching / Vocational Job oriented trainings), across any of the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 and 2021-22)	20 Marks	<ul style="list-style-type: none"> <li>▪ 02 years up to 04 years- -----10 Marks</li> <li>▪ &gt;04 years up to 06 years-----15 Marks</li> <li>▪ &gt; 6 years-----20 Marks</li> </ul>	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, project period and all other essential details of the contract</p> <p>Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder's letter head shall not be accepted</p>
5	The Bidder(s) should have a minimum annual financial turnover of INR 50 Lakhs (Fifty Lakhs) in each of the 03 (three) Financial Years (i.e., 2018-19, 2019-20 and 2020-21)	15 Marks	<ul style="list-style-type: none"> <li>▪ INR 50 Lakh (Fifty Lakh) ----- -----10 Marks</li> <li>▪ Additional 1 (one) mark for every additional 10 (ten) lakh annual financial turnover above total INR 50 Lakhs (Fifty Lakhs) up to a maximum of 15 Marks</li> </ul>	Certificate issued by a statutory auditor (as per <b>Annexure-2</b> ) along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted
6	The Bidder(s) should have a positive net worth in each of the 03 (three) Financial Years (i.e., 2018-19, 2019-20 and 2020-21)	10 Marks	Positive net worth in each of the last 03 (three) Financial Years (i.e., 2018-19, 2019-20 and 2020-21)----- -----10 Marks	Certificate from statutory auditor (as per <b>Annexure-2</b> ) and Audited Financial Statements shall be submitted by the Bidder for the stated Financial Years

**Note:**

A Proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP document and the SOW

**3.3. Exclusion of Proposal/ Disqualification**

**3.3.1.** NHM-MP may exclude or disqualify a Proposal if:

- (a) The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation;
- (b) The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete;
- (c) The Bidder is covered under any of the conditions enumerated in Clause 2.1.17 of this RFP;
- (d) The Bidder is not qualified as per Pre-Qualification Criteria mentioned in the RFP document,

- even after seeking clarifications/ additional documents by committee;
- (e) The Proposal materially departs from the requirements specified in the Proposal or it contains false information;
  - (f) The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of NHM-MP or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;
  - (g) The Bidder in the opinion of NHM-MP, has a Conflict of Interest materially affecting fair competition.
  - (h) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion /disqualification is discovered.

### **3.4. Final Selection**

- 3.4.1.** The evaluation committee (“**Evaluation Committee**”) appointed by NHM-MP will carry out the evaluation of Technical Proposals of the qualified Bidders
- 3.4.2.** Only the bidders who meet ALL the Pre-qualification criteria would be considered for Technical Evaluation. Bidders who fail to fulfill any of the requisite Pre-Qualification Criteria would not be considered for the Technical Evaluation
- 3.4.3.** The technical score would be calculated for each Bidder by NHM-MP and all the Bidders who get a **minimum of 70 (seventy) marks** out of 100 (one hundred) would only be considered. Bidders who get a technical score of less than 70 (seventy) out of 100 (one hundred) would not be considered further
- 3.4.4.** The Selection of the Bidder would be based on the Highest Technical Score attained (“**Highest Ranked**”) as per Technical Evaluation Criteria
- 3.4.5.** The Bidders are required to mention their preference of district in order of most preferred to least preferred as per **Annexure 12**. The district mentioned at S. No. 01 would be the most preferred district and the district mentioned at the last S. No. 04 would be the least preferred district according to the Bidder. The list of the districts is mentioned in Section 4 Scope of Work of this RFP
- 3.4.6.** The selection/ allocation of the district would happen based on the following below mentioned criteria:
  - (a) The Highest Ranked Bidder (“**H-1 Bidder**”) based on the highest marks scored after Technical Evaluation (as explained in Clause 3.2 above) will be offered to take up the Contract for their preferred district as per **Annexure-12**. Then the next-ranked Bidder, the H2-Bidder (second highest ranked bidder) shall be offered to take up the Contract for their preferred district from the remaining unallocated district and so on till all the districts mentioned under this RFP are allotted
  - (b) However, if any district remains unallocated (since each bidder shall be allotted one district only), then such District shall be re-bid
- 3.4.7.** If 2 (two) Bidders with similar marks mention the same district as the most preferred district, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence. Further, if 02 (two) or more Bidders are found to be having the same average annual turnover also, then the Bidder with a greater number of projects/ contracts

shall be taken into consideration and the Bidder having the higher number of projects/ contracts shall be awarded as H-1 Bidder. In case, 02 (two) or more Bidders are found to be having the same number of projects/ contracts also, then NHM-MP shall at its own discretion take the final decision for selection of the H-1 Bidder and the same will have to be adhered to and abided by all the Bidder(s) in an undisputed manner and no further communication shall be entertained for the same

- 3.4.8.** In case of any unforeseen circumstances, if the H-1 Bidder doesn't wish to engage with NHM-MP, then the H-2 Bidder would be offered to take up the Contract. If the H-2 Bidder is willing to accept the Contract (in case the any of the district has not been allocated to H-2 Bidder), then the H-2 Bidder would be selected for providing the services within the scope of this RFP. In case the H-2 Bidder also doesn't agree to take up the Contract, the process would be repeated with H-3, H-4 bidders and so on
- 3.4.9.** The Selected Bidder(s) will enter into a Contract with NHM-MP and shall work in accordance with the Scope of Work mentioned in the RFP

### **3.5. Grant of Work Order**

- 3.5.1** After selection, a work order ("**Work Order**") will be issued, in duplicate, by NHM-MP to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder(s) or emailed or posted to the Selected Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 7 (seven) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof
- 3.5.2** The issue of the Work Order accepting the Highest ranked Bidder's Proposal by NHM-MP and the acceptance of the Work Order by the Selected Bidder(s) shall create binding obligations upon the Selected Bidder(s) to fulfil the conditions as specified in this RFP and the Work Order, including the execution of the Contract within the prescribed time, all to the satisfaction of NHM-MP. Thereafter, the Selected Bidder(s) will enter into a Contract with NHM-MP ("**Selected Agency(s)**") and shall work in accordance with the Scope of Work mentioned in the RFP.
- 3.5.3** In the event the duplicate copy of the Work Order duly signed by the Selected Bidder (s) is not received by the stipulated date, NHM-MP may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Selected Bidder(s) as mutually agreed genuine pre-estimated loss and damage suffered by NHM-MP on account of failure of the Selected Bidder(s) to acknowledge the Work Order
- 3.5.4** Additionally, non-acceptance of the Work order by the Selected Bidder within the time prescribed therein shall lead to forfeiture/invocation of the Earnest Money Deposit of such Selected Bidder and thereafter, NHM-MP shall be free to award the Project to the next Bidder in sequence, or to proceed in the manner as considered in the best interest of NHM-MP, at sole discretion of NHM-MP

## **SECTION 4. SCOPE OF WORK**

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### **4.1 Detailed Scope of Work**

#### **4.1.1 Organization and Management Support for conducting ASHA Trainings**

One of the key components of the National Rural Health Mission is to provide every village in the country with a trained female community health activist ASHA. Selected from the village itself and accountable to it, the ASHA shall be trained to work as an interface between the community and the public health system. Capacity building of ASHA is being seen as a continuous process. ASHA will have to undergo series of training programs to acquire the necessary knowledge, skills and confidence for performing her spelled out roles and responsibilities. Empowered with knowledge and a drug-kit to deliver first point of contact healthcare, every ASHA is expected to be a fountainhead of community participation in public health programmes in her village. At the village level it is recognized that ASHA cannot function without adequate institutional support. Women's committees (like self-help groups or women's health committees), village Health and Sanitation Committee of the Gram Panchayat, peripheral health workers especially ANMs and Anganwadi workers, and the trainers of ASHA and in-service periodic training would be a major source of support to ASHA. The State in partnerships with Non-governmental organizations (NGOs) conducts the ASHA Trainings. The selected NGOs/NPO are responsible for providing the logistic arrangements and necessary support for conducting the trainings as per the laid down standards.

Therefore, in light of the above, under this RFP the overall Scope of Work for the Selected Agency will consist of providing organization and management support for conducting ASHA Training in 04 (four) districts of the state namely - **Ashoknagar, Barwani, Mandsaur and Ujjain**.

The districts shall be allocated to the Selected Agency based on their preference shown in the **Annexure-12** of the RFP, in the order of S. Nos. 01 to 04, wherein the district at S. No. 01 shall be regarded as the most preferred and the district at S. Nos. 04 shall be regarded as the least preferred by the Bidder.

During the existence of the Contract Period, the Selected Agency (s) may be required to provide organization and management support for conducting ASHA Trainings in blocks/divisions in other districts in the State other than the 04 (four) districts mentioned above as per mutual agreement between the Selected Agency (s) and NHM-MP.

The Selected Agency is responsible for all the logistical arrangements and support for conducting the ASHA trainings. The Selected Agency (s) shall follow the Covid-19 protocols while conducting the trainings.

The training load and targets shall be approved by the CMHOs of the respective districts in coordination with NHM-MP. The aforesaid training load and batches would increase or decrease as per the mandated requirements from time to time as per the discretion of NHM-MP or District CMHO. NHM-MP will conduct an appraisal process to evaluate and ensure training quality and logistic arrangements being provided by the Selected Agency on a periodic basis.

#### 4.1.2 Requirements at proposed Districts

##### 4.1.2.1 Training Center Infrastructure requirements:

The Selected Agency shall be responsible for making the necessary logistical and other support arrangements at the training centers for smooth operation of trainings. The minimum requirements are as mentioned below:

S. No.	Particulars	Minimum Requirements
1.	Training Hall	Seating capacity: 30-seater Area: 300 to 425 square feet
2.	Furniture - Tables and Chairs	As per batch requirements
3.	White board	1 per batch
4.	Fan, Cooler, Hot and Cold Water	As per requirement
5.	AVI, LCD Projector, Screen for Projection, Slide Changer, Laser Pointer	01 per batch
6.	Laptop/Desktop and other accessories such as Mike, Speakers	As per batch requirements
7.	Generator	01
8.	Stationary	1 training kit per trainee including notepad, pen, pencil, sharpener, eraser, scale etc. and adequate stationary supplies for trainers viz. blackboard, coloured and white chalk, dusters and flip charts and markers etc.
9.	Mannequins and related accessories	As per batch requirements

##### 4.1.2.2 Accommodation requirements:

The Selected Agency must also arrange for and provide adequate accommodation and meals to the trainers and trainees for a batch of 30 (thirty) ASHAs as per the requirements or as mentioned in Covid Protocols (which shall be shared with the Selected Agency at the signing of the contract) given below:

