

Government of Madhya Pradesh



Request for Proposal for Selection of an Agency for Providing Catering Services at the State TB Training and Demonstration Centre (“STDC”), Bhopal for National Health Mission, Madhya Pradesh

Reference No: S. No. N.H.M./Store/2022/5339

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Issued by:

National Health Mission, 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 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 / 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 Bids or proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. NHM- MP also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP proposal.
6. Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHM- MP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
7. NHM- MP reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the Madhya Pradesh Government e Procurement System website: <https://mptenders.gov.in> (“**MP Tender Website**”)

NOTICE FOR REQUEST FOR PROPOSAL

“Request for Proposal for Selection of an Agency for Providing Catering Services at STDC Bhopal for National Health Mission, Madhya Pradesh”

National Health Mission, Madhya Pradesh, (NHM-MP), Government of Madhya Pradesh, plans to engage an agency for providing catering services at STDC, Bhopal for National Health Mission, Madhya Pradesh, as defined in this RFP and invites proposals from suitable agencies meeting the criteria mentioned in this RFP document.

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

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

S. No	Description	Date and Time
1.	Publish Date	04-08-2022
2.	Document Download/Sale Start Date	04-08-2022
3.	Document Download/Sale End Date	16-08-2022
4.	Bid Submission Start Date	09-08-2022
5.	Bid Submission End Date	16-08-2022
6.	Bid Opening Date	17-08-2022
7.	Bid Validity (Days)	180 days
8.	Period of Work (Days)	730 days (2 years)
9.	Location	Madhya Pradesh
10.	Pin code	462003
11.	Bid Opening Place	NHM, Bhopal
12.	Product Category	Services
13.	Nature of Work	Selection of an Agency for Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh
14.	Proposals Invited By	Mission Director, National Health Mission Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003
15.	Date of Opening of Financial Proposals	Within 30 (thirty) days of the Technical Proposal opening
16.	Mode of Submission of Proposal	Online on https://mptenders.gov.in
17.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related Information	https://mptenders.gov.in
18.	Cost of RFP document	INR 1,000/- (INR One Thousand only)
19.	Earnest Money Deposit	INR 1,00,000/- (INR One Lakh only)
20.	Performance Security	05% (five percent) of the total Project cost
21.	Method of Selection	Least Cost Selection (L-1)

Note-

1. Amendments/ Corrigendum to the RFP document, if any, would be published on MP Tender Website only, and not in newspaper.
2. NHM- MP reserves all the rights to cancel the Tender Process and reject any or all the Proposals

National Health Mission, Madhya Pradesh, India

at any point of time.

3. No contractual obligation whatsoever shall arise from the RFP document unless and until a formal contract is signed and executed between NHM- MP and the Selected Bidder.
4. To participate in the e-Tender Process for this RFP, the Bidder(s) are requested to get themselves registered (in case not registered already) with MP Tender Website i.e., <https://www.mptenders.gov.in>. In case of any portal related queries, the Bidder may kindly contact the 24 x 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.

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:

Agmark	Agricultural Mark;
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, judgments, decrees, injunctions, writs, orders issued by any court of record or other requirement or official directive of any governmental authority or any person acting under authority of any governmental authority or statutory authority including any notification issued by the Reserve Bank of India or of any Governmental authorities, as may be in force or effect during the subsistence of the Bidding Documents;
Associate	Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder;
Authorized Signatory / Representative	Shall have the meaning as ascribed to it in Clause 2.5.6 of this RFP;
Base Rate	Per day per person charges inclusive of all taxes and GST as mentioned in clause 2.5.9 (d)
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 2.5.12 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 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;
Contracted Charges	Per day per person charges based on the discount offered by L1 bidder on the Base Rate for provision of services as mentioned Scope of work;
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 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 2.4.1;
Evaluation Committee	Shall have the meaning as ascribed to it in Clause 3.3.2 of this RFP;
Financial Proposal	Shall have the meaning as ascribed to it in Clause 2.5.9 (c) of this RFP;
FSSAI	Food Safety and Standards Authority of India;
FY	Shall mean a Financial Year period starting from 01 st April and ending on 31 st March of each respective financial year;
GoI	Government of India;
GoMP/State Government	Government of Madhya Pradesh;

Good Industry Practice	means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under the RFP/ Contract which would be expected from a skilled and experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of works of the type, nature and scope similar to those mentioned in this RFP;
GST	Goods and Services Tax;
IEC	Information, education, and communication;
INR	Indian Rupees;
IT	Information Technology;
L-1 Bidder	Shall have the meaning as ascribed to it in Clause 3.3.4 of this RFP;
LoI	Letter of Intent;
MSME	Shall have the meaning as ascribed to it in Clause 2.4.3 of this RFP;
NHM-MP	National Health Mission, Madhya Pradesh;
NIT	Notice Inviting Tender;
Nodal NHM-MP	An NHM-MP officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. For this purpose of this RFP document, the Mission Director, NHM-MP shall be the Nodal NHM-MP.
Notification	A notification published in the Official Gazette;
Project	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Project Cost	Shall mean number of attendees per day x 365 x per day per person meal charges
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 NHM-MP to the prospective Bidders: RFP reference S. No. N.H.M./Store/2022/5339 dated 04th August 2022 for “ <i>Selection of an Agency for Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh</i> ”. Any Corrigendum(a) / Amendment(s) / Clarification(s) to the RFP issued by NHM-MP subsequent to the issue of the RFP shall be an integral part of the RFP document;
Selected Agency/Agency	The Selected Bidder, which shall sign the Contract with NHM-MP for providing the services envisaged under this RFP;
Selected Bidder	Shall have the meaning as ascribed to it in Clause 1.1 of this RFP;
Selection Process or Tender Process	The process of procurement extending from the issue of Notice for Request for Proposal to the signing of the Contract or cancellation of the Selection/Tender Process, as the case may be;
SSI	Shall have the meaning as ascribed to it in Clause 2.4.3 of this RFP;
STDC	State TB Training and Demonstration Center;
Technical Proposal	Shall have the meaning as ascribed to it in Clause 2.5.3 of this RFP;
Work Order	Shall have the meaning as ascribed to it in Clause 3.4.1 of this RFP

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, 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, which requires trained health personnel at all levels of the healthcare infrastructure.

As part of ‘National TB Elimination Program (“**NTEP**”), NHM-MP conducts various training and capacity building workshops for various officials at the State TB Training and Demonstration Centre (“**STDC**”), Bhopal, which is the state’s nodal training centre. STDC, Bhopal conducts training and capacity building to enhance the knowledge and skill sets of the officials and staff of the State Tuberculosis Cell (“**STC**”). The officials and staff when attending the training workshops usually stay in the STDC campus for the entire duration of the training programme. Thus, catering services are required for the entire duration of the training programmes along with provision for morning/ evening tea, breakfast, lunch, and dinner to the attendees (officials, trainers and trainees) and other supporting staff.

In light of the aforesaid, NHM-MP, is inviting proposals from eligible bidders to provide catering services at the STDC campus situated at Bhopal for 02 (two) years (“**Project**”). The catering services shall be required throughout the year only when the training programs/ workshops are being scheduled. The training schedule shall be intimated by NHM-MP to the Selected Agency, 03 (three) days in advance from the date of the start of the scheduled training programme. The Agency shall be selected on the basis of an evaluation by NHM-MP through the selection process specified in this RFP (the “**Selection Process**”). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NHM-MP’s decisions are final without any right of appeal whatsoever.

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

1.2 Objectives

The key objectives to engage an agency for providing catering services at STDC, Bhopal are as follows:

- (a) To provide daily meals including breakfast, lunch, morning/ evening tea and snacks, dinner etc., prepared and served in a hygienic manner to the attendees (officials, trainers, and trainees etc.) during the scheduled training programs throughout the year
- (b) To ensure availability of timely meals/ beverages/ refreshments for the, attendees (officials, trainers, and trainees etc.) at STDC campus, Bhopal

Documents for Submission

S. No.	Documents to be Submitted
1	Documents as mentioned for qualification criteria, technical qualification and any other supporting document as requested in the RFP and as deemed suitable by the Bidder to support the facts and figures stated in the proposal of the Bidder.
2	ANNEXURE 1: COVER LETTER
3	ANNEXURE 2: TURNOVER AND NETWORTH DETAILS OF BIDDER
4	ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL
5	ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE SUMMARY
6	ANNEXURE 4: SELF-DECLARATION
7	ANNEXURE 5: BLACKLISTING AND PENDING SUIT
8	ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
9	ANNEXURE 8: FORMAT FOR AFFIDAVIT FOR SOLE PROPRIETORSHIP FIRM <i>(To be submitted in place of Annexure-7 in case the Bidder is a Sole Proprietorship Firm)</i>
10	ANNEXURE 9: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF A PARTNERSHIP FIRM
11	ANNEXURE 10: FORMAT FOR ANTI COLLUSION CERTIFICATE
12	ANNEXURE 11: FORMAT FOR LETTER OF EXCLUSIVITY
13	ANNEXURE 12: DECLARATION FOR EXISTENCE OF THE FIRM

Please Note:

1. All documents submitted by the Bidder under its Proposal shall be mandatorily submitted in complete and in the form prescribed under this RFP.
2. NHM- 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 NHM-MP, as modified, altered, amended and clarified from time to time by NHM-MP (collectively the “**Bidding Documents**”), and all Proposal(s) shall be prepared and submitted in accordance with such terms on or before the Bid submission end date (the “**Proposal Due Date**”)
- 2.1.3** NHM-MP requires that the Bidder hold NHM-MP’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out its obligations in the best interests of NHM-MP and the Project
- 2.1.4** It is NHM-MP’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of Project. Pursuant thereto, NHM-MP:
- (a) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question;
 - (b) will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded any contract or Work Order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order/ Contract
- 2.1.5** **Number of Proposals:** No Bidder shall submit more than 01 (one) Proposal for the Project. In the event of such an occurrence (i.e., submission of more than 01 (one) Technical or Financial Proposal) both the Proposals, shall be summarily rejected
- 2.1.6** **Consortium/ Joint Venture:** Proposal shall be submitted only by a single/sole Bidder; Consortiums and Joint Ventures are not allowed under this RFP. Sub-contracting of the Scope of Work or any part thereof under this RFP/contract is not permitted at any stage during the Contract Period
- 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 NHM-MP and not by way of penalty for, *inter alia*, the time, cost and effort of NHM-MP, including consideration of such Bidder’s Proposal (“**the Damages**”), without prejudice to any other right or remedy that may be available to NHM-MP under the Bidding Documents and/ or the Contract or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of

