

Government of Madhya Pradesh



Request for Proposal for Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh

Date of Issue: 20th July 2021

Issued by:

National Health Mission, Madhya Pradesh
(Public Health and Family Welfare Department, Government of Madhya Pradesh)
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DISCLAIMER

1. The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the National Health Mission, Madhya Pradesh, (hereinafter referred to as “**NHM-MP**”) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by NHM-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/ Firm/ 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 will 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>

NOTICE FOR REQUEST FOR PROPOSAL

“Request for Proposal for Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh”

National Health Mission, Madhya Pradesh, (NHM-MP), Government of Madhya Pradesh, plans to engage an Agency to provide vehicles on hiring for National Health Mission, Madhya Pradesh and invites proposals from suitable agencies meeting the criteria mentioned in this RFP.

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 Madhya Pradesh Government eProcurement System website <https://mptenders.gov.in> and www.nhmmp.gov.in

Interested Bidders are requested to submit their technical and financial proposals in response to the RFP online on the Madhya Pradesh Government eProcurement System website: <https://mptenders.gov.in>

S. No	Description	Date and Time
1.	Publish Date	20/07/2021
2.	Document Download/Sale Start Date	20/07/2021
3.	Document Download/Sale End Date	12/08/2021
4.	Prebid Meeting Address/ Portal	<p style="text-align: center;">July 27, 2021 03:00 PM (Via Videoconferencing)</p> <p>Link Details: https://urldefense.com/v3/_https://zoom.us/j/97703647219?pwd=SjRSWDZwNURsL2hQRWwrMUTac0pNUT09_!!N8Xdb1VRTUMIZe!!3SDH3wzQ7ysTxntJ2mGLEaHQWNgDEFQQAxnCelB_VEaBptLvTmVVu7asWgenpX5A\$</p> <p>Meeting ID: 977 0364 7219 Passcode: 5543</p>
5.	Bid Submission Start Date	06/08/2021
6.	Bid Submission End Date	12/08/2021
7.	Bid Opening Date	13/08/2021
8.	Bid Validity (Days)	180 days
9.	Period of Work (Days)	730 days
10.	Location	Madhya Pradesh
11.	Pin code	462003
12.	Bid Opening Place	NHM, Bhopal
13.	Product Category	Services
14.	Nature of Work	Selection of an Agency for Hiring of Vehicles for NHM-MP
15.	Proposals Invited By	Mission Director, National Health Mission Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003
16.	Date of Opening of Financial Proposals	Will be communicated to the shortlisted

Selection of an Agency for Hiring of Vehicles for NHM- MP

		Bidders after Technical Proposal evaluation
17.	Mode of Submission of Proposal	Online on https://mptenders.gov.in
18.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related Information	https://mptenders.gov.in www.nhmmp.gov.in
20.	Cost of RFP document	INR 5,000/- (INR Five Thousand only)
21.	Earnest Money Deposit	INR 2,00,000/- (INR Two Lakhs only)
22.	Performance Security	INR 24,00,000 /- (INR Twenty-Four Lakhs only)
23.	Method of Selection	Least Cost Selection (L-1)

Note-

1. Amendments/ Corrigendum to the RFP document, if any, would be published on 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/process unless and until a formal contract is signed and executed between NHM-MP and the Selected Bidder.
4. To participate in the e-tendering process for this RFP, the Bidder(s) are requested to get themselves registered (in case not registered already) with Madhya Pradesh Government's Centralized e-Procurement portal i.e., <https://www.mptenders.gov.in>. In case of any portal related queries, the Bidder may kindly contact the 24*7 Help Desk Number as mentioned on the MP Tender website.
5. 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/process.

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 AND DEFINITIONS

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

Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder;
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, by-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;
Authorized Signatory / Authorized Representative	Shall have the meaning as ascribed to it in Clause 2.6.6 of this RFP;
Bidder (s)	Shall mean any entity which has submitted a Proposal pursuant to this RFP;
Bidding Documents	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
Bid Validity Period	Shall have the meaning as ascribed to it in Clause 2.6.12 of this RFP;
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 the NHM-MP and the Selected Bidder for undertaking the Project;
Contract Period	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
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;
Damages	Shall have the meaning as ascribed to it in Clause 2.1.7 of this RFP;
Day	A calendar day as per GoMP;
EMD	An Earnest Money Deposit provided to the 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;
Financial Proposal	Shall have the meaning as ascribed to it in Clause 2.6.9 (c) of this RFP;
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 similar to those mentioned in this RFP;

Selection of an Agency for Hiring of Vehicles for NHM- MP

INR	Indian Rupees;
IT	Information Technology;
L-1 Bidder	Shall have the meaning as ascribed to it in Clause 3.4.4 of this RFP;
MSME	Shall have the meaning as ascribed to it in Clause 2.5.3 of this RFP;
NHM-MP	National Health Mission-Madhya Pradesh;
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 the purpose of this RFP document, the Mission Director, NHM-MP shall be the Nodal NHM-MP;
Notification	A notification published in the Official Gazette;
Project	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Project Site	Wherever applicable, means the designated place or places;
Proposal/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;
Qualification Criteria	Shall have the meaning as ascribed to it in Clause 3.1 of this RFP;
RFP/Tender	means the following request for proposal document issued by the NHM-MP to the prospective Bidders: RFP No. NHM/STORE/2021/10909 dated 20/07/2021 , for “ Request for Proposal for Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh ”. Any Corrigendum(a) / Amendment(s) / Clarification(s) to the RFP issued by the 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;
Selection Process or Tender Process	The process of procurement extending from the issue of Notice for Request for Proposal to the signing of the Contract or cancellation of the Selection/Tender Process, as the case may be;
Selected Agency/Agency	The Selected Bidder, which shall sign the Agreement with NHM-MP for providing the services envisaged under this RFP;
Technical Proposal	Shall have the meaning as ascribed to it in Clause 2.6.3 of this RFP;
Work Order	Shall have the meaning as ascribed to it in Clause 3.5.1 of this RFP
COVID-19	Coronavirus disease of 2019
PVR	Police Verification Report
Notification	A notification published in the Official Gazette

The words and expressions beginning with capital letters and defined in this 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

1.1 Introduction

The National Health Mission was launched by the Hon'ble Prime Minister on 12th 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 1st May 2013, has approved the launch of National Urban Health Mission (“**NUHM**”) as a sub-mission of an over-arching National Health Mission (NHM), 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.

At the State level, the National Health Mission, functions under the overall guidance of the State Health Mission (“**SHM**”) headed by the Chief Minister of the State. The State Health Society (“**SHS**”) carries the functions under the Mission and is headed by the Chief Secretary. The State Level office of the NHM-MP is the official seat from where the Mission Director, NHM-MP and other NHM office bearers carry out their roles and responsibilities. Other allied health departments under the NHM-MP such as Public Health, Referral Transport, Maternal Health, etc. also operate from the same premises. To ensure the efficient functioning of the manifold departments and multitude of staff requires a reliable mode for commuting purpose.

In the light of the above, National Health Mission, Madhya Pradesh (“**NHM-MP**”) is planning to select an Agency to provide vehicles on hiring basis to NHM-MP Officials and other staff for the purpose of commute, both to and fro from designated locations. Vehicles shall be made available and contracted for service on a daily or monthly basis. Vehicles shall be deployed as per requirement and timing at the convenience of the official staff member to whom the vehicle is assigned.

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

1.2 Objectives

The main purpose of engaging an Agency is with the objective for hiring of vehicles for the below mentioned reasons:

- (i) To ensure availability of appropriate vehicles for the use and commute of NHM-MP Officials
- (ii) To facilitate timely and cost-effective transportation requirements of the NHM-MP Officials and other NHM-MP staff and consultants on daily/monthly basis

Documents for Submission

S. No.	Documents to be submitted
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: AVERAGE ANNUAL TURNOVER OF BIDDER
4.	ANNEXURE 3: FORMAT FOR RELEVANT EXPERIENCE OF THE BIDDER
5.	ANNEXURE-4: SELF-DECLARATION
6.	ANNEXURE-5: BLACKLISTING AND PENDING SUIT_DECLARATION
7.	ANNEXURE-6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
8.	ANNEXURE-7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY
9.	ANNEXURE-8: FORMAT FOR AFFIDAVIT FOR SOLE PROPRIETORSHIP FIRM
10.	ANNEXURE-9: FORMAT FOR CERTIFICATE OF SATISFACTORY PERFORMANCE
11.	ANNEXURE-10: FORMAT FOR PROVIDING VEHICLE DETAILS

Please Note:

1. All documents shall be mandatorily submitted in complete and in the form prescribed under this RFP.
2. 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.
3. 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

2.1 General Terms of Bidding

- 2.1.1** Bidders are invited to submit Technical Proposal and Financial Proposal (collectively referred to as “**the Proposal/ Bid**”), as specified in the schedule of RFP, for the services required under the Project. The Proposal will form the basis for grant of Work Order/Contract to the Selected Bidder/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 the NHM-MP, as modified, altered, amended and clarified from time to time by the 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 its obligations in the best interests of NHM-MP and the Project.
- 2.1.4** It is the NHM-MP’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of work/Project. In pursuance of this policy, the 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) Proposal for the Project. In the event of such an occurrence (i.e. submission of more than 1 (one) Technical or Financial Proposal) both the Proposals, shall be summarily rejected.
- 2.1.6** **Consortium/ Joint Venture:** Bids shall be submitted only by a single/sole Bidder; Consortiums and Joint Ventures are not allowed under this RFP. Sub-Contracting of the scope of work under this RFP is not permitted at any stage during the engagement
- 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 EMD/Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the NHM-MP and not by way of penalty for, *inter alia*, the time, cost and effort of the 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 Associate (or any constituent thereof) and any other Bidder or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- (c) a constituent of such Bidder is also a constituent of another Bidder in the Selection Process; or
- (d) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any 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 Proposal of either or each other; or
- (g) such Bidder or any Associate thereof has participated as a consultant to the NHM-MP in the preparation of any Bidding Documents, design or technical specifications of the Project.

