



CORRIGENDUM No. 01

“Request for Proposal for Selection of an Agency for Generation of Sickle Cell Status and Counselling Cards for National Health Mission, Madhya Pradesh” (Corrigendum No - 01 - to RFP Ref. No.: S. No. N.H.M./Store/2022/8000 & Tender ID: 2022_DHS_233245_1)

1. This is regarding the NIT issued on 18/11/2022 for Selection of an **Agency for Generation of Sickle Cell Status and Counselling Cards for National Health Mission, Madhya Pradesh**, in leading newspaper and uploaded on MP Tender Website <https://mptenders.gov.in>.
2. In lieu of the released RFP, the Technical Committee after due consideration recommends following amendments in the Tender document for now:

S. No.	Tender Reference	Reference	Amendments
1.	NIT	Dates (as published in the RFP) <ul style="list-style-type: none">- Bid Submission End Date: 08th December 2022, Thursday, 04:00 PM- Document Download/ Sale End Date: 08th December 2022, Thursday, 04:00 PM- Bid Opening Date: 09th December 2022, Friday, 05:00 PM	Amendment <p>“After the publication of the Corrigendum No. 01, the revised timelines/ dates for key events are as follows:</p> <ul style="list-style-type: none">- Bid Submission End Date: 16th December 2022, Friday, 04:00 PM- Document Download/ Sale End Date: 16th December 2022, Friday, 04:00 PM- Bid Opening Date: 17th December 2022, Saturday, 05:00 PM

3. All changes/ modifications in Tender document as above are binding to all Bidder(s)
4. Other terms and conditions of the Tender document shall remain the same

Mission Director
National Health Mission, Madhya Pradesh



CORRIGENDUM No. 02

Request for Proposal for Selection of an Agency for Generation of Sickle Cell Status and Counselling Card for National Health Mission, Madhya Pradesh

(Corrigendum No – 02 - to RFP Ref. No.: S. No. N.H.M./Store/2022/8000 & Tender ID: 2022_DHS_233245_1)

1. This is regarding the NIT issued on 18/11/2022 for Selection of an Agency for Generation of Sickle Cell Status and Counselling Card for National Health Mission, Madhya Pradesh, in leading newspaper and uploaded on MP Tender Website <https://mptenders.gov.in>.
2. In lieu of the released RFP, the Technical Committee after due consideration recommends following amendments in the Tender document for now:

S. No.	Tender Reference	Reference	Amendments
1.	SECTION 2, Clause 2.1.6, (a), Page no. 13	<p>Consortium/ Joint Venture: The Bidder may be a single entity or a group of a maximum of 02 (two) entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another bidding Consortium for the Project. In the event of such an occurrence (i.e., if the Bidder is part of Consortium of more than 01 (one) Bid), all such Bids, shall be summarily rejected. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.</p> <p>(a) The maximum number of members that shall be allowed to form a Consortium for the purpose of this RFP must not exceed 02 (two). In the event of such an occurrence (i.e., if the Consortium members are more than 02 (two), the Proposal, shall be summarily rejected;</p>	<p>Amendment</p> <p><i>“Consortium/ Joint Venture: The Bidder may be a single entity or a group of a maximum of 03 (three) entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another bidding Consortium for the Project. In the event of such an occurrence (i.e., if the Bidder is part of Consortium of more than 01 (one) Bid), all such Bids, shall be summarily rejected. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.</i></p> <p>(a) <i>The maximum number of members that shall be allowed to form a Consortium for the purpose of this RFP must not exceed 03 (three). In the event of such an occurrence (i.e., if the Consortium members are more than 03 (three), the Proposal, shall be summarily rejected;”</i></p>

