

# Government of Madhya Pradesh



## **Request for Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh**

**Reference No: S. No./ N.H.M/ STORE/ 2024/17344**

**Date of Issue: 09-01-2024**

**Issued by:**

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## **DISCLAIMER**

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1. The information contained in this Request for Proposal document 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, its employees and advisors make no representation or warranty and shall have no liability to any prospective Bidder/ Firm/ or any other person under any laws including without limitation the law, statute, rules or regulations or contract and tort, the principles of equity, restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered in connection with anything contained in this RFP or otherwise, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of NHM- MP or their employees, any agency or otherwise arising in any way from the selection process for the Project. NHM- MP will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
5. NHM- MP will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that NHM- MP is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the services and NHM- MP reserves the right to accept/reject any of the Bidders or proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. NHM- MP also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted 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**”)
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHM- MP or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NHM- MP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## NOTICE FOR REQUEST FOR PROPOSAL

### “Request for Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National health Mission, Madhya Pradesh”

National Health Mission, Madhya Pradesh, (NHM-MP), Government of Madhya Pradesh, plans to engage a Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh as defined in this RFP and invites proposals from suitable agencies meeting the criteria mentioned in this RFP. The salient features of the scope of work, eligibility criteria and prescribed formats for submission are provided in this RFP document as uploaded on the 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 the MP Tender Website: <https://mptenders.gov.in>

S. No	Description	Date and Time
1.	Publish Date	09-01-2024
2.	Document Download/Sale Start Date	09-01-2024
3.	Document Download/Sale End Date	30-01-2024
4.	Prebid Meeting Address/ Portal	Either through physical presence or online via video conferencing  Date & Time: [15-01-2024 at 3:00PM], India Meeting Link: <a href="https://nhmmp.webex.com/nhmmp/j.php?MTID=md004a10870dfe7045e8ac2533981a99f">https://nhmmp.webex.com/nhmmp/j.php?MTID=md004a10870dfe7045e8ac2533981a99f</a> Meeting ID: 2557 618 5977 Password: 3380 Queries submission end date - 17-01-2024 till 5.00PM
5.	Bid Submission Start Date	22-01-2024
6.	Bid Submission End Date	30-01-2024
7.	Bid Opening Date	31-01-2024
8.	Bid Validity (Days)	180 (One Hundred & Eighty) days
9.	Period of work (In Days)	730 (Seven Hundred & Thirty) days
10.	Location	Madhya Pradesh
11.	Pin code	462003
12.	Bid Opening Place	NHM, Bhopal
13.	Product Category	Services
14.	Nature of Work	To provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh
15.	Proposals Invited By	Mission Director, National Health Mission, Link Road No. 3, In front of Patrakar Colony, Bhopal, Madhya Pradesh 462003
16.	Date of Opening of Financial Proposals	To be communicated to the technically qualified bidders at later stage
17.	Mode of Submission of Proposal	Online on <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
18.	Website for Downloading RFP document, Corrigendum/ Addendum and any other RFP related Information	<a href="https://mptenders.gov.in">https://mptenders.gov.in</a>

<b>S. No</b>	<b>Description</b>	<b>Date and Time</b>
19.	Cost of RFP document	INR 2,000/- (INR Two Thousand only)
20.	Earnest Money Deposit	INR 1,00,000/- (INR One Lakh only)
21.	Performance Security	10% (Ten percent) of the total Contract Value
22.	Method of Selection	Least Cost Selection (L-1)

**Note:**

1. Amendments/ Corrigendum(a) 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 Selection Process and reject any or all the proposals at any point of time.
3. No contractual obligation whatsoever shall arise from the RFP document unless and until a formal contract is signed and executed between NHM- MP and the Selected Bidder.
4. To participate in the e-Tender Process for this RFP, the Bidder(s) are requested to get themselves registered (in case not registered already) with MP Tender Website i.e., <https://www.mptenders.gov.in>. In case of any portal related queries, the Bidder may kindly contact the 24\*7 help desk number as mentioned on the MP Tender Website.
5. NHM- MP disclaims any factual or other errors in the RFP document (the onus is purely on each Bidder 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:

Associate	means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder;
Applicable Laws	Shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time or such other territorial jurisdiction outside India, by any authority, including governmental authority, including any revisions, amendments or re-enactments including without limitation statutes, rules, regulations, 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;
Authorized Signatory / Authorized Representative	Shall have the meaning as ascribed to it in Clause 2.16.6 of this RFP;
AY	Assessment Year;
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 2.19 of this RFP;
Conflict of Interest	Shall have the meaning as ascribed to it in Clause 2.4 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;
Damages	Shall have the meaning as ascribed to it in Clause 2.4 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 2.15.1;
Evaluation Committee	Shall have the meaning as ascribed to it in Clause 3.2.1 of this RFP;
Financial Proposal	Shall have the meaning as ascribed to it in Clause 2.17 of this RFP;
FY	Financial Year shall mean period starting from 1 <sup>st</sup> April and ending on 31 <sup>st</sup> March;
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;
ICAI	The Institute of Chartered Accountants of India

INR	Indian Rupees;
LI/Lowest Bidder	Shall have the meaning as ascribed to it in Clause 2.17.2 of this RFP;
MSE	Shall have the meaning as ascribed to it in Clause 2.15.3 of this RFP;
NHM-MP	Tender Issuing Authority;
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;
Contract Value	Shall have the meaning as defined in Master Service Agreement;
Proposal/Bid	Shall have the meaning as ascribed to it in Clause 2.1.1 of this RFP;
Bid/Proposal Due Date	Shall have the meaning as ascribed to it in Clause 2.1.2 of this RFP;
Pre-Qualification Criteria	Shall have the meaning as ascribed to it in Clause 3.1 of this RFP;
RFP	means the following request for proposal document issued by NHM-MP to the prospective Bidders: <b>RFP Ref No: S. No./ N.H.M/ STORE/ 2024/17344 dated 09-01-2024</b> for “ <i>Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services 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 Bidder	Shall have the meaning as ascribed to it in Clause 3.5 of this RFP;
Selection Process or Bidding Process	Shall mean the process of procurement extending from the issue of Notice for Request for Proposal to the signing of the Contract or cancellation of the Selection/Tender Process, as the case may be;
Selected Bidder/Agency	The Selected Bidder, which shall sign the Contract with NHM-MP for providing the services in relation to the Project as envisaged under this RFP;
State	State of Madhya Pradesh;
Technical Proposal	Shall have the meaning as ascribed to it in Clause 2.16.3 of this RFP;
Work Order	Shall have the meaning as ascribed to it in Clause 3.6.1 of this RFP.

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto herein.

In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.



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

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### **1.1 Introduction**

The National Health Mission (“NHM”) encompasses its two sub-missions, the National Rural Health Mission (“NRHM”) and the National Urban Health Mission (“NUHM”). The main programmatic components include health system strengthening in rural and urban areas, Reproductive Maternal-Neonatal-Child and Adolescent Health (“RMNCH+A”) and communicable and non-communicable diseases. NHM envisages achievement of universal access to equitable, affordable, and quality healthcare services that are accountable and responsive to people’s needs.

National Health Mission, Madhya Pradesh, is planning to select an agency to work as a Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh (“**Project**”). The CA firm will play a crucial role in ensuring transparent financial management and compliance with agreements within the NHM MP framework.

In this regard, NHM-MP is inviting proposals from Bidders for selection of an agency in accordance with the method of selection specified in the RFP. The selection of an agency to work as a Chartered Accountant (CA) firm shall be 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 shall be signed with the selected bidder (“**Selected Bidder**”) initially for a period of 03 (three) years (“**Contract Period**”). The Contract will be renewed annually based on the performance of the selected Bidder as per the defined KPIs. The Contract, post 03 (three) years, may be extended further for 01 (one) year based on the performance of the Selected Agency and mutual agreement between NHM-MP and the Selected Agency. The maximum extension of the engagement of the Selected Agency shall be up to 02 (two) years only.