Interest affecting the Selection Process, in the below circumstances:

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

2.1.8 A Bidder or their Associate should, in the last 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 NHM-MP in relation to the Project is engaged by the Bidder or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Associate in the past, but its assignment expired or was terminated prior to the Proposal Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 03 (three) years from the date of commencement of 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 Acknowledgement by Bidder,

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

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

2.1.14 Right to reject any or all Proposals:

- (a) Notwithstanding anything contained in this RFP, NHM-MP reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof
- (b) Without prejudice to the generality of above, NHM-MP reserves the right to reject any Proposal if:
- (i) at any time, a material misrepresentation is made or discovered; or
 - (ii) the Bidder does not provide, within the time specified by NHM-MP, the supplemental information sought by NHM-MP for evaluation of the Proposal.
- (c) Such misrepresentation/ improper response by the Bidder may lead to the disqualification/debarment/blacklisting of the Bidder
- (d) If such disqualification/ rejection occurs after the Proposals have been opened and the L-1 Bidder gets disqualified/ rejected, then NHM-MP reserves the right to:
- (i) invite the remaining Bidders to match the Proposal submitted by L-1 Bidder/submit their Proposals in accordance with the RFP; or
 - (ii) take any other measure as may be deemed fit in the sole discretion of NHM-MP, including annulment of the Selection Process

- (e) NHM-MP reserves the right to debar or blacklist the L-1 Bidder or any Bidder whatsoever 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 01 (one) or more of the Qualification Criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Work Order or entering into of the Contract, and if the Selected Bidder has already been issued the Work Order or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NHM-MP to the Bidder, without NHM-MP being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Bidder may have under this RFP, the Bidding Documents, the Contract or under Applicable Laws
- (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 NHM-MP make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by NHM-MP shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NHM-MP thereunder

2.1.15 NHM-MP shall adopt the Least Cost (L-1) methodology for selection of the Bidder; post qualification of the Bidders based on the Qualification Criteria, Technical Proposal and Financial Proposal submitted

2.1.16 This RFP is not transferable

2.1.17 Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents

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

2.2 Amendment of RFP documents

2.2.1 NHM-MP may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by NHM-MP shall be deemed to be part of the Bidding Documents. Verbal clarification(s) and information given by NHM-MP, or its employees or representatives shall not in any way or manner be binding on NHM-MP and shall not alter the terms of the RFP. However, NHM-MP reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and

nothing in this Clause shall be taken or read as compelling or requiring NHM-MP to respond to any question(s) or to provide any clarification(s)

2.2.2 At any time before the Proposal Due Date, NHM-MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendment(s)/ corrigendum(a) will be posted on the MP Tender website

2.2.3 To afford the Bidders a reasonable time for taking an amendment(s)/Corrigenda into account, or for any other reason, NHM-MP may at its discretion extend the Proposal Due Date

2.3 Tender Fee

2.3.1 The RFP document is available online to registered users. A non-refundable tender submission fee of INR 1,000/- (INR One Thousand only) shall be payable (“**Tender Fee**”), apart from gateway and service charges, by each Bidder for their Proposals to be accepted

2.3.2 The Tender Fee shall only be paid online. Online payment details are available on MP Tender Website: <https://mptenders.gov.in>

2.4 Earnest Money Deposit

2.4.1 An Earnest Money Deposit (“**EMD**”) shall be paid online for the sum of INR 1,00,000 /- (INR One Lakh Only) shall be required to be submitted by each Bidder.

2.4.2 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 its Proposal.

2.4.3 If a Bidder is Micro, Small and Medium Enterprise (“**MSME**”) /Udyog Aadhar/Small Scale Industry (“**SSI**”) registered Bidder of Madhya Pradesh, then such Bidder shall be exempt from submitting EMD and Tender fee. However, there is no exemption from payment of the tender processing fee. If a Bidder being an MSME/Udyog Aadhar/SSI registered Bidder of Madhya Pradesh wishes to avail above facility, then the Bidder should follow necessary exemption (Online Tab) for EMD and Tender fee. To claim the exemption, relevant valid documents in support of MSME/SSI are required to be uploaded by the Bidder(s). MSME/SSI Bidder from other States are not eligible for exemption from payment of EMD and Tender fee. If any Bidder, other than MSME/SSI Bidder of Madhya Pradesh, do not submit EMD and /or do not pay Tender fee, then such Proposal shall be rejected.

2.4.4 The EMD shall be kept valid through the Bid Validity Period and may need to be extended, if so, required by NHM-MP.

2.4.5 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 01 (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.

2.4.6 NHM-MP will be entitled to forfeit and appropriate the EMD as mutually agreed loss and damage payable to NHM-MP in regard to the RFP without prejudice to NHM-MP’s any other

right or remedy that may be available to NHM-MP under the Bidding Documents and/ or under the Contract, or otherwise under the following conditions:

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

2.5 Preparation of Proposal

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

2.5.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document

2.5.3 The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP (“**Technical Proposal**”). No information related to Financial Proposal should be provided in the Technical Proposal. Further, in such a case, NHM-MP will be entitled to reject the Proposal

2.5.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Bid

2.5.5 Non-compliance with the instructions and conditions contained in the RFP/ Addendum(s)/ Corrigendum(a) shall render the Proposal liable to be rejected. NHM-MP reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum(a)/Addendum(a) that impacts the Selection Process in any manner

2.5.6 The Proposals must be digitally signed by the Authorized Representative on each page of the Technical Proposal being submitted (the “**Authorized Representative**”) as detailed below:

- (a) by the proprietor in case of a proprietary firm; or
- (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 private/ public limited company or a corporation;
or
- (d) by the duly authorized Trustee in case of a Trust; or
- (e) by the duly authorized member of Society in case of society; or
- (f) by the duly authorized Member of the Governing board in case of a Not for Profit Organization (“**NPO**”)/ Non-Governmental Organization (“**NGO**”)

2.5.7 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 NHM-MP, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in notice of RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, NHM-MP reserves the right to seek clarifications in case the Proposal is non-responsive on any aspects

2.5.8 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

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

- (a) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP
- (b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by NHM-MP
- (c) The Financial Proposal shall only be submitted in soft copy through MP Tender Website <https://mptenders.gov.in> in the Format as provided therein (“**Financial Proposal**”) in a MS excel file clearly indicating the amount in both figures and words and up to 2 (two) decimal points. For example, amount shall be quoted as 10.12 instead of 10 or 10.1
- (d) The base rates inclusive of all taxes and GST per person per day for the food expenses to be served during the training programs/ workshops would be as mentioned below:
 - **Category A:** INR 350/- (INR Three Hundred and Fifty) per day per person (inclusive of Morning Tea, Breakfast, Lunch, Evening Tea/ Snacks & Dinner)
 - **Category B:** INR 200/- (INR Two Hundred) per day per person (inclusive of Breakfast, Lunch & Evening Tea/ Snacks)
- (e) The estimated number of total meals that would be required during training programs/ workshops (inclusive of Breakfast, Lunch, Dinner, Morning Tea, Evening Tea/ Snacks) would be approximately 4,000-5,000 per annum. However, this number may vary based on the actual number of attendees (officials, trainers, and trainees etc.) attending the trainings during the year
- (f) The Bidder(s) shall quote percentage (%) discount, which would be offered on the base rates as mentioned in Clause 2.5.9 (d) hereinabove, for the services to be provided as part of Scope of work mentioned in Section 4 of this RFP
- (g) Percentage (%) discount quoted should be given both in words and in figures (as per the financial proposal format) and the quoted discount must be firm and final and without any escalation and shall not be subject to any modifications, on any account whatsoever
- (h) The Financial Proposal shall be furnished in INR (Indian Rupees) only
- (i) The Financial Proposal needs to be filled in completeness based on financial submission sheet and for all the details mentioned within the sheet
- (j) 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 Percentage (%) discount without any qualifications whatsoever. The per day per person charges after the quoted discount in Financial Proposal 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 remuneration for all the personnel, accommodation, ingredients, and raw materials for preparation of food, cutlery, cooking gas, transportation, kitchen 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

- (k) If there is a change in the applicable taxes, NHM-MP shall bear the cost of the same
- (l) The total percentage (%) discount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected
- (m) NIL value quoted against any field in the Financial Proposal sheet shall lead to rejection of Proposal
- (n) Bidders are required to note that they should necessarily submit their Financial Proposal in the format provided and no other format is acceptable. If during or subsequent to evaluation of Financial Proposal, it is discovered that the Financial Proposal submitted by a Bidder, has been modified in any unauthorized manner, the Proposal may be rejected. NHM-MP may first in exercise of its discretion seek clarifications from the Bidder on such an occurrence

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

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

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

2.5.12 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

2.6 Submission, receipt and opening of proposals

2.6.1 The Proposal shall be submitted through MP Tender Website <https://mptenders.gov.in> . The procedure for filing of e-tender is provided on the portal. For any queries or errors faced related to uploading and submission of Technical and Financial proposals, payment of Tender Fee and EMD, as part of this RFP, the Bidder(s) may contact the e-portal’s 24 x 7 helpdesk at toll free number as mentioned on the MP Tender website <https://www.mptenders.gov.in>. The Bidder(s)

may kindly note that NHM-MP shall not be responsible for any delays or errors faced in submission of proposals, processing payment of Tender Fees or EMD etc., at any stage of the Proposal submission process due to issues including but not limited to network outage and connectivity, technical errors, server downtime etc. on <https://mptenders.gov.in>