Explanation:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “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.

- 2.1.8** A Bidder or their Associate should, in the last 3 (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 the

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 3 (three) years from the date of commencement of services under the Project.

2.1.11 Cost of Bidding: The Bidders shall bear all costs associated with or relating to the preparation and submission of their Proposals and their participation in the Selection Process including but not limited to preparation, postage, copying, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHM-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 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 Site visit and verification of information: All the prospective Bidders may, at their sole discretion and convenience plan to visit the offices of the NHM-MP. These visits may be carried out with the objective of assessing the requirements, schedules etc. and other related parameters of the service to be provided. NHM-MP shall not bear any costs for such visits to the site(s). Any such visits required for assessment before the submission of Proposal will be carried out by the Bidder itself and all the related costs will be borne by the Bidder only. No reimbursements will be made for such visits in lieu of Proposal submission by NHM-MP or any related authorities.

2.1.13 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 the 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 the NHM-MP;
 - (iv) satisfied itself about all matters, things and information, including matters referred to in Clause 2.1.13 hereinabove, necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under;
 - (v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.1.13 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 the 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.

2.1.14 The 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 the NHM-MP and/ or its consultant.

2.1.15 Right to reject any or all Proposals:

- (a) Notwithstanding anything contained in this RFP, the 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, the 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 the NHM-MP, the supplemental information sought by the 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.
- (d) If such disqualification/ rejection occurs after the Proposals have been opened and the L-1 Bidder gets disqualified/ rejected, then the NHM-MP reserves the right to:
 - (i) invite the remaining Bidders to match the L-1 Bidder/submit their Proposals in accordance with the RFP; or
 - (ii) take any other measure as may be deemed fit in the sole discretion of the NHM-MP, including annulment of the Selection Process.
- (e) NHM-MP reserves the right to debar or blacklist the L-1 Bidder or any Bidder whosoever is disqualified at any stage of the Selection Process for reasons inclusive of but not limited to reasons mentioned above as well as failure to comply with instructions enumerated in the RFP/Annexures/Addendum/Corrigendum/LOI/Work Order/Contract.
- (f) 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.
- (g) 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 1(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 the NHM-MP to the Bidder, without the 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.
- (h) 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 the 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 the NHM-MP shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the NHM-MP thereunder.

- 2.1.16** NHM-MP shall adopt the Least Cost (L-1) methodology for selection of the Bidder; post qualification of the Bidders based on the Technical Evaluation mentioned as per clause 3.2 of the Minimum Qualification Criteria; Technical proposal and subsequent financial proposals submitted.
- 2.1.17** This RFP is not transferable.
- 2.1.18** Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.19** **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) working 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://urldefense.com/v3/_https://zoom.us/j/97703647219?pwd=SjRSWDZwNURsL2hORWwrMUtac0pNUT09_!!N8Xdb1VRTUMIZel!3SDH3wzQ7ysTxntJ2mGLEaeHqWNgDEFOQXAxnCelB_VEaBPtLvTmVVu7asWgenpX5A\\$](https://urldefense.com/v3/_https://zoom.us/j/97703647219?pwd=SjRSWDZwNURsL2hORWwrMUtac0pNUT09_!!N8Xdb1VRTUMIZel!3SDH3wzQ7ysTxntJ2mGLEaeHqWNgDEFOQXAxnCelB_VEaBPtLvTmVVu7asWgenpX5A$)

Meeting ID: 977 0364 7219

Password: 5543

- 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 the NHM-MP. The 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 3 (three) working days of the Prebid meeting (3 working days inclusive 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 - 11** to the NHM-MP's email address: storenhm@gmail.com
- 2.3.3** The NHM-MP will post the reply to such queries on its official website www.nhmmmp.gov.in and <https://mptenders.gov.in>
- 2.3.4** The NHM-MP may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the NHM-MP shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by NHM-MP or its employees or representatives shall not in any way or manner be binding on the 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 Bid submission due date, the 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 the NHM-MP's official website and <https://mptenders.gov.in>
- 2.3.6** To afford the Bidders a reasonable time for taking an amendment/Corrigenda into account, or for any other reason, the 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 5,000/- (INR Five Thousand only) 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 for the sum of INR. 2,00,000 /- (INR Two Lakhs only) to be paid online 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 Technical 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 Bid submission along with requisite documents as part of Bid 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 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 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 manufacturer 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 Agreement, or otherwise under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the standard form of Work Order); or,
 - (b) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or,
 - (c) In the case of the Selected Bidder, if the Selected Bidder fails to accept the Work Order or execute the Contract or fails to furnish the Performance Security within the specified time limit; or,
 - (d) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to NHM-MP.

2.6 Preparation of Proposal

- 2.6.1** Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The 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 should provide the documents as prescribed in this RFP ("**Technical Proposal**"). No information related to Financial Proposal should be provided in the Technical Proposal. Further, in event of occurrence of this, NHM-MP will be entitled to reject the Proposal.
- 2.6.4** Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Bid.
- 2.6.5** Non-compliance with the instructions and conditions contained in the RFP/ Addendum/ Corrigendum shall render the Proposal liable to be rejected. In case some information is misrepresented unknowingly / unintentionally, the Selected Agency shall be given an opportunity to make a representation for the same to the NHM-MP. If the representation made by the Bidder is found unsatisfactory, then NHM-MP reserves the right to debar/ blacklist the Bidder during

the Selection Process under this RFP.

2.6.6 The Proposals must be digitally signed by the Authorized Representative (the “**Authorized Representative**”) as detailed below:

- (a) by the proprietor in case of a proprietary firm;
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person, in case of a limited company or a corporation;

2.6.7 Bidders should note the Proposal Due Date, as specified in Notice of RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the 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. The documents submitted by the bidder as part of the technical and financial bid proposal submission shall be considered as final and no further request for submission of any additional documents shall be allowed to any bidder.

2.6.8 Financial Proposal: While preparing the Financial Proposal, Bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.6.9 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (a) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP document.
- (b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by the NHM-MP.
- (c) The Financial Proposal shall only be submitted in soft copy through e-procurement portal <https://mptenders.gov.in> as prescribed in this RFP (“**Financial Proposal**”) in a MS excel file clearly indicating the amount in both figures and words and upto 2 (two) decimal points. For example, the amount shall be quoted upto 10.12 instead of 10 or 10.1.
- (d) The L1 Bidder will be decided based on the grand total of the values quoted by the Bidder in financial proposal format.
- (e) In case of any discrepancy between figures and words, in the Financial Proposal, the amount indicated in words shall prevail.
- (f) The Financial Proposal shall be furnished in Indian Rupees only.
- (g) The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet.
- (h) The Financial Proposal should be a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. These shall normally cover all operational costs such as driver’s salary, fuel, insurance, maintenance, repair/ breakdown costs etc. and inclusive of remuneration for all the personnel, accommodation, air fare, transportation, equipment, office supplies etc. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance, levies and other

impositions applicable under the prevailing law.

- (i) If there is a change in the applicable taxes, NHM-MP shall bear the cost for the same.
- (j) The Bidder shall quote price in the prescribed format, the unit rates of the services it proposes to provide as per the RFP document.
- (k) Prices quoted in the Proposal must be firm and final and shall not be subject to any modifications, on any account whatsoever.
- (l) Price shall be quoted for all the items mentioned in Financial Proposal.
- (m) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (n) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal.
- (o) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or subsequent to evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected.

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

- (a) Items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the Proposal.
- (b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (d) If there is any discrepancy in the sum total, the corrected sum total will be considered.
- (e) Any other arithmetical error will stand corrected for evaluation.
- (f) If the Bidder does not accept the correction of errors, the Proposal will be rejected, and the Performance Security/EMD forfeited, as the case may be.

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

2.6.12 Extension of Period of Bid Validity: The Proposals shall be valid for a period of not less than 180 (one hundred eighty) days from the Proposal Due Date. NHM-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 Proposal documents submitted or refund of the EMD.

2.7 Submission, receipt and opening of proposals

- 2.7.1** The Proposal shall be submitted through e-procurement portal <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 and Financial proposals, payment of Tender Fee and EMD, as part of this RFP, the Bidder(s) may contact the e-portal's helpdesk at toll free number as mentioned on the 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 fees or EMD etc., at any stage of the Bid 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, Technical and Financial Proposal.
- 2.7.3** The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority of the organization and Board Resolution of the organization authorizing the same.
- 2.7.4** If the tender is submitted on behalf of a 'Sole proprietorship' concern, the Bidder must submit a notarized Affidavit on Stamp Paper (Annexure 8) instead of a Power of Attorney (Annexure 7) in original confirming that his/her Concern is a Proprietary Concern and he/she is Sole Proprietor of the Concern
- 2.7.5** No Proposal shall be accepted after the Proposal Due Date and time.
- 2.7.6** In the event that the Bidder (s) is unable to submit the Proposal on the Portal till the expiry of Proposal Due Date and time and/or receive proof of submission of Proposal due to Technical/ Network issues at the time of submission of Proposal, then the NHM-MP in exercise of its discretionary powers may accept/reject the Proposal. If the Bidder makes a representation to the NHM-MP requesting acceptance of its Proposal after expiry of the Proposal Due Date and time with adequate proof substantiating no fault on his part
- 2.7.7** After the deadline for submission of Proposals the Technical Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed minimum pre-qualification criteria.
- 2.7.8** After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact the 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 the 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.
- 2.7.9** Proposals shall be deemed to be under consideration immediately after they are opened and until such time the NHM-MP makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives 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.