S. No.	Tender Reference	Reference	Amendments
2.	SECTION 2, Clause 2.1.6, (c), Page no. 14	All members should fulfil eligibility criterion pertaining to their area of competence and one of them would be considered as Lead Bidder as decided by them through a Joint Bidding Agreement, to whom the Project would be given for execution and the Lead Bidder would be responsible for execution of the complete Project and comply with all terms and conditions of RFP. The Members of the Consortium shall nominate one Member as the lead member (the “Lead member”), which must be an entity registered/ incorporated in India (as on the date of submission of Proposal) and shall have the highest share in the Consortium. The Lead Member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the Consortium for the entire duration of the Project. The nomination(s) shall be supported by a power of attorney, substantially in the form specified at Annexure- 13 , executed on non-judicial stamp paper of appropriate value and duly notarized by a notary public, signed by all the other Members of the Consortium;	<p>Amendment</p> <p><i>“All members should fulfil eligibility criterion pertaining to their area of competence and one of them would be considered as Lead Bidder as decided by them through a Joint Bidding Agreement, to whom the Project would be given for execution and the Lead Bidder would be responsible for execution of the complete Project and comply with all terms and conditions of RFP. The Members of the Consortium shall nominate one Member as the lead member (the “Lead member”), which must be an entity registered/ incorporated in India (as on the date of submission of Proposal) with at least 26% (twenty-six per cent) equity share holding of the paid up and subscribed equity of the Consortium. The Lead member shall hold the highest share in the Consortium for the entire duration of the Project. The nomination(s) shall be supported by a power of attorney, substantially in the form specified at Annexure I (attached with the Corrigendum no. 02), executed on non-judicial stamp paper of appropriate value and duly notarized by a notary public, signed by all the other Members of the Consortium;”</i></p>
3.	SECTION 2, Clause 2.1.6, (e), Page no. 14	the Members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form specified at Annexure- 14 (the “Joint Bidding Agreement”), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:	<p>Amendment</p> <p><i>“(e) the Members of the Consortium shall enter into a binding joint bidding agreement, substantially in the form specified at Annexure II (attached with the Corrigendum no. 02), (the “Joint Bidding Agreement”), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:”</i></p>
4.	SECTION 2, Clause 2.1.6, (e) (iv), Page no. 14	undertake that the Lead member of the Consortium shall hold equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the Consortium for the entire duration of the Project; and	<p>Amendment</p> <p><i>“undertake that the Lead member of the Consortium shall hold the highest share in the Consortium for the entire duration of the Project; and”</i></p>
5.	SECTION 2, Clause 2.7.6, Page no. 24	In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead member in the format provided in Annexure-13 of the RFP document	<p>Amendment</p> <p><i>“In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead member in the format provided in Annexure I (attached with the Corrigendum no. 02)”</i></p>
6.	SECTION 3, Clause 3.1 (1), Page no. 27	Basic Requirement: Legal Entity	<p>Amendment</p> <p>“Basic Requirement:</p>

S. No.	Tender Reference	Reference	Amendments
		<p>Specific Requirements: 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; ▪ a Partnership Firm (“Firm”) registered under the Indian Partnership Act, 1932 ▪ an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013; ▪ a Not-for-Profit Organization (“NPO/ NGO”) or a Society registered under the Societies Act, 1860; or under any State Societies Registration Act; ▪ a Sole Proprietorship firm, registered under the Applicable Laws of India; ▪ a Trust, registered under the Applicable Laws of India <p>A Consortium comprising of a maximum of 02 (two) entities as mentioned above is allowed to participate in the Selection Process. In case more than 02 (two) entities participate in the Selection Process as a Consortium, then all such bid, shall be summarily rejected</p>	<p><i>Legal Entity</i></p> <p>Specific Requirements: <i>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: -</i></p> <ul style="list-style-type: none"> ▪ <i>a Limited Liability Partnership (“LLP”) registered under the LLP Act, 2008;</i> ▪ <i>a Partnership Firm (“Firm”) registered under the Indian Partnership Act, 1932</i> ▪ <i>an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013;</i> ▪ <i>a Not-for-Profit Organization (“NPO/ NGO”) or a Society registered under the Societies Act, 1860; or under any State Societies Registration Act;</i> ▪ <i>a Sole Proprietorship firm, registered under the Applicable Laws of India;</i> ▪ <i>a Trust, registered under the Applicable Laws of India</i> <p><i>A Consortium comprising of a maximum of 03 (three) entities as mentioned above is allowed to participate in the Selection Process. In case more than 03 (three) entities participate in the Selection Process as a Consortium, then all such bid, shall be summarily rejected”</i></p>
7.	SECTION 8, Annexure 13, Page no. 79	Format For Power Of Attorney For Lead Member	<p>Amendment</p> <p><i>“Please refer to the revised Format For Power Of Attorney For Lead Member attached as Annexure I with the Corrigendum no. 02”</i></p>
8.	SECTION 8, Annexure 14, Page no. 81	Joint Bidding Agreement	<p>Amendment</p> <p><i>“Please refer to the revised Joint Bidding Agreement attached as Annexure II with the Corrigendum no. 02”</i></p>
9.	SECTION 4, Clause 4.1.2, (d) (x), Page no. 34	Punching: Mendelian Algorithmic 03 ‘O’ Punch Holes, 04 ‘D’ Punch Holes (precision tolerance 1 mm) according to blood report/diagnosis	<p>Amendment</p> <p><i>“Punching: 03 ‘O’ Punch Holes, 04 ‘D’ Punch Holes (precision tolerance 1 mm) according to blood report/diagnosis”</i></p>