- 2.6.2** The Authorized Representative of the Bidder should authenticate EMD details, Technical and Financial Proposal
- 2.6.3** If the Proposal is submitted on behalf of a ‘Sole proprietorship’ concern, the Bidder must submit a notarized Affidavit on Non-judicial Stamp Paper as per **Annexure-8** instead of a Power of Attorney (**Annexure-7** of the RFP); in original confirming that the concern is a Sole Proprietary Concern, and the Sole Proprietor is the Authorized Representative of the Concern
- 2.6.4** If the proposal is submitted on behalf of a Partnership Firm (registered under the Indian Partnership Act, 1932), the Bidder(s) shall mandatorily submit **Annexure-9**: Format for Power of Attorney (PoA) for the Authorized Signatory of a Partnership Firm. In case the Bidder(s) is a Partnership Firm registered under the Indian Partnership Act, 1932, they shall not be required to submit **Annexure-7** as part of the published RFP
- 2.6.5** The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority in the format set out in **Annexure-7** or the relevant Annexure as applicable of this RFP
- 2.6.6** No Proposal shall be accepted after the Proposal Due Date and time
- 2.6.7** 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 Qualification Criteria
- 2.6.8** After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact NHM-MP on any matter related to its Proposal, it should do so in writing at the issuing authority (NHM-MP) official address: **Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003**. Any effort by a Bidder (including the Selected Bidder) to influence NHM-MP during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in the rejection of the Proposal

2.7 Proposal Evaluation

- 2.7.1** As part of the evaluation, the Technical Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed minimum Qualification Criteria in accordance with the technical evaluation as set out in Clause 3.1 of this RFP. Subsequently the Technical Proposal submission, for Bidders who meet the minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals, which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document
- 2.7.2** NHM-MP may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:
- (a) To the satisfaction of NHM-MP, the Bidders meet the minimum qualifications prescribed before evaluating Financial Proposals
- (b) The Technical Proposal submitted by the Bidder is:
- (i) submitted online only. No hard copy shall be submitted to NHM-MP. In case a Bidder

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

2.7.3 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

2.7.4 Selection basis for L-1 Bidder:

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

For instance, suppose 03 (three) Bidders have submitted their proposals. Once they are qualified Bidders based on the Technical Proposal, the Financial Proposals will be opened and the calculation methodology to be followed for selection of L-1 Bidder would be as follows:

Bidder 1	Bidder 2	Bidder 3
Percentage discount on both category of base rates = 5.30% (five-point three percent)	Percentage discount on both category of base rates = 8.60% (eight-point six percent)	Percentage discount on both category of base rates = 7.9% (seven-point nine percent)

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

Hence, the Bidder 2 shall be selected as the L-1 bidder based on the Least Cost (L-1) methodology, since it is offering the maximum discount on base rates

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

SECTION 3. SELECTION OF AGENCY

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

3.1 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 duly registered legal entity in India, 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 “Partnership Firm” registered under the Indian Partnership Act, 1932 - a “Sole Proprietorship” firm, registered under the Shops and Establishment Act, 1953/ M.P. Shops and Establishment Act, 1958, or under any of the Applicable Laws of India; - a Not for Profit Organization (“NPO/ NGO”) registered under the Societies Act, 1860; or under any State Societies Registration Act or under the Applicable Laws of India; - a “Trust” formed under the Applicable Laws of India 	<p>Registration documents of the Bidder as a company/firm or any legal entity along with:</p> <ol style="list-style-type: none"> 1. Details of Board of Director/ Managing Director/ CEO/ Partners/ Proprietor/ Trustees/ Members/ President 2. PAN Card of the registered legal entity 3. GST certificate of the registered legal entity 4. Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing names, addresses and relevant details of ALL partners of the Partnership Firm 5. Any other supporting document, as required
2	Existence of the firm	<p>The Bidder(s) should be in existence and engaged in the business of providing food and beverage services for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21 and 2021-22) and also must be in existence at the time of Proposal submission i.e., on Proposal Due Date</p>	<ul style="list-style-type: none"> ▪ Registration document showing incorporation of the Bidder ▪ an undertaking on the letterhead of the Bidder (as per Annexure-12) stating that the Bidder has been in existence and engaged in the business of providing food and beverage services for at least last 03 (three) completed Financial Years (i.e., 2019-20, 2020-21 and 2021-22)
3	Work experience	<p>The Bidder(s) must have successfully operated at least 01 (one) Food and Beverage (F&B) service project/ contract across Public or Private sector in any of the last 03 (three)</p>	<p>Contract/ Agreement/ Work Order/ Letter of Invitation from client that clearly states the details of the scope of work and all other essential details of the contract.</p>

S. No	Basic Requirement	Specific Requirements	Documents Required
		Financial Years (i.e., 2019-20, 2020-21 and 2021-22)	Undertakings/ Declarations in lieu of/ or in support of above requirement if submitted on Bidder's letter head, shall not be accepted
4	Average Annual Turnover	The Bidder(s) should have an average annual financial turnover of INR 5,00,000/- (INR Five Lakhs) in the last 03 (three) Financial Years (i.e., 2018-19, 2019-20, and 2020-21)	Certificate issued by a statutory auditor (as per Annexure-2) along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted
5	Net Worth	The Bidder(s) should have a positive net worth in each of the last 03 (three) Financial Years (i.e., 2018-19, 2019-20 and 2020-21)	Certificate from statutory auditor (as per Annexure-2) and Audited Financial Statements shall be submitted by the Bidder for the stated Financial Years
6	Blacklisting	The Bidder(s) shall not have been debarred / blacklisted by any Central Govt. /State Govt. / Public Sector Undertaking / any other local Body or body established under or in the control of the Central or state Government and till completion of the Selection Process under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5
7	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:

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

3.2 Exclusion of Proposal/ Disqualification

3.2.1 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 Pre-Qualification Criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by the Evaluation Committee;
- (d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information;
- (e) The Bidder submitting the Proposal, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of NHM-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 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

3.3 Final selection

3.3.1 Only the Bidder(s) who meet ALL the minimum Qualification Criteria would be considered for technical and financial evaluation. Bidders who fail to fulfill any of the requisite Qualification Criteria would not be considered for the further technical evaluation

3.3.2 The evaluation committee (“**Evaluation Committee**”) will carry out the evaluation of Technical Proposals of the qualified Bidders before opening of the Financial Proposal

3.3.3 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

3.3.4 The Selected Bidder (“**L-1 Bidder**”) shall be the Bidder who will quote the maximum discount percentage (%) on the base rate (as mentioned in 2.5.9 (d)). For quoting of rates (discount percentage), the Bidders would be required to fill Financial Proposal available on MP Tender Website. The per day per person charges (Contracted Charges), post application of discount offered by L1 bidder shall be calculated based on the following below mentioned methodology:

S. No	Particulars	Category A	Category B
	Per person per day charges (excluding GST)		
A	Base Rate (per day per person) including GST as mentioned in 2.5.9 (d)	350	200
B	Less: GST (at prevailing rate) for e.g. 5%	17	10
C	Per person per day charges excluding GST	333	190
	Per person per day charges based on discount offered by L1 bidder		
D	Less: Discount offered by L1 bidder for e.g. discount offered is 15% (15% of S. No. C)	50	29
E	Per person per day charges (Contracted Charges)	283	161
	Billing value per day per person		
F*	Add: GST 5% (5% of S. No. E)	43	24
	Billing value per person per day	326	185

*GST, (if applicable) shall be paid by NHM-MP separately on prevailing rates

3.3.5 The final selection of the Agency would be based on maximum discount percentage (%) being quoted; since the bidder offering the maximum discount on base test rates, would be L-1, provided that the Bidder has met all the requisite Qualification Criteria. In case of 02 (two) or more Bidders quoting the same percentage value, the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence. In case of 02 (two) or more Bidders quoting the same percentage value and having the same annual average turnover also, then NHM-MP shall at its own discretion take the final decision for selection of the L-1 Bidder and the same will have to be adhered to and abided by all the Bidder(s) in an undisputed manner and no further communication shall be entertained for the same

3.3.6 In case of any unforeseen circumstances, if the L-1 Bidder doesn't wish to engage with NHM-

MP, then the L-2 Bidder would be offered to take up the Contract. However, the L2 Bidder would be offered to take up the Contract at L-1 rates itself. If the L-2 Bidder is willing to accept the Contract at L-1 rates, then the L-2 Bidder would be selected for providing the services within the scope of this RFP. In case the L-2 Bidder also doesn't agree to take up the Contract, the process would be repeated with L-3, L-4 and so on Bidders

- 3.3.7** The Selected Bidder is required to have a valid FSSAI/ FoSCoS license (Food License) for providing the services under this Project. If the Selected Bidder doesn't already possess a valid FSSAI/ FoSCoS license (Food License), then the Selected Bidder must acquire the same prior to signing of Contract with NHM-MP. Only thereafter, 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

3.4 Grant of Work Order

- 3.4.1** After selection, a work order ("**Work Order**") will be issued, in duplicate, by NHM-MP to the Selected Bidder(s). The Work Order will be handed to the Selected Bidder or emailed or posted to the Selected Bidder's address as given in the Proposal and such handing or emailing or posting shall be deemed good service of such a notice. The Selected Bidder (s) shall, within 07 (Seven) working days of the receipt of the Work Order, sign and return the duplicate copy of the Work Order in acknowledgement thereof. Thereafter, the Selected Bidder will enter into a Contract with NHM-MP ("**Selected Agency**") and shall work in accordance with the Scope of work mentioned in the RFP
- 3.4.2** The issue of the Work Order accepting the Selected 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 NHM-MP
- 3.4.3** In the event the duplicate copy of the Work Order duly signed by the Selected Bidder (s) is not received by the stipulated date, NHM-MP may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Selected Bidder(s) as mutually agreed genuine pre-estimated loss and damage suffered by NHM-MP on account of failure of the Selected Bidder(s) to acknowledge the Work Order
- 3.4.4** Additionally, non-acceptance of the Work order by the Selected Bidder within the time prescribed therein shall lead to forfeiture/invocation of the Earnest Money Deposit of such Selected Bidder and thereafter, NHM-MP shall be free to award the Project to the next Bidder in sequence, or to proceed in the manner as considered in the best interest of NHM-MP, at sole discretion of NHM-MP

SECTION 4. SCOPE OF WORK

4.1 Detailed Scope of Work

National Health Mission, Madhya Pradesh (NHM-MP) regularly conducts various training programme, seminars/ workshops for the District TB Officers (“**DTOs**”), Medical Officers (“**MOs**”), Senior TB Laboratory Supervisor (“**STLS**”), Lab Technicians, Staff Nurses and other healthcare personnel at the State TB Training and Demonstration Center (STDC), Bhopal. The purpose of this RFP is to invite proposals from eligible bidders to provide food and beverage services (“**Services**”) at the State TB Training and Demonstration Center (STDC), Bhopal. The food and beverage services would be required during the training programs/ workshops for the attendees (officials, trainers and trainees etc.) and shall include morning tea, breakfast, lunch, evening tea and Snacks and dinner (dinner only for participants staying on STDC campus overnight) during the scheduled training programs. The estimated number of training attendees is ~4,000-5,000 per annum, which is subject to increase, or decrease based on the training requirement of NHM-MP during the Contract Period.