S. No.	Particulars	Minimum Requirements
1.	Rooms for ASHAs with beds, mattresses and linen	6 (six) rooms to accommodate 30 (thirty) ASHAs (5 ASHAs per room)
2.	Toilets with Hot and Cold-water supply, Soap	4 (four) common toilets per batch
3.	Bathrooms with Hot and Cold-water supply, soap.	4 (four) common bathrooms per batch
4.	Rooms for Trainers	1 (one) room per trainer with attached washroom
5.	Meals	Breakfast, Lunch and Dinner for all the trainees and trainers
6.	Kitchen	1 (one) kitchen to prepare meal for 35 people
7.	Dining Hall with Furniture	1 (one) Dining Hall to seat 35 people
8.	Mattress, (Rajayi) Blanket, Pillow with covers, bedsheet	1 (one) set per person
9.	Fan, Cooler, Hot and Cold Water	As per requirement
10.	Generator	01
11.	Housekeeping and other services	As per requirement

**4.1.2.3 Manpower requirements:**

The Selected Agency will have to deploy adequate number of manpower for the purpose of organization of trainings for ASHA workers. All the costs incurred for deployment of manpower including but not limited to salaries/ wages/ remuneration, statutory deductions such as EPF, ESIC etc., insurance, transportation costs etc. for the deployed manpower shall be borne by the Selected Agency only. NHM-MP shall not be liable for payment of any costs related to manpower deployed by the Selected Agency during the Contract Period. In this regard, the following manpower has to be deployed as per the scope defined by NHM-MP:

S. No.	Title	Post	Qualification	Functional Time	Days
1.	Training Coordinator	01 (one)	Postgraduate with minimum 03 (three) years of relevant experience in managing capacity building programs	10:00 AM to 06:00 PM	06 (six) days per week (Monday to Saturday)
2.	Monitoring and Data Evaluation experts	02 (two)	Graduate with minimum 1 (one) year of relevant experience in data analysis and project monitoring	10:00 AM to 06:00 PM	06 (six) days per week (Monday to Saturday)

**Note:**

- (a) CV of the Training Coordinators and certified copy of certificates and credentials shall be submitted with NHM-MP prior to commencement of the services
- (b) The Selected Agency shall issue identity cards to all the deployed staff engaged at the training centers. This card shall be provided by the Selected Agency and has to be approved by NHM-MP
- (c) The Selected Agency shall maintain daily Biometric attendance of all the deployed staff at all the centers and shall submit the same to District CMHO and NHM-MP for inspection on a monthly basis
- (d) The Selected Agency may deploy additional administrative and support staff for smooth operations of the training program at no additional cost to NHM-MP

**4.1.3 Requirements related to Training**

**4.1.3.1 Training Goals**

- **The training of ASHAs:** Training and capacity building of ASHA is a continuous process. Building the knowledge base and skill sets of ASHAs is critical in enhancing her effectiveness to achieve the desired healthcare outcomes. ASHA needs requisite skills for her to be effective – as a facilitator, as a community level health care provider, and as a health activist.

ASHA trainers conduct the training sessions for ASHAs in the district training sites. List of participants, resource person, resource material and administrative support is given by the department itself.

#### **4.1.3.2 The Training Strategy**

The Selected Agency shall be responsible to organize and impart the required periodic trainings as per the training strategy provided below:

- (i) **Induction Training** - All newly selected ASHAs will undergo 08 (eight) day residential induction training to orient her to role and responsibilities, provide the skills of community rapport building and leadership, and an understanding of the health system and a rights-based approach to health. Training will be based on Induction module prescribed by MoHFW, NHRSC, which can be modified, adapted and translated by respective States and the program managers working in NGO settings as per their needs.
- (ii) **Skill based Training for key competencies in women and children's health and nutrition** - This would be a 20 (twenty) day residential training to be completed in 04 (four) rounds within the first 18 (eighteen) months of joining. All ASHAs are required to be certified in a set of competencies related to basic reproductive, maternal, newborn, and child health and nutrition, and infectious diseases such as malaria and tuberculosis. The existing Modules 6 and 7 of the reading materials prepared in collaboration by the MoHFW & NHRSC will be used for this training. The reading material may be modified, adapted and translated by respective States and the program managers working in NGO settings as per their needs.
- (iii) **Supplementary, Program Specific and Refresher Trainings** - Subsequently at least 15 (fifteen) days of annual residential training as per GOI mandate is to be planned in, which new topics and skills may be added. These can also serve to reinforce existing skills in areas where the ASHAs need further strengthening. The new skills would be specific and customised to the local needs. Skills in certain areas such as Non-Communicable Disease screening, mental health counselling, HBYC or other skills that the state would like to prioritize can be imparted to selected ASHAs rather than all ASHAs in a particular area. She could then provide such services to a larger set of villages.

#### **4.1.3.3 The Training Methodology**

The training methodology shall be a mix of short- lecture- presentations, role play, participatory learning, skill practice sessions such as examination of newborn and children, small group discussions and requirement of completing related assignments. During the training program, field visits shall also be planned based upon the training needs. Practice of examining newborn and children shall be undertaken during the field work by ASHA and the ASHA facilitators between the training rounds. Problem solving exercises of clinical and field level situations also have to be demonstrated with the support of Audio-visual inputs (AVI), films and situation cards (role play).

#### **4.1.3.4 Training Material**

The training material has been developed by NSHRC and has been customized as per the state's needs and requirements. NHM-MP shall be responsible for finalization, printing of the training material and share with the Selected Agency before scheduled training for the ASHAs.

#### **4.1.3.5 Standard Operating Procedures**

The Selected Agency shall also develop a Standard Operating Procedures (“SOP”) displaying the list of training material, content modules, duration of trainings, assessment and qualification parameters of trainees, all planned activities performed under the training program and any other program related aspect. The SOPs should be clearly defined and shared with NHM-MP for approval within 15 days of previous month for training to be conducted in the next month. The SOPs should be inclusive of but not limited to the following areas:

- (a) Training Program and Flow
- (b) Training Protocol and System as per GOI guidelines regarding ASHA Training Program
- (c) Trainees and Trainer’s performance data
- (d) Other processes/ systems as required for commissioning and smooth operations of trainings.

#### **4.1.3.6 Management of Training and Post Training Supportive Supervision**

- (i) **At the National level:** NHSRC works closely with the Training/NHM Division (MOHFW) and the National ASHA. NHSRC is responsible for developing processes for selection of NGOs and other organizations to serve as national and state training sites, developing guidelines for selection of state level ASHA trainers, develop prototype training modules for state adaptation and use, accreditation for national and state sites and trainers, facilitate state coordination with the national training sites, review and support the training.
- (ii) **At the State level:** The State ASHA Resource centre will be responsible for implementing the ASHA training. This includes selection of state trainers, ASHA trainers from the districts, identification and strengthening of the state and district training sites, coordinating and ensure the logistics of nominating of state trainers and ASHA trainers and Participants, to the training at the training sites respectively, facilitating accreditation and appraisal of the district training sites, ASHA trainers and ensure Training of the ASHA in accordance with procedures, ensure timely distribution of the ASHA reading material, modules, training material and other training aids to the district sites.
- (iii) **At the District Level:** The CMHOs and district community mobilizers will coordinate with the State ASHA Resources Centre, District Training sites, and district health society to support and supervise training of the ASHA at district level. They will support the district training agencies in developing a block wise training calendar for ASHAs, ASHA Facilitators, maintaining a data base of the ASHA training, ensuring availability of adequate training material–equipment and books for every round, and monitoring training quality, ensuring that every ASHA is evaluated for knowledge and skills after every round of training, maintaining a data base of ASHA training to enable monitoring of training schedules, drop outs among trainees and trainers between rounds, and training quality.

## **4.2 Evaluation /Appraisal of Training**

### **4.2.1 Organizing and Conducting a Successful Training Programme**

Trainers and Programme Managers to plan for and ensure the following points for smooth organization and execution of training sessions:

- (i) Planning for the ASHAs arrival at training venue and welcoming them;  
National Health Mission, Government of Madhya Pradesh, India



- (ii) Departure on the last day: arrangement for payment and transport – (information about bus timings, other means to facilitate their return);
- (iii) Arrangement of food;
- (iv) Workshop venue and setting building a positive environment;
- (v) Accommodation: cleanliness, basic comfort, security;
- (vi) Arrangements for recreation;
- (vii) Games and songs: identifying persons who can lead these sessions;
- (viii) Emergency medical facilities;
- (ix) Transport for field visits;
- (x) Day care for the children.

4.2.2 **Making it Residential:** The training is residential and all ASHAs should be present for all the sessions of the training. Residential training is always preferred as ASHAs have opportunity to practice some difficult skills after the formal sessions and have opportunity to discuss with their peers the difficulties. Trainers should also stay at the training site which will generate feeling of safety among the group of ASHAs.

4.2.3 **Making it participatory, nonhierarchical, and building solidarity:** Trainers should understand the difficulties of the ASHAs and have sympathy for their problems and be supportive to the ASHAs for their difficulties in learning. The trainers should share the training schedule of each training workshop with the participants and get the training aids ready before commencement of sessions. Trainers should ensure that there is a blackboard, coloured and white chalk, dusters and flip charts and markers available as most sessions require these.

4.2.4 **Field visit preparation** Some sessions require visits to the community including Sick Newborn Care Unit (SNCU) and Nutrition Rehabilitation Centres (NRCs) : for e.g., filling birth preparedness form, conducting home visits to the newborn, and nutrition counseling. The trainers should arrange the logistics required for this, to enable this to be completed efficiently and effectively.

4.2.5 **Trainers Training Evaluation:** To be sure the training objectives have been met; the trainer shall evaluate the ASHA whether the learning objective has been met. Through questions and answers, the trainers should ask participants to provide their understanding of the content taught to them; if they answer correctly; this will indicate that the objective has been met. Pre and post evaluation of ASHA shall also be conducted to assess their understanding of training.