S. No.	Tender Reference	Reference	Amendments
10.	SECTION 4, Clause 4.1.2, (f),(iii) Page no. 34	Software for indicating 'D' and 'O' shaped punch x-y axis location for Mendalian algorithmic punching	Amendment <i>"The Selected Agency shall be required to procure/ customize the software/ algorithm for accurately punching the 'D' and 'O' shaped holes on the card, as per the specification mentioned in the RFP"</i>
11.	SECTION 4, Clause 4.1.2, (f), Page no. 34	(i) User manual with clear instructions for usage & issuance guidelines of card to different Hemoglobin Variants (ii) Training material for ASHA and other healthcare workers	Amendment <i>"These clauses stand deleted from the RFP henceforth"</i>
12.	Section 8, Annexure 15, Page No. 86	Revised	Amendment <i>"The Cards should be printed on the mandated size, paper and be of the size and quality as provided in Annexure-III of Corrigendum No. 02"</i>

3. All changes/ modifications in Tender document as above are binding to all Bidder(s)
4. Other terms and conditions of the Tender document shall remain the same

Mission Director
National Health Mission, Madhya Pradesh

ANNEXURE-I: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER

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

POWER OF ATTORNEY

Whereas the National Health Mission, Madhya Pradesh, (“**NHM-MP**”), Government of Madhya Pradesh, has invited applications from Bidders for ‘*Selection of an Agency for Generation of Sickle Cell Status and Counselling Cards for NHM-MP*’ (“**Project**”).

Whereas.....(*Insert name of Lead Member*) and.....(*Insert name of Member -1*) and(*Insert name of Member -2*) (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (“**RFP**”) document and other connected documents in respect of the Project; and,

Whereas it is necessary under the RFP document for the Members of the Consortium to designate one of them as the Lead member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,(*Insert name of Lead Member*)..... having our registered office at(*Insert address*)....., and M/s.(*Insert name of Member -1*)....., and M/s.(*Insert name of Member -2*), having our registered office at (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s(*Insert name of Lead Member*)....., having its registered office at (*Insert address*)....., being one of the Members of the Consortium, as the Lead member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposal and other documents and writings, accept the Work Order, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with NHM-MP, and/ or any other Government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the Project and/ or upon award thereof till the Agreement is entered into with NHM-MP.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by 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/Consortium and shall be binding till the Agreement period on all Members individually and collectively.

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

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

Dated this the ___ day of ___ 2022

(Executants)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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-II: JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2022

AMONGST

1. Limited, [*insert name of Bidder & Bidder's entity registered as Proprietorship/Company/LLP/Partnership/NGO/Trust*] incorporated under the provisions of the [●] [*insert name and year of Act under which incorporated*] and having its registered office at [*insert address of registered Head Office & Branch office*] (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors, executors and permitted assigns)

AND

2. Limited, [*insert name of Bidder & Bidder's entity registered as Proprietorship/Company/LLP/Partnership/NGO/Trust*] incorporated under the provisions of the [●] [*insert name and year of Act under which incorporated*] and having its registered office at [*insert address of registered Head Office & Branch office*] (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors, executors and permitted assigns)

AND

3. Limited, [*insert name of Bidder & Bidder's entity registered as Proprietorship/Company/LLP/Partnership/NGO/Trust*] incorporated under the provisions of the [●] [*insert name and year of Act under which incorporated*] and having its registered office at [*insert address of registered Head Office & Branch office*] (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors, executors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD Part are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) The National Health Mission, Madhya Pradesh, Department of Public Health and Family Welfare represented by the Mission Director (hereinafter referred to as the **"NHM-MP"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **"Proposals"**) by its Request for Proposal for "*Selection of an Agency for Generation of Sickle Cell Status and Counselling Cards for NHM-MP*" (the **"Project"**), **S. No. N.H.M./Store/2022/8000 dated 18th November 2022**
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and

in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP and the Master Service Agreement