2.8 Proposal Evaluation

2.8.1 As part of the evaluation, the Technical Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed minimum Qualification Criteria and whether Proposal is responsive in accordance with the requirements of the RFP, Only those Technical Proposals which are found to be responsive would be eligible for opening of Financial Proposals in accordance with the RFP document.

2.8.2 The 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 Financial Proposals.

(b) The Technical Proposal submitted by the Bidder is:

- (i) received in the form specified in this RFP;
- (ii) received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it is accompanied by the Earnest Money Deposit unless eligible for exemption;
- (iv) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (v) does not contain any condition or qualification; and
- (vi) it is not non-responsive in terms hereof.

(c) That the Financial Proposal submitted by the Bidder is:

- (i) submitted online only. No hard copy shall be submitted to the NHM-MP. In case a Bidder submits the Financial Proposal in hard copy, the Proposal shall be summarily rejected;
- (ii) the Financial Proposal is received in the form specified in this RFP;
- (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) it does not contain any condition or qualification; and
- (v) It is not non-responsive in terms hereof.

(d) The 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 the NHM-MP in respect of such Proposals. NHM-MP will not seek any further clarifications or additional information from any Bidder during the evaluation process post submission of Technical and Financial Proposals on Bid submission due date. The 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 Selection basis for L-1 Bidder:

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

For instance, suppose 3 (three) Bidders have submitted their Proposals. Once they are qualified Bidders based on the technical evaluation done, the Financial Proposal will be opened and the calculation methodology to be followed for selection of Bidder would be as follows:

Selection of an Agency for Hiring of Vehicles for NHM- MP

BIDDER 1	BIDDER 2	BIDDER 3
<p>A. Price quoted by the Bidder for Indigo/Swift Desire/Etios /Equivalent</p> <p>1. Per Km charges up to 1,000 Kms (Monthly Rate) - INR 20,000/-</p> <p>2. Per Km charges after 1,000 Kms (Monthly Rate) - INR 10/-</p> <p>3. 12 Hrs./100 Kms (Daily Rate) - INR 1,000/-</p> <p>4. 24 Hrs /250 Kms (Daily Rate) - INR 2,000/-</p> <p>5. Night Halt charges per night (overnight stay charges when vehicle is out of station) - INR 200 /-</p> <p>Total Price for “A” – 20,000+10+1,000+2,000+200 = 23,210/-</p> <p>B. Price quoted by the Bidder for Innova/Equivalent</p> <p>1. Per Km charges up to 1,000 Kms (Monthly Rate) - INR 25,000/-</p> <p>2. Per Km charges after 1,000 Kms (Monthly Rate) - INR 15/-</p> <p>3. 12 Hrs/100 Kms (Daily Rate) - INR 1,500/-</p> <p>4. 24 Hrs /250 Kms (Daily Rate) - INR 3,000/-</p> <p>5. Night Halt charges per night (overnight stay charges when vehicle is out of station) - INR 200 /-</p> <p>Total Price for “B” – 25,000+15+1,500+3,000+200 = 29,715</p> <p>Grand Total Cost quoted by Bidder 1 = A + B = 23,210+29,715 = INR 52,925/-</p>	<p>A. Price quoted by the Bidder for Indigo/Swift Desire/Etios /Equivalent</p> <p>1. Per Km charges up to 1,000 Kms (Monthly Rate) - INR 21,000/-</p> <p>2. Per Km charges after 1,000 Kms (Monthly Rate) - INR 11/-</p> <p>3. 12 Hrs./100 Kms (Daily Rate) - INR 1,100/-</p> <p>4. 24 Hrs /250 Kms (Daily Rate) - INR 2,100/-</p> <p>5. Night Halt charges per night (overnight stay charges when vehicle is out of station) - INR 200 /</p> <p>Total Price for “A” – 21,000+11+1100 + 2,100+200 = 24,411/-</p> <p>B. Price quoted by the Bidder for Innova/Equivalent</p> <p>1. Per Km charges up to 1,000 Kms (Monthly Rate) - INR 26,000/-</p> <p>2. Per Km charges after 1,000 Kms (Monthly Rate) - INR 16/-</p> <p>3. 12 Hrs/100 Kms (Daily Rate) - INR 1,600/-</p> <p>4. 24 Hrs /250 Kms (daily Rate) - INR 2,900/-</p> <p>5. Night Halt charges per night (overnight stay charges when vehicle is out of station) - INR 200 /</p> <p>Total Price for “B” – 26,000+16+1,600+2,900+200 = 30,716</p> <p>Grand Total Cost quoted by Bidder 2 = A +B = 24,411+30,716 =INR 55,127/-</p>	<p>A. Price quoted by the Bidder for Indigo/Swift Desire/Etios /Equivalent</p> <p>1. Per Km charges up to 1,000 Kms (Monthly Rate) - INR 21,500/-</p> <p>2. Per Km charges after 1,000 Kms (Monthly Rate) - INR 11/-</p> <p>3. 12 Hrs./100 Kms (Daily Rate) - INR 1,200/-</p> <p>4. 24 Hrs /250 Kms (Daily Rate) - INR 2,300/-</p> <p>5. Night Halt charges per night (overnight stay charges when vehicle is out of station) - INR 250 /</p> <p>Total Price for “A” – 21,500+11+1200+2,300+250 = 25,261/-</p> <p>B. Price quoted by the Bidder for Innova/Equivalent</p> <p>1. Per Km charges up to 1,000 Kms (Monthly Rate) - INR 26,500/-</p> <p>2. Per Km charges after 1,000 Kms (Monthly Rate) - INR 16/-</p> <p>3. 12 Hrs/100 Kms (Daily Rate) - INR 1,700/-</p> <p>4. 24 Hrs /250 Kms (daily Rate) - INR 3,100/-</p> <p>5. Night Halt charges per night (overnight stay charges when vehicle is out of station) - INR 250 /</p> <p>Total Price for “B” – 26,500+16+1,700+3,100+250 = 31,566/-</p> <p>Grand Total Cost quoted by Bidder 3 =A +B 25,261+31,566 =INR 56,827/-</p>

Hence, the Bidder 1 will be selected as the Least Cost (L1) Bidder based on Financial quotes provided in Financial Proposal.

Note-

- (i) Bidders shall quote rates for Vehicle types as per Financial Proposal.
- (ii) The notional rates as expressed in the table above is intended purely for explanation purposes only

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 Qualification Criteria

The minimum qualification criteria (“**Qualification Criteria**”) for a Bidder to qualify for opening of Financial Proposal are listed below:

S. No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The Bidder(s) interested in participating in the Selection process must be a registered legal entity in India, duly registered under any one of the following categories:</p> <ul style="list-style-type: none"> ▪ a Limited Liability Partnership (“LLP”) registered under the LLP Act, 2008; ▪ an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013; ▪ a Sole Proprietorship Firm registered as such under any of the Applicable Laws in India 	<p>Registration documents of the Bidder as a company/firm/ Sole Proprietorship along with:</p> <ol style="list-style-type: none"> 1. Details of Board of Director/ Managing Director/ CEO 2. PAN Card of the organization 3. GST certificate of the organization. 4. Any other supporting document, as required
2	License	The Bidder should have valid Travel agent/ Tour Operator license under the M.P. Motor Vehicles Rules, 1994	Copy of the certificate sealed and signed by the Authorised signatory of the Bidder
3	Existence of the firm	The Bidder(s) should be established and in the business of operation of vehicle rental services in the last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	Registration document showing incorporation of the Bidder and Self Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Bidder as per Annexure - 4
4	Office in Bhopal	<p>The Bidder should have its registered Head Office or Branch Office in Bhopal</p> <p>In absence of a head/branch office in Bhopal during the Selection process , the Bidder must provide an undertaking to open an office in Bhopal within 1 (one) month of signing of the Contract if the Contract is</p>	<p>Proof of office in Bhopal along with address/ Gumasta Registration Certificate issued under the Madhya Pradesh Shop and Establishment Act, 1958</p> <p style="text-align: center;">OR</p> <p>Undertaking on non-judicial stamp paper of appropriate value (not less than INR 100/-) from Bidder with seal and sign of Authorized Signatory of the</p>

Selection of an Agency for Hiring of Vehicles for NHM- MP

S. No	Basic Requirement	Specific Requirements	Documents Required
		awarded to the Bidder. This undertaking must be submitted along with Proposal	Bidder affirming that Bidder shall open an office within 1 (one) month of signing of Contract if the Contract is awarded to the Bidder.
5	Government Experience	The Bidder(s) should have successfully handled at least 1 (one) account for providing vehicle rentals (AC or Non-AC) with the Central or State Govt., PSUs, CPSUs, SPSUs during the last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement and all other essential details of the contract. However, in case of ongoing assignments, the Bidder(s) shall submit a Certificate of Satisfactory Performance as per Annexure -9 from the Client. Third Party certification will not be admissible and will be required from concerned Government authority only
6	Vehicles owned by the Bidder	The Bidder must have a fleet of at least 40 (forty) Light Motor Vehicles (Commercial), which should be registered on or after 1 st January 2016 under Madhya Pradesh Transport Department at the time of Proposal submission as per the following criteria: 1. All 40 (forty) vehicles are in name of either: <ul style="list-style-type: none"> ▪ the Managing Director/ Proprietor of the Bidder's entity or ▪ Bidder's entity/ name of the company/ firm; <p align="center">OR</p> 2. The Bidder has at least 20 (twenty) vehicles in the name of the Managing Director/ Proprietor of the Bidder's entity or in the name of the Bidder's entity/ name of the company/ firm itself, and the remaining vehicles may be sourced from any other agency	1. Copy of registration certificate of the vehicles owned by the Bidder; and/or, 2. Agreement/ Proof of agreement with third party contractor/supplier; 3. Details of the 40 vehicles as per format given in Annexure- 10
7	Average Annual Turnover	The Bidder(s) should have an average annual financial turnover of minimum INR	Certificate issued by a Statutory Auditor along with audited financial statements confirming the average annual turnover

Selection of an Agency for Hiring of Vehicles for NHM- MP

S. No	Basic Requirement	Specific Requirements	Documents Required
		2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only) in last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	of the Bidder during the stated financial years must be submitted Bidder can submit unaudited financial statements certified by a statutory auditor for Financial Year 2020-21 in case Audited Financial Statements are unavailable
8	Net Worth	The Bidder(s) should have a Positive net worth in the last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Bidder for the stated Financial Years
9	Blacklisting	The Bidder(s) shall not be debarred / blacklisted by NHM-MP and/or 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 as on the date of submission of Proposal and till completion of the Selection Process under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5
10	Pending Petitions	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 Annexure-5 .