4.1.1. Setting up of the Food & Beverage Services at the STDC campus

A. Responsibility of NHM-MP

To assist in the setting up of the Services at the STDC campus, the Selected Agency shall be provided with, only the following items by NHM-MP:

- (i) Kitchen space equipped with Refrigerator(s) (in working condition);
- (ii) Furniture and fixtures in the dining area
- (iii) Microwave (in working condition);
- (iv) Running water for cooking and cleaning purposes; and,
- (v) Electricity and other basic civil supply

B. Responsibility of the Selected Agency

To setup and operate the services at the STDC campus the Selected Agency shall procure at its own cost/ expense the following below mentioned during the Contract Period:

- (i) Adequate manpower for cooking, serving, cleaning etc.
- (ii) All the equipment/ utensils required for operation of the kitchen and preparation of food except for the equipment provided by STDC such as Refrigerator & Microwave;
- (iii) Commercial LPG cylinders;
- (iv) Crockery and Cutlery (both reusable and disposable);
- (v) Grocery products with FSSAI /Agmark (equivalent standard), Spices, Condiments etc.;
- (vi) Pulses, vegetables, and all other raw materials;
- (vii) Housekeeping equipment and supplies for maintaining sanitation and cleanliness of kitchen premises;
- (viii) Fire safety equipment/ fire retardants;
- (ix) Pest/ Insect control machines;
- (x) Any other consumables such as liquid soap, tissues, napkins, etc.

4.1.2. Operation of the Food & Beverage services at the STDC campus

- (i) The Selected Agency shall operate the kitchen for providing the food and beverage services from the premises/ space designated by NHM-MP
- (ii) The Selected Agency shall provide morning Tea, breakfast, lunch, evening tea and snacks, dinner to the attendees (officials, trainers, and trainees etc.) during the scheduled training programme. **Dinner and morning Tea will be only served to the participants staying overnight at the STDC campus**
- (iii) The menu that the Selected Agency would be required to provide at the STDC campus would be as follows:

S. No.	Mealtime	Menu items
1.	Morning (only for participants staying overnight at STDC campus)	Tea & Biscuit
2.	Breakfast	Tea Biscuit with Idli Sambar/ Vada Sambar/ Dosa/ Jalebi/ Pakoda/ Dahi Paratha/ Puri Saag/ Poha with Bread Pakoda/ Veg Sandwich
3.	Lunch	Roti, Chawal, Dal, One Seasonal Sabji, Salad, Papad & Pickle
4.	Evening snacks	Tea with Biscuit
5.	Dinner (only for participants staying overnight at STDC campus)	Roti, Chawal, Dal, One Seasonal Sabzi, Salad, Papad & Pickle

Note: The Selected Agency is not required to provide any non-vegetarian preparation (including chicken, mutton, beef, fish, seafood, eggs etc.) in the menu to be served as part of the Scope of Work within this RFP

- (iv) The Selected Agency shall use only food grade containers/ bags for collection and storage of food and vegetables whether raw/ chopped/ cooked
- (v) The responsibility of washing, wiping and overall cleaning of the cutlery such as serving plates, trays, spoons etc. shall be on the Selected Agency
- (vi) The Selected Agency shall endeavor to use disposable (Paper/ Plastic/ Styrofoam) cups/ plates/ spoons for serving of edibles and food items in limited manner and when required on demand by the attendees (officials, trainers and trainees etc.)
- (vii) The Selected Agency shall maintain standby arrangements/ reserve supplies to ensure uninterrupted services during Contract Period
- (viii) The Selected Agency shall recruit and deploy adequate manpower to ensure uninterrupted services are provided during training programs/ workshops
- (ix) The Selected Agency shall be solely responsible to reimburse the salaries to the manpower deployed by the Agency for the operation and maintenance of the catering services. NHM-MP shall have no obligation towards payment of any salary or any other miscellaneous expenses, to the staff deployed by the Selected Agency
- (x) The Selected Agency shall be responsible for compliance to any Labour Laws/ Guidelines/ Notifications in force and amendments thereof issued by the Labour Department from time to time

- (xi) The Selected Agency shall undertake pest control at least once in every 03 (three) months intervals and disinfecting activities of the kitchen area
- (xii) The Selected Agency shall keep a record of the bills and maintain daily logbook for the meals provided to the training attendees (officials, trainers, and trainees etc.)
- (xiii) The Selected Agency must ensure that the deployed personnel are well-mannered, of sound temperament and capable of conducting themselves in a dignified manner in the place of work. The Selected Agency must ensure that any interaction between the personnel deployed by the Agency and any other staff member or visitor at the STDC is polite and courteous
- (xiv) The Selected Agency shall not recruit or employ any Child Labour to provide any form of services, which is in contravention to Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, subsequent amendments, and rules and regulations issued under the Act
- (xv) If any the staff, employees or any other personnel deployed by the Selected Agency is/are found to have committed an illegal/ immoral act or caught in the process of committing an illegal/ immoral act, then the Selected Agency shall be bound to remove such personnel immediately from the premises and provide a suitable replacement at the earliest to avoid disruption of services. Depending on the nature of the offence, NHM-MP reserves the right to exercise appropriate legal action against the deployed personnel
- (xvi) If in the assessment and opinion of the designated authority at NHM-MP, any personnel deployed by the Selected Agency is found to have acted with mischief or suspected of destructive behavior, or of participating in immoral or illegal activities in the office premises during or after duty hours, then the Selected Agency shall be bound to remove such personnel and provide a suitable replacement at the earliest to avoid disruption of services
- (xvii) Any acts of violence, disturbance, mobbing, public nuisance on NHM-MP premises by the personnel deployed by the Selected Agency shall not be condoned by NHM-MP and shall require immediate removal of the deployed personnel(s) from the premises along with imposition of strict penalties upon the Agency
- (xviii) Any of the personnel deployed by Selected Agency as part of provision of services for this Project; shall not at any time seek job related opportunities or any of the benefits associated with the same from NHM-MP; all the salary related expenses, statutory/ contractual obligations etc. shall lie solely with the Selected Agency only and NHM-MP shall not have sort of liability/ obligations towards the same

4.1.3. Management and Maintenance of the Food & Beverage Services at STDC campus

- (i) The Selected Agency shall follow the hygiene and cleanliness standards in the kitchen while preparing and serving the food as mentioned in **Annexure-13** at all times throughout the Contract Period
- (ii) The Selected Agency shall utilize the allotted STDC kitchen space and equipment, if any responsibly with care at all times and take adequate precautions, against causing any damage to the civil work and other equipment provided by NHM-MP
- (iii) In event of breakdown of any equipment that has been procured by the Selected Agency, all the costs for repair shall be borne by the Selected Agency. In case of breakdown of Refrigerator and Microwave that has been provided by the NHM-MP, all the costs for repair

shall be borne by the NHM-MP

- (iv) The Selected Agency must ensure that the kitchen premises and dining area are appropriately cleaned, and hygiene is maintained at all times. The Agency shall undertake the following minimum cleanliness processes for the upkeep of the premises on a daily basis:
- Kitchen drains are kept unclogged;
 - Mopping/dusting of floors and washing of Washbasins;
 - Kitchen utensils/crockery are washed and wiped dry after use;
 - Cleaning of dining area before and after every meal;
 - Industry standard and government norms to be followed for waste disposal;
 - Cleaning of windows, doors, electrical equipment etc. at regular intervals
- (v) The Selected Agency shall ensure that the personnel deployed by the Selected Agency in the kitchen and for serving purposes, should follow the hygiene practices such as wearing caps, gloves, aprons etc. while working in kitchen and the personnel would also be required to follow the Covid-19 protocols (as per Central/ State govt. directives) while serving the meals
- (vi) The Selected Agency and the staff deployed in the STDC at all times be bound to adhere to all the applicable rules/ regulations/ laws in force
- (vii) At the time of exit, due to termination or expiry of the Contract Period, the Selected Agency shall handover to NHM-MP the space, infrastructure, equipment such as Refrigerator, Microwave, furniture, fixture and any other items received from NHM-MP in 'as is where is' status and take sign-off from the designated NHM-MP official
- (viii) At the time of exit, the Selected Agency shall only withdraw such assets, which bears the ownership of the Selected Agency and was procured by the Selected Agency for the purpose of providing services under this RFP for the Contract Period. No asset shall be taken away by the Selected Agency that is under the ownership of NHM-MP. In the event the Selected Agency takes possession/ carries away any asset belonging to NHM-MP, then NHM-MP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency

4.1.4.Responsibilities of NHM-MP

- (i) To provide the training schedules and details of the number of attendees (officials, trainers and trainees etc.) that would require food and beverage services to the Selected Agency. NHM-MP shall also record/ monitor the attendance for the number of attendees present on each day of the scheduled training programs/ workshops
- (ii) To provide necessary clearances and approvals to the Selected Agency for smooth functioning of the Services
- (iii) To verify the documents submitted by the Selected Agency and thereafter, ensure timely disbursement of payment to the Selected Agency
- (iv) To appoint NHM-MP officials for monitoring and quality check of the meals being served during the Contract Period
- (v) To conduct random inspections for ensuring adherence to the prescribed parameters, KPIs and other requirements provided in the RFP

4.2 Project Timelines and Duration

The Selected Agency would be required to provide the catering services at the STDC premise as per the training schedule intimated by NHM-MP. The training schedule shall be intimated to the Selected Agency at least 03 (three) days in advance from the scheduled date of training program

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) Invoices for payment for each month to be submitted by 10th day of the next month. Invoice in 03 (three) copies with requisite documents/proofs to be submitted to NHM-MP
- (c) The payment to the Selected Agency will be subject to TDS as per Income Tax Rules/ GST (if applicable) and other statutory deductions as per Applicable Laws
- (d) GST, (if applicable) shall be paid by NHM-MP separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the per day per person charges post application of discount offered in the Financial proposal
- (e) Charges (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 charges agreed upon in the Financial Proposal/ Contract.
- (f) All the payments will be made in Indian Rupees only in the bank account of the Selected Agency
- (g) Payments shall be subject to deductions of any amount for which the Selected Agency is liable as per the penalty clause set out in the RFP document/Contract
- (h) The per day per person charges post application of discount by the Selected Agency shall be fixed for the Contract Period i.e., 02 (two) years and no escalation shall be given
- (i) The Selected Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for providing adequate and efficient Services during the Contract Period