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates

3. Covenants

- 3.1 The Parties hereby undertake that change in the composition of a Consortium will not be permitted during the Selection Process or if selected, during implementation and operation of the Project throughout the Contract Period or extended term of the Contract
- 3.2 The Parties hereby undertake that change in the ownership and control of a Consortium member shall not be permitted during the Selection Process or if selected, during implementation and operation of the Project throughout the Contract Period or extended term of the Contract

4. Role of the Parties

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:
- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and thereafter from the effective date of the Master Service Agreement when all the obligations of the Consortium shall become effective;
- (b) Party of the Second Part shall be the *(insert description of the role of the Party)*;
- (c) Party of the Third Part shall be the *(insert description of the role of the Party)*

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project under and in accordance with the terms of the RFP and the Contract, from the effective date of and in accordance with the Master Service Agreement
- 5.2 The Parties do hereby undertake and declare that the Lead member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be

bound by any decision, communication, notice, action or inaction of the Lead member on any matter related to this Agreement and NHM-MP shall be entitled to rely upon any such action, decision or communication of the Lead member

6. Shareholding in the Consortium

6.1 Subject to the terms of this Joint Bidding Agreement, the share of each Member of the Consortium shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member 3	---
Total	100%

6.2 Notwithstanding anything contrary contained in this Joint Bidding Agreement, the Lead member shall always be liable for the equity investment obligations of all the Consortium members i.e., for both its own liability as well as the liability of other Members

6.3 The Lead member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement

6.4 The Lead member, on behalf of the Consortium, shall inter alia undertake full responsibility for mobilizing debt resources for the Project, and ensuring that the Project achieves proper financial closure

6.5 In case of any breach of any equity investment commitment by any of the Consortium members, the Lead member shall be liable for the consequences thereof for which the Lead member agrees thereto

6.6 Except as specified in the Joint Bidding Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead member under these presents

6.7 It is further specifically agreed that the financial liability for equity contribution of the Lead member shall not be limited in any way so as to restrict or limit its liabilities. The Lead member shall be liable irrespective of its scope of work or financial commitments

6.8 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and the Master Service Agreement

6.9 The Lead member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RFP

6.10 It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of National Health Mission, Madhya Pradesh, Government of Madhya Pradesh

6.11 It is hereby further agreed that in case of being selected as the successful Bidder, the Members do hereby agree that the Lead member shall furnish the Performance Security in favor of National Health Mission, Madhya Pradesh, Government of Madhya Pradesh, in terms of the RFP

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
- (e) This Joint Bidding Agreement,
 - (i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (iii) It is further expressly agreed that this Joint Bidding Agreement shall be irrevocable

and shall form an integral part of the Contract between National Health Mission,

Madhya Pradesh, Government of Madhya Pradesh and the Consortium and shall remain valid until the expiration or early termination of the Contract with NHM-MP

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect from the effective date of the Master Service Agreement in accordance with the Master Service Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Earnest Money Deposit by NHM-MP to the Bidder, as the case may be

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India and courts at Bhopal alone shall have the exclusive jurisdiction in all matters relating thereto and arising there- under
- 9.2 The Parties acknowledge and accept that this Joint Bidding Agreement may not be amended or modified except in writing signed by each of the Members and with prior written consent of NHM-MP

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

SIGNED, SEALED AND DELIVERED (For and on behalf of) LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED (For and on behalf of) MEMBER-2, party of the SECOND PART	SIGNED, SEALED AND DELIVERED (For and on behalf of) MEMBER-3, party of the THIRD PART
Signature:	Signature:	Signature:
Name:	Name:	Name:
Designation:	Designation:	Designation:
Address:	Address:	Address:

In the presence of:

- 1. _____
- 2. _____

Signature and stamp of Notary of the place of execution

Notes:

- 1. *The mode of the execution of the Joint Bidding Agreement 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.*
- 2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member*