Note:

- (i) 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
- (ii) NHM-MP will not seek any clarifications from any Bidder at bid evaluation stage

3.2 Technical Evaluation

The evaluation committee (“**Evaluation Committee**”) appointed by the NHM-MP will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. NHM-MP will not seek any clarifications from any Bidder at bid evaluation stage.

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

S. No	Specific Requirements	Maximum Marks	Scoring Mechanism	Documents Required
1	The Bidder(s) should be established and in the business of operation of vehicle rental services in the last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	20 Marks	<ul style="list-style-type: none"> • 3 to 4 Years ----- -----15 Marks • > 4 to 5 Years----- -----17 marks • > 5 Years----- -----20 Marks 	Registration document showing incorporation of the Bidder and Self-Declaration by the Director/ Partner/ CEO or Authorized Signatory of the Bidder as per Annexure -4
2	The Bidder(s) should have successfully handled at least 1 (one) account for providing vehicle rentals (AC or Non-AC) with the Central or State Govt., PSUs, CPSUs, SPSUs during the last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	20 Marks	<ul style="list-style-type: none"> • 1 Project ----- -----10 Marks • 2 to 3 Projects----- -----15 Marks • > 3 Projects ----- -----20 Marks 	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from client(s) that clearly states the details of the scope of work, date of commencement and all other essential details of the contract.</p> <p>However, in case of ongoing assignments, the Bidder(s) shall submit a Certificate of Satisfactory Performance as per Annexure -9 from the Client.</p> <p>Third Party certification will not be admissible and will be required from concerned Government authority only</p>
3	The Bidder must have a fleet of at least 40 (forty) Light Motor Vehicles (Commercial), which should be registered on or after 1 st January 2016 under Madhya Pradesh Transport Department at the time of Proposal submission as per the following criteria:	25 Marks	<ul style="list-style-type: none"> • 20 vehicles*----- -----15 Marks • > 20 to 25 vehicles* ----- 20 marks • > 25 Vehicles*----- -----25 Marks <p>*vehicles in the name of the Managing Director/ Proprietor or Bidder’s</p>	<ol style="list-style-type: none"> 1. Copy of registration certificate of the vehicles owned by the Bidder; and/or, 2. Agreement/ Proof of agreement with third party contractor/ supplier; 3. Details of the 40 vehicles as per format given in Annexure- 10

Selection of an Agency for Hiring of Vehicles for NHM- MP

S. No	Specific Requirements	Maximum Marks	Scoring Mechanism	Documents Required
	<p>1. All 40 (forty) vehicles are in name of either:</p> <ul style="list-style-type: none"> ▪ the Managing Director/ Proprietor of the Bidder's entity or ▪ Bidder's entity/ name of the company/ firm; <p align="center">OR</p> <p>2. The Bidder has at least 20 (twenty) vehicles in the name of the Managing Director/ Proprietor of the Bidder's entity or in the name of the Bidder's entity/ name of the company/ firm itself, and the remaining vehicles may be sourced from any other agency</p>		entity/ name of the company/ firm	
4	The Bidder(s) should have an average annual financial turnover of minimum INR 2,50,00,000/- (Rupees Two Crore Fifty Lakhs Only) in last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	20 Marks	<ul style="list-style-type: none"> • 2.5 Cr. to 2.75 Cr. - -----10 Marks • >2.75 Cr. to 3 Cr.--- -----15 Marks • > 3 Cr.----- ----- 20 Marks 	<p>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</p> <p>Bidder can submit unaudited financial statements certified by a statutory auditor for Financial Year 2020-21 in case Audited Financial Statements are unavailable</p>
5	The Bidder(s) should have a Positive net worth in the last 3 (three) Financial Years (i.e. 2018-19, 2019-20 and 2020-21)	15 Marks	Positive Net worth in Last 3 (three) Financial Years ----- 15 Marks	Certificate from Statutory Auditor and Audited financial statements shall be submitted by the Bidder for the stated financial years

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 not qualified as per Qualification Criteria mentioned in the RFP document
- (d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information
- (e) The Bidder submitting the Proposal, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the 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
- (f) The Bidder in the opinion of the NHM-MP, has a Conflict of Interest materially affecting fair competition
- (g) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered

3.4 Final selection

- 3.4.1** The evaluation committee (“**Evaluation Committee**”) appointed by the NHM-MP will carry out the evaluation of Technical Proposals of the qualified Bidders before opening of the Financial Proposal
- 3.4.2** Financial Proposals of only those Bidder(s) shall be opened who shall meet all the defined minimum Qualification Criteria. Bidders who fail to fulfill any of the requisite Qualification Criteria would not be considered for the financial evaluation
- 3.4.3** The technical score would be calculated for each Bidder by the NHM-MP and all the Bidders who gets a minimum of 70 marks out of 100 would only be considered for financial evaluation. Bidders who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation
- 3.4.4** The Selected Bidder shall be the Bidder having the lowest quoted rates (“**L-1 Bidder**”). For quoting of rates, the Bidders are required to fill MS excel file available on e-procurement portal. The L-1 cost will be considered based on quote provided in the Consolidated Financial format sheet and not on the basis of break-up sheets filled-in
- 3.4.5** The final selection of the Agency would be based on L-1, provided that the Bidder has a score of 70 and above marks in technical evaluation. In case of 2 (two) or more Bidders quoting the same value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence
- 3.4.6** Further, if 2 (two) or more Bidders found to be having the same average annual turnover, then the total number of projects in the last 3 (three) financial years will be taken in to consideration and the Bidder who is having the higher number of projects will be awarded as L1
- 3.4.7** In case of any unforeseen circumstances, if the L1 Bidder doesn't wish to engage with NHM-
National Health Mission, Government of Madhya Pradesh, India

MP, then the L2 Bidder would be offered to take up the contract. However, the L2 Bidder would be offered to take up the contract at L1 rates itself. If the L2 Bidder is willing to accept the contract at L1 rates, then the L2 Bidder would be selected for providing the services within the scope of this RFP. In case the L2 Bidder also doesn't agree to take up the Contract, the process would be repeated with L3, L4 and so on Bidders

- 3.4.8** The Selected Bidder 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 the NHM-MP to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder or emailed or posted to the Selected Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 7 (Seven) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. Thereafter, the Selected Bidder will enter into a Contract with NHM-MP ("**Selected Agency**") and shall work in accordance with the Scope of work mentioned in the RFP
- 3.5.2** The issue of the Work Order accepting the L-1 Bidder's Proposal by NHM-MP and the acceptance of the Work Order by the Selected Bidder shall create binding obligations upon the Selected Bidder to fulfil the conditions as specified in this RFP and the Work Order, including the execution of the Contract within the prescribed time, all to the satisfaction of the NHM-MP.
- 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, the 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 the 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, the 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

4.1 Detailed Scope of Work

The purpose of this RFP is to invite proposals from eligible Bidders to select the most suitable Bidder to provide vehicles on hire basis as per the requirements of NHM-MP. The Selected Agency must have a valid Travel agent/Tour Operator license under the M.P. Motor Vehicles Rules, 1994. The Selected Agency shall provide ~40 airconditioned Light motor vehicles (commercial) primarily for the transportation of NHM-MP Officials, and of other staff and consultants, when needed.

A. Vehicle Requirements

1. All vehicles should be registered on or after 1st January 2016 under Taxi Category with the Madhya Pradesh Transport Department.
2. The Selected Agency has to ensure that all the deployed vehicles have valid fitness certificate issued by the Madhya Pradesh Transport department, valid registration certificate, insurance and other required documents prior to commencement of services.
3. All expenses related to the daily operation of the vehicle such as driver's meals, fuel cost, breakdown and repair cost, valid "Fast Tag" for payment of toll as and when required should be included in the rate quoted in the Financial Proposal. No extra/additional payment shall be made for the same by NHM-MP.
4. All expenses related to license of the driver, vehicle registration, insurance, fitness, Pollution under Check certificate (PUC), damages accruing due to accidents or injury and/or any other expenses related to statutory requirements as per Applicable Laws shall be borne by the Selected Agency.
5. All maintenance related expense for the deployed vehicles including but not limited to repair and breakdown/ replacement of parts/ Fuel costs/ Battery/ Tyres No extra payment shall be borne by the Selected Agency.
6. All the documents mandated to be present in a vehicle under law must always be available within the vehicle provided by the Selected Agency. Any penalties imposed as a result of missing or improper documents shall be borne by the Selected Agency only.
7. The Selected Agency submit (copy of) all the requisite documents related to the vehicles to the Transportation Officer in charge or Store Officer in charge at NHM-MP whenever required.
8. In event of vehicle breakdown for any reason, repair or replacement of the vehicle has to be provided by the Selected Agency within 2 (two) hours in Bhopal and within 3 (three) hours when such breakdown occurs outside Bhopal.
9. The Selected Agency should ensure that all the Contracted vehicles should be properly cleaned prior to being made available for service on a daily basis.