5.1.2 Invoicing (Opex)

- (a) The Bidder(s) shall quote percentage (%) discount, which would be offered on the base rates as mentioned in Clause 2.5.9 (d) of the RFP for the Services to be provided as part of this RFP document. The per person per day charges after the quoted discount in Financial Proposal shall encompass all the costs for raw materials, ingredients, grocery, staples, manpower, equipment/ machinery etc. and any other work carried out as mentioned in the Scope of Work section of this RFP
- (b) The Selected Agency shall receive payment on a monthly basis on the basis of actual number of attendees (officials, trainers and trainees etc.) served per day; who attended the training program/ workshop conducted by NHM-MP for that month. The payment shall be made based on 02 (two) categories of base rates (post application of percentage discount quoted by Selected Agency) as mentioned in clause 2.5.9 (d) of the RFP. For attendees who would stay in-house on STDC campus, category A base rates (post application of percentage discount quoted by selected agency) would be applicable and for other attendees, category B base rates (post application of percentage discount quoted by Selected Agency) would be applicable
- (c) Invoice in 03 (three) copies with requisite documents/proofs to be submitted to NHM-MP. Documents/ proofs to be submitted by the Selected Agency shall include:

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- Monthly logbook maintained and approved by the designated officials of NHM-MP. The Selected Agency shall submit daily logbook along with the invoice to NHM-MP for payment purposes. Any corrections/ overwriting in the logbook shall have to be approved and signed by the designated official only
 - The invoice should include break-up of the meals served per person per day across the 02 (two) categories as mentioned in Clause 2.5.9 (d) of the RFP
- (d) The process of monthly invoice submission and verification shall be conducted at the State level. The designated officer appointed by NHM-MP shall verify the invoice with the training schedule provided to Selected Agency by NHM-MP and attendance recorded by NHM-MP on the training/ workshop days
- (e) The Selected Agency must provide additional/ supplementary documents for verification of the invoices to NHM-MP, if required from time to time
- (f) 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 only be released post verification
- (g) The payment in favor of the Selected Agency shall be released within 30 (thirty) days from the date of submission of invoice by the Selected Agency but no interest/charges shall be paid on delayed payments

5.2 Disputed Invoice

- (i) 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 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.
- (ii) 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	Source of data/ Method of verification	Validation Frequency	Penalty (Liquidated Damages)
1	FSSAI/ Agmark (equivalent standard) grocery items should be used in preparation of food	100%	Information to be given by appointed officials by NHM -MP	Random inspection during the training program	INR 500/- (INR Five Hundred) per reported incident
2	Expired raw materials, ingredients, grocery items should not be used in preparation of food	100%	Information to be given by appointed officials by NHM -MP	Random inspection during the training program	INR 500/- (INR Five Hundred) per reported incident
3	Safe Disposal of food and vegetable waste outside STDC campus	Daily during training program	Information to be given by appointed officials by NHM -MP	Random inspection during the training program	INR 500/- (INR Five Hundred) per reported incident
4	Cleanliness of Kitchen Premise and Dining Area	Daily during training program	Information to be given by appointed officials by NHM -MP	Random inspection during the training program	INR 500/- (INR Five Hundred) per reported incident

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

SECTION 7. GENERAL TERMS OF RFP

7.1.1 Period of Contract

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

7.1.2 Performance Security

7.2.1 Performance security equivalent to 05% of the total Project cost (“**Performance Security**”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP

7.2.2 The Selected Bidder shall supply the Performance Security, as mentioned in the above Sub-Clause 7.2.1, on an annual basis instead of combined together for a period of 02 (two) years. The Selected Bidder shall renew the Performance Security, annually, and prior to expiry of the validity period of the earlier Performance Security. In case of any extension beyond 02 (two) years, the Selected Agency shall supply the same as per extended Contract Period

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

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

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

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

7.3 Confidentiality

7.3.1 This RFP document is meant for the specific use by such parties who are interested to participate in the Selection Process. This RFP document in its entirety is subject to Copyright Laws. National Health Mission, Madhya Pradesh expects the Bidders or any person acting

on behalf of the Bidders to strictly adhere to the instructions given in the RFP document and maintain confidentiality of information

- 7.3.2** The Bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by NHM-MP in the event that such a circumstance is brought to the notice of NHM-MP. By downloading/purchasing the RFP document, the interested party is subject to confidentiality clauses
- 7.3.3** Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising NHM-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 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 in connection to protection of data privacy and confidentiality as applicable on the Project

7.4 Interference with Tender Process

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

7.5 Fraud and corrupt practices

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

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

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

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHM-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 01 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of NHM-MP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of NHM-MP in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by NHM-MP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

7.6 Debarment from Bidding

7.6.1 If NHM-MP finds that a Bidder has breached the code of integrity prescribed in Clause 7.5 hereinabove, it may debar the Bidder for a period of 03 (three) years

7.6.2 Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of a Bidder has been forfeited by NHM-MP in respect of the Selection Process or procurement Contract, the Bidder shall be debarred from participating in any tender process undertaken by NHM-MP for a period of 03 (three) years

7.6.3 NHM-MP shall not debar a Bidder under this Clause unless such Bidder has been given a reasonable opportunity of being heard

7.7 Language

7.7.1 Bidder shall deliver all Bidding documents in English or Hindi language only.

7.7.2 If any other documents submitted as part of the Proposal are in a language other than English or Hindi, the Bidder shall submit an English translation for the same, which is duly attested and notarized as per Applicable Laws along with the copy of the original document. For all purposes of evaluation of the Proposal, the translation provided in English shall prevail

7.7.3 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder/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, shall be paid by NHM-MP separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the Per day per person charges post application of discount offered by the Selected Agency in Financial Proposal

7.8.2 TDS, if applicable for any tax, shall be deducted as per law in force at the time of execution of the Contract.

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

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

7.10 No Partnerships

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

7.11 Signing of Contract

The Selected Bidder shall execute the Contract within 01 (one) month from the date of Work Order with NHM-MP as per the Master Service Agreement. 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

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

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

7.13 Execution of Contract

During the Contract Period, the Selected Agency will work closely with NHM-MP and will perform the activities as per the SOW. In case of poor performance, 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

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

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 Agency to speed up the delivery. Any change in the constitution of the Selected Agency (as the case may be) etc. shall be notified forth with by the Selected Agency in writing to NHM-MP and such change shall not relieve Selected Agency, from any liability under the Contract

7.17 Reporting

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

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

7.20 Force Majeure

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 (“**Force Majeure**”)

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 07 (seven) working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible

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

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

Force Majeure; and,

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

7.21 Events of Default and Termination

7.21.1 Agency Events of Default

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

7.21.2 Termination for Default

- (a) NHM-MP may, without prejudice to any other remedy for breach of Contract, by written 30 (thirty) days' notice of default send to the Selected Agency, terminate the Contract in whole or part if the Selected Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NHM-MP pursuant to conditions of the terms and conditions set out in the Contract or if the Selected Agency fails to perform any other obligation(s) under the Contract
- (b) In event of termination resulting under the aforesaid Clause 7.21.2, 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

7.21.3 Termination for Insolvency

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

7.21.4 Termination for Convenience

Either Party, by giving 30 (thirty) days' written notice sent to the other party may terminate

the Contract, in whole or in part at any time. The notice of termination shall specify that termination is for convenience, the extent to which performance under the Contract is terminated and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by Selected Agency would be paid by NHM-MP

7.21.5 Termination for Force Majeure

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

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

7.23 Continuity of Operations

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

7.24 Indemnity

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

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

7.24.3 The Selected Agency shall at all times indemnify and keep indemnified NHM-MP against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Selected Agency's employees or agents or by

any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Selected Agency or its employees

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

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

7.25 Severability

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

7.26 Notices

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

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

7.27 Modification of Contract

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

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 High Court of Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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

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

7.31.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases NHM-MP, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future

7.31.4 All documents and other information provided by NHM-MP or submitted by a Bidder to NHM-MP shall remain or become the property of NHM-MP. Bidders or the 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 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 with 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 7.31 hereinabove, the Selected Agency is required to comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW 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 Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh”**

Dear Sir/Madam,

With reference to your RFP document **Ref. No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022**, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for *“Request for Proposal for Selection of an Agency for Providing Catering Services at STDC, Bhopal 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 Corrigendum (a) /Addendum(a) issued by NHM-MP;
 - (b) We do not have any Conflict of Interest in accordance with the terms of the RFP;

- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any 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 NHM-MP of the same immediately.
 15. We agree that if at any stage, any information/documents submitted by us are found to be false, we or our Associates shall be liable for debarment from tendering in NHM-MP, apart from any other appropriate/legal action, as the case may be.
 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 Proposal valid for 180 (one eighty) days from the Proposal Due Date specified in the RFP, or provide extension of Bid Validity Period, if so required by NHM-MP.
18. We agree that if we fail to provide extension of Bid Validity Period, it will be construed that Bid is withdrawn and we will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of the Bid documents submitted or refund of the EMD.
19. A Power of Attorney in favor of the Authorized Signatory to sign and submit this Proposal and documents is attached herewith.
20. The Financial Proposal has been/shall be submitted online as per the prescribed timeline set out in the RFP document. This Proposal read with the Technical and Financial Proposal shall constitute the Proposal which shall be binding on us.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours sincerely,

Authorized Signature (*Power of Attorney Holder*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

Name and seal of the Bidder

Address:

Telephone:

Email:

Bidder's Contact Details

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

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

ANNEXURE - 2: TURNOVER AND NETWORTH DETAILS OF BIDDER

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

Average Annual Turnover

S. No.	Financial years	Turnover (INR)	Positive Net worth (Yes/ No)
1.	2018-19		
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 03 (three) Financial Years i.e., 2018-19, 2019-20, 2020-21 as per the Audited Financial Statements.