Any award or signing of the Contract with the Selected Bidder pursuant to this RFP shall be subject to the terms of this Bidding Documents & any Corrigendum issued thereunder. At the time of execution/extension of the Contract, if any clause may have to be modified, then that shall be included and agreed upon mutually.

### **1.2 Objectives**

The key objectives of this consultancy are to assist NHM MP –

- (a) To maintain sound financial practices.
- (b) In adopting best practices of accounting.
- (c) In adhering to agreement terms with respect to RFP term and conditions and departmental guidelines.
- (d) To enhance overall financial efficiency.
- (e) To provide expertise on financial, taxation matter.
- (f) Timely TDS, GST and EPF deposit and return filing.
- (g) To resolve queries and reply of notices related to finance.
- (h) Support during internal and external finance audit including CAG.

**Documents for Submission**

<b>S. No.</b>	<b>Documents to be Submitted</b>
1	Documents as mentioned for pre- qualification, technical & financial qualification and any other supporting document as requested in the RFP and as deemed suitable by the Bidder to support the facts and figures stated in the proposal of the Bidder.
2	ANNEXURE 1: COVER LETTER
3	ANNEXURE 2: AVERAGE ANNUAL TURNOVER and NETWORTH OF BIDDER FOR LAST 3 FINANCIAL YEARS (2020-21, 2021-22 and 2022-23)
4	ANNEXURE 3: WORK EXPERIENCE SUMMARY
5	ANNEXURE4: SELF-DECLARATION
6	ANNEXURE 5: BLACKLISTING AND PENDING SUIT
7	ANNEXURE 6: POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY
8	ANNEXURE 7: ANTI-COLLUSION CERTIFICATE
9	ANNEXURE 8: LETTER OF EXCLUSIVITY
10	ANNEXURE 9: DECLARATION FOR EXISTENCE OF THE FIRM

**Please Note:**

1. All documents under the 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. Any misrepresentation or concealment of any information in the submitted Proposal shall render the Proposal liable for outright rejection at the sole discretion of the NHM-MP.
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**

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### **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. The Bidder who is declared as a Selected Bidder hereunder shall enter into an agreement (“**Master Service Agreement/Agreement/Contract**”) for the purpose of discharging the obligations under the Project as outlined therein which inter alia shall include obligations towards the scope of work (“**SOW**”) under and in accordance with the provisions of the RFP. Subsequently, the Agreement to be entered between the Selected Bidder and the NHM-MP in the form provided by the NHM-MP as part of the Bidding Documents pursuant hereto.
- 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 specified in Notice for Request for Proposal (the “**Proposal Due Date**”).
- 2.1.3 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the Scope of Work and obligations of the Selected Agency set forth in the Agreement or the NHM-MP rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the NHM-MP.
- 2.1.4 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.
- 2.1.5 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 such 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, for any award of the contract or Work Order if it at any time determines that such Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order/ Contract.

### **2.2 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) Proposal), all the Proposals, shall be summarily rejected.

### 2.3 Consortium/ Joint Venture:

Proposal shall be submitted only by a single/sole Bidder; Consortiums and Joint Ventures are not allowed under this RFP.

### 2.4 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 or 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, if:

- (a) the Bidder or Associate (or any constituent thereof) and any other Bidder or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty-five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub- section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.4 (a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) 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
- (d) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- (e) 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
- (f) 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.

**2.5** 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.

- 2.6** 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.
- 2.7** 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 during the Bidding Process or subsequent to the (i) issue of the work Order or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the Work Order or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the Work Order or the Agreement and without prejudice to any other right or remedy of the NHM-MP, including the forfeiture and appropriation of the Bid EMD or Performance Security, as the case may be, which the NHM-MP may have thereunder or otherwise, the Work Order or the Agreement, as the case may be, shall be liable to be terminated without the NHM-MP being liable in any manner whatsoever to the Selected Bidder for the same. 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 at least 30 (thirty) days 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 Proposal Due Date.
- 2.8** A Bidder including any 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 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. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this RFP is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the NHM-MP for seeking a waiver from the disqualification hereunder and the NHM-MP may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

NHM-MP would place sole reliance on the certification provided by the Bidder in this regard in its Cover Letter. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the NHM-MP.

## **2.9 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 Bidding Documents;
  - (ii) received all relevant information requested from NHM-MP;
  - (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of NHM-MP;
  - (iv) satisfied itself about all matters, things and information, 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 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.

2.9.1 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.

## **2.10 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 Lowest 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 Lowest Bidder or any Bidder whosoever is disqualified at any stage of the Selection Process for reasons inclusive of but not limited to reasons mentioned above as well as failure to comply with instructions enumerated in the RFP/Annexures/Addendum/Corrigendum/Work Order/Contract.
- (f) That the Proposal by the Bidder suffers from a material misrepresentation/improper response includes but is not limited to the non-fulfillment of any of the conditions or requirements of the Selection Process.
- (g) In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that 1(one) or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the Work Order or entering into of the Contract, and if the successful 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 The NHM- MP shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the NHM-MP may have under this RFP, the Bidding Documents, the Agreement or otherwise.
- (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.

- (i) The NHM-MP may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

**2.11** NHM-MP shall adopt the Least Cost (Lowest) methodology for selection of the Bidder; post qualification of the Bidders based on the pre-qualification criteria (as defined in Section 3, Clause 3.1) and Technical Evaluation (Section 3, Clause 3.2). The following categories of the Bidder shall not be considered eligible to participate and submit their Proposals for this RFP.

- (i) All such Bidders with whom MOUs were entered in the past but were not renewed/ extended by NHM-MP for any reason whatsoever in the last 03 (three) years.
- (ii) All such Bidders who have been debarred/ blacklisted and /or their contract/MOU has been terminated due to shortcoming in delivery of services pursuant to enquiry and investigation conducted by NHM-MP /DoPHFW in the past.
- (iii) All such Bidders who initiated litigation against NHM-MP /DoPHFW at any judicial/ quasi-judicial forum in the past and/or there is pending litigation that is ongoing between the Bidder and NHM-MP /DoPHFW at any judicial/ quasi-judicial forum on the Proposal Due Date under this RFP.
- (iv) All such Bidders against whom legal proceedings were initiated by NHM-MP /DoPHFW at any judicial/ quasi-judicial forum in the past.

2.11.1 This RFP is not transferable.

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

## **2.12 Prebid Meeting**

- 2.12.1 The Prebid meeting (the “**Prebid Meeting**”) shall be held either through physical presence or online via video conferencing setup available at the National Health Mission, Bhopal, M.P. Potential Bidders shall connect using details provided by NHM-MP. Prebid Meeting of the Bidders will be convened as per the details set out in the MP Tender Website regarding the designated date, time and platform of the meeting.
- 2.12.2 Bidders willing to attend the Prebid Meeting should inform NHM-MP beforehand in writing and email on [tendersnhmmp@gmail.com](mailto:tendersnhmmp@gmail.com) only. The maximum number of participants from a Bidder, who chose to attend the Prebid Meeting, shall not be more than 02 (two) per Bidder. The representatives attending the Prebid Meeting shall accompany with a letter or email, duly signed by the Authorized Signatory of the Bidder.
- 2.12.3 During Prebid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of NHM-MP. NHM-MP will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **2.13 Clarification and amendment of RFP documents**

- 2.13.1 Bidders may seek clarification on this RFP within the stipulated date as set out in the RFP document or within 03 (three) working days of the Prebid meeting (03 (three) days exclusive of Prebid Meeting date).
- 2.13.2 Any request for clarification(s) must be sent by standard electronic means (Excel and PDF file) as per the format provided in this RFP document at **Annexure-10** to the to NHM-MP's email address: [tendersnhmmp@gmail.com](mailto:tendersnhmmp@gmail.com) . Any communication to any other email id will not be entertained.
- 2.13.3 NHM-MP will post the reply to such queries on MP Tender Website <https://mptenders.gov.in>
- 2.13.4 NHM-MP may also on its own motion, if deemed necessary, issue interpretation(s) and clarification(s) to all Bidders. All clarifications and interpretations issued by NHM-MP shall be deemed to be part of the 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).
- 2.13.5 At any time before the Proposal Due Date, NHM-MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigendum will be posted on MP Tender Website <https://mptenders.gov.in>.
- 2.13.6 To afford the Bidders a reasonable time for taking an amendment/Corrigendum(a) into account, or for any other reason, NHM-MP may at its discretion extend the Proposal Due Date.