B. Driver Requirements

1. The driver of the assigned vehicle must have a valid driving license for driving light transport passenger vehicle, be physically fit with good eyesight, sufficiently experienced in driving passenger transport vehicle with adequate knowledge of road safety and driving rules. The drivers provided with the vehicle should always carry valid license, wear clean uniform/be in dress code, and are always to be well-mannered and courteous to the passengers.
2. All the drivers provided with the vehicle must have undergone police verification and the same should be confirmed by the Selected Agency by submission of the Police Verification report to the NHM-MP.
3. The Selected Agency shall confirm to NHM-MP that the driver of the vehicle has a clear service record prior to deploying him for service. It shall be the responsibility of the Selected Agency to disclose the criminal record or conviction by a Court of Law, if any of the driver and NHM-MP shall be required to approve of the driver for service.
4. During course of duty hours, if the driver is suspected of being intoxicated/ mentally unfit to drive the vehicle/ suspected of having committed any culpable offence and displays impolite behavior, then the Selected Agency shall immediately replace such driver at the request of NHM-MP. Additionally, the NHM-MP may also levy appropriate penalties upon the Selected Agency in event of such happenings.
5. The Driver(s) provided by the Selected Agency shall carry original copy of the Registration Certificate (RC), insurance, Pollution under Control (PUC) Certificates, payment of commercial taxes, badges, Driving License, during all the times, while providing services under the contract.
6. The Selected Agency is required to submit all the valid documents related to the driver of the vehicle to the Transportation Officer in charge and Store Officer in charge at NHM-MP wherever required
7. The NHM-MP also reserves the right to request for replacement of any driver at any time during Contract Period at the discretion of NHM-MP.

C. Operational Requirements

1. The Selected Agency has to ensure that the hired vehicles are available for use by the NHM-MP officials as per the scheduled requirement. It shall be the responsibility of the driver to note the reading of the KMS at the starting of the trip and ending of the trip at the place of drop. The driver must receive approval and signature of the official on the readings recorded. The official signing off on the readings shall also provide any pertinent comments/noting relevant for the calculation of the KPI penalties upon the Selected Agency but if no remarks is mentioned it shall be treated as no objection.
2. The Selected Agency should ensure that all the hired vehicles should be properly cleaned prior to being made available for service on a daily basis. It shall be the responsibility of the driver to maintain the cleanliness and hygiene of the car during service hours.
3. The Selected Agency shall maintain a logbook on daily basis to record the information like opening and closing kms, date, time, place etc. in a legible writing and have it approved and attested by the concerned officer in charge at NHM-MP prior to submission along with the monthly invoice. Any corrections /overwriting in the logbook shall have to be approved and signed

by the NHM official who has availed the services on that specific day.

4. Payment for any extra kilometers run beyond:
 - (i) 100 (hundred) kms, shall be paid on pro rata basis as per the rate quoted for 12 Hours/100 kms in the Financial Proposal submitted by the Selected Agency
 - (ii) 250 (two hundred and fifty) kms, shall be paid on pro rata basis as per the rate quoted for 24 Hours/250 kms in the Financial Proposal submitted by the Selected Agency
5. The vehicles provided by the Selected Agency on daily/monthly basis shall be subject to random checks and inspection by the Chief Administrative Officer (CAO) or any other NHM-MP official designated by NHM-MP along with an inspection team periodically.
6. The Selected Agency shall be held responsible for any wrongdoing in relation to the operation of the hired vehicles which may include instances of inappropriate increase in Kms run/ tampering with the milometer of the vehicle/ poor work quality and manner of the driver or any other complaints. Such instances of wrongdoing and complaints shall be verified and inspected by the CAO, NHM-MP and an inspection team. If the wrongdoing or grounds of complaint are confirmed, then a notice shall be sent immediately by NHM-office to the Selected Agency to provide clarifications within the timelines mentioned in the notice. In case the Selected Agency fails to provide required response even after serving of 3 (three) notices, then the Contract with the Selected Agency shall be terminated, and the Selected Agency declared as blacklisted.
7. NHM-MP will not be responsible for any damage loss caused to hired vehicles or loss of life injury caused to any person or damage to any property on account of operation and use of the hired vehicle any manner whatsoever. The Selected Agency shall be liable for all litigations in this respect.

D. Responsibility of NHM-MP

1. To keep the record and check the validity of the documents submitted by the Selected Agency in relation to the vehicles and drivers.
2. To ensure timely disbursement of payment to the Selected Agency after verification of documents/ proofs.
3. The Mission Director, NHM-MP and/or the CAO, NHM-MP reserves the right to remove or replace any of the hired vehicles during the Contract Period.

4.2 Project Timelines and Duration

The Selected Agency would be required to commence work with the deployment of appropriate vehicles with drivers as mentioned in the Scope of Work section. The timeline to be followed would be as follows:

S. No.	Name of the deliverable/Activity	Timelines
1	Information gathering and discussion on vehicle and driver availability	T0 + 2 days
2	Equipping vehicles according to specifications and background checks of drivers	T0 + 5 Days
3	Submission of Police Verification Reports and vehicles to be deployed	T0 + 10 Days
4	Project Go Live	T0 + 15 days

* Where T0 is day of Contract sign-off with Selected Agency(s).

Commencement of Service

The Selected Agency shall commence the services only after the issue of the Letter of Approval by the authority designated for the same by NHM-MP.

Letter of Approval shall be issued subject to following confirmations:

- Vehicle is functional in all respects as per the terms and conditions mentions in this RFP;
- Driver (with no prior criminal record) is in possession of valid driving license;
- All other statutory requirements as per Motor Vehicle Act, 1988, M.P. Motor Vehicles Rules, 1994 and amendments thereof, rules and regulations to run the service by the Selected Agency.

The Selected Agency shall commence the service as per Project timelines mentioned in RFP from the date of Contract sign-off. If the Selected Agency fails to commence the service as specified herein, the NHM-MP may, unless it consents to the extension of time thereof, forfeit the Performance Security and appropriate the same.

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SECTION 5. PAYMENT TERMS

5.1 Invoicing and Payment

5.1.1 Invoicing (General)

- (a) No advance payment shall be made by NHM-MP at the time of signing of Contract with Selected Agency.
- (b) The Selected Agency shall be paid on the basis of the monthly/ per km rates quoted (inclusive of all operational costs such as driver's salary, fuel, insurance, maintenance, repair/ breakdown costs etc.) in the Financial Proposal. No extra payment shall be paid to the Selected Agency.
- (c) Prices (inclusive of all taxes), to be charged by the Selected Agency for provision of services in terms of the Contract shall not vary from the prices agreed upon in the Financial Proposal/ Contract.
- (d) 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 Contract during Contract Period.
- (e) The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [“(Goods and Service Tax”) if applicable] and other statutory deductions as per Applicable Laws.
- (f) GST, (if applicable), should not be included in the Proposal price and shall be paid by NHM-MP separately on prevailing rates with reference to the submitted invoice. All other taxes, duties, license fee and levies shall be included in the Proposal price.
- (g) 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 for all payments relating to monthly reimbursement of the invoices or any other payments related to the Contract that shall become due in favour of the Selected Agency.
- (h) All the payments will be made in Indian Rupees only in the bank account of the Selected Agency.
- (i) 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 Invoicing (Opex)

- (a) Invoices for payment for each month to be submitted by the 5th (fifth) day of every succeeding month. Invoice in 3 (three) copies along with requisite documents/proofs to be submitted to NHM-MP.
- (b) Payment for any extra kilometers run beyond:
 - (i) 100 (hundred) kms, shall be paid on pro rata basis as per the rate quoted for 12 Hours/100 kms in the Financial Proposal submitted by the Selected Agency
 - (ii) 250 (two hundred and fifty) kms, shall be paid on pro rata basis as per the rate quoted for 24 Hours/250 kms in the Financial Proposal submitted by the Selected Agency

- (c) Any toll taxes, parking will be paid extra on actuals. The Selected Agency should attach the original receipts of the same along with the invoice.
- (d) NHM-MP shall review the documents and forward the required payment in favor of the Selected Agency within 30 (thirty) working days post receiving the invoices from the Selected Agency through online mode but no interest/charges shall be paid on delayed payments.
- (e) Opex shall include the costs for all the services provided by the Selected Agency as mentioned in the Scope of Work section and any other pre-approved written expenses.
- (f) Documents/ proofs to be submitted along with monthly invoices by the Selected Agency shall include:
 - (i) Monthly logbook maintained by the driver of the vehicle;
 - (ii) Logbooks and registers maintained by the Selected Agency;
 - (iii) Original receipts of the Toll Tax, if any.
- (g) The Selected Agency must provide additional/ supplementary documents for verification of the invoices to NHM-MP, if required from time to time.
- (h) The invoices submitted by the Selected Agency shall be verified by an officer (s) designated by the Nodal, NHM-MP, who shall review the documents and payment shall be only released post verification.
- (i) Any penalties and/or liquidated damages, as applicable will be appropriated from the Invoice payments or the Performance Security or any other amount payable by NHM-MP.

5.2 Disputed Invoice

- (a) In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with NHM-MP and/ or any other authority designated by the Nodal, NHM-MP. In such cases, the Selected Agency, shall produce requisite supporting documents, communications, acknowledgement of the NHM-MP, etc. to support the disputed Invoice 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 Selected Agency.