Note:

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

Name, Membership number and Signature of the Chartered Accountant:

Name and seal of the firm:

[Location, Date:]

Authorized Signature (Power of Attorney Holder)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

Name and seal of the Bidder

Address:

Telephone:

Email:

ANNEXURE - 3: FORMAT FOR TECHNICAL PROPOSAL

(To be submitted on the 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 Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh”**

Dear Sir/Madam,

With reference to your RFP Ref. No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for “Request for Proposal for Selection of an Agency for Providing Catering Services at STDC, Bhopal 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 03 (three) years, we or our Associates have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - (a) We have examined and have no reservations to the RFP, including any corrigenda/addenda issued by NHM-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 during the Bid Validity Period and any extended period thereafter.
- 16. We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours sincerely,

Authorized Signature (*Power of Attorney Holder*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

Name and seal of the Bidder

Address:

Telephone:

Email:

ANNEXURE 3A: FORMAT FOR SUBMITTING WORK EXPERIENCE
SUMMARY

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

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

Documents/Proofs are required for all of the above

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

Authorized Signature (*Power of Attorney Holder*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

Name and seal of the Bidder

Address:

Telephone:

Email:

ANNEXURE - 4: SELF-DECLARATION

(To be submitted on the letterhead of the Bidder)

To,

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

In response to the RFP Ref. No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022 for “Request for Proposal for Selection of an Agency for Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh”, as an Owner/ Partner/ Director/ Proprietor/Auth. Sign. of _____ (name of Bidder’s firm) _____, I/ We hereby declare that presently our Company/ firm _____ (name of Bidder’s firm) _____, at the time of bidding,

- (a) Possesses the necessary professional, technical, financial, and managerial resources and competence required under the RFP document issued by NHM-MP;
- (b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP document;
- (c) Have an unblemished record and is/are not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- (d) Do not have any previous transgressions with any entity in India or any other country during the last 3 (three) years.
- (e) Is/are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- (f) Do not have, and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3 (three) years preceding the commencement of the Selection Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (g) Do not have a conflict of interest which materially affects the fair competition.
- (h) Will comply with the code of integrity as specified in the RFP document.

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

Thanking you,

Yours sincerely,

Authorized Signature (*Power of Attorney Holder*)

[*In full and initials with Seal*]:

[*Location, Date*]

Name and Title of Signatory:

Name and seal of the Bidder

Address:

Telephone:

Email:

ANNEXURE - 5: BLACKLISTING AND PENDING SUIT DECLARATION

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

AFFIDAVIT

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

1. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ blacklisted by either NHM-MP /Central Government / State Government / 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 Government / State Government / 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

Authorized Signature (*Power of Attorney Holder*)
[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

Name and seal of the Bidder
Address:
Telephone:
Email:

WITNESS:

1. Full Name
- Address
- Signature

2. Full Name
- Address
- Signature

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

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

Ref.:

Bank Guarantee:

Date:

Dear Sir/Madam,

In consideration of[*Name of Client*] (hereinafter referred as the 'NHM-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 'Agency', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Award for " *Providing Catering Services at STDC , Bhopal 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 NHM-MP for performance of the said Agreement.

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

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

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

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

The Bank also agrees that NHM-MP at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Selected Agency and notwithstanding any security or other guarantee that 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 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 “Request for Proposal for Selection of an Agency for Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh”, for 2 (two) years (“Project”) as defined under this RFP for the National Health Mission, Madhya Pradesh (“NHM-MP”), representing us in all matters before NHM-MP, in connection with or relating to or arising out of our Bid for the said Project.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

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

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

Accept

Notarized

(Signature)

(Name, Title and Address of the Attorney)

For _____(Signature)

(Name, Title and Address)

WITNESS:

1) Full Name
Address
Signature

2) Full Name

Address

Signature

Notes:

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

ANNEXURE - 8: FORMAT FOR AFFIDAVIT FOR SOLE PROPRIETORSHIP FIRM

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

I, _____ S/D/o, _____, age _____ years residing at _____ do hereby solemnly affirm and declare as under:

That I, (*insert name of Proprietor*), am the Proprietor of a Sole Proprietorship Firm, known as (*insert name of Proprietorship Firm*) registered in the year... (*insert dd/mm/yyyy of registration*), under the (*insert name and year of Act/ Amendment*) to do the business of sale/purchase /supply and work Contract;

That I am the Sole Proprietor of (*insert name of Proprietorship Firm*) and I am alone in this Proprietorship;

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

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

That there is no other partner in the Sole Proprietorship Firm by the name of (*insert name of Proprietorship Firm*);

That I alone hold the position of the authorized representative, to do in the name of the bidding Proprietorship Firm, all such acts, deeds and things necessary in connection with or incidental to and to represent the Proprietorship Firm in all matters in connection to the Proposal/Bid for “*Request for Proposal for Selection of an Agency for Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh,*” Ref. No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022

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.

Place: DEPONENT

Date:

VERIFICATION

Verified at _____, this the _____ day of _____ 2022, that the contents in the above affidavit are true and correct to the best of my knowledge and belief. No part of this Affidavit is wrong and nothing material has been concealed therefrom

Place: DEPONENT

Date:

ANNEXURE - 9: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY OF A PARTNERSHIP FIRM

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

Know all men by these presents, We, (*insert names and addresses of all the partners in the Partnership Firm*)

(1)residing at,

(2)residing at,

(3) residing at are partners along with (*insert name of partner receiving the power of attorney*) S/D/o residing at of a Partnership Firm.....(*insert name of the Partnership Firm*) (hereinafter known as the “**Firm**”) duly registered under the Indian Partnership Act, 1932 with its registered office at(*insert registered office address*) and are carrying on business of(*insert details of business*) on the terms and conditions contained in a Deed of Partnership (“**Partnership Deed**”) dated/../..... .

WHEREAS we, the aforementioned partners do hereby constitute, nominate, appoint and authorizewho is a partner with us in the Firm to act as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to act for us and in our name and on our behalf, and for and in the name of the Firm, to do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for the “*Request for Proposal for Selection of an Agency for Providing Catering Services at STDC , Bhopal for National Health Mission, Madhya Pradesh*” bearing **Ref. No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022** (“**Project**”) as defined under this RFP for the National Health Mission, Madhya Pradesh (the “**NHM-MP**”), representing us in all matters before NHM-MP, in connection with or relating to or arising out of our Bid for the said Project, which he/she has agreed to do

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

And we hereby for ourselves, our heirs, successors, executors and administrators ratify and confirm and agree to ratify and confirm and shall be liable jointly and severally for all obligations and all such lawful acts, deeds and things done and executed by the said Attorney shall do or purport to do by virtue of these presents.

IN WITNESS WHEREOF, WE THE PARTNERS OF THE FIRM HAVE HEREUNTO SET AND SUBSCRIBED OUR RESPECTIVE HANDS ON THIS DAY OF 2022

For

(Signature, name, designation and address)

Accept

Notarised

(Signature)
(Name, Title and Address of the Attorney)

For _____
(Signature)
(Name, Title and Address)

For _____
(Signature)
(Name, Title and Address)

For _____
(Signature)
(Name, Title and Address)

WITNESS:

- 1) Full Name
Address
Signature
- 2) Full Name
Address
Signature

Notes:

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

ANNEXURE - 10: ANTI COLLUSION CERTIFICATE

(To be submitted on the letterhead of the Bidder)

To,

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

I/We hereby certify and confirm that in the preparation and submission of our proposal for RFP Ref. No. Ref. No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022 for “*Request for Proposal for Selection of an Agency for Providing Catering Services at STDC , Bhopal for National Health Mission, Madhya Pradesh*”, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organisation in connection with instant Proposal.

Dated this ____ Day of _____,2022

Yours sincerely,

Authorized Signature (*Power of Attorney Holder*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

Name and seal of the Bidder

Address:

Telephone:

Email:

ANNEXURE - 11: LETTER OF EXCLUSIVITY

(To be submitted on the letterhead of the Bidder)

To,

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

I/We, _____, hereby declare that we are/will not associate with any other firm/entity submitting a separate application for RFP Ref. No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022 for “*Request for Proposal for Selection of an Agency for Providing Catering Services at STDC , Bhopal for National Health Mission, Madhya Pradesh*”, under consideration.

Dated this ____ Day of _____, 2022

Authorized Signature (*Power of Attorney Holder*)

[In full and initials with Seal]:

[Location, Date]

Name and Title of Signatory:

Name and seal of the Bidder

Address:

Telephone:

Email:

ANNEXURE - 12: DECLARATION FOR EXISTENCE OF THE FIRM

(To be submitted on the letterhead of the Bidder)

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

I / We (*Full name in capital letters*), Holder of Power of Attorney of _____ (*insert name of Bidder's firm*) as the Owner/ Partner/ Director/ Proprietor/Auth. Sign. certify and confirm that _____ (*insert name of the Bidder*) has been in operation for at least last 03 (three) Financial Years (i.e., 2019-20, 2020-21 & 2021-22) in the field of providing _____ (*areas of services to be mentioned*) .

Dated this ____ Day of _____ 2022

Yours sincerely,

Authorized Signature (*Power of Attorney Holder*)
[*In full and initials with Seal*]:

[*Location, Date*]

Name and Title of Signatory:
Name and seal of the Bidder
Address:
Telephone:
Email:

ANNEXURE - 13: KITCHEN INSPECTION CHECKLIST

Supervisor on duty:

Inspection done by:

Date of Inspection:

Location:

S. No.	STANDARD	YES	NO	COMMENT
1.	Hair nets and gloves are worn by Agency's staff			
2.	Fingernails of staff are short and clean			
3.	Gloves worn by food handlers during preparation of raw and cooked food			
4.	Open sores, cuts, or bandages on hands are completely covered while handling food			
5.	FSSAI/Agmark (equivalent standard) ingredients are used for preparation of food			
6.	No smoking in kitchen			
7.	Utensils are clean and dry			
8.	Utensils are stored in a safe manner			
9.	Kitchen Refrigerator and Microwave are in appropriate place and clean			
10.	Work surfaces are clean			
11.	Drawers and racks are clean			
12.	Hand washing area is clean			
13.	Dining area is clean			
14.	Kitchen Drains are clean			
15.	Collection and storage of food and vegetable waste is proper with safe disposal of all such waste outside the campus (cleaning reports to be checked)			
16.	Garbage containers are washed			
17.	Garbage storage area is protected from insect or rodent infestation			
18.	Chemicals for cleaning purposes are stored separately and away from food (raw & cooked)			
19.	Pest control has been done at least once in every 03 (three) months (Records to be checked)			