4.2.6 **Other Points to Note:** The trainer should know when the group is losing interest in the session. Trainer should be careful to ensure that the trainees are concentrating in the session. The trainer should keep the group engaged by asking questions which will promote active participation. Training should start each day at the stipulated time

4.2.7 **Feedback:** Feedback on the training and logistical arrangements provided by the Selected Agency shall be collected from the ASHA/MO/BMO/CMHO, concerned official at the Government Health Facilities and any other representatives of other connected agencies. The Selected Agency shall collect feedback on the service from the ASHA/officials after every training session. The feedback would be captured in the feedback form finalized and approved by NHM-MP. NHM-MP will provide the key questions to be included in the feedback form. If the Selected Agency prepares a questionnaire, they must be inclusive of the questions provided by NHM-MP and the same shall be finalized after approval from NHM-MP only

4.2.8 **Quality Assurance for Training** - Quality assurance will require the following minimum standards to be followed by the Selected Agency:

- (i) Training sites should also be duly inspected and fulfil the needs of residential training program as per the training needs as mentioned above
- (ii) Training should always be accompanied by well-crafted training modules and material designed by the NHSRC and customized as per State's needs to assure quality of training
- (iii) There should be sufficient opportunity for participants to get hands on practice and a conducive training environment for participants to freely raise questions and voice opinions

### **4.3 Review and Monitoring**

The performance of the Selected Agency will be judged on the basis of work done against the agreed work plan for all the activities and fund utilization. The quality of the work will be measured through feedback of the district and state officers obtained through check list designed for the purpose. The review and monitoring will be done through ASHA website designed by NHM-MP and access will also be given to the Selected Agency. For all purposes the Selected Agency shall report to the CMHO, or his/her designated Officer. The Selected Agency shall generate activity reports/ training reports highlighting the accomplishment against the agreed work plan and plan for improvement

The Selected Agency shall maintain and keep updated a database / knowledge bank related to all the data and information generated as part of the execution of the trainings, such as step by step workflow related to the execution of the trainings, level of training imparted, details of participants and trainers and any other data and analysis that may be required by NHM-MP from time to time. The Selected Agency shall enter all the relevant data in ASHA website designed by NHM-MP

### **4.4 Completion of Post-Training Requirements**

Training and capacity building of ASHA is a continuous process. After completion of training every ASHA must possess the skills and capabilities specified as per the Scope of Work above. Those ASHAs who do not pass the evaluation should be provided on the job training and supervision and should be recalled for refresher training programs. The Selected Agency shall be responsible to organize and impart the required periodic trainings as per the training strategy. Training sites should also be duly inspected and fulfil the needs of residential training program as per the training needs as mentioned above. The Selected Agency shall generate activity reports/ training reports highlighting the accomplishment against the agreed work plan and plan for improvement. For the timely disbursement of funds for organizing the training sessions, the Selected Agency shall be responsible for submission of unaudited statement of expenses duly signed by the Chief Functionary/ Authorized person of the Selected Agency to CMHO and submission of the final report and audited Statement of Expenditure (“SOE”) with Utilization Certificate to NHM-MP and CMHO. The timeline for submission of essential documents for disbursement of funds shall be as below:

<b>S. No.</b>	<b>Name of the deliverable/Activity</b>	<b>Timelines</b>
1	Submission of unaudited statement of expenses duly signed by the Chief Functionary/ Authorized person of the Selected Agency to CMHO	By 01 <sup>st</sup> of every month
2	Submission of the final report and audited Statement of Expenditure (“SOE”) with Utilization Certificate to NHM, MP and CMHO.	Within 15 (fifteen) days of close of relevant Financial year

#### **4.5 Exit Management Period**

- 4.5.1 The Selected Agency shall provide NHM-MP with an exit management plan ("**Exit Management Plan**") as a deliverable in writing in relation to the Contract as a whole and in relation to Project implementation, Project operation and compliance to KPI etc. within 30 (thirty) days from the effective date of agreement signed between NHM-MP and Selected Agency and receive approval upon the same from NHM-MP, wherein such approval is not unreasonably withheld by NHM-MP
- 4.5.2 The exit management period shall start,
- (a) in case of expiry of Contract, 60 (sixty) days before the Contract end date; or
  - (b) in case of termination of Contract, on the date when notice of termination of Contract is sent by either of the parties
- 4.5.3 The exit management period shall end, on either of these dates, whichever is earlier,
- (a) on any date agreed upon by NHM-MP and the Selected Agency; or,
  - (b) 30 (thirty) days after the Contract end date; or,
  - (c) 60 (sixty) days from the date of notice of termination of Contract
- 4.5.4 NHM-MP shall be entitled to serve notice in writing to the Selected Agency at any time during the exit management period as detailed hereinabove requiring the Selected Agency to provide NHM-MP with a complete and up to date list of the assets/ inventory/ tasks accomplished/ pending tasks etc. in relation to the Project
- 4.5.5 During the exit management period, the Selected Agency shall continue to provide seamless services and fulfill performance obligations without any interruptions
- 4.5.6 The Exit Management Plan shall cover the following aspects of exit management, including but not limited to:
- (a) A detailed transfer process that could be used in conjunction with the next service provider including details of the means to be used to ensure continuing provision of the maintenance services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer
  - (b) Plans for the communication with such of the Selected Agency staff, suppliers and any related third party as are necessary to avoid any material detrimental impact on the Project operations as a result of undertaking the transfer
  - (c) Plans for provision of handholding support for a period of 60 (sixty) days after transfer to NHM-MP and next service provider to be on-boarded
- 4.5.7 The responsibility shall lie with the Selected Agency for the smooth transition of services during the exit management period. The responsibility of the outgoing Agency shall only cease upon the satisfaction of NHM-MP
- 4.5.8 The outgoing Selected Agency shall only withdraw such assets, which bears the ownership/ authorship of the Selected Agency and was developed by the Selected Agency for the purpose of providing services under this RFP for the Contract Period. No asset shall be taken away by the outgoing Selected Agency that is under the ownership of NHM-MP. In the event the Selected Agency takes possession/carries away any asset belonging to NHM-MP then NHM-MP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency

- 4.5.9 The Selected Agency shall promptly on the commencement of the exit management period, supply to NHM-MP the following:
- (a) The Selected Agency shall in consultation with NHM-MP deliver the entire database, logs, process documents, policies, relevant records, manuals, reports and other documents operation and maintenance records and manuals (training manuals, SOPs) pertaining to the Project
  - (b) All the information relating to the current services being rendered; data on performance of the services; Project's Intellectual Property Rights; any Project specific documentation; any other data and confidential information related to the Project; current and updated Project data as is reasonably required in a readily available format for transitioning of the services
  - (c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable transition of the services to NHM-MP or to the next service provider to carry out due diligence in order, as the case may be
- 4.5.10 Based on the approved exit management plan, the Selected Agency would work towards handover of the operations to the next service provider. All the relevant information regarding the Project in terms of data, documents, files, SOPs/ guidelines, database, process documents etc. would have to be handed over to NHM-MP and/or to the next service provider
- 4.5.11 The exit management period would continue in accordance with provisions of clause 4.5.3. Only during this period subsequent to Contract end date, the Selected Agency would not be entitled to receive any payments from NHM-MP
- 4.5.12 In case the knowledge transfer and requisite information/ data/ documents/ SOPs etc. are not transferred or shared by the Selected Agency with NHM-MP and/or the next service provider within the defined timelines, NHM-MP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency

#### **4.6 Responsibility of National Health Mission, Government of Madhya Pradesh**

- 4.6.1 All training material required for ASHA Training shall be printed and handed over to the Selected Agency by NHM-MP
- 4.6.2 NHM-MP shall be responsible to share the details of Batch size to the Selected Agency at the time of signing of Contract
- 4.6.3 Concerned Block officials shall be responsible for prior intimation to ASHAs about training venue and Training Schedule
- 4.6.4 NHM-MP shall make arrangements to provide login credentials to the Selected Agency to access the ASHA website designed by NHM-MP
- 4.6.5 NHM-MP will provide the key questions to be included in the feedback form developed by the Selected Agency. If the Selected Agency prepares a questionnaire, they must be inclusive of the questions provided by NHM-MP and the same shall be finalized after approval from NHM-MP only
- 4.6.6 NHM-MP shall provide appropriate assistance and issuance of office orders for organization of trainings
- 4.6.7 NHM-MP shall ensure that the fund will be released to the office of the District CMHO every Financial Year for the Contract Period and that there is timely settlement of claims at the agreed terms in accordance with the provisions of the Contract
- 4.6.8 NHM-MP would reserve the rights for independent verification of the activities and do

periodic assessments on various issues including but not limited to the concurrent processes followed by Selected Agency

- 4.6.9 NHM-MP to conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the Selected Agency
- 4.6.10 Prescribe various formats for reporting progress of the training program. The Selected Agency may submit their own reporting formats which could be used after due approval by NHM-MP

#### **4.7 Project Timelines**

##### **A. Commencement of services:**

<b>S. No.</b>	<b>Name of the deliverable/Activity</b>	<b>Timelines</b>
1	Information gathering and discussion with CMHO and NHM-MP	T0* + 5 days
2	Mobilization of resources and submission of Training plan	T0 + 20 Days
3	Commencement of Services	T0 + 30 days

\*Where T0 shall be date of signing of Contract with the Selected Agency (s)

## **SECTION 5. PAYMENT TERMS**

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### **5.1. Funds Disbursement and Payment**

#### **5.1.1 Fund Disbursement (General)**

- (a) No advance payment shall be made by NHM-MP at the time of signing of Contract with Selected Agency
- (b) No separate payments to be made for any consumables, printing related expenses, transportation & supply costs, manpower deployed etc. by the Selected Agency. The cost for the same shall be borne by the Selected Agency only
- (c) The Selected Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for performing proper and efficient working of the Project during Contract Period
- (d) The payment will be subject to TDS as per Income Tax Rules/ GST [(“**Goods and Service Tax**”) if applicable] and other statutory deductions as per Applicable Laws
- (e) GST, (if applicable), shall be paid by the office of the CMHO separately on prevailing rates
- (f) Payments shall be subject to deductions of any amount for which the Selected Agency is liable as per the penalty clauses set out in the RFP document/Contract

#### **5.1.2 Fund Disbursement**

- (a) Payment to the Selected Agency shall be made from the office of the Chief Medical and Health Officer (“**CMHO**”) of the respective district
- (b) The fund allocation for every training whether it be induction training or refresher training shall be decided and fixed in advance by NHM-MP in consultation with the District CMHO
- (c) The Selected Agency shall be disbursed funds in 03 (three) instalments on the following basis:
  - (i) The Selected Agency shall submit the training plan to the CMHO and initiate training following which 20% (twenty percent) advance would be given within 01 (one) week of the start of the training session;
  - (ii) Once the 80% (eighty percent) of the first tranche of 20% (twenty percent) is utilized, the Selected Agency, shall submit an unaudited statement of expenses duly signed by the Chief Functionary/ Authorized person of the Selected Agency to CMHO to get the second instalment of 20% (twenty percent) within 01 (one) week after submission of Utilization Certificate (“**UC**”);
  - (iii) The remaining 60% (sixty percent) amount shall be released to the Selected Agency on submission of the final report and audited Statement of Expenditure (“**SOE**”) with UC to NHM, MP and District CMHO
- (d) Prior to disbursement of funds, the Selected Agency must have fulfilled, in form and substance satisfactory to CMHO, the conditions precedent to each such disbursement within the applicable timelines or other deadlines noted in the special conditions
- (e) The Selected Agency shall submit CA audited UC, progress report and expenditure reports in form and substance satisfactory to District CMHO within the prescribed timelines
- (f) The Selected Agency must provide additional/ supplementary documents for verification of the fund utilization to NHM-MP, if required from time to time
- (g) All the payments will be made in Indian Rupees only

- (h) All the remittances due to the Selected Agency shall be remitted to the bank account of the Selected Agency as per the details provided at the time of signing of the Contract by the Selected Agency, for all payments relating to disbursement of funds or any other payments related to the Project that shall become due in favour of the Selected Agency