6.1 KPIs and Penalty

Operational Parameters/ Implementation Activity /Penalties

S. No	Key Performance Indicators	Compliance Rates and Validation Frequency	Source of data/ Method of verification	Validation Frequency	Penalty (Liquidated Damages)
1	Deployment of vehicles with driver with requisite document proof after commencement of services and/or during Contract Period	As per prescribed Project timelines	Detailed deployment report on a monthly/ daily basis (as applicable) with vehicle and driver details as per the information provided by the Transport officer In charge	As per timelines mentioned in the RFP	INR 1,000/- per day delay in deploying both vehicle with driver
2	Fault/ breakdown in the vehicle	Repair or replacement of the vehicle to be provided within two hours in Bhopal and in Three hours when outside Bhopal	Information to be given by NHM -MP Official in writing who has availed the vehicle on the date of the incident	Daily Basis	INR 100/- per hour beyond permissible limits
3	Negligent/ Rash driving/ intoxication during duty hours/ use of Gutkha, mouth fresheners etc. and/ or Unprofessional behavior by driver	Mentally and Physically fit Drivers in Uniform and Mask (as applicable) with basic civic skills	Information to be given by NHM -MP Official in writing who has availed the vehicle on the date of the incident	Daily Basis	INR 200/- per reported and verified incident per driver
4	Any deficiency of service found on inspection by NHM MP authorized officials	Vehicles and Driver shall maintain cleanliness and carry disinfectants, cleaning	Random Checks/ Report/ Feedback received from NHM- MP Staff who used the vehicle in the billing month	Quarterly Basis by NHM-MP authorised officials	INR 500/- per verified incident of shortfall/ default per vehicle/ per driver

S. No	Key Performance Indicators	Compliance Rates and Validation Frequency	Source of data/ Method of verification	Validation Frequency	Penalty (Liquidated Damages)
		liquids, cloth etc. in vehicle at all times			
5	Unavailability of Vehicle	The vehicles should be available all times as per the requirement of NHM-MP	Report as per the information given by Transport officer Incharge	Daily Basis	INR 200/- for each hour of delay and INR 5,000/- for unavailability per day

Note:

- NHM-MP shall recover penalties/liquidated damages at first instance from the amount due to the Selected Agency in the billing month, then the invoices of the subsequent month and thereafter, from the Performance Security furnished by the Selected Agency.
- These penalties will be monitored and deducted for the entire Contract Period on a monthly basis. KPI adherence will be monitored on monthly basis by NHM-MP designated Nodal or authorized officer(s) or representative and/ or any third party and, also with incorporation of feedback from the CMHOs.
- The maximum monthly penalty that maybe imposed on the Selected Agency shall be capped at 10% (ten per cent) of the total monthly billing amount.
- Shortfall/Default shall refer to and include but not limited to any incidents, action, omission, wrongdoing etc. that is in contravention to the service requirements/performance parameters and any other terms and conditions to be fulfilled by the Selected Agency

SECTION 7. GENERAL TERMS OF RFP

7.1 Period of Contract

7.1.1 The Contract will be signed with the Selected Bidder initially for a period of 2 (two) years (“**Contract Period**”). The Contract post 2 (two) years may be extended further for 1 (one) year based on the performance of the Selected Agency as per the defined KPIs and mutual agreement of the NHM-MP and the Selected Agency. The maximum extension of the engagement of the Selected Agency shall be up to 1 (one) year only.

7.2 Performance Security

7.2.1 Performance security of INR 24,00,000/- (INR Twenty-Four Lakhs) (“**Performance Security**”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP. 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.

7.2.2 The Selected Bidder shall supply the Performance Security, as mentioned in the above para, annually instead of combined amount together for 2 (two) years.

7.2.3 The Performance Security shall be returned 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:

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

7.2.5 The Selected Agency shall keep the Performance Security replenished at all times. Such replenishment may be required if the 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) 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 current tendering 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 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.

7.4 Interference with Tender Process

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

7.5 Fraud and corrupt practices

7.5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the 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, the 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 the NHM-MP for, *inter alia*, time, cost and effort of the 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 the NHM-MP under this Clause 7.5, hereinabove and the rights and remedies which the NHM-MP may have under the Work Order or the Contract or otherwise, if a Bidder or Selected Agency, as the case may be, is found by the 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 the NHM-MP during a period of 3 (three) years from the date such Bidder or Selected Agency,

as the case may be, is found by the NHM-MP to have directly or through an agent, engaged or indulged in any Prohibited Practices.

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

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 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 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the 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 the 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 the 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 in Clause 7.5 hereinabove, it may debar the Bidder for a period of 3 (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 Contract, the Bidder shall be debarred from participating in any Tender Process undertaken by NHM-MP for a period of 3 (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 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/Agency and NHM-MP, shall be written in English or Hindi language only.
- 7.7.4** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English and/or Hindi language, as applicable.

7.8 Taxes and Duties

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

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

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

7.10 No Partnerships

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

7.11 Signing of Contract

- 7.11.1** The Selected Bidder shall execute the Contract within 1 (one) month from the date of Work Order with NHM-MP as per Master Service Agreement attached in **Annexure - 12**. 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.

7.12 Contract Documents

- 7.12.1** 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.

7.13 Execution of Contract

- 7.13.1** During the Contract Period, the Selected Agency will work closely with NHM-MP and will perform the activities as per the Scope of Work. In case of poor performance, or unjustified and repeated delays in execution and implementation of the Project, 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.

7.14 Costs of Signing

- 7.14.1** 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 and registration charges.

7.15 Sub-Contracting

- 7.15.1** The Selected Bidder/Agency shall not assign or sub-contract the Contract or any part thereof to any other agency without the prior written permission of NHM-MP.

7.16 Monitoring of Contract

- 7.16.1** 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 this Contract.
- 7.16.2** 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.

7.17 Reporting

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

7.18 Copyright

7.18.1 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.

7.19 Recoveries from Contracted Agency

7.19.1 Recovery of liquidated damages shall be made from monthly invoice payment to be made to the Selected Agency.

7.19.2 In the event of default, NHM-MP shall recover liquidated damages at the first instance from the payment due to the Selected Agency in the relevant billing month. In the event of the subsequent default, NHM-MP shall recover the liquidated damages from the invoices of the subsequent month(s). 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) 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

- (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 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,

- (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) working 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 Force Majeure event(s) affects 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) days of the encashment by NHM-MP of the earlier Performance Security;
- (b) The Selected Agency has abandoned the Project;
- (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 the services within the period(s) specified in the Contract, or within any extension thereof granted by the 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, NHM-MP shall be liable to make no 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, systems or 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 systems or services. However, Selected Agency shall continue the performance of the Contract to the extent not terminated.

7.21.3 Termination for Insolvency

- (a) 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

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

7.21.5 Termination for Force Majeure

- (a) 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 if any 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

- 7.22.1** In the event of premature termination of the Contract by the 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 6 (six) months from the date of such termination.

7.23 Continuity of Operations

- 7.23.1** In case of termination, the Selected Bidder/ Agency will continue operations on existing terms and conditions from the date of termination or the date of handing over of complete operations including assets owned by NHM-MP to the next service provider or taking over of complete operations by NHM-MP itself, whichever is earlier. All assistance shall be provided by the existing Selected Agency in handing over of all assets, policy documents, SOPs etc. to next service provider 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 (i) 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

- 7.25.1** 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

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

(i) **To the NHM-MP:**

*Mission Director/ The Nodal,
National Health Mission
Link road no. 03,
In front of Patrakar Colony,
Bhopal 462003, Madhya Pradesh*

(ii) **To the Selected Agency**

M/s. (to insert name and address of Selected Agency)

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

- 7.27.1** The Agreement, 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 Agreement shall be valid and binding unless in writing and signed by all parties hereof.

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 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 this Contract, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in 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 this Contract. During the arbitration, the Selected Agency shall continue to fulfill its obligations under this Contract except for such obligations and other matters, which are the subject of arbitration.
- 7.29.4** 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

- 7.30.1** 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** The NHM-MP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) 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.
 - (ii) qualify or not to qualify any Bidder based on the submitted documents only
 - (iii) retain any information and/or evidence submitted to the NHM-MP by, on behalf of and/or in relation to any Bidder; and/or
 - (iv) 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 the 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 Selected 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** The 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 Bidder/Agency shall execute the whole work in strict accordance of instructions and 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 Bidder/Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Selected Bidder/Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by NHM-MP.
- 7.31.10** 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.
- 7.31.11** In addition to the provisions enumerated in Clause 7.32 hereinabove, the Selected Agency is required to comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ NHM-MP in connection to the performance of its obligations under this RFP/ Contract.

SECTION 8. ANNEXURES

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 for Hiring of Vehicles for National Health Mission, Madhya Pradesh”**

Dear Sir,

With reference to your RFP document dated 20/07/2021, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “*Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh*”

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

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

1. We acknowledge that NHM-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 Selected Agency for the aforesaid Project.
3. We shall make available to NHM-MP any additional information it may deem necessary or require supplementing or 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 the NHM-MP;

Selection of an Agency for Hiring of Vehicles for 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 agreement 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 Agreement 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 Partners /Directors/ Managers/ employees.
 12. We declare that we or 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 the NHM-MP of the same immediately.
 15. We agree that if at any stage, any information/documents submitted by us are found to be

Selection of an Agency for Hiring of Vehicles for NHM- MP

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 Financial Proposal has been/shall be submitted online as per the prescribed timeline set out in the RFP document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours sincerely,

Authorized Signature [*In full and initials*]

Name and Title of Signatory:

(*Location, Date*)

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Bidder)

ANNEXURE 2: AVERAGE ANNUAL TURNOVER OF BIDDER

Average Annual Turnover

S. No.	Financial years	Turnover (INR)	Positive Net worth (Yes/ No)
1.	2018-19		
2.	2019-20		
3.	2020-21		
	Average Annual Turnover		

This is to certify that the Net worth of (*name of Bidder*) is Positive for last 3 (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.