## **2.14 Tender Fee**

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

## **2.15 Earnest Money Deposit**

- 2.15.1 The Bidder shall furnish as part of its Bid, a Bid Security of INR 1,00,000/- (Indian Rupees One Lakh Only) through RTGS/NEFT on <https://mptenders.gov.in>.
- 2.15.2 Unless the Bidder requests for exemption from payment of EMD, any Proposal not accompanied by the EMD shall be summarily rejected by the NHM-MP as non-responsive. 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 Proposal submission process.
- 2.15.3 If a Bidder is Micro and Small Enterprise ("**MSE**") // 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 MSE 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 MSE/SSI are required to be uploaded by the Bidder(s). MSE/ SSI Bidder from other States are not eligible for exemption from payment of EMD and Tender Fee. If any Bidder, other than MSE/SSI Bidder of Madhya Pradesh, do not submit EMD and /or do not pay Tender fee, then such Proposal shall be rejected.
- 2.15.4 The EMD shall be kept valid through the Bid Validity Period and may need to be extended, if so,



required by NHM-MP.

- 2.15.5 The EMD of unsuccessful Bidders will be returned by the NHM-MP, without any interest, as promptly as possible on acceptance of the Work Order or execution of the Contract with the Selected Bidder or when the Bidding process is cancelled by the NHM-MP, and in any case within 210 (two hundred and ten) days from the Bid Due Date.
- 2.15.6 The Selected Bidder's EMD will be returned, without any interest, upon accepting the Work Order or executing the Contract and furnishing the Performance Security in accordance with the provisions thereof.
- 2.15.7 The NHM-MP shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 2.15.8 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the NHM-MP will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the period of Bid validity as specified in this RFP.
- 2.15.8 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the NHM-MP under the Bidding Documents and/ or under the Contract, or otherwise, if
- (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; or
  - (e) A Bidder submits a non-responsive Proposal.

## **2.16 Preparation of Proposal**

- 2.16.1 Bidders are requested to submit their Proposal in English 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. Incomplete and /or not as per the prescribed format shall be liable to rejection.
- 2.16.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RFP document.
- 2.16.3 The Technical Proposal submitted by the Bidder should provide the documents as prescribed in this RFP ("**Technical Proposal**"). Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail. 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.
- 2.16.4 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Bid.
- 2.16.5 Non-compliance with the instructions and conditions contained in the RFP/ Addendum(a)/ 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.

- 2.16.6 The Proposal shall be typed or written in indelible ink. 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 a partner, in case of a limited liability partnership or partnership firm;  
All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Proposal shall contain page numbers.
- 2.16.7 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.

## **2.17 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.

- 2.17.1 While submitting the Financial Proposal, the Bidder shall ensure the following:
- (a) The Bidder shall submit the Financial Proposal as per the instruction provided in this RFP document.
- (b) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. Any Technical Proposal with financial details will be rejected by 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) Rates quoted should be given both in words and in figures (as per the financial proposal format) and the quoted rates must be firm and final and shall not be subject to any modifications, on any account whatsoever. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- (e) The Financial Proposal shall be furnished in INR (Indian Rupees) only.
- (f) The Financial Proposal needs to be filled in completeness based on financial submission sheet and as per the details mentioned within the sheet.
- (g) The Financial Proposal should be a Proposal inclusive of all the costs including but not limited to all taxes associated with the Project except GST. The Financial Proposal should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. These shall normally cover remuneration for all the personnel, accommodation, air fare, transportation, equipment, office supplies including stationary material, printing of documents, etc. The Financial Proposal shall take into account all the expenses and tax liabilities except GST

and cost of insurance, levies and other impositions applicable under the prevailing law.

- (h) If there is a change in the applicable taxes, NHM-MP shall bear the cost of the same.
- (i) The Bidder shall quote the rates of the services it proposes to provide in the prescribed format as per the RFP document (“**Price**”).
- (j) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and would be liable to be rejected.
- (k) NIL value quoted in the Financial Proposal sheet shall lead to rejection of Proposal.
- (l) 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.

2.17.2 Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the NHM-MP may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

In this RFP, the term “**Lowest Bidder**” shall mean the Bidder who is quoting the lowest Price as per the terms of this RFP and in particular the Contract. Subject to the provisions of Section 2.17 and 3, the Project will be awarded to the Lowest Bidder.

2.17.3 **Minimum Service Charge/Fees** - Minimum Monthly Service Charges/fees shall be INR 1,50,000/- (Excluding GST). If any bidder quote less than this shall be firmly rejected and will not be considered for further process.

## **2.18 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.
  - a. If there is any discrepancy in the sum total, the corrected sum total will be considered.
  - ~~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 EMD/Performance Security shall be forfeited, as the case maybe.

2.18.1 Bidders are advised to serially number their proposal documents along with indexing.

## 2.19 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 damages/ interest/charges, nor be entitled to return of its Proposal documents submitted or refund of the EMD.

## 2.20 Submission, receipt and opening of proposals

- 2.20.1 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 24x7 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>
- 2.20.2 The Authorized Representative of the Bidder should authenticate EMD details, Technical and Financial Proposal. The Proposal is to be submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the NHM-MP and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the NHM-MP, the latter shall prevail.
- 2.20.3 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-6** of this RFP.
- 2.20.4 No Proposal shall be accepted after the Proposal Due Date and time.
- 2.20.5 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 Tender Issuing NHM-MP official address: **NHM-MP, 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.
- 2.20.6 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 pre-qualification criteria.

## 2.21 Proposal Evaluation

- 2.21.1 As part of the evaluation, the Technical Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed pre-qualification criteria in accordance with the Clause 3.1 of this RFP. Subsequently the Technical Proposal submission, for Bidders who meet the pre-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.
- 2.21.2 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:
    - submitted online only. No hard copy shall be submitted to NHM-MP.

- received in the form specified in this RFP;
- received by the Proposed Due Date including any extension thereof in terms hereof;
- it is accompanied by the EMD unless eligible for exemption;
- It is signed and sealed by the Authorized Signatory of the Bidder;
- it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- does not contain any condition or qualification; and
- it is not non-responsive in terms hereof.

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

- 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;
- the Financial Proposal is received in the form specified in this RFP;
- It is signed and sealed by the Authorized Signatory of the Bidder;
- received by the Proposed Due Date including any extension thereof in terms hereof;
- it does not contain any condition or qualification; and
- 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. Such clarification(s) shall be provided within the time specified by the NHM-MP for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought under this Clause within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the NHM-MP may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the NHM-MP.

(e) NHM-MP will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.21.3 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.

2.21.4 Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

## **2.22 Selection basis for Lowest Bidder:**

The methodology to be followed for selecting the L1/ Lowest Bidder would be as follows:

For instance, 03 (three) Bidders submit their Proposals, once they are qualified Bidders based on the evaluation of the Pre-Qualification and Technical Proposal, the Financial Proposals will be opened and the lowest financial quote will be selected as L1/Lowest Bidder for further process.

Hence, the Bidder will be selected as the Lowest Bidder based on the Financial Proposal quote submitted in the financial format.

**2.23** 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 pre-qualification criteria. In case a Bidder does not fulfill the pre-qualification criteria, the Proposal of such a Bidder will not be evaluated further.