## **5.2. Disputed Payments**

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

## SECTION 6. KPIs AND PENALTY

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

### 6.1 KPIs and Penalty

#### Operational Parameters/ Implementation Activity /Penalties

S. No	Key Performance Indicators	Compliance Rates	Source of data / Method of verification	Validation Frequency	Penalty (Liquidated Damages)
1.	Delay in organization of training as per agreed timelines	100%	Training plan approved by CMHO/NHM-MP	As per the agreed training schedule	INR 500/- (Five Hundred) per day delay beyond scheduled training date as agreed by NHM-MP & Selected Agency
2.	Cancellation of planned Training	100%	Information regarding cancellation of training batch should be given to department and participants before 7 days of scheduled training date	As per the agreed training schedule	INR 500/- (Five Hundred) per day delay in sharing information regarding cancellation of training with the department and participants, if Agency fails to convey the information before 7 (seven) days of scheduled training date
4.	Availability of Training Coordinator at the time of Training	100%	Training Attendance Register	As per the agreed training schedule	INR 500/- (Five Hundred) per day for per day absence of Training Coordinator
5.	Training Coordinator position lying vacant for more than 20 (twenty) days from date of exit of Training Coordinator	100%	Monthly Attendance Register	As per the agreed training schedule	INR 500/- (Five Hundred) per day beyond timeline
6.	Late submission of SOE	100%	SOE to be submitted within 15 (fifteen) days from the training completion date	As per timelines mentioned in the RFP	INR 200/- (Two Hundred) per day delay beyond permissible timeline



**Notes:**

- (a) CMHO of district shall have full discretion to deduct penalties from funds to be disbursed after clarification sought from the Selected Agency (s)
- (b) If the penalty exceeds the 10% (ten percent) value of disbursed funds the remaining amount shall be deducted from the funds to be disbursed for subsequent trainings to be conducted
- (c) If the total amount of penalty exceeds the 10% (ten percent) of total funds allocated the Contract with the Selected Agency will be summarily terminated
- (d) In case of Force majeure events, which are beyond the control of the Selected Agency, no penalty shall be levied

## **SECTION 7. GENERAL TERMS OF RFP**

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### **7.1 Period of Contract**

**7.1.1.** The Contract will be signed with the Selected Bidder initially for a period of 03 (three) years. The Contract will be renewed based on the performance of the Selected Agency as per the defined KPIs. The Contract, post 03 (three) years, may be extended further for 01 (one) more year based on the performance of the Selected Agency and mutual agreement between NHM-MP and the Selected Agency. The maximum extension of the engagement of the Selected Agency shall be up to 02 (two) years only and at the sole discretion of NHM-MP

### **7.2 Performance Security**

**7.2.1** Performance security equivalent to a sum of INR 1,00,000 (One Lakh only) (“**Performance Security**”) for each of the awarded districts shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP

**7.2.2** The Selected Bidder shall supply the Performance Security, as mentioned in the above para, for the awarded districts annually instead of combined amount together for 03 (three) years. The Selected Agency shall renew the Performance Security, annually, and prior to expiry of the validity period of the earlier Performance Security. In case of any extension beyond 03 (three) years, the Selected Agency shall supply the same as per extended Contract Period

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

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

- (a) The Selected Agency is not able to deliver services as per KPIs as set out in the Contract;
- (b) The Selected Agency or its employee(s) is involved in any unlawful activity during its engagement with NHM-MP;
- (c) In case Selected Agency fails to comply with approved Exit Management Plan

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

### **7.3 Confidentiality**

- 7.3.1** This document is meant for the specific use by such parties who are interested to participate in the Selection Process. This document in its entirety is subject to Copyright Laws. National Health Mission, Madhya Pradesh expects the Bidders or any person acting on behalf of the Bidders to 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 the NHM- MP in the event that such a circumstance is brought to the notice of NHM-MP. By downloading/purchasing the 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 the NHM- MP in relation to, or matters arising out of, or concerning the Selection Process. NHM-MP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NHM-MP 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 the NHM- MP or as may be required by law or in connection with any legal process.
- 7.3.4** The Selected Agency shall comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government /State Government/ MoHFW/ NHM-MP in connection to protection of data privacy and confidentiality as applicable on the Project.

#### **7.4 Interference with Tender Process**

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

#### **7.5 Fraud and corrupt practices**

- 7.5.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NHM-MP will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, NHM-MP will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to NHM-MP for, *inter alia*, time, cost and effort of NHM-MP, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 7.5.2** Without prejudice to the rights of NHM-MP under the Clause 7.5, hereinabove and the National Health Mission, Government of Madhya Pradesh, India

rights and remedies which NHM-MP may have under the Work Order or the Contract, if a Bidder or Selected Agency, as the case may be, is found by NHM-MP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Contract, such Bidder or Selected Agency shall not be eligible to participate in any tender issued by NHM-MP during a period of 03 (three) years from the date such Bidder or Selected Agency, as the case may be, is found by NHM-MP to have directly or through an agent, engaged or indulged in any Prohibited Practices

**7.5.3** For the purposes of the Clause 7.5.2 hereinabove, the following terms shall have the meaning hereinafter respectively assigned to them:

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

## **7.6 Debarment from Bidding**

7.6.1 If NHM-MP finds that a Bidder has breached the code of integrity prescribed above, it may debar the Bidder for a period of 03 (three) years

7.6.2 Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of a Bidder has been forfeited by NHM-MP in respect of the Selection

Process or procurement Contract, the Bidder shall be debarred from participating in any tender process undertaken by NHM-MP for a period of 03 (three) years

- 7.6.3 NHM-MP 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 or Hindi language only.
- 7.7.2 If any other documents submitted as part of the Proposal are in a language other than English or Hindi, 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 and NHM-MP, shall be written in English or Hindi language only
- 7.7.4 All notices required to be given under this Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English and Hindi language, as applicable

## **7.8 Failure to agree with the “Terms and Conditions” of the RFP/Contract**

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

## **7.9 No partnerships**

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

## **7.10 Signing of Contract**

The Selected Agency shall execute the Contract within 1 (one) month from the date of Work Order with NHM-MP. In exceptional circumstances, on request of the Selected Agency in writing for extension, NHM-MP reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued shall also be applicable for the Contract

## **7.11 Contract Documents**

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

- (i) This Contract;
- (ii) Work Order;
- (iii) Pre-bid clarification and Corrigendum, if any; and
- (iv) RFP

## **7.12 Execution of Contract**

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

### **7.13 Costs of signing**

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

### **7.14 Sub-Contracting**

Sub-contracting of the Scope of Work or any part thereof under this RFP is not permitted at any stage during the Contract Period

### **7.15 Monitoring of Contract**

- 7.15.1 NHM-MP 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 the Contract
- 7.15.2 If delay in delivery of service is observed, a performance notice would be given to the Selected Agency to speed up the delivery. Any change in the constitution of the Selected Agency (as the case may be) etc. shall be notified forth with by the Selected Agency in writing to NHM-MP and such change shall not relieve Selected Agency, from any liability under the Contract

### **7.16 Reporting**

All correspondences by the Selected Agency shall be addressed to the Mission Director of NHM-MP and/or to the District CMHO. However, on a regular basis, the Selected Agency shall be in contact with the designated staff of NHM-MP and/or the office of the District CMHO for day-to-day requirements for execution of Training services

### **7.17 Copyright**

The copyright in all materials containing data and information furnished to the Selected Agency herein shall remain vested in NHM-MP, or, if they are furnished to NHM-MP 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

### **7.18 Responsibility of accuracy of project documents**

The Selected Agency shall be responsible for accuracy of the contents of all outcome reports and prescribed Project documents prepared and submitted to NHM-MP, as a part of these services. The Selected Agency shall indemnify NHM-MP against any adverse outcomes attributable to inaccuracies in the defined Scope of Work, which might surface and arise during the implementation of the Project

### **7.19 Recoveries from Contracted Agency**

- 7.19.1 Recovery of liquidated damages shall be made from funds to be disbursed to the Selected Agency
- 7.19.2 In the event of default, NHM-MP shall recover liquidated damages as levied upon failure

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

## **7.20 Force Majeure (“Force Majeure”)**

- 7.20.1 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
- 7.20.2 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
- 7.20.3 A party affected by an event of Force Majeure shall immediately notify the other party within 7 (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
- 7.20.4 The failure of a party to fulfill any of its obligations under the work order/ Contract shall not be considered to be a breach of, or default under the Work Order/ 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 Work Order/ Contract; and,
  - (b) has informed the other party within 7 (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 the Force Majeure event(s) affects the party’s obligation(s) under the Work Order/ Contract

## **7.21 Events of Default and Termination**

### **7.21.1 Agency Events of Default**

- (a) The Selected Agency has failed to replenish the Performance Security within 30 (thirty) working days of the encashment by NHM-MP of the earlier Performance Security;
- (b) The Selected Agency has abandoned the Project for a period of more than 30 (thirty) days;
- (c) Any representation made or warranty given by the Selected Agency under the RFP/Contract is found to be false or misleading;
- (d) The Selected Agency has unlawfully repudiated the Contract or has otherwise expressed an

- intention not to be bound by the Contract;
- (e) The Selected Agency is in material breach of any of its obligations as mentioned in the RFP/ Contract;
  - (f) Any other instance explicitly mentioned in the RFP/ Contract as having constituted an event of default.

#### **7.21.2 Termination for Default**

- (a) NHM-MP may, without prejudice to any other remedy for breach of Contract, by written 30 (thirty) days' notice of default send to the Selected Agency, terminate the Contract in whole or part if the Selected Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NHM-MP pursuant to conditions of the terms and conditions set out in the Contract or if the Selected Agency fails to perform any other obligation(s) under the Contract
- (b) In event of termination resulting under the aforesaid Clause 7.21.2 hereinabove, NHM-MP shall not be liable to make payments in favor of the Selected Agency; however, NHM-MP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency
- (c) In the event that NHM-MP terminates the Contract in whole or in part, pursuant to the terms and conditions set out in the Contract, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Selected Agency shall be liable to pay NHM-MP for all costs and expenses relating to procurement of such similar services. However, Selected Agency shall continue the performance of the Contract to the extent not terminated

#### **7.21.3 Termination for Insolvency**

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

#### **7.21.4 Termination for Convenience**

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

#### **7.21.5 Termination for Force Majeure**

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



period shall be duly paid to the Selected Agency by NHM-MP

### **7.22 Premature Termination of Contract**

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

### **7.23 Continuity of Operations**

In case of termination, the Selected Agency will continue operations on existing terms and conditions as mentioned in the Exit Management Plan from the date of termination till the date of handing over of complete operations including assets owned by NHM-MP to the succeeding agency or taking over of complete operations by NHM-MP itself, whichever is earlier. All assistance shall be provided by the outgoing Agency in handing over of all assets, policy documents, SOPs etc. to succeeding agency without any extra cost on behalf of NHM-MP

### **7.24 Indemnity**

- 7.24.1 The Selected Agency shall at all times indemnify and keep indemnified NHM-MP 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, (a) a breach by the resources appointed by or through the Selected Agency of any obligations specified in relevant clauses hereof; (b) 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
- 7.24.2 The Selected Agency shall at all times indemnify and keep indemnified NHM-MP against all claims/damages etc. for any infringement of any Intellectual Property Rights ("IPR") while providing its services under the Project
- 7.24.3 The Selected Agency shall at all times indemnify and keep indemnified NHM-MP 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
- 7.24.4 The Selected Agency shall at all times indemnify and keep indemnified NHM-MP 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
- 7.24.5 All claims regarding indemnity shall survive the termination or expiry of the Contract