Authorized Signature [*In full and initials*]:

(*Location, Date*)

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(*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 for Hiring of Vehicles for National Health Mission, Madhya Pradesh”**

Dear Sir/Madam,

With reference to your RFP document dated 20/07/2021, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for “*Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh*”. 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 Selected 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 authenticating 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 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 the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda issued by the 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 agreement 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 Agreement 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 Partners/Directors/ Managers/ employees.
 12. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in NHM-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 Financial Proposal is being submitted online only. This Technical Proposal read with the Financial Proposal shall be binding on us.
 16. We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

(Location, Date)

Name of Firm:

Address:

Telephone: Fax:

(Name and seal of the Bidder)

Please find herein attached below details of relevant experience:

Assignment Name:	Approx. value of the contract
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address of Client:	Approx. value of the Services provided by your firm
Start Date (Month/Year):	Completion Date (Month/Year):
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

NOTE: *Kindly provide supporting work order/ agreement/ project completion certification/ auditor certificate.*

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 Ref. No. NHM/STORE/2021/10909 dated 20/07/2021, for “*Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh*”, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,

- (a) Has been in operation for a minimum of last 3 (three) Financial Years in the field of providing vehicle rental services
- (b) Possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by the NHM-MP;
- (c) 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;
- (d) Have an unblemished record and is/are not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- (e) Do not have any previous transgressions with any entity in India or any other country during the last 3 (three) years.
- (f) 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;
- (g) Do not have, and our directors and officers not have 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 3 (three) years preceding the commencement of the Selection Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (h) Do not have a conflict of interest which materially affects the fair competition.
- (i) 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 the NHM-MP may choose to blacklist me/us for a period it may deem fit..

Thanking you,

Authorized Signature *{In full and initials with Seal}*:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information *(phone and e-mail)*:

Date and Time and Place: _____

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 Proprietor/ Partner /Managing Director / Holder of power of attorney of the business, establishment / firm / registered company do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking.

1. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ black listed 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..... 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..... 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 malafide 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 Authorised Signatory

WITNESS:

(1) Full Name

And Address

Signature

(2) Full Name

And Address

Signature

[Location, Date]

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(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 organisation*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the 'Selected Agency', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Award for preparation of "*Request for Proposal for Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh*" 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 the 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 the 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 the NHM-MP on the Bank shall be conclusive and binding notwithstanding any difference between the 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 the NHM-MP discharges this guarantee.

The 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. The 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 the 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 the NHM-MP and the Selected Agency any other course or remedy or security available to the NHM-MP. The Bank shall not be relieved of its obligations under these presents by any exercise by the 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 the 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 the 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 NHM-MP 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 the 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 FOR SIGNING OF BID

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. (Name), R/o.....(name and address of residence) and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for the ‘Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh’ for a period of 2 (two) years (“Project”) as defined under this RFP for the National Health Mission, Madhya Pradesh (the “NHM-MP”), representing us in all matters before the 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 caused to be done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till Contract Period, 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 2021

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accept

(Signature)

(Name, Title and Address of the Attorney)

Notarised

For _____ (Signature)

(Name, Title and Address)

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: FORMAT FOR AFFIDAVIT FOR SOLE PROPRIETORSHIP FIRM

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

I, _____ S/o, _____ aged _____ residing
at _____

do hereby solemnly affirm and declare as under:

That I have registered a Sole Proprietorship Firm, known as under the {insert name of Act/legislation} in the year....., and I shall do the business of sale/purchase /supply and work Contract;

That I am the Sole Proprietor of {Insert name of the Sole Proprietorship} and I am alone in this proprietorship;

That the registered head office of the firm is situated at....., and a branch office at

That being the Sole Proprietor of the applicant firm, I am fully conversant with the affairs of the firm and as such I am competent to swear this affidavit;

That there is no other partner in the Sole Proprietorship Firm {Insert name of the Sole Proprietorship}

That I alone hold the position of the authorized representative, to do in the name of the applicant Firm, all such acts, deeds and things necessary in connection with or incidental to and to represent the Firm in all matters in connection to the Proposal/Bid for “Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh”.

That all acts, deeds and things lawfully done by me as the Sole Proprietor pursuant to this affidavit shall always be deemed to have been done by the Sole Proprietorship Firm.

Place:

DEPONENT

Date:

VERIFICATION

Verified at _____, this the _____ day of _____ 2021, that the contents in the above affidavit are true and correct to the best of knowledge and belief. No part of this affidavit is wrong and nothing material has been concealed therefrom

Place:

DEPONENT

Date:

**ANNEXURE-9: FORMAT FOR CERTIFICATE OF SATISFACTORY
PERFORMANCE**

{To be submitted on Client's letterhead}

Ref. no.

Date:.....

To Whomsoever It May Concern

This is to certify that *{insert Bidder's name}* was issued a Letter no./ Work Order/ LOA/ datedwhereafter and agreement / MOU datedwas signed between *{insert Client's Organization name}* and the *{insert Bidder's Name}* for providing services under the following Project (s):

- (1) Name of the Project/ Assignment: _____
- (2) Duration of Contract (in years/ months/days, whichever applicable): _____
- (3) Date of commencement of services by the Bidder: _____
- (4) Project Cost (estimated, if available): _____
- (5) Location of work (list of addl. sites, if any): _____
- (6) Brief description of the Scope of Work explaining precise nature of contract and the services rendered/ being rendered by the Bidder _____

- (7) Current Status of Project/ Assignment (completed/ongoing): _____

The performance of the *{insert Bidder's name}* has been satisfactory till date.

(Signature of the Authorised Signatory)

Name of Authorised Signatory:

(Designation)

(Organization's Seal)

ANNEXURE-10: FORMAT FOR PROVIDING VEHICLE DETAILS

Sl. No	Owned By	Make and Model	Registration Number

ANNEXURE-11: FORMAT FOR PREBID QUERY AND CLARIFICATIONS

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

Bidder's Name:			
S. No.	RFP Reference	Clause Details	Queries with Justification

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

ANNEXURE-12: MASTER SERVICE AGREEMENT

For

“Hiring of Vehicles for National Health Mission, Madhya Pradesh”

This Master Services Agreement (“**Agreement**”) is made and entered into at Bhopal, Madhya Pradesh India on this [●] day of [●], 2021. The effective date of Agreement is [●], 2021.

BY AND BETWEEN

National Health Mission-Madhya Pradesh, registered as State Health Society under the Madhya Pradesh Society Registrickaran Adhinyam, 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. [●], {*Bidder’s entity registration as*} having its registered office at [●], (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 for providing “*Hiring of Vehicles for National Health Mission, Madhya Pradesh*” (“**Project**”) and in this regard issued RFP with **Ref No.** [●] dated [●], subsequent Corrigendum No. [●] dated [●] respectively.
- B.** NHM-MP had prescribed the technical and financial terms and conditions and invited proposals from the eligible bidders pursuant to the RFP for undertaking the Project.
- C.** M/s. [●] submitted a Proposal in response to the RFP for Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh., ref. no. [●] dated [●] on the e-tender portal.
- D.** After evaluation of the proposals received, NHM-MP had accepted the proposal submitted by M/s. [●] and proceeded to issue a work order dated ../../..... (“**Work Order**”) in name of M/s. [●] (hereinafter to be referred to as the “**Selected Agency**”) on the basis of their proposal.

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:

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

“**Selected Agency**” or “**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 for Hiring of Vehicles for National Health Mission, Madhya Pradesh.

“**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 2 (two) years from the date of signing of this Agreement.

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

“**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 dated [●] pursuant to which proposals were invited by NHM-MP for Selection of an Agency for Hiring of Vehicles for National Health Mission, Madhya Pradesh”;

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

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 [●])
- Schedule 2: Financial Proposal
- Schedule 3: Key Performance Indicators (“KPIs”) (Section 6 in the RFP [●])

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

- (a) The Selected 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 Selected 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 Selected Agency.
- (b) Commencement of Services: The Selected 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 when services have been completed and all payments have been made at the end of such time period after the effective date.

6. Obligations of NHM-MP

- (a) Assistance and Exemptions: NHM-MP will use its best efforts to ensure that the Government will provide the Selected Agency with work permits and such other documents as necessary to enable the Selected 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 Selected Agency

- (a) The Selected 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 Selected 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.

8. Period of Contract

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

9. Performance Security

- (a) Performance security of INR 24,00,000/- (INR Twenty Four Lakhs) (“**Performance Security**”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP. 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.
- (b) The Selected Bidder shall supply the Performance Security, as mentioned in the above para, annually instead of combined amount together for 2 (two) years.
- (c) The Performance Security shall be returned 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.
- (d) The Performance Security may be invoked on violation of any of the conditions given below:
- (i) The Selected Agency is not able to deliver services as per KPIs as set out in the Contract.
 - (ii) The Selected Agency or its employee(s) is involved in any unlawful activity during its engagement with NHM-MP.
- (e) The Selected Agency shall keep the Performance Security replenished at all times. Such replenishment may be required if the 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.

10. Interference with Tender Process

- (a) If the Selected Agency fails to enter into Contract after being declared the Selected Bidder/Agency; 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.

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

- (a) Failure of the Selected 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

- (a) 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

- (a) 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.

14. Execution of Contract

- (a) During the Contract Period, the Selected Agency will work closely with NHM-MP and will perform the activities as per the Scope of Work. In case of poor performance, or unjustified and repeated delays in execution and implementation of the Project, 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 Agreement. In this case, the Performance Security shall be forfeited.

15. Costs of Signing

- (a) The Selected Agency shall bear all the costs related to the signing and registration of the Agreement between NHM-MP and the Selected Agency including but not limited to stamp duties and registration charges.