### 3.1 Pre-Qualification Criteria

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

S. No	Basic Requirement	Specific Requirements	Documents Required
1.	<b>Legal Entity</b>	<p>The Bidder(s) interested in participating in the Selection process must be a CA firm registered in India as any one of the following categories:</p> <ul style="list-style-type: none"> <li>- a Limited Liability Partnership (“<b>LLP</b>”) registered under the LLP Act, 2008;</li> <li>- A partnership firm registered under Indian Partnership Act, 1932.</li> <li>-</li> </ul>	<ol style="list-style-type: none"> <li>1. Certified copy of CA Firm Registration as Partnership Firm /LLP with Institute of Chartered Accountants of India ;</li> <li>2. Charter document including, partnership deed in case of partnership firm, LLP deed in case of LLP.</li> <li>3. Details of Partners</li> <li>4. PAN Card</li> <li>5. GST certificate</li> <li>6. Any other supporting document, as required.</li> </ol>
2.	<b>Existence of the firm</b>	<p>The Bidder should be in existence as CA firm for more than 20 (twenty) financial Years (Till FY 2022-23) and must be in existence as on Proposal Due Date.</p>	<ul style="list-style-type: none"> <li>▪ Incorporation/registration certificate of the Bidder along with an undertaking on the letterhead of the Bidder (as per <b>Annexure-9</b>) stating that the Bidder should be in existence as CA firm for more than 20 (Twenty) Financial Years and also must be in existence as on Proposal Due Date</li> <li>▪ Valid ICAI registration certificate of firm.</li> </ul>
3.	<b>Availability of Full-time partners</b>	<p>The Bidder should have at least 6 Full Time partners(minimum partnership duration is 5 Years). Out of which, at least 5 Partners should be FCA and 2 partners should have DISA qualification.</p>	<p>Contract/ Agreement/Certificate from HR or Authorized Signatory that clearly states the details of the partners associated with bidder.</p> <p>FCA Certificate issued by the ICAI is required to be submitted .</p> <p>DISA Certificate issued by ICAI is required to be submitted</p>
4.	<b>Experience of Bidder for Assignments</b>	<p>The Bidder(s) should have an experience of minimum 15 Assignments (Each assignments should have been started atleast before 6 months from the Proposal Due Date) of Statutory Audit/Internal Audit/Consultancy to Government Institutions/ PSUs in Last 5 Financial Years (i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23).</p>	<p>Contract/ Agreement/ Work Orders/ Letter of invitation from client(s) that clearly states the details of the scope of work, date of commencement and all other essential details of the contract.</p> <p>The Bidder shall provide documentary evidence by way of Client Certificate / Statutory</p>

S. No	Basic Requirement	Specific Requirements	Documents Required
			<p>Auditor’/ Chartered Accountant’s certificate (having valid registration) with respect to the project with required details. For avoidance of doubt, it is clarified that required CA certificate shall be certified by an external independent chartered accountant and not by the Bidder itself or through its partners, employees and relatives.</p> <p>(Refer <b>Annexure 3</b>)</p>
5.	<b>Empanellment with O/o CAG</b>	The Bidder should be Empanelled With O/o CAG and Should have been Allotted At least 5 Statutory Audit of PSUs in Last 5 Financial Years (i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)	Empanellment certificate/letter issued by O/o CAG. Allotment letter for Statutory audit from O/o CAG.
6.	<b>Retained Consultant</b>	The Bidder should have been Retained Consultant to a Public Sector Unit or Government Department continuously for last 10 Years. (Considered till proposal due date)	Contract/ Agreement/ Work Orders/ Letter of invitation/Certificate or letter from client(s) that clearly states the duration of retention with PSU or Govt. Department
7.	<b>Average Annual Turnover</b>	The Bidder should have an average annual financial turnover of INR 1 Crore (INR One Crore Only) in the last 03 (three) Financial Years (i.e., 2020-21, 2021-22 and 2022-23).	Certificate issued by a statutory auditor/chartered accountant (as attached <b>Annexure-2</b> ) along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted. For avoidance of doubt, it is clarified that required CA certificate shall be certified by an external independent chartered accountant and not by the Bidder itself or through its partners, employees and relatives.
8.	<b>Net Worth</b>	Bidder(s) should have a positive net worth in the each of the last 03 (three) Financial Years (i.e., 2020-21, 2021-22 and 2022-23)	Certificate from statutory auditor/chartered accountant (as attached <b>Annexure-2</b> ) and Audited Financial Statements shall be submitted by the Bidder for the stated financial years. For avoidance of doubt, it is clarified that required CA certificate shall be certified by an external independent chartered accountant and not by the Bidder itself or through its partners, employees and relatives.

S. No	Basic Requirement	Specific Requirements	Documents Required
9.	<b>Office availability in Geography</b>	The Bidder(s) should have Head office in Bhopal.	Office registration certificate with complete address detail.
10.	<b>Blacklisting</b>	The Bidder(s) shall not have been debarred / blacklisted by NHM of other states/ 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 for participating in any project as on Proposal Due Date.	Undertaking to be submitted on a non-judicial stamp paper as per <b>Annexure-5</b> .
11.	<b>Pending Petitions</b>	The undertaking by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past, which may hamper the execution of works under this RFP.	<i>Undertaking to be submitted on a non-judicial stamp paper as Annexure-5.</i>
12.	<b>Disciplinary Proceedings</b>	The Bidder i.e., CA firm or any of its partners or employees are not banned by SEBI/RBI/ICAI/ or any other regulatory body nor any disciplinary proceedings are pending with such regulatory body.	Undertaking to be submitted on a non-judicial stamp paper as <b>Annexure-5</b> .

**Note:**

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

### 3.2 Technical Evaluation

**3.2.1** The evaluation committee (“**Evaluation Committee**”) appointed by the NHM-MP will carry out the evaluation of Proposals based on the following evaluation criteria and points system. If required, the NHM-MP may seek specific clarifications from any or all Bidder (s) at this stage.

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

S. No	Particulars	Max. Marks	Scoring Mechanism	Documents
1	The Bidder should be in existence as CA firm for more than 20 (twenty) financial Years(Till FY 2022-23) and must be in existence as on Proposal Due Date.	15 Marks	<ul style="list-style-type: none"> <li>▪ 20 Years of existence ----- --- 10 Marks</li> <li>▪ 01 mark for each additional year of existence over and above 20 Years (Maximum available marks - 05)</li> </ul>	Incorporation/registration certificate of the Bidder along with an undertaking on the letterhead of the Bidder (as per <b>Annexure-9</b> ) stating that the Bidder should be in existence as CA firm for more than 20 (Twenty) Years and must be in existence as on Proposal Due Date.
2	The Bidder(s) should have an experience of minimum 15 Assignments (Each	15 Marks	<ul style="list-style-type: none"> <li>▪ 15 Assignments – 10 Marks</li> </ul>	Contract/ Agreement/ Work Orders/ Letter of invitation from client(s)