COMMENT SHEET		
No.	CORRECTIVE ACTION	Remarks if Any
1		
2		
3		
4		

Signature of the Officials

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY PROPOSAL DUE DATE

S. No.	List of Documents	Y/ N (Yes/ No)	Filename/ Page no.
1.	Annexure 1: Cover Letter		
2.	Annexure 2: : Turnover & Net worth details of Bidder Certificate issued by a statutory auditor		
(i)	Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years		
3.	Registration documents of the Bidder as a company/firm or any legal entity along with:		
(i)	Details of Board of Director/ Managing Director/ CEO/ Partners/Proprietor		
(ii)	PAN Card of the registered legal entity		
(iii)	GST certificate of the registered legal entity		
(iv)	Any other supporting document, as may be required		
4.	Undertaking on the letterhead of the Bidder (as per Annexure-12) stating that the Bidder has been in existence and engaged in the business of providing food and beverage services for at least last 03 (three) Consecutive Financial Years (i.e., 2019-20, 2020-21, 2021-22) and also must be in existence at the time of Proposal submission i.e., on Proposal Due Date		
5.	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		
6.	Annexure 3: Format For Technical Proposal		
7.	Annexure 3A: Format for submitting Work Experience Summary		
(i)	Experience of at least 01 (one) food and beverage service projects/ contracts from Public or Private sector across any of the last 03 (three) Financial Years (i.e., 2019-20, 2020-21 and 2021-22) Contract/ Agreement/ Work Orders/ Letter of Invitation from client that clearly states the details of the scope of work and all other essential details of the contract		
8.	Annexure 4: Self-Declaration		
9.	Annexure 5: Blacklisting And Pending Suit (Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5)		
10.	Annexure 7: Format For Power Of Attorney For Authorized Signatory		
11.	Annexure 8: Format For Affidavit for Sole Proprietorship Firm		
12.	Annexure 9: Format For Power of Attorney For Authorized Signatory of a Partnership Firm		
13.	Annexure 10: Format For Anti-Collusion Certificate		
14.	Annexure 11: Format For Letter Of Exclusivity		
15.	Annexure 12: Declaration for Existence of the Firm		
16.	Any other supporting documents		

ANNEXURE - 14: MASTER SERVICE AGREEMENT

For

“Providing Catering Services at STDC, Bhopal 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 [●], 2022. The effective date of Agreement is [●], 2022.

BY AND BETWEEN

National Health Mission-Madhya Pradesh, registered as State Health Society under the Madhya Pradesh Society 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. [●] (*insert name of Selected Bidder & Bidder’s entity registration as Company/Partnership/LLP/ Sole Proprietorship*) incorporated under the provisions of the [●] (*insert name and year of Act under which incorporated*) having its registered office at [●] [*insert address of registered Head Office Branch office*], (hereinafter referred to as “**Agency**”), which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors, executors and permitted assigns of the **SECOND PART**;

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

- A. WHEREAS** NHM-MP required the services of an agency for “ *Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh*” for 2 (two) years (“**Project**”) and in this regard issued RFP with **Reference No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022**, subsequent Corrigendum (a) 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.** The Agency had submitted a Proposal in response to the RFP for “*Selection of an Agency for Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh*”, Reference No. S. No. N.H.M./Store/2022/5339 dated 04th August 2022 on the MP Tender Website.
- D.** After evaluation of the proposals received, NHM-MP had accepted the proposal submitted by the Agency and proceeded to issue a work order dated ../../..... (“**Work Order**”) in name of the 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

National Health Mission, Madhya Pradesh, India

AGREED AND DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

“**Agency**” 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 Selection of an Agency to provide Catering Services at STDC, Bhopal 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 project duration.

“**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.

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

“**Nodal, NHM-MP**” shall mean an NHM-MP officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. For the purpose of this Agreement, the Mission Director, NHM-MP shall be the Nodal NHM-MP.

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

“**RFP**” means the request for proposal S. No. N.H.M./Store/2022/5339 dated 04th August 2022 pursuant to which proposals were invited by NHM-MP for selection of an agency for “**Providing Catering Services at STDC, Bhopal for National Health Mission, Madhya Pradesh**”;

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

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

2. INTERPRETATION

- (a) the words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the RFP shall, unless repugnant to the context, have the meaning ascribed thereto in the RFP
- (b) a reference to any agreement is a reference to that Agreement and all exhibits, schedules, annexures and the like incorporated therein, as the same is amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;

- (c) a reference to statutes shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;
 - (d) any reference to a person or entity shall include such person's and such entity's successors and permitted assigns, and shall include all-natural persons, corporations, companies, and partnerships and other legal entities;
3. The following documents attached hereto shall be deemed to form an integral part of this Agreement:
- Schedule 1: Scope of Work (Section 4 in the RFP reference no. S. No. N.H.M./Store/2022/5339 dated 04th August 2022)
 - Schedule 2: Financial Proposal
 - Schedule 3: Key Performance Indicators (“KPIs”) (Section 6 in the RFP reference no. S. No. N.H.M./Store/2022/5339 dated 04th August 2022)
4. The mutual rights and obligations of NHM-MP and the Agency shall be as set forth in the Agreement; in particular:
- (a) The Agency shall carry out the Services in accordance with the provisions of the Agreement, Work Order, RFP document and subsequent Corrigenda, if any.
 - (b) NHM-MP will make payments to the Agency in accordance with the provisions of the Agreement, Work Order and RFP document and subsequent Corrigenda, if any.
- 5. AGREEMENT COMMENCEMENT AND EXECUTION**
- 5.1 Commencement, Completion and Termination of Agreement**
- (a) Effectiveness of Agreement: This Agreement shall be effective from the date of signing of this Agreement by both the Parties i.e., NHM-MP and the Agency
 - (b) Commencement of Services: The Agency shall commence services from the date as notified by NHM-MP
 - (c) Expiration of Agreement: Unless terminated earlier pursuant to relevant clauses in this Agreement hereof, this Agreement shall expire upon completion of the Contract Period as defined under Clause 8 of this Agreement
- 6. Obligations of NHM-MP**
- (a) Assistance and Exemptions: NHM-MP will use its best efforts to assist the Agency with procurement of work permits and such other documents as necessary to enable the Agency to perform the services.
 - (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.
- 7. Obligations of the Agency**
- (a) The Agency shall be required to fulfill all the obligations and responsibilities set forth under Section 4 ‘Scope of Work’ and other related sections of RFP document. In addition to the provisions set forth in the RFP, the Agency shall comply with all the Applicable Laws including but not limited to all acts, amendments, rules, codes, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ NHM-MP in connection to the performance of its obligations under this RFP/ Contract.

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

8. Period of Contract

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

9. Performance Security

- (a) The Performance security equivalent to 05% (five percent) of the total Project Cost (“**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
- (b) The Agency shall supply the Performance Security as mentioned in the above Clause 9 (a) on an annual basis instead of supplying the Performance Security together for 02 (two) years. The Selected Bidder shall renew the Performance Security, annually, and prior to expiry of the validity period of the earlier Performance Security. In case of any extension beyond 02 (two) years, the Selected Agency shall supply the same as per extended Contract Period
- (c) The Performance Security will be retained by NHM-MP until the completion of the Project by the Agency and be released 60 (sixty) days after the completion of the Project. The Agency shall be required to submit a request in writing to NHM-MP (post completion of 60 (sixty) days) for the return of Performance Security. On receipt of such letter NHM-MP shall process the request within 30 (thirty) days and return the Performance Security upon being satisfied that there has been due performance of the obligations of the Agency under the Contract. However, no interest shall be payable on the Performance Security.
- (d) The Performance Security may be invoked on violation of any of the conditions given below:
 - (i) The Agency is not able to deliver services as per KPIs as set out in the Contract.
 - (ii) The Agency or its employee(s) is involved in any unlawful activity during its engagement with NHM-MP.
- (e) The Agency shall keep the Performance Security replenished at all times. Such replenishment may be required if NHM-MP has withdrawn/ deducted from the Performance Security owing to a default and the replenishment shall have to be done by the Agency within 30 (thirty) working days of the withdrawal by NHM-MP from the Performance Security. Failure to do so on part of the Agency shall result in an event of default by the Agency.

10. Interference with Tender Process

If the Agency fails to enter into Contract after being declared the Selected Bidder/ fails to provide Performance Security or any other document or security required in terms of the RFP document after being declared the Selected Bidder, without valid grounds, shall, in addition to the recourse available in the RFP document or the Contract, EMD submitted shall be forfeited.

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

Failure of the Agency to agree with the terms and conditions of the 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 the RFP document.

12. Signing of Contract

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

13. Contract Documents

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

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

14. Execution of Contract

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

15. Costs of Signing

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

16. Sub-Contracting

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

17. Reporting

All correspondences by the Agency shall be addressed to the Mission Director of NHM-MP. However, on a regular basis, the 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 authorized officer(s) or representative and/ or any third party for monitoring of the Project and delivery of the services under this Contract.
- (b) If delay in delivery of service is observed, a performance notice shall be given to the Agency to speed up the delivery. Any change in the constitution of the Agency (as the case may be) etc. shall be notified forth with by the Agency in writing to NHM-MP and such change shall not relieve 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 NHM-MP under Clause 19.1 herein and the rights and remedies which NHM-MP may have under the Work Order or the Contract or otherwise, if the Selected Bidder or Agency, as the case may be, is found by NHM-MP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Work Order or the execution of the Contract, such Selected Bidder or Agency shall not be eligible to participate in any tender issued by NHM-MP during a period of 03 (three) years from the date such Selected Bidder/Agency, as the case may be, is found by NHM-MP to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- (b) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHM-MP who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of NHM-MP, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of NHM-MP in relation to any matter concerning the Project;
 - (ii) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (iii) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(iv) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by NHM-MP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(v) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

20. Debarment from Bidding

- (a) If NHM-MP finds that Agency has breached the code of integrity prescribed in Clause 19.1 above, it may debar the Agency for a period of 03 (three) years
- (b) Where the entire EMD or the entire Performance Security or any substitute thereof, as the case may be, of Agency has been forfeited by NHM-MP in respect of the Selection Process or procurement Contract, the Agency shall be debarred from participating in any Tender Process undertaken by NHM-MP for a period of 03 (three) years
- (c) NHM-MP shall not debar 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 Agency and NHM-MP, shall be written in English or Hindi language only
- (b) All notices required to be given under this Contract and all communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English and/or Hindi language, as applicable