ANNEXURE III: GENETIC COUNSELLING CARD SPECIFICATIONS

- (a) **Compliant with Guidelines:** Card should comply with NHM-MP guidelines for “Prevention & Management Of Hemoglobinopathies”. The card should be helpful in self pre-marital and pre-conception informed decision-making based on the genetic inheritance prediction and counselling information thereof
- (b) **Easy to use and interpret** - Identification card, which is color-coded and has the ability of instantly predicting the inheritance pattern (by layman persons) of couple deciding to marry or couple who wants to conceive and at the same time is capable of counselling for making decision based on the result of card matching
- (c) **Type of cards:** 02 (two) design of cards shall be printed by the Selected Agency (one for positive and one for negative patients); with only difference being that for negative patients, the blood group and HB variants shall not be mentioned on the printed card
- (d) **Measurements and Make:**
- (i) Orientation: horizontal
 - (ii) Size: 84 – 86 mm x 54-56 mm (L X B)
 - (iii) Thickness: 0.3 to 1 mm complying with ISO CR-79-80 standards
 - (iv) Material: Flexible Plastic, PVC
 - (v) Side: Double Sided (Front and back)
 - (vi) Shape: Rectangular with rounded corners
 - (vii) Printing Type: Digital printing
 - (viii) Surface finish: Smooth
 - (ix) Fusing: Non-smudging, non-peeling
 - (x) Punching: 03 ‘O’ Punch Holes, 04 ‘D’ Punch Holes (precision tolerance 1 mm) according to blood report/diagnosis
- (e) **Details to be printed on the card:**
- (i) Logo of Government of Madhya Pradesh and Ministry of Health & Family Welfare
 - (ii) ID No., Issue Date
 - (iii) Name, S/D/o, Age, Gender, Address, Mobile number
 - (iv) Blood Group, Diagnosis: Hemoglobin variants (for positive patients only)
 - (v) Language of printing: Hindi
 - (vi) Color coded, blue strip on top for Male and Pink Strip for female
 - (vii) Signing authority (Digital signature of the Registered Pathologist lab in-charge/nodal officer from the Hospital)
- (f) **Other Requirements:** The Selected Agency shall be required to procure/ customize the software/ algorithm for accurately punching the ‘D’ and ‘O’ shaped holes on the card, as per the specification mentioned in the RFP

Note: The content, data, and information on the Cards to be supplied by the Agency is available at the NHM-MP Office in Bhopal, M.P. or from the headquarter of concern districts and the images of the card are also provided below for reference:

Pre-Bid queries responses of Request for Proposal for Selection of an Agency for Generation of Sickle Cell Status and Counselling Card for National Health Mission, Madhya Pradesh

Ref. No.: S. No. N.H.M./Store/2022/8000

(Prebid meeting – 24th November 2022, 03:00 PM via video conferencing)

S. No.	Bidder's Name	RFP Reference	Clause Details	Queries with Justification	Response
1.	Miracle Organization	Section 2, Clause No. 2.1.6, Page No. 13	Consortium/ Joint Venture: The Bidder may be a single entity or a group of a maximum of 02 (two) entities (the "Consortium"), coming together to implement the Project.	The Bidder may be a single entity or a group of a maximum of 03 (three) entities (the "Consortium"), coming together to implement the Project	Amendment "Please refer to Corrigendum no. 02"
2.	Miracle Organization	Section 2, Clause No. 2.1.6, Sl. No. (d), Page No. 14	The Consortium members on whose strength a Bidder has been short-listed should have a substantial stake in the Project. The Consortium member, other than the Lead Member of the Consortium; whose technical and/or financial capacity is considered for the purpose of qualification and shortlisting herein; should hold at least 26% (twenty-six percent) of the paid up and subscribed equity in the Consortium for the entire duration of the Project;	Technical & Financial Qualifications will be qualified by all consortium members jointly or the lead member will qualify Technical & Financial Qualifications individually	Please refer to Section 3, clause 3.1 of the RFP
3.	ESME Organics	Section 8, Annexure-7, Page No. 71	Format For Power of Attorney for Authorised Signatory	In case of consortium, should there be only a single authorised signatory (POA holder) representing both the consortium members, or should the consortium members have one-one authorised signatory (POA holder) each. Please clarify	Each consortium member should have one POA holder to sign the proposal related documents to be submitted as part of the Technical Bid
4.	ESME Organics	General Query		In case of consortium, On all the annexures, do we have to mention the name of Lead member as 'name of the bidder', or names of	Please refer to Section 8, Annexures enclosed in the RFP