### **7.25 Severability**

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

shall not be subject to dispute resolution under this RFP or otherwise

**7.26 Notices**

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

<p><b><u>To NHM-MP:</u></b>                  Mission Director/ The Nodal,                  National Health Mission                  Link road no. 03,                  In front of Patrakar Colony,                  Bhopal 462003, Madhya Pradesh                  Email: <a href="mailto:storenhm22@gmail.com">storenhm22@gmail.com</a>                  Tel. No.: 0755-4092595                  Attn.: Deputy Director, ASHA</p> <p><b><u>To District CMHO</u></b>                  (Full Address)                  (Contact nos.)                  (email)</p>	<p><b><u>To the Selected Agency</u></b>                  .....                  .....                  .....</p>
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Or such address, telex number or facsimile number as may be duly notified by the respective parties from time to time and shall be deemed to have been made or delivered. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address

**7.27 Modification of Contract**

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

**7.28 Settlement of Dispute**

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

## **7.29 Arbitration**

- 7.29.1 Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with RFP/Contract, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in Bhopal and in case the Parties are not able to agree the identity of the sole arbitrator, within a period of 15 (fifteen) days, then the arbitration shall be conducted by a panel of three arbitrators, one arbitrator being appointed by each of the two Parties and the third arbitrator appointed by the two arbitrators so appointed
- 7.29.2 The arbitration shall be conducted in accordance with the provisions mentioned under Madhya Pradesh Madhyastham Abhikaran Adhiniyam, 1983 and any amendments thereof in effect at the time of the arbitration or any statutory modification thereof. The seat of the arbitration shall be Bhopal, India and it shall be conducted in the English language and all written documents used during the arbitration shall be in English
- 7.29.3 During any period of arbitration, there shall be no suspension of the Contract. During the arbitration, the Selected Agency shall continue to fulfill its obligations under the Contract except for such obligations and other matters, which are the subject of arbitration.
- 7.29.4 The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned and any person affected by it. The award may include an award of costs, including reasonable attorneys' fees and disbursements. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause
- 7.29.5 The parties specifically agree that any arbitration shall be pursuant to Clause 7.29 above and the Clause is governed by Indian Law
- 7.29.6 Subject to the arbitration proceedings as stated above, the adjudication of all Disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at Bhopal

## **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, NHM-MP, Government of Madhya Pradesh shall be applicable

## **7.31 Miscellaneous**

- 7.31.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process
- 7.31.2 NHM-MP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;

- (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/or evidence submitted to NHM-MP 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 NHM-MP, 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 NHM-MP or submitted by a Bidder to NHM-MP shall remain or become the property of NHM-MP. Bidders or the Agency, as the case may be, are to treat all information as strictly confidential. NHM-MP will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to NHM-MP in relation to the Project shall be the property of NHM-MP
- 7.31.5 NHM-MP 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 Agency shall execute the whole work in strict accordance with directions issued by NHM-MP from time to time
- 7.31.9 NHM-MP shall reserve the right to make any alterations in or additions to the original Scope of Work on mutually agreed terms. Any additional work which the Selected Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Selected Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by NHM-MP
- 7.31.10 Any publicity by the Selected Agency in which the name of NHM-MP is to be used should be done only with the explicit written permission of NHM-MP
- 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/ NHM-MP in connection to the performance of its obligations under this RFP/ Contract.
- 7.31.12 The Selected Agency shall demonstrate that it has achieved programmatic results consistent with the activities set forth in Contract and explain any reason for deviation from set activities to NHM-MP or the District CMHO. If the Selected Agency fails to achieve the programmatic activities set forth in the Contract, during the periods set forth therein, NHM-MP may, at any time, and in its sole discretion, terminate or suspend the Contract by written notice to the Selected Agency

**SECTION 8. ANNEXURES**

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**ANNEXURE 1: COVER LETTER**

*(To be submitted on the letterhead of the Bidder)*

To,  
Mission Director  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No. 3, In front of Patrakar Colony,  
Bhopal, Madhya Pradesh 462003

**Sub.: “Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP”**

Dear Sir/Madam,

With reference to your RFP document Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “*Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP*”

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

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

1. We acknowledge that NHM-MP 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 Agency for the aforesaid Project.
3. We shall make available to NHM-MP any additional information it may deem necessary or require for supplementing or to authenticate the Proposal.
4. We acknowledge the right of NHM-MP to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we/ or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda issued by NHM-MP;
  - (b) We do not have any conflict of interest in accordance with the terms of the RFP;

National Health Mission, Government of Madhya Pradesh, India

- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered with NHM-MP or any other public sector enterprise or any government, Central or State; and
  - (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - (e) We declare that the undertakings given by us along with the Proposal in response to the RFP for the Project are true and correct as on the date of making the Proposal and we shall continue to abide by them.
  - (f) We declare that there is no pending, active or previous legal action that prevents us from submitting the Proposal and executing the Contract or fulfilling the conditions of the Project.
7. We understand that NHM-MP may cancel the Selection Process at any time and that NHM-MP 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 any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. We further certify that in regard to matters relating to security and integrity of the country, we or our Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our Associates.
  11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our Associates or against our CEO or any of our Members/Trustee / Directors/ Managers/ employees.
  12. We declare that we or any of our Associates have not paid and shall not pay any bribe to any officer of NHM-MP for awarding this Project at any stage during its execution or at the time of payment of bills and further, if any officer of NHM-MP asks for bribe/gratification, we or our Associates shall immediately report it to the appropriate authority in NHM-MP.
  13. We further certify that we or our Associates are not barred by the Central Government/ State Government, or any entity controlled by it, from participating in any project, and no bar subsists as on the date of Proposal.
  14. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate NHM-MP of the same immediately.
  15. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in NHM-MP, apart from any other appropriate/legal action, as the case maybe.

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

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

Yours sincerely,

Authorized Signature (*As per Annexure 7*)

[*In full and initials with Seal*]:

[*Location, Date*]

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

(*Name and seal of the Bidder*)



**Bidder's Contact Details**

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

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

**ANNEXURE 2: TURNOVER AND NETWORTH DETAILS OF BIDDER**

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

**Average Annual Turnover**

S. No.	Financial years	Turnover (INR)	Positive Net worth (Yes/ No)
1.	2018-2019		
2.	2019-2020		
3.	2020-2021		
	Average Annual Turnover		

This is to certify that the Net worth of \_\_\_\_\_ (*name of Bidder*) \_\_\_\_\_ is Positive for each of the last 03 (three) Financial Years i.e., 2018-19, 2019-20 & 2020-21 as per the Audited Financial Statements.

**Note:**

- (a) Certificate issued by a statutory auditor along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted on the letterhead of the Statutory Auditor
- (b) Provide supporting Audited Financial Statements (Balance Sheets, Profit and Loss Statements, etc.) of the bidding organization/ firm

Name, Membership number and Signature of the Chartered Accountant:

Name and seal of the firm:

[*Location, Date*]

Authorized Signature (*As per Annexure 7*)

[*In full and initials with Seal*]:

[*Location, Date*]

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

(*Name and seal of the Bidder*)

**ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL**

*(To be submitted on the letterhead of the Bidder)*

To,  
Mission Director  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No. 3, In front of Patrakar Colony,  
Bhopal, Madhya Pradesh 462003

**Sub.: “Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP”**

Dear Sir/Madam,

With reference to your RFP document Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for “*Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP*”. The Proposal is unconditional and unqualified.

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

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

1. We acknowledge that NHM-MP 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 Agency for the aforesaid Project.
3. We shall make available to NHM-MP any additional information it may deem necessary or require for supplementing or to authenticate the Proposal.
4. We acknowledge the right of NHM-MP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 03 (three) years, we or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
  - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda which shall be issued by NHM-MP;
  - (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;
  - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

as defined in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with NHM-MP or any other public sector enterprise or any government, Central or State; and

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

Yours sincerely,

Authorized Signature (*As per Annexure 7*)

*[In full and initials with Seal]:*

*[Location, Date]*

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Bidder)*

**ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE**

**SUMMARY**

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

Assignment Name:	Approx. value of the contract
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Address of Client:	Approx. value of the services provided by Bidding firm
Start Date (Month/Year):	Completion Date (Month/Year):
Narrative Description of Project:	
Description of actual services provided by Bidder's staff:	

**Documents/Proofs are required for all of the above**

**NOTE:** *Kindly provide copies of supporting documents such as letter of award/ work order/ agreement/ MoU/ project completion certificate/ auditor certificate*

Authorized Signature (As per Annexure 7)

*[In full and initials with Seal]:*

*[Location, Date]*

Name and Title of Signatory:

Name of Bidder (Firm/ Organization's name):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Bidder)*

**ANNEXURE-4: SELF-DECLARATION**

*(To be submitted on the letterhead of the Bidder)*

To,  
Mission Director  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No. 3, In front of Patrakar Colony,  
Bhopal, Madhya Pradesh 462003

In response to the RFP document Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022 for “Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP”, as a Member/Trustee/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,

- (a) Possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by NHM-MP
- (b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP document
- (c) Have an unblemished record and is/are not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT
- (d) Do not have any previous transgressions with any entity in India or any other country during the last 03 (three) years
- (e) 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
- (f) 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 into 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
- (g) Do not have a conflict of interest which materially affects the fair competition
- (h) Will comply with the code of integrity as specified in the RFP 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 GoMP, my/ our security may be forfeited in full; our proposal, to the extent accepted, may be cancelled and NHM-MP may choose to blacklist me/us for a period it may deem fit.

Thanking you,

Yours sincerely,

*Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P.*

Authorized Signature (*As per Annexure 7*)

*[In full and initials with Seal]:*

*[Location, Date]*

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization 's name*):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Bidder)*



**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 Member /Trustee/ Managing Director / Holder of power of attorney of .....(*insert name of Bidder*).....the NGO, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

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

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

WITNESS:

1) Full Name .....  
Address .....  
Signature .....

2) Full Name .....  
Address .....  
Signature .....

*Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P.*

Authorized Signature (*As per Annexure 7*)

*[In full and initials with Seal]:*

*[Location, Date]*

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization 's name*):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Bidder)*

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

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

Ref.:

Bank Guarantee:

Date:

Dear Sir/Madam,

In consideration of .....[*Name of Client*] (hereinafter referred as the ‘NHM-MP’, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [*name of Selected Agency*] a [*provide nature of organization*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the ‘Selected Agency’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Award to “*Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP*” Work Order by issue of NHM-MP’s Work Order No. [*reference*] dated [*date*] and the same having been unequivocally accepted by the Selected Agency, resulting in a Work Order/contract valued at INR [*amount in figures and words*] for [*Scope of Work*] (hereinafter called the ‘Work Order’) and the Selected Agency having agreed to furnish a Bank Guarantee amounting to INR [*amount in figures and words*] to NHM-MP for performance of the said Agreement.