16. Sub-Contracting

- (a) The Selected Bidder/Agency shall not assign or sub-contract the Contract or any part thereof to any other agency without the prior written permission of NHM-MP.

17. Reporting

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

18. Monitoring of Contract

- (a) NHM-MP shall designate a Nodal or Authorised 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 shall 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 such Selected Bidder/Agency in writing to NHM-MP and such change shall not relieve Selected Bidder/Agency, from any liability under the Contract.

19. General Terms and Conditions

19.1 Fraud and corrupt practices

- (a) Without prejudice to the rights of the NHM-MP under Clause 19.1 hereinabove and the rights and remedies which the NHM-MP may have under the Work Order or the Contract, if the Selected Bidder/Agency, as the case may be, is found by the 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 the NHM-MP during a period of 3 (three) years from the date such Selected Bidder/Agency, as the case may be, is found by the NHM-MP to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- (b) For the purposes of this Clause 19.1 (a), 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 the 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 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the 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 the 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 the 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.

20. Debarment from Bidding

- (a) If NHM-MP finds that Selected Bidder/Agency has breached the code of integrity prescribed in Clause 19.1 above, it may debar the Bidder for a period of 3 (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 Contract, the Selected Bidder/Agency shall be debarred from participating in any Tender Process undertaken by NHM-MP for a period of 3 (three) years.
- (c) NHM-MP shall not debar Selected Bidder/Agency under this section unless such Selected Bidder/Agency has been given a reasonable opportunity of being heard.

21. Language

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

22. Confidentiality

- (a) National Health Mission, Madhya Pradesh expects the Selected Agency or any person acting on behalf of the Selected 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 Selected 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 Selected 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 Selected 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 Selected 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.

23. Copyright

- (a) 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.

24. No Partnerships

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

25. Force Majeure (“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 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.
- (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.

26. Events of Default and Termination

26.1 Agency Events of Default

- (a) The Selected Agency has failed to replenish the Performance Security within 30 (thirty) days of the encashment by NHM-MP of the earlier Performance Security;
- (b) The Selected Agency has abandoned the Project;
- (c) Any representation made or warranty given by the Selected Agency under this Contract is found to be false or misleading;

- (d) The Selected Agency has unlawfully repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract;
- (e) The Selected Agency is in material breach of any of its obligations as mentioned in Clause 7 of this Contract;
- (f) Any other instance explicitly mentioned in this Contract as having constituted an event of default.

26.2 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 the services within the period(s) specified in the Contract, or within any extension thereof granted by the 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 26.2 hereinabove, NHM-MP shall be liable to make no 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.

26.3 Termination for Insolvency

- (a) NHM-MP may at any time terminate the Contract by giving a written notice of at least 30 (thirty) days to the Selected Agency, if the Selected Agency becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Selected 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.

26.4 Termination for Convenience

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

26.5 Termination for Force Majeure

- (a) 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, if any 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.

27. Premature Termination of Contract

- (a) In the event of premature termination of the Contract by the 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 6 (six) months from the date of such termination.

28. Continuity of Operations

- (a) In case of termination, the Selected Bidder/ Agency will continue operations on existing terms and conditions from the date of termination or the date of handing over of complete operations including assets owned by NHM-MP to the next service provider or taking over of complete operations by NHM-MP itself, whichever is earlier. All assistance shall be provided by the existing Selected Agency in handing over of all assets, policy documents, SOPs etc. to next service provider without any extra cost on behalf of NHM-MP.

29. Indemnity

- (a) 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 (i) 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;
- (b) 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.
- (c) 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.
- (d) 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.
- (e) All claims regarding indemnity shall survive the termination or expiry of the Contract.

30. Payment Terms and Conditions

30.1 Invoicing and Payment

30.1.1 Invoicing (General)

- (a) No advance payment shall be made by NHM-MP at the time of signing of Contract with Selected Agency.
- (b) The Selected Agency shall be paid on the basis of the monthly/ per km rates quoted (inclusive of all operational costs such as driver's salary, fuel, insurance, maintenance, repair/breakdown costs etc.) in the Financial Proposal. No extra payment shall be paid to the Selected Agency.
- (c) Prices (inclusive of all taxes), to be charged by the Selected Agency for provision of services in terms of the Contract shall not vary from the prices agreed upon in the Financial Proposal/ Contract.
- (d) 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 Contract during Contract Period.
- (e) The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [“(Goods and Service Tax”) if applicable] and other statutory deductions as per Applicable Laws.
- (f) GST, (if applicable), should not be included in the Proposal price and shall be paid by NHM-MP separately on prevailing rates with reference to the submitted invoice. All other taxes, duties, license fee and levies shall be included in the Proposal price.
- (g) 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 for all payments relating to monthly reimbursement of the invoices or any other payments related to the Contract that shall become due in favour of the Selected Agency.
- (h) All the payments will be made in Indian Rupees only in the bank account of the Selected Agency.
- (i) 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.

30.1.2 Invoicing (Opex)

- (a) Invoices for payment for each month to be submitted by the 5th (fifth) day of every succeeding month. Invoice in 3 (three) copies along with requisite documents/proofs to be submitted to NHM-MP.
- (b) Payment for any extra kilometers run beyond:
 - (i) 100 (hundred) kms, shall be paid on pro rata basis as per the rate quoted for 12 Hours/100 kms in the Financial Proposal submitted by the Selected Agency
 - (ii) 250 (two hundred and fifty) kms, shall be paid on pro rata basis as per the rate quoted for 24 Hours/250 kms in the Financial Proposal submitted by the Selected Agency

- (c) Any toll taxes, parking will be paid extra on actuals. The Selected Agency should attach the original receipts of the same along with the invoice.
- (d) NHM-MP shall review the documents and forward the required payment in favor of the Selected Agency within 30 (thirty) working days post receiving the invoices from the Selected Agency through online mode but no interest/charges shall be paid on delayed payments.
- (e) Opex shall include the costs for all the services provided by the Selected Agency as mentioned in the Scope of Work section and any other pre-approved written expenses.
- (f) Documents/ proofs to be submitted along with monthly invoices by the Selected Agency shall include:
 - (i) Monthly logbook maintained by the driver of the vehicle;
 - (ii) Logbooks and registers maintained by the Selected Agency;
 - (iii) Original receipts of the Toll Tax , if any.
- (g) The Selected Agency must provide additional/ supplementary documents for verification of the invoices to NHM-MP, if required from time to time.
- (h) The invoices submitted by the Selected Agency shall be verified by an officer (s) designated by the Nodal, NHM-MP, who shall review the documents and payment shall be only released post verification.
- (i) Any penalties and/or liquidated damages, as applicable will be appropriated from the Invoice payments or the Performance Security or any other amount payable by NHM-MP.

31. Recoveries from the Selected Agency

- (a) Recovery of liquidated damages shall be made from monthly invoice payment to be made to the Selected Agency.
- (b) In the event of default, NHM-MP shall recover liquidated damages at the first instance from the payment due to the Selected Agency in the relevant billing month. In the event of the subsequent default, NHM-MP shall recover the liquidated damages from the invoices of the subsequent month(s). 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) 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.

32. Disputed Invoice

- (a) In case of a dispute on the invoice amount, or any other payment related matter; such matter shall be discussed with NHM-MP and/ or any other authority designated by the Nodal, NHM-MP. In such cases, the Selected Agency, shall produce requisite supporting documents, communications, acknowledgement of the NHM-MP, etc. to support the disputed invoice 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.

33. Severability

- (a) 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 Agreement or otherwise.

34. Exclusion of implied warranties etc.

- (a) 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. Notices

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

If to the NHM-MP:

*Mission Director/ The Nodal,
National Health Mission
Link road no. 03,
In front of Patrakar Colony,
Bhopal 462001, Madhya Pradesh*

If to the Selected Agency:

M/s. (to insert name and address of Selected Agency)

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.

36. Modification of Agreement

- (a) The Agreement, 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 Agreement shall be valid and binding unless in writing and signed by all Parties hereof.

37. Settlement of Dispute

- (a) 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.
- (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.

38. Arbitration

- (a) Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this Contract, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in 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 Selected 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 38 hereinabove 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.

39. Saving Clauses

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

40. 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) The NHM-MP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) retain any information and/or evidence submitted to the NHM-MP by, on behalf of and/or in relation to the Selected Agency; and/or
 - (ii) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of the Selected Agency.
- (c) All documents and other information provided by NHM-MP or submitted by the Selected Agency to NHM-MP shall remain or become the property of NHM-MP. The Selected 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 Selected Agency to NHM-MP in relation to the Project shall be the property of NHM-MP.
- (d) The NHM-MP reserves the right to make inquiries with any of the clients listed by the Selected Agency in their previous experience record.
- (e) The Selected Agency shall bear all the expenses regarding delivery of services.
- (f) The Selected 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 Selected Agency shall execute the whole work in strict accordance of the instructions and 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 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.
- (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 40 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 from time to time in connection to the performance of its obligations under this Contract.

{SCHEDULE 1: Scope of Work}

{SCHEDULE 2: Financial Proposal}

{SCHEDULE 3: Key Performance Indicators (KPIs)}

Selection of an Agency for Hiring of Vehicles for NHM- MP

SIGNED AND DELIVERED BY
(on behalf of NHM-MP)

In the presence of

Signature

Signature

Name and Designation:

Name and Designation.....

Address: Link road No. 03, In front of

Address

Patrakar Colony, Bhopal

.....

462003, Madhya Pradesh

SIGNED AND DELIVERED BY (on behalf of

In the presence of

**M/s. [●]
(Selected Agency)**

Signature:

Signature

Name and Designation:

Name and Designation

Address:

Address