S. No	Particulars	Max. Marks	Scoring Mechanism	Documents
	assignments should have been started atleast before 6 months from the Proposal Due Date) of Statutory Audit/Internal Audit/Consultancy to Government Institutions/ PSUs in Last 5 Financial Years (i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)		<ul style="list-style-type: none"> <li>▪ Additional 01 (one) mark for every additional assignment (Maximum available marks - 05)</li> </ul>	<p>that clearly states the details of the scope of work, date of commencement and all other essential details of the contract.</p> <p>The Bidder shall provide documentary evidence by way of Client Certificate / Statutory Auditor's/ Chartered Accountant's certificate (having valid registration) with respect to the project with required details.</p> <p>(Refer <b>Annexure 3</b>)</p>
3	No. of Statutory Audit Allotted by O/o CAG in Last 5 Financial Years (i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)	15 Marks	<ul style="list-style-type: none"> <li>▪ 5 Statutory Audit – 10 Marks</li> <li>▪ Additional 01 (One) mark for every allotted Statutory audit above 5 Statutory audit (maximum available marks – 05)</li> </ul>	<p>Empanellment certificate/letter issued by O/o CAG.</p> <p>Allotment letter for Statutory audit from O/o CAG.</p>
4	Period of Continuous Association as Retained Consultants to Government /PSU (Will be considered till RFP due date)	15 Marks	<ul style="list-style-type: none"> <li>▪ Continuous association for 10 Years – 10 Marks</li> <li>▪ Additional 01 (One) mark for each additional year of association above 10 years (maximum available marks – 05)</li> </ul>	<p>Contract/ Agreement/ Work Orders/ Letter of invitation/Certificate or letter from client(s) that clearly states the duration of retention with PSU or Govt. Department</p>
5	Average annual financial turnover of INR 1 Crore (INR One Crore) in the last 03 (three) Financial Years (i.e., 2020-21, 2021-22 and 2022-23)	10 Marks	<ul style="list-style-type: none"> <li>• INR 1 Crore - 05 Marks</li> <li>• Additional 01 (one) mark for every additional Rs. 20 (Twenty) Lakhs average annual financial turnover above INR 1 Crore (Maximum</li> </ul>	<p>Certificate issued by a statutory auditor/chartered accountant (as attached <b>Annexure-2</b>) along with Audited Financial Statements confirming the Average Annual Turnover of the Bidder during the stated Financial Years must be submitted.</p>

S. No	Particulars	Max. Marks	Scoring Mechanism	Documents
			available marks – 05)	
6	Technical Presentation	30 Marks	The Technical Presentation would be evaluated based on: <ul style="list-style-type: none"> <li>▪ Organization Profile &amp; Team Structure</li> <li>▪ Project requirements and Scope</li> <li>▪ Project Implementation Plan (Approach and Methodology/ Activities/ Timelines)</li> <li>▪ Learning from similar experience</li> </ul>	Soft Copy and 01 (one) Hard Copy of Technical Presentation to be submitted after the technical presentation.

### 3.3 Financial Evaluation

- a. The evaluation committee (“**Evaluation Committee**”) will carry out the evaluation of Technical Proposals of the qualified Bidders before opening of the Financial Proposal.
- b. Financial bid of only those bidders will be considered who score minimum 70 Marks out of 100 in the technical evaluation
- c. For financial evaluation, the Price indicated in the Financial Bid shall be considered. Any conditional bid, deviating from the bid conditions, will be rejected.
- d. The price quoted shall be firm and shall be mentioned online as per BoQ format.

### 3.4 Exclusion of Proposal/ Disqualification

#### 3.4.1 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 in- accurate 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.
- (h) A participating bidder/Any Partner is currently providing services to NHM-MP as an internal/ concurrent/ statutory auditor or engaged in any capacity for the NHM since financial year 2022-23.

### 3.5 Final selection

- 3.5.1 For quoting of Price, the Bidders are required to fill Financial Proposal format available on MP Tender Website. The Lowest Bidder will be considered based on Price provided in the Financial Bid format uploaded on mptenders.gov.in.

- 3.5.2** The Bidder whose Proposal is adjudged as responsive and who has scored minimum of 70 points in its Technical Evaluation and who quotes the lowest Price to be paid by the NHM-MP shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the NHM-MP rejects or annul Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.5.3** For the purposes of this Bidding Document, the technically responsive Bidders, shall be ranked on the basis of the lowest Price quoted (“LI /Lowest Bidder”). The Lowest Bidder shall be identified by arranging all Bidders in order of their lowest Price quoted (viz, LI, L2, L3 and so on). For the avoidance of doubt, the LI Bidder shall be the one who has quoted the lowest Price.
- 3.5.4** Subject to Clause below, in the event that 2 (two) or more qualified Bidders are determined in terms hereof as LI (the “Tie Bidders”), then such Bidder having more project experience as per the eligibility criterion would be the first in sequence. Further, if Tie Bidders are found to be having same project experience as per eligibility criterion, then such Bidder having higher annual average turnover would be the first in sequence. If Tie bidders are found to be having the same annual average turnover then such Tie Bidders shall be asked to further submit a best and final offer quote (“Best and Final Offer”) which shall be a lower price than their common LI quote for being eligible for consideration; and in such event lower price offered with respect to the LI quote among them shall be the Selected Bidder.
- 3.5.5** In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the “First Round of Bidding”), the NHM-MP may invite all the remaining Bidders to revalidate or extend their respective EMD, as necessary, and match the Bid of the aforesaid Lowest Bidder (the “Second Round of Bidding”). If in the Second Round of Bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the Second Round of Bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the First Round of Bidding offer to match the said Lowest Bidder in the Second Round of Bidding, the said third lowest Bidder shall be the Selected Bidder.
- 3.5.6** In the event that no Bidder offers to match the Lowest Bidder in the Second Round of Bidding as specified in Clause 3.5.5, the NHM-MP may, in its discretion, invite fresh Bids (the “Third Round of Bidding”) from all Bidders except the Lowest Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of Bidding to revalidate or extend their EMD, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such Third Round of Bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the First Round of Bidding.
- 3.5.7** The Selected Bidder will enter into a Contract with NHM-MP and shall work in accordance with the SOW mentioned in the RFP.
- 3.6 Grant of Work Order**
- 3.6.1** 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.
- 3.6.2** 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.

**3.6.3** 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.

Additionally, non-acceptance of the Work order by the Selected Bidder within the time prescribed therein shall lead to forfeiture 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 the sole discretion of NHM-MP.

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

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

The following is the envisaged scope of work for this project. The scope of work is not exhaustive but indicative in nature and not limited to the scope provided here and Selected Agency shall undertake such other tasks, as may be necessary to implement the scope efficiently and effectively in order to achieve the desired objectives.

#### **4.1.1 Financial Management**

1. Budgeting and Forecasting: Support in preparation of annual budgets i.e. PIP etc.,
2. Financial Reporting: Guidance in Preparation and presentation of various financial reports and formats, in accordance with applicable accounting standards and financial guidelines.
3. Internal Controls: Support in strengthening internal control systems to minimize the risk of fraud, error, duplicacy and non-compliances.
4. Timely TDS, GST and EPF deposit and return filing.

#### **4.1.2 Agreement Management:**

To support in review of agreements, contracts, and MOUs related to NHM MP Projects to ensure accurate financial terms, compliance with legal and regulatory requirements, and alignment with NHM MP's objectives as and when needed to protect interest of NHM MP.

#### **4.1.3 Advisory Services:**

1. Assist during internal and external finance audit including CAG.
2. To resolve queries and reply of notices related to finance as and when required.
2. Dispute Resolution: Assist in resolving disputes related to financial matters and discrepancies arising out of agreements.

### **4.2 Manpower Requirement:**

- The selected agency shall provide services of senior chartered accountant at NHM office having experience of more of more than six years on regular basis as per NHM requirement.