22. Confidentiality

- (a) National Health Mission, Madhya Pradesh expects the Agency or any person acting on behalf of the Agency to strictly adhere to the instructions given in the RFP document and maintain confidentiality of information. This Agreement in its entirety is subject to Copyright Laws.
- (b) The Agency shall be held responsible for any misuse of information contained in the RFP document, Agreement and any other document in writing shared with the Agency in relation to the Selection Process/Contract and shall be liable to be prosecuted by NHM-MP in the event that such a circumstance is brought to the notice of NHM-MP.
- (c) Information relating to the examination, clarification, evaluation and recommendation for the Agency shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising 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 NHM- MP or as may be required by law or in connection with any legal process.
- (d) The Agency shall comply with all the Applicable Laws in India including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government

/State Government/ MoHFW/ NHM-MP in connection to protection of data privacy and confidentiality as applicable on the Project

23. Copyright

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

24. No Partnerships

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

25. 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. (“**Force Majeure**”)
- (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 07 (seven) working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (d) The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event,
 - (i) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract; and,
 - (ii) has informed the other party within 07 (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 Agency has failed to replenish the Performance Security within 30 (thirty) working days of the encashment by NHM-MP of the earlier Performance Security;
- (b) The Agency has abandoned the Project for a period of more than 30 (thirty) days;
- (c) Any representation made or warranty given by the Agency under this Contract is found to be false or misleading;
- (d) The Agency has unlawfully repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract;

- (e) The 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 Agency, terminate the Contract in whole or part if the Agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by NHM-MP pursuant to conditions of the terms and conditions set out in the Contract or if the Agency fails to perform any other obligation(s) under the Contract
- (b) In event of termination resulting under the aforesaid Clause 26.2 hereinabove, NHM-MP shall be liable to make no payments in favor of the Agency; however, NHM-MP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Agency
- (c) In the event that NHM-MP terminates the Contract in whole or in part, pursuant to the terms and conditions set out in the Contract, it may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the Agency shall be liable to pay NHM-MP for all costs and expenses relating to procurement of such similar services. However, Agency shall continue the performance of the Contract to the extent not terminated

26.3 Termination for Insolvency

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

26.4 Termination for Convenience

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

26.5 Termination for Force Majeure

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

27. Premature Termination of Contract

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

28. Continuity of Operations

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

29. Indemnity

- (a) The Agency shall at all times indemnify and keep indemnified NHM-MP against all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defense or investigation) related to or arising out of, whether directly or indirectly, (i) a breach by the resources appointed by or through the Agency of any obligations specified in relevant clauses hereof; (ii) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them.
- (b) The Agency shall at all times indemnify and keep indemnified NHM-MP against all claims/damages etc. for any infringement of any Intellectual Property Rights ("IPR") while providing its services under the Project
- (c) The Agency shall at all times indemnify and keep indemnified NHM-MP against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the Agency's employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency or its employees.
- (d) The Agency shall at all times indemnify and keep indemnified NHM-MP against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- (e) All claims regarding indemnity shall survive the termination or expiry of the Contract.

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) Invoices for payment for each month to be submitted by 10th day of the next month. Invoice in 03 (three) copies with requisite documents/proofs to be submitted to NHM-MP
- (c) The payment to the Selected Agency will be subject to TDS as per Income Tax Rules/ GST (if applicable) and other statutory deductions as per Applicable Laws
- (d) GST, (if applicable) shall be paid by NHM-MP separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the Per day per person charges post application of discount offered in the Financial proposal
- (e) Charges (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 charges agreed upon in the Financial Proposal/ Contract
- (f) All the payments will be made in Indian Rupees only in the bank account of the Selected Agency
- (g) Payments shall be subject to deductions of any amount for which the Selected Agency is liable as per the penalty clause set out in the RFP document/Contract.
- (h) The rate quoted by the Selected Agency shall be fixed for the Contract Period i.e., 02 (two) years and no escalation shall be given on the rates quoted in the Financial Proposal
- (i) The Selected Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for providing adequate and efficient Services during the Contract Period

30.2 Invoicing (Opex)

- (a) The Bidder(s) shall quote percentage (%) discount, which would be offered on the base rates as mentioned in Clause 2.5.9 (d) of the RFP for the Services to be provided as part of this RFP document. The per person per day charges after the quoted discount in Financial Proposal shall encompass all the costs for raw materials, ingredients, grocery, staples, manpower, equipment/ machinery etc. and any other work carried out as mentioned in the Scope of Work section of this RFP
- (b) The Selected Agency shall receive payment on a monthly basis on the basis of actual number of attendees (officials, trainers and trainees etc.) served per day; who attended the training program/ workshop conducted by NHM-MP for that month. The payment shall be made based on 02 (two) categories of base rates (post application of percentage discount quoted by Selected Agency) as mentioned in clause 2.5.9 (d) of the RFP. For attendees who would stay in-house on STDC campus, category A base rates (post application of percentage discount quoted by selected agency) would be applicable and for other attendees, category B base rates (post application of percentage discount quoted by Selected Agency) would be applicable
- (c) Invoice in 03 (three) copies with requisite documents/proofs to be submitted to NHM-MP. Documents/ proofs to be submitted by the Selected Agency shall include:

- Monthly logbook maintained and approved by the designated officials of NHM-MP. The Selected Agency shall submit daily logbook along with the invoice to NHM-MP for payment purposes. Any corrections/ overwriting in the logbook shall have to be approved and signed by the designated official only
 - The invoice should include break-up of the meals served per person per day across the 02 (two) categories as mentioned in Clause 2.5.9 (d) of the RFP
- (d) The process of monthly invoice submission and verification shall be conducted at the State level. The designated officer appointed by NHM-MP shall verify the invoice with the training schedule provided to Selected Agency by NHM-MP and attendance recorded by NHM-MP on the training/ workshop days
- (e) The Selected Agency must provide additional/ supplementary documents for verification of the invoices to NHM-MP, if required from time to time
- (f) 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 only be released post verification
- (g) The payment in favor of the Selected Agency shall be released within 30 (thirty) days from the date of submission of invoice by the Selected Agency but no interest/charges shall be paid on delayed payments

31. 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 Agency shall produce requisite supporting documents, communications, acknowledgement of 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 at first be settled by reaching a mutual understanding and amicable settlement between the parties.

32. Recoveries from the Agency

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

33. Severability

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

34. Exclusion of implied warranties etc.

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

35. Representation and Warranties

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

- (a) is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under the Contract and to carry out the transactions contemplated hereby;
- (b) has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of the Contract and to validly exercise its rights and perform its obligations under the Contract;
- (c) has the financial standing and capacity to undertake the Project in accordance with the terms of the Contract;
- (d) this Contract constitutes its legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Contract or matters arising thereunder including any obligation, liability, or responsibility hereunder;
- (f) the information furnished in the Proposal and as clarified on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (g) the execution, delivery and performance of this Contract shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial, Government Instrumentality or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such

proceedings that would adversely affect the performance of its obligations under this Contract;

- (j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Contract;
- (k) no representation or warranty by it contained herein or in any other document furnished by it to NHM-MP or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (l) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of NHM-MP in connection therewith; and
- (m) all information provided by the Selected Bidder/ Selected Agency in response to the RFP or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects

36. Disclosure

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

37. Notices

- (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:

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

38. Modification of Agreement

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

39. Settlement of Dispute

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

40. Arbitration

- (a) Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this 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 Agency shall continue to fulfill its obligations under this Contract except for such obligations and other matters, which are the subject of arbitration.
- (d) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the Parties concerned and any person affected by it. The award may include an award of costs, including reasonable attorneys' fees and disbursements. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause.
- (e) The parties specifically agree that any arbitration shall be pursuant to Clause 40 above and the Clause is governed by Indian Law.
- (f) Subject to the arbitration proceedings as stated above, the adjudication of all Disputes shall be subject to the laws of India and the exclusive jurisdiction of the courts at Bhopal.

41. Savings Clause

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

42. Miscellaneous

- (a) This Contract shall be governed by, and construed in accordance with, the laws of India and the High Court of Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Contract
- (b) NHM-MP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (i) consult with the Agency in order to receive clarification or further information;
 - (ii) retain any information and/or evidence submitted to NHM-MP by, on behalf of and/or in relation to the Agency; and/or
 - (iii) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of the Agency
- (c) All documents and other information provided by NHM-MP or submitted by the Agency to NHM-MP shall remain or become the property of NHM-MP. The Agency is to treat all information as strictly confidential. NHM-MP will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to NHM-MP in relation to the Project shall be the property of NHM-MP
- (d) NHM-MP reserves the right to make inquiries with any of the clients listed by the Agency in their previous experience record.
- (e) The Agency shall bear all the expenses regarding delivery of services
- (f) The Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the Contract Period
- (g) The Agency shall execute the whole work in strict accordance with the 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 Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by NHM-MP

- (i) Any publicity by the Selected Bidder/Agency in which the name of NHM-MP is to be used should be done only with the explicit written permission of NHM-MP
- (j) In addition to the provisions enumerated in Clause 42 hereinabove, the Agency is required to comply with all the Applicable Laws including but not limited to all acts, amendments, rules, guidelines, notifications as issued by Central Government/ State Government/ MoHFW/ NHM-MP from time to time in connection to the performance of its obligations under this RFP/ Contract

{SCHEDULE 1: Scope of Work}

{SCHEDULE 2: Financial Proposal}

{SCHEDULE 3: Key Performance Indicators (KPIs)}

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

<p><u>Signed, Sealed and Delivered:</u> (On behalf of National Health Mission, Madhya Pradesh)</p> <p>Mission Director/ The Nodal, National Health Mission Link road no. 03, In front of Patrakar Colony, Bhopal 462003, Madhya Pradesh Email: storenhm22@gmail.com Tel. No.: 0755-4092595</p>	<p><u>Signed, Sealed and Delivered:</u> (On behalf of Agency)</p> <p>The Common Seal of the Agency has been affixed pursuant to the resolution passed by the Board of Directors of the Agency at its meeting held on the ___day of __2022 hereunto affixed in the presence of _____, Director who has signed these presents in token thereof and _____,</p> <p>Authorized Signatory who has countersigned the same in token thereof;</p>
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