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

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

NHM-MP shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work Order by the Selected Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. NHM-MP shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against NHM-MP and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work Order between NHM-MP and the Selected Agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by NHM-MP of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of NHM-MP or any other indulgence shown by the authority or by any other matter or

thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

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

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

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Note:

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

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

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

**POWER OF ATTORNEY**

Know all men by these present, we (name and address of the registered office of the Bidder) do hereby constitute, nominate, appoint and authorize Mr. /Ms. \_\_\_\_\_ 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 necessary or required in connection with or incidental to the Proposal/Bid to “Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP’ for a period of 03 (three) years as defined under this RFP (Project), representing us in all matters before NHM-MP 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 cause to be done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_2022

**Accept**

(Signature)

(Name, Title and Address of the Attorney)

**Notarized**

**For** \_\_\_\_\_(Signature)

(Name, Title and Address of PoA Giver)

WITNESS:

1) Full Name .....  
Address .....  
Signature .....

2) Full Name .....  
Address .....  
Signature .....

Notes:

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

**ANNEXURE 8: DECLARATION FOR EXISTENCE OF THE FIRM**

*(To be submitted on the letterhead of the Bidder)*

To,  
Mission Director  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No.03, In front of Patrakar Colony,  
Bhopal 462003 Madhya Pradesh

I / We (*Full name in capital letters*), Holder of Power of Attorney of \_\_\_\_\_ (*insert name of Bidder*) \_\_\_\_\_ as the Member /Trustee/ Managing Director certify and confirm that \_\_\_\_\_ (*insert name of the Bidder*) \_\_\_\_\_ has been in operation for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21 & 2021-22) in the field of providing \_\_\_\_\_ (*areas of services to be mentioned*) .

Yours sincerely,

Authorized Signature (*As per Annexure 7*)

[*In full and initials with Seal*]:

[*Location, Date*]

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

(*Name and seal of the Bidder*)

**ANNEXURE-9: SELF DECLARATION FOR BANKRUPTCY/INSOLVENCY**

*(To be submitted on the letterhead of the Bidder)*

To,

Mission Director  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No. 3, In front of Patrakar Colony,  
Bhopal, Madhya Pradesh 462003

**Sub.: Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP**

Dear Sir/Madam,

I/We .....(name of the firm/NGO) confirm that neither I/We is/are declared insolvent or bankrupt by any Bank/Court/Tribunal in any of the last 03 (three) Financial Years (F.Y. 2019-20, F.Y. 2020-21 & F.Y. 2021-22) nor any insolvency resolution or liquidation or bankruptcy proceedings have been initiated against me/us in any of the last 03 (three) Financial Years (F.Y. 2019-20, F.Y. 2020-21 & F.Y. 2021-22) and till completion of the Selection Process under this RFP.

Yours sincerely,

Authorized Signature (*As per Annexure 7*)

*[In full and initials with Seal]:*

*[Location, Date]*

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Bidder)*



**ANNEXURE 10: ANTI COLLUSION CERTIFICATE**

*(To be submitted on the Letterhead of the Bidder)*

To,  
Mission Director  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No.03, In front of Patrakar Colony,  
Bhopal 462003 Madhya Pradesh

We hereby certify and confirm that in the preparation and submission of our proposal for RFP document Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022 for “*Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P. for NHM-MP*”, 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 (*As per Annexure 7*)

*[In full and initials with Seal]:*

*[Location, Date]*

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

*(Name and seal of the Bidder)*

**ANNEXURE 11: LETTER OF EXCLUSIVITY**

*(To be submitted on the Letterhead of the Bidder)*

To,  
Mission Director,  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No.03, In front of Patrakar Colony,  
Bhopal 462003 Madhya Pradesh

We, \_\_\_\_\_ (*insert name of Bidder*) \_\_\_\_\_, hereby declare that we are/will not associate with any other firm/entity submitting a separate application for RFP document Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022 for “*Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P. for NHM-MP*”” under consideration.

Yours sincerely,

Authorized Signature (*As per Annexure 7*)

[*In full and initials with Seal*]:

[*Location, Date*]

Name and Title of Signatory:

Name of Bidder (*Firm/ Organization's name*):

Address:

Telephone:

Fax:

Email:

(*Name and seal of the Bidder*)

**ANNEXURE-12: LIST OF PREFERRED DISTRICTS**

*(To be submitted on the letterhead of the Bidder)*

To,

Mission Director  
National Health Mission - Madhya Pradesh (NHM-MP)  
Link Road No. 3, In front of Patrakar Colony,  
Bhopal, Madhya Pradesh 462003

**Sub.: Request for Proposal for Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP**

Dear Sir/Madam,

I/ We hereby submit our list of preferred districts wherein the district mentioned at S. No. 01 is the most preferred district and the district mentioned at S. No.04 is the least preferred district for this Project

<b>S. No.</b>	<b>Name of the District</b>	<b>Logistical Strength</b> <i>(to be filled in as applicable)</i>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		

**Note:**

Please mention here and attach supporting documents, if the Bidder is already working in the preferred/ applied (any of the abovementioned) districts along with Logistic strength as described under Pre-Qualification Criteria no. 04 & Technical Evaluation Criteria no. 01 of this RFP along with this Annexure

Yours sincerely,

Authorized Signature [*In full and initials*]:

*(PoA holder as per Annexure 7)*

Name and Title of Signatory:

Name of Firm:

Address:

Telephone: Fax:

*(Name and seal of the Bidder)*



**CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY PROPOSAL DUE DATE**

S. No.	List of Documents	Y/ N (Yes/ No)	Filename/ Page no.
1.	<b>Annexure 1:</b> Cover Letter		
2.	Registration documents of the Bidder as an NPO/NGO, Trust or any legal entity along with:		
(i)	Details of governing body or council/ managing or executive committee members in case of an NGO		
(ii)	Details of Board of Director/ Managing Director/ CEO/ Managing Committee members in case of a non-profit company		
(iii)	Details of Trustees/ Board of Trustees in case of a Trust		
(iv)	Trust Deed		
(v)	Byelaws of the society /NGO		
(vi)	PAN Card of the registered legal entity		
(vii)	GST certificate of the registered legal entity		
(viii)	Any other supporting document, as may be required		
3.	Undertaking on the letterhead of the Bidder (as per <b>Annexure-08</b> ) stating that the Bidder has been in existence and engaged in the in the area of providing services for Healthcare / Education / Women and Child Development or Rural Development for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21 and 2021-22) and also must be in existence at the time of Proposal submission i.e., on Proposal Due Date		
4.	Copy of latest rent agreement with NOC from landlord; or Copy of registry along with latest copy electricity bill/ latest copy of telephone bill in the name of Bidder (not older than 1 (one) year from the Proposal Due date)		
5.	Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, project period and all other essential details of the contract. Third party certification will not be admissible and will be required from concerned Government authority only Undertakings/ Declarations in lieu of/or in support of above requirement if submitted on Bidder's letter head shall not be accepted		
6.	<b>Annexure 2:</b> Turnover & Net Worth details of Bidder		
(i)	Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years		
7.	<b>Annexure 3:</b> Format For Technical Proposal		
8.	<b>Annexure 3A:</b> Format for submitting Work Experience Summary		
9.	<b>Annexure 4:</b> Self-Declaration		
10.	<b>Annexure 5:</b> Blacklisting And Pending Suit (Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5)		
11.	<b>Annexure 7:</b> Format For Power Of Attorney For Authorized Signatory		
12.	<b>Annexure 8:</b> Declaration for Existence of the Firm		

*Selection of an Agency to Provide Organization and Management Support for conducting ASHA Trainings in select districts of M.P.*

<b>S. No.</b>	<b>List of Documents</b>	<b>Y/ N (Yes/ No)</b>	<b>Filename/ Page no.</b>
13.	<b>Annexure 9:</b> Self-declaration for Bankruptcy /Insolvency		
14.	<b>Annexure 10:</b> Format For Anti-Collusion Certificate		
15.	<b>Annexure 11:</b> Letter Of Exclusivity		
16.	<b>Annexure 12:</b> List of Preferred districts		
17.	Any other supporting documents, as may be required		

**ANNEXURE -14: MASTER SERVICE AGREEMENT**

**For**

*“Providing Organizational and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP”*

This Master Services Agreement (“**Agreement**”) is made and entered into at Bhopal, Madhya Pradesh India on this [●] day of [●], 2022. The effective date of Agreement is [●], 2022.

**BY AND BETWEEN**

**National Health Mission-Madhya Pradesh**, registered as State Health Society under the Madhya Pradesh Society Registrarian Adhiniyam, 1973, having its registered office at **Link Road No. 03, in front of Patrakar Colony, Bhopal 462003 Madhya Pradesh** (hereinafter referred to as "**NHM-MP**"), which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns of the **FIRST PART**;

AND

M/s. [●] (*insert name of Selected Bidder & Bidder’s entity registration as NGO/Trust/NPO/ Company*) incorporated under the provisions of the [●] (*insert name and year of Act under which incorporated*) having its registered office at [●] [*insert address of registered Head Office Branch office*], (hereinafter referred to as “**Agency**”), which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors, executors and permitted assigns, of the **SECOND PART**;

(Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as ‘**Party**’.)

- A. **WHEREAS** NHM-MP required the services of an agency “*To Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP*” (“**Project**”) and in this regard issued RFP with Reference No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022, Tender ID: .....subsequent Corrigendum No. [●] dated [●] respectively.
- B. NHM-MP had prescribed the technical terms and conditions and invited proposals from the eligible bidders pursuant to the RFP for undertaking the Project.
- C. [●] submitted a Proposal in response to the RFP “*to provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP*”, Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022 on the e-tender portal.
- D. After evaluation of the proposals received, NHM-MP had accepted the proposal submitted by [●] and proceeded to issue a work order dated .././..... (“**Work Order**”) in name of [●] (hereinafter to be referred to as the “**Agency**”) on the basis of its Proposal for the District [●].

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:**

## **1. DEFINITIONS**

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

“**Agency**” or “**Selected Agency**” shall mean the Selected Bidder with whom the Contract is signed pursuant to its selection as per the RFP

“**Agreement**” shall mean this Agreement to Provide Organization and Management Support for conducting ASHA Trainings in Select Districts of Madhya Pradesh for NHM-MP.

“**Applicable Law**” shall mean all laws brought into force and effect as on the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation the rules, regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect.

“**Authorized Representative/ Signatory**” shall mean the representative/ officer vested explicitly (for the Selected Agency, by means of a Power of Attorney as per this RFP) with the powers to commit the authorizing organization to a binding agreement.

“**Contract Period**” shall mean a period of 03 (three) years from the date of signing of this Agreement.

“**Effective Date**” shall mean the date of execution of this Agreement.

“**NHM-MP**” shall mean the National Health Mission, Madhya Pradesh constituted as a Society under the Madhya Pradesh Society Registrarian Adhiniyam, 1973

“**Nodal, NHM-MP**” shall mean an NHM-MP 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 Agreement, the Mission Director, NHM-MP shall be the Nodal NHM-MP.

“**Proposal**” shall mean the Proposal submitted by the Selected Bidder pursuant to the RFP.

“**RFP**” means the request for proposal Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022 pursuant to which proposals were invited by NHM-MP for selection of an agency to provide organization and management support for conducting ASHA Trainings in in Select Districts of Madhya Pradesh for NHM-MP;

“**Selected Bidder(s)**” means [●], selected by NHM-MP, as per the terms of the RFP.