### **4.3 Miscellaneous Provisions**

- A. The order for delivering certain services which form part of the Scope of Work can be placed on the Selected Agency(s) anytime during the Contract Period till the last date of the Contract at the agreed upon contracted rates with the Selected Agency(s). NHM-MP is entitled to place orders up to the last day of the validity of the Contract and, though delivery of service against such orders shall be effected beyond the validity period of the Contract, all such services will be guided by the terms and conditions of the Contract
- B. In the event that the process for extension of Contract is delayed or withheld due to unforeseeable and unmitigable circumstances, the Selected Agency(s) would continue to provide the services at the rates of the existing Contract
- C. The Selected Agency shall ensure that all the applicable security policies are followed to protect the portal/ application from external threats/attacks such as malwares, trojan, virus etc.
- D. The Selected Agency's staff shall adhere to standard safety procedures and standard emergency operating procedures prescribed as Good Industry Practice while providing the services. The Selected

- Agency shall provide the service in conformity with generally accepted professional and technically accepted norms relevant to the Project and which must be to the satisfaction of NHM-MP. However, the Selected Agency shall be wholly responsible for ensuring compliance of Labour laws in true spirit
- E. The Selected Agency shall not be entitled for separate/ extra payment for any of the maintenance related activities during the Contract Period
- F. All guidelines and standards issued by Government of India and its agencies should be followed in delivering of service wherever applicable. Selected Agency should comply with established standards wherever applicable in the solution and approach and methodology
- G. The Selected Agency(s) shall at its own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Selected Agency(s) under this Contract. NHM-MP will have no liability on this account
- H. During the Contract Period, nothing shall be done by the Selected Agency(s) in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof
- I. NHM-MP will act as the repository of all Project data generated and all the Project data shall have to be transferred and shared with NHM-MP by the Selected Agency as when required
- J. The Selected Agency shall not use or share the data received from NHM-MP (such as login/ password, Program/ Function related information, policy documents, minutes of meeting etc.) or the data generated (such as analyses, reports, charts, presentations etc.) during the Contract or pursuant to termination or expiry of the Contract Period, with any third-party person or organization except with the explicit permission of NHM-MP in writing. Further, the Selected Agency shall not use the Project data for any commercial purposes or promotional activities
- K. Before the expiry of exit management period, the Selected Agency shall deliver and transfer the entire database, logs, process documents, policies, relevant records, manuals, reports and other documents pertaining to the Project and/ or all operation and maintenance records and manuals pertaining thereto as per the exit management plan
- L. The Selected Agency will be required to follow and comply to all the laws/ policies/ guidelines related to data privacy and security in force
- M. The Selected Agency shall also comply with all other statutory provision including but not limited to compliance of labor laws such as Minimum Wages Act and any other laws applicable on the Project. The Selected Agency will be wholly responsible for ensuring compliance of Labour laws in true spirit
- N. All guidelines and standards issued by Government of India and its agencies should be followed in delivering of service. The Selected Agency shall adhere to standard safety procedures, standard emergency operating procedures, as per industry standards and Good Industry Practice. The Selected Agency should comply with established standards wherever applicable in the solution, approach and methodology while delivering services
- O. The Selected Agency shall have to maintain and adhere to highest level of integrity while delivering services during the Contract Period

#### **4.4 Exit Management Period**

- 4.4.1 The Selected Agency shall provide NHM-MP with an exit management plan ("Exit Management Plan") as a deliverable in writing in relation to the Contract as a whole and in relation to Project management, implementation, operation, compliance to KPI etc. within 30 (thirty) days from the effective date of agreement signed between NHM-MP and Selected Agency and receive approval upon the same from NHM-MP. The responsibility of the execution of the entire exit management process shall vest solely upon the Selected Agency
- 4.4.2 The exit management period shall start,
- in case of expiry of agreement, 60 (sixty) days before the Contract end date; or
  - in case of termination of Contract, on the date when notice of termination of Contract is sent by either of the parties.
- 4.4.3 The exit management period shall end, on either of these dates, whichever is earlier,
- on any date agreed upon by NHM-MP and the Selected Agency; or,
  - 30 (thirty) days after the Contract end date; or,
  - 60 (sixty) days from the date of notice of termination of Contract
- 4.4.4 The responsibility of the execution of the entire exit management process shall vest solely upon

- the Selected Agency
- 4.4.5 NHM-MP shall be entitled to serve notice in writing to the Selected Agency at any time during the exit management period as detailed hereinabove requiring the Selected Agency to provide NHM-MP with a complete and up to date list of the assets/ inventory/ tasks accomplished/ pending tasks etc. in relation to the Project
- 4.4.6 During the exit management period, the Selected Agency shall continue to provide seamless services and fulfill performance obligations without any interruptions.
- 4.4.7 The Exit Management Plan shall cover the following aspects of exit management, including but not limited to:
- (i) A detailed transfer process that could be used in conjunction with the next Service Provider including details of the means to be used to ensure continuing provision of the maintenance services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer
  - (iii) Plans for the communication with such of the Selected Agency staff, suppliers and any related third party as are necessary to avoid any material detrimental impact on the services as a result of undertaking the transfer
  - (iv) Plans for providing handholding support for 60 (sixty) days after transfer to NHM-MP and next service provider to be on-boarded
- 4.4.8 On request by NHM-MP, the Selected Agency shall affect such assignments in favor of NHM-MP in relation to any equipment, maintenance or warranty service provision contract between the Selected Agency and third-party lessors, agencies are related to the services that NHM-MP may require and are reasonably necessary for the carrying out of replacement of services.
- 4.4.9 The Selected Agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the Selected Agency free from all encumbrances absolutely and free of any charge or tax to NHM-MP

#### **4.5 Responsibility of NHM-MP**

- To provide appropriate assistance and issuance of office orders/ approvals for implementation of the Project
- To provide documents/ certificates in writing as and when required regarding the services provided by the Selected Agency under the Contract
- To ensure timely settlement of invoices at the agreed terms in accordance with the provisions of the Contract
- To conduct regular monitoring and evaluation of the Project activities based on quantifiable indicators and reports received from the Selected Agency
- To prescribe various formats for reporting progress of the Project. The Selected Agency may submit their own reporting formats which could be used after due approval by NHM-MP

#### **4.6 Reporting requirements and Deliverable**

**Monthly Progress Report:** The Selected Agency would be required to commence work according to the Scope of Work section as per the below mentioned timelines

<b>S. No.</b>	<b>Name of the Deliverable/Activity</b>	<b>Timelines in Days</b>
1	Submission of Monthly Progress report	Within 10 days of each month

**Monthly Meeting:** The head along with on site Key Personnel of the Selected Agency shall meet with Mission Director/Director/ authorized representative of NHM-MP at least one week before the start of a month to discuss the Project progress and deliverables to be carried out for the forthcoming month.

## **4.7 PAYMENT TERMS**

### **4.7.1 Invoicing and Payment**

- No advance payment shall be made by NHM-MP at the time of signing of Contract with Selected Agency
- Rates (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 rates agreed upon in the Financial Proposal
- NHM MP shall reimburse the Selected Agency on a monthly basis for the services provided during the month.
- The payment shall be calculated on monthly fees as provided under section of the Financial Proposal format
- The Contract shall be renewed based on the performance of the Selected Agency as per the defined KPIs.
- The Selected Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for providing proper and efficient working of the Project during Contract Period
- Invoices for payment for each month to be submitted by 10th (tenth) day of the next month
- The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [(“**Goods and Service Tax**”) if applicable] and other statutory deductions as per Applicable Laws
- GST, (if applicable), should not be included in the Proposal rates and shall be paid by NHM-MP separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the Proposal price
- All the remittances due to the Selected Agency for all payments relating to monthly reimbursement of the invoices or any other payments related to the Project that shall become due in favour of the Selected Agency, shall be remitted to the bank account of the Selected Agency
- All the payments will be made in Indian Rupees (INR) only
- Payments shall be subject to deductions of any amount for which the Selected Agency is liable as per the penalty clauses set out in the RFP/ Contract
- Invoice with, Monthly Progress Reports and any other documents/proofs would have to be submitted to NHM-MP. The Selected Agency must provide additional/ supplementary documents for verification of the invoices to NHM-MP, if required from time to time
- 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

### **4.7.2 Disputed Invoice**

- 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
- 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

## **4.8 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.



### Operational Parameters/ Implementation Activity /Penalties

S. No	Key Performance Indicators	Compliance Rates	Source of data / Method of verification	Validation Frequency	Penalty (Liquidated Damages)
1	Availability of senior chartered accountant having experience of more than six years on regular basis at NHM office	100%	Email / register	Monthly	5% of Monthly invoice till 2 incidence of unavailability  10% of monthly invoice for 3 or more incidence of unavailability.  In case of more than 4 incidence of unavailability the contract may be terminated.
2	Maximum Time duration for initial response from date of submission of queries	In general within 3 working days and for recovery/Bank attachment notices should be within 24 hrs., or as per mandated by the authority (If deadline is less than 3 working days then deadline should be complied)	Email or Inward/Outward register	Monthly	INR 1,000 per day for delay in response (Maximum penalty in a month is 10% of monthly invoice amount.)  This penalty can be imposed maximum 5 times in a financial year and post that contract may be terminated.