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				both the members have to be there on their respective letter head	
5.	ESME Organics	Section 8, Annexure-14, Notes, Sl. No. 2, Page No. 85	Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member	Do we need to attach the same power of attorney document as asked above, or do we need to create different POA documents for each member	Please refer to response in S. No. 03 above
6.	ESME Organics	General Query		In case of consortium, the lead member will be submitting the documents of both the members in its bid, right? Please clarify	Yes, each member of the consortium has to submit the Annexures (as applicable) enclosed in the RFP
7.	Shiv Enterprises	Section 3, Clause No. 3.2, Page No. 30	Demonstration of Sickle Cell Status and Counselling Card	Request you to ask the agency to also demonstrate Software for indicating 'D' and 'O' shaped punch x-y axis location for Mendalian algorithmic punching as asked in the specifications of the tender. Punching of holes at different places on each card, which makes each card unique, is determined by Mendalian algorithmic software. This will help to disqualify ineligible bidders	Amendment <i>"The Selected Agency shall be required to procure/ customize the software/ algorithm for accurately punching the 'D' and 'O' shaped holes on the card, as per the specification mentioned in the RFP"</i>
8.	Shiv Enterprises	Section 4, Clause No. 4.1.2 (a), Page No. 34	Compliant with Guidelines: Card should comply with NHM-MP guidelines for "Prevention & Management of Hemoglobinopathies".	Request you to provide the copy of NHM-MP guidelines for "Prevention & Management Of Hemoglobinopathies".	NHM-MP's guidelines shall be shared with the Selected Agency post signing of the contract
9.	Shiv Enterprises	Section 4, Clause No. 4.1.2 (e), Sl. No. (v) Page No. 34	Details to be printed on the card: (v) Signing authority (Digital signature of the Registered Pathologist lab in charge from the Hospital)	Request you to provide the Digital signature of the Registered Pathologist lab in charge from the Hospital to the selected bidder, as it is not mentioned in the responsibilities of NHM (4.2.2)	NHM-MP shall share the digital signature's of the Registered Pathologist along with list of members, post signing of the contract with the Selected Agency

S. No.	Bidder's Name	RFP Reference	Clause Details	Queries with Justification	Response
10.	Shiv Enterprises	Section 4, Clause No. 4.2.1 (2), Step 2, Page No. 35	The Selected Agency should customize its printing software with high data security to pull the data through APIs from the Sickle Cell portal temporarily, without storing or copying the data. The Selected Agency through their customized software should print the card at the earliest, in order to maintain the data security of personal information of the target population as it is of utmost importance to NHM-MP	Request you to provide the API urls to the selected bidder, as it is not mentioned in the responsibilities of NHM (4.2.2)	The details related to API integration shall be shared with the Selected Agency post signing of the contract
11.	Shiv Enterprises	Page 88	Image of back side of the card	Though the images show QR code in the card, but there is no mention of it in 'Specifications - Details to be printed on the card'. Request you to mention it as well as add in the in the Responsibility of NHM (4.2.2) to provide the link for QR code generation	Amendment <i>"The Cards should be printed on the mandated size, paper and be of the size and quality as provided in Annexure-III of Corrigendum No. 02"</i>
12.	Shiv Enterprises	Section 7, Clause No. 7.2., Page No. 43	Performance Security	10% performance security of the project cost has been asked annually and has been asked to extend it at the end of the year. Do we have to produce the performance security for the first year according to the project cost of first year, and same process for second year, or do we have to produce the 10% performance security of whole project cost of two years at once	Please refer to clause 7.2.2 Page 43 of the RFP
13.	Shiv Enterprises		Addition	There is no mention of patent, trademark or copyright related immunity in the tender. Due to the intricate process of card making for ISO CR 79-80 and the mendelian punching NHM-MP should give the bidder immunity from any patent, trademark or copyright related infringement, proceedings	The Selected Agency shall be responsible for ensuring that the mandated compliances are adhered to, pertaining to the patent/ trademark/ copyright related aspects for delivering the requisite services under the scope

Pre-bid queries of Proposal for Selection of an Agency for Generation of Sickle Cell Status and Counselling Card for National Health Mission, Madhya Pradesh

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				and litigations thereof. Is the trademark/patent/copyright related infringement responsibility of the bidder? If so, we will take necessary approvals and do the bidding.	of work of this RFP. NHM-MP shall not be responsible for any violation/ breach of trademark or copyright related infringement on behalf of the Selected Agency
14.	Shiv Enterprises	Suggestion		We suggest asking for a mobile app developed with functions like video counselling and match making from the bidders, which would be made available on play store and NHM website. This will make the project more efficient and will help the patients with better counselling on the go from anywhere and at any time.	No change required
15.	KL Hightech	Section 4, Clause No. 4.1.2 (f), SL. No. iii, Page No. 34	Software for indicating 'D' and 'O' shaped punch x-y axis location for Mendalian algorithmic punching	As we are printers, we will supply only cards and no software's. Also on cards variants we will keep various variants ready for personalization purpose and supply.	No change required