“**Services(s)**” shall mean and include all the services delivered by the Agency in accordance with the Scope of Work, annexed as Schedule I with this Agreement and all the provisions of the RFP and this Agreement

## **2. INTERPRETATION**

(a) the words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the RFP shall, unless repugnant to the context, have the meaning ascribed thereto in the RFP



- (b) a reference to any agreement is a reference to that agreement and all exhibits, schedules, annexures and the like incorporated therein, as the same is amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;
- (c) a reference to statutes shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;
- (d) any reference to a person or entity shall include such person's and such entity's successors and permitted assigns, and shall include all-natural persons, corporations, companies, and partnerships and other legal entities;

**3. The following documents attached hereto shall be deemed to form an integral part of this Agreement:**

Schedule 1: Scope of Work (Section 4 in the RFP Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022)

Schedule 2: Key Performance Indicators (“KPIs”) (Section 6 in the RFP Ref. No. S. No. N.H.M./Store/2022/4773 dated 22<sup>nd</sup> July 2022)

**4. The mutual rights and obligations of NHM-MP and the Agency shall be as set forth in the Agreement; in particular:**

- (a) The Agency shall carry out the services in accordance with the provisions of the Agreement, Work Order, RFP document and subsequent Corrigenda
- (b) NHM-MP will make payments to the Agency in accordance with the provisions of the Agreement, Work Order and RFP document and subsequent Corrigenda

**5. Agreement Commencement and Execution**

**5.1 Commencement, Completion and Termination of Agreement**

- (a) Effectiveness of Agreement: This Agreement shall be effective from the date of signing of this Agreement by both the Parties i.e., NHM-MP and the Agency.
- (b) Commencement of Services: The Agency shall commence services from the date notified by NHM-MP
- (c) Expiration of Agreement: Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire upon completion of the Contract Period as defined under Clause 8 of this Agreement

**6. Obligations of NHM-MP**

- (a) Assistance and Exemptions: NHM-MP will use its best efforts to assist the Agency with procurement of work permits and such other documents as necessary to enable the Agency to perform the services
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services

**7. Obligations of the Agency**

- (a) The Agency shall be required to fulfill all the obligations and responsibilities set forth in Section 4 ‘Scope of Work’ and other related sections of RFP document. In addition to the provisions set forth in the RFP, the Agency shall comply with all the Applicable Laws including but not limited to all Acts, Amendments, Rules, Codes, Guidelines, Notifications as issued by Central Government/ State Government/ MoHFW/ NHM-MP in connection to the performance of its obligations under this RFP/ Contract

- (b) The Authorized Representative of the Agency is authorized by the Members/Trustees to bind the Agency and receive instructions for and on behalf of the Agency
- (c) The Agency shall, for due and punctual performance of its obligations hereunder relating to the Project, execute and deliver to NHM-MP a Performance Security as stipulated in Clause 9 of this Agreement
- (d) The Agency shall not at any given point of time, assign or delegate its rights, duties or obligations except with prior written consent of National Health Mission, Madhya Pradesh, Government of Madhya Pradesh

#### **8. Period of Contract**

The Contract will be signed with the Selected Bidder initially for a period of 03 (three) years. The Contract will be renewed based on the performance of the Agency as per the defined KPIs. The Contract, post 03 (three) years, may be extended further for 01 (one) more year based on the performance of the Agency and mutual agreement between NHM-MP and the Agency. The maximum extension of the engagement of the Agency shall be up to 02 (two) years only and at the sole discretion of NHM-MP

#### **9. Performance Security**

- (a) Performance security equivalent to a sum of INR 1,00,000/- (INR One Lakh only) (“**Performance Security**”) for each of the awarded districts shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP
- (b) The Selected Bidder shall supply the Performance Security, as mentioned in the Clause 9 (a), for the awarded district (s) annually instead of combined amount together for 03 (three) years. The Agency shall renew the Performance Security, annually, and prior to expiry of the validity period of the earlier Performance Security. In case of any extension beyond 03 (three) years, the Agency shall supply the same as per extended Contract Period
- (c) The Performance Security will be retained by NHM-MP until the completion of the Project by the Agency and be released 60 (sixty) days after the completion of the Project. The Agency shall be required to submit a request in writing to NHM-MP (post completion of 60 (sixty) days) for the return of Performance Security. On receipt of such letter NHM-MP shall process the request within 30 (thirty) days and return the Performance Security upon being satisfied that there has been due performance of the obligations of the Agency under the Contract. However, no interest shall be payable on the Performance Security
- (d) The Performance Security may be invoked on violation of any of the conditions given below:
  - (i) The Agency is not able to deliver services as per KPIs as set out in the Contract
  - (ii) The Agency or its employee(s) is involved in any unlawful activity during its engagement with NHM-MP
  - (iii) In case Agency fails to comply with approved Exit Management Plan
- (e) The Agency shall keep the Performance Security replenished at all times. Such replenishment may be required if NHM-MP has withdrawn/ deducted from the Performance Security owing to a default and the replenishment shall have to be done by the Agency within 30 (thirty) working days of the withdrawal by NHM-MP from the Performance Security. Failure to do so on part of the Agency shall result in an event of default by the Agency.

#### **10. Interference with Tender Process**

If the Agency fails to enter into Contract after being declared the Selected Bidder/ fails to provide Performance Security or any other document or security required in terms of the RFP document

after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP document or the Contract, Earnest Money Deposit submitted shall be forfeited

**11. Failure to agree with the “Terms and Conditions” of the RFP/Contract**

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

**12. Signing of Contract**

The Selected Bidder shall execute the Contract within 1 (one) month from the date of Work Order with NHM-MP. In exceptional circumstances, on request of the Selected Bidder in writing for extension, NHM-MP reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued shall also be applicable for the Contract

**13. Contract Documents**

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

- (i) This Contract;
- (ii) Work Order;
- (iii) Pre-bid clarification and Corrigendum, if any; and
- (iv) RFP

**14. Execution of Contract**

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

**15. Costs of Signing**

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

**16. Sub-Contracting**

Sub-contracting of the Scope of Work or any part thereof under this RFP is not permitted at any stage during the Contract Period

**17. Reporting**

All correspondences by the Agency shall be addressed to the Mission Director of NHM-MP and/or to the District CMHO. However, on a regular basis, the Agency shall be in contact with the

designated staff of NHM-MP and/or the office of the District CMHO for day-to-day requirements for execution of Training services

#### **18. Responsibility for accuracy of Project documents**

The Agency shall be responsible for accuracy of the contents of all outcome reports and prescribed Project documents prepared and submitted to NHM-MP, as a part of these services. The Agency shall indemnify NHM-MP against any adverse outcomes attributable to inaccuracies in the defined Scope of Work, which might surface and arise during the implementation of the Project

#### **19. Monitoring of Contract**

- (a) NHM-MP 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
- (b) If delay in delivery of service is observed, a performance notice would be given to the Selected Bidder/ Agency to speed up the delivery. Any change in the constitution of the Selected Bidder/ Agency (as the case may be) etc. shall be notified forth with by the Selected Bidder/ Agency in writing to NHM-MP and such change shall not relieve Selected Bidder/ Agency, from any liability under the Contract

#### **20. General Terms and Conditions**

##### **20.1 Fraud and corrupt practices**

- (a) Without prejudice to the rights of NHM-MP under Clause 20.1 hereinabove and the rights and remedies which NHM-MP may have under the Work Order or the Contract, if the Selected Bidder/Agency, as the case may be, is found by NHM-MP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Contract, such Selected Bidder/Agency shall not be eligible to participate in any tender issued by NHM-MP during a period of 03 (three) years from the date such Selected Bidder/Agency, as the case may be, is found by NHM-MP to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- (b) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (i) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHM-MP who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHM-MP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of NHM-MP in relation to any matter concerning the Project;

- (ii) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “**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;
- (iv) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by NHM-MP 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
- (v) “**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.

## **21. Debarment from Bidding**

- (a) If NHM-MP finds that Selected Bidder/Agency has breached the code of integrity prescribed in Clause 20.1 above, it may debar the Bidder for a period of 03 (three) years
- (b) Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of Selected Bidder/ Agency has been forfeited by NHM-MP in respect of the Selection Process or procurement Contract, the Selected Bidder/ Agency shall be debarred from participating in any tender process undertaken by NHM-MP for a period of 03 (three) years
- (c) NHM-MP shall not debar the Agency under this Clause unless the Agency has been given a reasonable opportunity of being heard

## **22. Language**

- (a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Agency and NHM-MP, shall be written in English or Hindi language only
- (b) All notices required to be given under this Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English and Hindi language, as applicable

## **23. Confidentiality**

- (a) National Health Mission, Madhya Pradesh expects the Agency or any person acting on behalf of the Agency to strictly adhere to the instructions given in the RFP document and maintain confidentiality of information. This Agreement in its entirety is subject to Copyright Laws
- (b) The Agency shall be held responsible for any misuse of information contained in the RFP document, Agreement and any other document in writing shared with the Agency in relation to the Selection Process and shall be liable to be prosecuted by the NHM- MP in the event that such a circumstance is brought to the notice of NHM-MP
- (c) Information relating to the examination, clarification, evaluation and recommendation for the Agency shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the NHM- MP in relation to, or matters arising out of, or concerning the Selection Process. NHM-MP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. NHM-MP 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 the NHM- MP or as may be required by law or in connection with any legal process

- (d) The Agency shall comply with all the Applicable Laws in India including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government /State Government/ MoHFW/ NHM-MP in connection to protection of data privacy and confidentiality as applicable on the Project

#### **24. Copyright**

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

#### **25. No Partnerships**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between NHM- MP and the Agency

#### **26. Force Majeure**

- (a) 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
- (b) Force Majeure shall not include,
- (i) 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,
  - (ii) any event which a diligent Party could reasonably have been expected to consider at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder
- (c) A Party affected by an event of Force Majeure shall immediately notify the other Party within 7 (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
- (d) The failure of a party to fulfill any of its obligations under the Work Order/ Contract shall not be considered to be a breach of, or default under the Work Order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event,
- (i) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Work Order/ Contract, and
  - (ii) has informed the other party within 7 (seven) days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and
  - (iii) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work Order/ Contract

#### **27. Events of Default and Termination**

### **27.1 Agency Events of Default**

- (a) The Agency has failed to replenish the Performance Security within 30 (thirty) working days of the encashment by NHM-MP of the earlier performance Security;
- (b) The Agency has abandoned the Project for a period of more than 30 (thirty) days;
- (c) Any representation made or warranty given by the Agency under this Agreement is found to be false or misleading;
- (d) The Agency has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (e) The Agency is in material breach of any of its obligations as mentioned in Clause 7 of this Agreement;
- (f) Any other instance explicitly mentioned in this Agreement as having constituted an event of default.