**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
- The maximum monthly penalty that maybe imposed on the Selected Agency shall be capped at 10% (ten percent) of the total monthly billing amount

#### 4.9 Project Timelines and Duration

The agency should be able to provide the services as mentioned in scope of work within seven days of contract signing.

## **SECTION 5. GENERAL TERMS OF RFP**

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### **5.1 Confidentiality**

**5.1.1** This RFP document is meant for the specific use by such parties who are interested to participate in the current 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.

**5.1.2** 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 document, the interested party is subject to confidentiality clauses.

**5.1.3** 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.

**5.1.4** 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.

**5.2 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.

### **5.3 Modifications/ substitution/ withdrawal of Proposals**

**5.3.1** The Bidder may modify, substitute or withdraw its Proposal after submission, provided that the modification, substitution or withdrawal is received by the NHM-MP prior to the closing time on the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Proposal Due Date.

**5.3.2** Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the closing time on the Proposal Due Date, unless the same has been expressly sought for by the NHM-MP, shall be disregarded.

### **5.4 Proprietary data**

The documents including this RFP and all attached documents, provided by the NHM-MP are and shall remain or become the property of the NHM-MP and are transmitted to the Bidders solely for the purpose of preparation and submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The provisions of this Clause 5.4 shall also apply mutatis mutandis to Proposals and all other documents submitted by the Bidders, and the NHM-MP will not return to the Bidders any Proposal, document or any information provided along therewith.

**5.5 While qualification is open to persons from any country, the following provisions shall apply:**

Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division. Provided further that the Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order. It is however clarified that, as mentioned in Annex 2 of the aforesaid Order, the restriction contained in this clause will not apply to Bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"Competent Authority" for the purpose of this clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division.

"Bidder from a country which shares a land border with India" for the purpose of this clause means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country, or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; "agent" for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person; or
- f. A natural person who is a citizen of such a country, or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above categories.

The "beneficial owner" for the purpose of (d) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

## **5.6 Fraud and corrupt practices**

- 5.6.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and subsequent to the issue of the Work Order and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the Work Order or the Agreement, the NHM-MP may reject a Proposal, withdraw the Work Order, or terminate the Agreement, as the case may be, 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 shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NHM-MP under the Bidding Documents and/ or the Agreement, or otherwise.
- 5.6.2** Without prejudice to the rights of NHM-MP under this Clause 5.6, 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 shall not be eligible to participate in any tender issued by NHM-MP during a period of 3 (three) years from the date such Bidder, is found by NHM-MP to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- 5.6.3** For the purposes of this Clause 5.6 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 suppression 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.

## **5.7 Debarment from Bidding**

- 5.7.1** If NHM-MP finds that a Bidder has breached the code of integrity prescribed in Clause 5.6 hereinabove, it may debar the Bidder for a period of 3 (three) years from the date of such breach.
- 5.7.2** 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 earlier 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.
- 5.7.3** NHM-MP shall not debar a Bidder under this section unless such Bidder has been given a reasonable opportunity of being heard.

## **5.8 Language**

- 5.8.1** Bidder shall deliver all Bidding documents in English language only.
- 5.8.2** If any other documents submitted as part of the Proposal are in a language other than English, the Bidder shall submit an English translation for the same, which is duly attested and notarized as per applicable laws along with the copy of the original document. For all purposes of evaluation of the Proposal, the translation provided in English shall prevail.
- 5.9.3** 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.
- 5.9.4** 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.

## **5.9 Taxes and Duties**

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

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

- 5.10.1** Failure of the Bidder or 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.

## **5.11 No Partnerships**

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

## **5.12 Signing of Contract**

- 5.12.1** 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.

### **5.13 Miscellaneous**

- 5.13.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.13.2** NHM-MP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (ii) consult with any Bidder in order to receive clarification or further information;
  - (iii) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (iv) retain any information and/or evidence submitted to NHM-MP by, on behalf of and/or in relation to any Bidder; and/or
  - (v) 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.
- 5.13.3** 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.
- 5.13.4** 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.
- 5.13.5** NHM-MP reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 5.13.6** The Selected Bidder/Agency shall bear all the expenses regarding delivery of services.
- 5.13.7** 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.
- 5.13.8** The Selected Bidder/Agency shall execute the whole work in strict accordance of instructions and directions issued by NHM-MP from time to time.
- 5.13.9** 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.
- 5.13.10** 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.
- 5.13.11** In addition to the provisions enumerated in this RFP, 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.

**5.13.12** The Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

(a) Agreement;

(b) the RFP.

i.e. the Agreement at (a) above shall prevail over the RFP at (b) above.

## SECTION 6. ANNEXURE

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### ANNEXURE 1: COVER LETTER

(To be submitted on the letterhead of the Bidder)

To,

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

**Sub.: “Request for Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services”**

Dear Sir/Madam,

With reference to your RFP **Reference No: S. No./ N.H.M/ STORE/ 2024/17344 dated 09-01-2024**, we, having examined all relevant documents and understood their contents, hereby submit our Proposal for “*Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services 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 certify that in regard to matters other than security and integrity of the country, we/ or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could 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.
  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 Partners / 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 maybe.
  16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NHM-MP in connection with the selection of Agency or in connection with the Selection Process itself in respect of the abovementioned Project. We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
  17. We agree to keep this Proposal valid for 180 (one eighty) days from the Proposal Due Date specified in the RFP, or provide extension of period of Bid Validity, if so required by NHM-MP.
  18. We agree that if we fail to provide extension of period of Bid Validity, it will be construed that Bid is withdrawn and we will not be entitled to claim or receive any 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 (*PoA holder as per Annexure 6*)

*[In full and initials with Seal]:*

Name and Title of Signatory:

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

Address:

Telephone:

Email:

*(Name and seal of the Bidder)*

*[Location, Date]*

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

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

**Turnover and Net worth details for participation under the RFP for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh**

S. No.	Financial years	Turnover (INR)	Positive Net worth (Yes/ No)
1.	2020-21		
2.	2021-22		
3.	2022-23		
	Average Annual Turnover		

This is to certify that the Net worth of (*name of Bidder*) is Positive for last 3 (three) Financial Years i.e., 2020-21, 2021-22, 2022-23 as per the Audited Financial Statements.

**Note:**

- (a) Certificate issued by a statutory auditor/chartered accountant 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 Chartered Accountant/ 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/Statutory Auditor:

Name and seal of the firm:

Location, Date:

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

*[In full and initials with Seal]:*

Name and Title of Signatory:

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

Address:

Telephone:

Email:

*(Name and seal of the Bidder)*

*[Location, Date]*

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

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

Assignment Name:	Approx. value of the contract
Country: Location within Country:	Duration of assignment (months):
Name of Client:	
Address of Client:	Approx. value of the services provided by 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:**

- *The Annexure 3 is required to be provided for all the projects submitted by the Bidder with respect to the qualification criteria as mentioned in the RFP*
- *Kindly provide copies of supporting documents such as Letter of award/ work order/ agreement/ contract/ MoU and Client/Statutory/Chartered accountant certificate.*

**ANNEXURE-4: SELF-DECLARATION**  
(To be submitted on the letterhead of the Bidder)

To,

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

In response to the RFP **Reference No: S. No./ N.H.M/ STORE/ 2024/17344 dated 09-01-2024** for “Request for Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh”, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our 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/ICAI .
- (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 partners 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 (PoA holder as per Annexure 6)

[In full and initials with Seal]:

Name and Title of Signatory:

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

Address:

Telephone:

Email:

(Name and seal of the Bidder)

[Location, Date]

**ANNEXURE-5: BLACKLISTING AND PENDING SUIT DECLARATION**

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

**AFFIDAVIT**

1. I / We..... (Full name in capital letters starting with surname), the Partner / Holder of power of attorney of ..... the business, establishment / firm do hereby, in continuation of the terms and conditions underlying the RFP document and agreed to by me/us, give following undertaking. It is declared that the firm .....is 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. It is further declared that the firm ..... or any of its partners or employees are not banned by ICAI/SEBI/RBI or any other regulatory body nor any disciplinary proceedings are pending with such regulatory body.
4. 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 (*PoA holder as per Annexure 6*)

*[In full and initials with Seal]:*

Name and Title of Signatory:

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

Address:

Telephone:

Email:

*(Name and seal of the Bidder)*

*[Location, Date]*

**WITNESS:**

(1) Full Name .....