### **27.2 Termination for Default**

- (a) NHM-MP may, without prejudice to any other remedy for breach of Contract, by written 30 (thirty) days' notice of default send to the Agency, terminate the Contract in whole or part if the Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NHM-MP pursuant to conditions of the terms and conditions set out in the Contract or if the Agency fails to perform any other obligation(s) under the Contract
- (b) In event of termination resulting under the aforesaid Clause 27.2 hereinabove, NHM-MP shall be liable to make no payments in favor of the Agency; however, NHM-MP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Agency
- (c) In the event that NHM-MP terminates the Contract in whole or in part, pursuant to the terms and conditions set out in the Contract, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Agency shall be liable to pay NHM-MP for all costs and expenses relating to procurement of such similar services. However, Agency shall continue the performance of the Contract to the extent not terminated

### **27.3 Termination for Insolvency**

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

### **27.4 Termination for Convenience**

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

### **27.5 Termination for Force Majeure**

In event that a Force Majeure event continues for 90 (ninety) days and/or NHM-MP or the Agency does not see any feasibility of continuing the project due to a Force Majeure event, then NHM-MP 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 Agency, terminating the Contract with immediate effect. The Agency shall be awarded 30 (thirty) days to complete any pending activities and clear the premises provided by NHM-MP. Payments for works done prior to the commencement of the Force Majeure period shall be duly paid to the Agency by NHM-MP

### **28. Premature Termination of Agreement**

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

### **29. Continuity of Operations**

In case of termination, the Selected Agency will continue operations on existing terms and conditions as mentioned in the Exit Management Plan from the date of termination till the date of handing over of complete operations including assets owned by NHM-MP to the succeeding agency or taking over of complete operations by NHM-MP itself, whichever is earlier. All assistance shall be provided by the outgoing Agency in handing over of all assets, policy documents, SOPs etc. to succeeding agency without any extra cost on behalf of NHM-MP

### **30. Indemnity**

- (a) The Agency shall at all times indemnify and keep indemnified NHM-MP 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, (a) a breach by the resources appointed by or through the Agency of any obligations specified in relevant clauses hereof; (b) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them;
- (b) The Agency shall at all times indemnify and keep indemnified NHM-MP against all claims/damages etc. for any infringement of any Intellectual Property Rights ("IPR") while providing its services under the Project
- (c) The Agency shall at all times indemnify and keep indemnified NHM-MP against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the 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 Agency or its employees
- (d) The Agency shall at all times indemnify and keep indemnified NHM-MP against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like
- (e) All claims regarding indemnity shall survive the termination or expiry of the Contract



### **31. Payment Terms and Conditions**

#### **31.1 Fund Disbursement (General)**

- (a) No advance payment shall be made by NHM-MP at the time of signing of Contract with Agency
- (b) No separate payments to be made for any consumables, printing related expenses, transportation & supply costs, manpower deployed etc. by the Agency. The cost for the same shall be borne by the Agency only
- (c) The Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for performing proper and efficient working of the Project during Contract Period
- (d) The payment will be subject to TDS as per Income Tax Rules/ GST [(“**Goods and Service Tax**”) if applicable] and other statutory deductions as per Applicable Laws
- (e) GST, (if applicable), shall be paid by the office of the CMHO separately on prevailing rates
- (f) Payments shall be subject to deductions of any amount for which the Agency is liable as per the penalty clauses set out in the RFP document/Contract

#### **31.2 Fund Disbursement**

- (a) Payment to the Agency shall be made from the office of the Chief Medical and Health Officer (“**CMHO**”) of the respective district
- (b) The fund allocation for every training whether it be induction training or refresher training shall be decided and fixed in advance by NHM-MP in consultation with the District CMHO
- (c) The Agency shall be disbursed funds in 03 (three) instalments on the following basis:
  - (iv) The Agency shall submit the training plan to the CMHO and initiate training following which 20% (twenty percent) advance would be given within 01 (one) week of the start of the training session;
  - (v) Once the 80% (eighty percent) of the first tranche of 20% (twenty percent) is utilized, the Agency, shall submit an unaudited statement of expenses duly signed by the Chief Functionary/ Authorized person of the Agency to CMHO to get the second instalment of 20% (twenty percent) within 01 (one) week after submission of Utilization Certificate (“**UC**”);
  - (vi) The remaining 60% (sixty percent) amount shall be released to the Agency on submission of the final report and audited Statement of Expenditure (“**SOE**”) with UC to NHM, MP and District CMHO
- (d) Prior to disbursement of funds, the Agency must have fulfilled, in form and substance satisfactory to CMHO, the conditions precedent to each such disbursement within the applicable timelines or other deadlines noted in the special conditions
- (e) The Agency shall submit CA audited UC, progress report and expenditure reports in form and substance satisfactory to District CMHO within the prescribed timelines
- (f) The Agency must provide additional/ supplementary documents for verification of the fund utilization to NHM-MP, if required from time to time
- (g) All the payments will be made in Indian Rupees only

- (h) All the remittances due to the Agency shall be remitted to the bank account of the Agency as per the details provided at the time of signing of the Contract by the Agency, for all payments relating to disbursement of funds or any other payments related to the Project that shall become due in favour of the Agency

### **31.3 Disputed Payment**

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

### **32. Recoveries from the Contracted Agency**

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

### **33. Severability**

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

### **34. Exclusion of implied warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any party not contained in a binding legal Agreement executed by the Parties

### **35. Representation and Warranties**

**35.1** The Agency represents and warrants to NHM-MP that the Agency:

- (a) is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (b) has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Contract;
- (c) has the financial standing and capacity to undertake the Project in accordance with the terms of this Contract;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Contract or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) the information furnished in the Proposal and as clarified on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial, Government Instrumentality or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract;
- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Contract;
- (k) no representation or warranty by it contained herein or in any other document furnished by it to NHM-MP or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (l) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Contract or entering into this Contract or for influencing or attempting to influence any officer or employee of NHM-MP in connection therewith; and
- (m) all information provided by the Selected Bidder in response to the RFP or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects

**36. Disclosure**

- (a) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of the aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of it. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of the notified Party under this Contract
  
- (b) Neither NHM-MP nor any of its agents or employees shall be liable to the Agency in contract, tort, including negligence or breach of statutory duty, statute or otherwise as a result of:
  - (i) any inaccuracy, omission, unfitness for any purpose of inadequacy of any kind whatsoever in the data disclosed by NHM-MP to the Agency in relation to the Project; and/or
  - (ii) any failure to make available to the Agency any materials, documents, drawings, plans or other information relating to the Project

**37. Notices**

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

<p><b><u>To NHM-MP:</u></b>                  Mission Director/ The Nodal,                  National Health Mission                  Link road no. 03,                  In front of Patrakar Colony,                  Bhopal 462003, Madhya Pradesh                  Email: <a href="mailto:storenhm22@gmail.com">storenhm22@gmail.com</a>                  Tel. No.: 0755-4092595                  Attn.: Deputy Director, ASHA</p> <p><b><u>To District CMHO</u></b>                  (Full Address)                  (Contact nos.)                  (email)</p>	<p><b><u>To the Agency</u></b>                  .....                  .....                  .....</p>
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Or such address, telex number or facsimile number as may be duly notified by the respective parties from time to time and shall be deemed to have been made or delivered. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address

**38. Modification of Agreement**

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

### **39. Settlement of Dispute**

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

### **40. Arbitration**

- (a) Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this Agreement, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in Bhopal and in case the Parties are not able to agree upon the sole arbitrator, within a period of 15 (fifteen) days, then the arbitration shall be conducted by a panel of three arbitrators, one arbitrator being appointed by each of the Parties and the third arbitrator appointed by the two arbitrators so appointed.
- (b) The arbitration shall be conducted in accordance with the provisions mentioned under Madhya Pradesh Madhyastham Abhikaran Adhiniyam, 1983 and its amendments thereof in effect at the time of the arbitration or any statutory modification thereof. The seat of the arbitration shall be Bhopal, Madhya Pradesh, India and it shall be conducted in the English language and all written documents used during the arbitration shall be in English
- (c) During any period of arbitration, there shall be no suspension of this Contract. During the arbitration, the Agency shall continue to fulfill its obligations under this Contract except for such obligations and other matters, which are the subject of arbitration
- (d) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned and any person affected by it. The award may include an award of costs, including reasonable attorneys' fees and disbursements. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause
- (e) The Parties specifically agree that any arbitration shall be pursuant to Clause 40 above and the Clause is governed by Indian Law.
- (f) Subject to the arbitration proceedings as stated above, the adjudication of all Disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at Bhopal

### **41. Savings Clause**

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

#### **42. Miscellaneous**

- (a) This Contract shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Contract
- (b) NHM-MP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - (i) consult with the Agency in order to receive clarification or further information;
  - (ii) retain any information and/or evidence submitted to NHM-MP by, on behalf of and/or in relation to the Agency; and/or
  - (iii) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of the Agency
- (c) All documents and other information provided by NHM-MP or submitted by the Agency to NHM-MP shall remain or become the property of NHM-MP. The Agency is to treat all information as strictly confidential. NHM-MP will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to NHM-MP in relation to the Project shall be the property of NHM-MP
- (d) NHM-MP reserves the right to make inquiries with any of the clients listed by the Agency in their previous experience record
- (e) The Agency shall bear all the expenses regarding delivery of services
- (f) The 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
- (g) The Agency shall execute the whole work in strict accordance with the directions issued by NHM-MP from time to time
- (h) NHM-MP shall reserve the right to make any alterations in or additions to the original Scope of Work on mutually agreed terms. Any additional work which the Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by NHM-MP
- (i) Any publicity by the Selected Bidder/Agency in which the name of NHM-MP is to be used should be done only with the explicit written permission of NHM-MP
- (j) In addition to the provisions enumerated in Clause 42 hereinabove, the Agency is required to comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ NHM-MP from time to time in connection to the performance of its obligations under this RFP/ Contract
- (k) The Selected Agency shall demonstrate that it has achieved programmatic results consistent with the activities set forth in Contract and explain any reason for deviation from set activities to NHM-MP or the District CMHO. If the Selected Agency fails to achieve the programmatic activities set forth in the Contract, during the periods set forth therein, NHM-MP may, at any time, and in its sole discretion, terminate or suspend the Contract by written notice to the Selected Agency

***{SCHEDULE 1: Scope of Work}***

***{SCHEDULE 2: KPIs}***

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

<p><b><u>Signed, Sealed and Delivered:</u></b> (On behalf of National Health Mission, Madhya Pradesh)</p> <p>Mission Director/ The Nodal, National Health Mission Link road no. 03, In front of Patrakar Colony, Bhopal 462003, Madhya Pradesh Email: <a href="mailto:storenhm22@gmail.com">storenhm22@gmail.com</a> Tel. No.: 0755-4092595</p>	<p><b><u>Signed, Sealed and Delivered:</u></b> [On behalf of Agency]</p> <p>The Common Seal of the Agency has been affixed pursuant to the resolution passed by the Board of Members/ Trustees of the Agency at its meeting held on the ___day of __2022 hereunto affixed in the presence of _____, President/ Chairman who has signed these presents in token thereof and _____,</p> <p>Authorized Signatory who has countersigned the same in token thereof;</p> <p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>
<p><b><u>In the Presence of:</u></b></p> <p><b>Witness</b></p> <p>1.</p> <p>2.</p>	