And Address .....

Signature .....

(2) Full Name .....

And Address .....

Signature .....

**ANNEXURE-6: FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

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

**POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. (Name), ..... R/o.....(name and address of residence) and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal/Bid for the “Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh”, for 3 (Three) years (“Project”) as defined under this RFP for the National Health Mission, Madhya Pradesh (“NHM-MP”), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the NHM-MP, representing us in all matters before the NHM-MP, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the NHM-MP in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the NHM-MP.

AND we 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 said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2024

**For** \_\_\_\_\_

(Signature of PoA giver)

(Name, Designation and Address with seal of the bidder)

**Accept**

\_\_\_\_\_

(Signature of PoA holder/acceptor)

(Name, Designation and Address with seal of the bidder)

**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-7: 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**

We hereby certify and confirm that in the preparation and submission of our proposal for RFP **Ref. No. S. No./ N.H.M/ STORE/ 2024/17344 dated 09-01-2024** for “*Request for Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh*”, 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. 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 \_\_\_\_\_, 2024

Yours sincerely,

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

*[In full and initials with Seal]:*

Name and Title of Signatory:

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

Address:

Telephone:

Email:

*(Name and seal of the Bidder)*

*[Location, Date]*

**ANNEXURE-8: 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

We, \_\_\_\_\_, hereby declare that we are/will not associate with any other firm/entity/Bidder submitting a separate application for RFP **Ref. No. S. No./ N.H.M/ STORE/ 2024/17344 dated 09-01-2024** for “*Request for Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh*”, under consideration.

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2024

Yours sincerely,

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

*[In full and initials with Seal]:*

Name and Title of Signatory:

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

Address:

Telephone:

Email:

*(Name and seal of the Bidder)*

*[Location, Date]*

**ANNEXURE-9: DECLARATION FOR EXISTENCE OF THE FIRM**

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

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

I / We (*Full name in capital letters*), Holder of Power of Attorney of \_\_\_\_\_ (*insert name of Bidder*) as the Partner certify and confirm that \_\_\_\_\_ (*insert name of the Bidder*) has been in existence for at least last 20 (twenty) consecutive Financial Years (Till FY 2022-23) and engaged in the business of auditing or financial advisory as CA firm and also in existence at the time of Proposal submission i.e., on Proposal Due Date.

Dated this \_\_\_\_ Day of \_\_\_\_\_ 2024

Yours sincerely,

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

[*In full and initials with Seal*]:

Name and Title of Signatory:

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

Address:

Telephone:

Email:

(*Name and seal of the Bidder*)

[*Location, Date*]

**ANNEXURE-10: FORMAT FOR PREBID QUERY AND CLARIFICATIONS**

The Bidder will have to ensure that their queries should reach through email at [tendersnhmmp@gmail.com](mailto:tendersnhmmp@gmail.com) in the prescribed format as mentioned below (In excel and pdf, both the formats)

<b>Bidder's Name:</b>			
<b>S. No.</b>	<b>RFP Reference &amp; Page number</b>	<b>Clause Details</b>	<b>Queries with Justification</b>

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

## **ANNEXURE-11: MASTER SERVICE AGREEMENT**

To

**“Work as Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services 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 [●], 2024. The effective date of Agreement is [●], 2024.

### **BY AND BETWEEN**

**National Health Mission-Madhya Pradesh**, registered as State Health Society under the Madhya Pradesh Society Registrarian Adhiniyam, 1973, having its registered office at Link Road No. 03, in front of Patrakar Colony, Bhopal 462003 Madhya Pradesh, hereinafter referred to as "**NHM-MP/Authority**" (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 Partnership Firm/ LLP) registered under the provisions of the [●] (insert name and year of Act under which registered) 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 intends to procure services of a service provider to work as “*Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh.*” (“**Project**”) and in this regard issued RFP with **Reference No: S. No./ N.H.M/ STORE/ 2024/17344 dated 09-01-2024**, subsequent Corrigendum No. [●] dated [●] respectively.
- B.** NHM-MP had prescribed the technical and financial terms and conditions and invited proposals from the eligible bidders pursuant to the RFP for undertaking the Project.
- C.** The Agency had submitted a Proposal in response to the RFP for “*Selection of a Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh*”, **Reference No: S. No./ N.H.M/ STORE/ 2024/17344 dated 09-01-2024** 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, inter alia, the execution of this Agreement within [●] days of the date of issue thereof and the Agency has complied the requirements set forth in the Work Order, inter alia, submission of the Performance Security (*defined hereinafter*).
- E.** The NHM-MP has accordingly agreed to enter into this Master Service Agreement with the Agency for implementation of the Project subject to and on the terms and conditions set forth hereinafter.
- F.** The Agency has agreed to meet the requirements and terms and conditions of the Scope of Work (Section 4 in the RFP) that it has bid for and in respect of which it has been successfully selected by the Authority as per the laid down bidding process in the RFP document.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OF THE MUTUAL**

**COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:**

**1. DEFINITIONS**

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

“**Agency**” 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 work as Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh.”.

“**Applicable Law**” shall mean the laws and any other instruments brought into force and effect by Government of India or the State 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.

“**Applicable Permits**” means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with performance of obligations hereunder during the subsistence of this Agreement;

“**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.

“**Arbitration Act**” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“**Bid**” means the documents in their entirety comprised in the bid submitted by the [selected bidder] in response to the Request for Proposals in accordance with the provisions thereof;

“**Contract Period**” shall mean a period of 3 (three) years from the date of signing of this Agreement.

“**Contract Value**” Shall be calculated as per received financial bid.

“**Damages**” shall have the meaning set forth in Sub-clause (m) of Clause 2;

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

“**Force Majeure**” or “**Force Majeure Event**” shall have the meaning ascribed to it in Clause 33 of this Master Service Agreement;

“**Good Industry Practice**” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Agency engaged in the same type of services as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Agency in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“**Government Instrumentality**” means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over the Project or the performance of all or any of

the services or obligations of the Agency under or pursuant to this Agreement;

**“Key Performance Indications or KPI”** shall have the meaning set-forth in Schedule 3;

**“Material Adverse Effect”** means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party

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

**“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the parties to this Agreement individually;

**“Performance Security”** shall have the meaning set forth in Clause \_\_\_;

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

**“Scope of the Project”** shall have the meaning set forth in Section 4 of the RFP;

**“Re.”, “Rs.” or “Rupees” or “Indian Rupees”** means the lawful currency of the Republic of India;

**“RFP”** means the request for proposal with Ref No.....dated .....2024 pursuant to which proposals were invited by NHM-MP for **“Selection of a Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services 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 Financial, Accounting, Taxation and Agreement-related consultancy services to be provided by the selected Agency to National Health Mission, Madhya Pradesh..

**“Tax”** means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature called by whatsoever name (whether Central, State or local) on the goods, materials and services incorporated in and forming part of the Project and Services charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

## **2. INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- (a) A reference to the singular shall include a reference to the plural and vice- versa; and a reference to any gender shall include a reference to the other gender.
- (b) A reference to any Article, Clause, Schedule shall be to an Article, Clause, Schedule of this Agreement.
- (c) The Schedules form an integral part of this Agreement. In the event of any conflict between any provision of the Articles and any provision of the Schedules, the provision of the Articles shall prevail.
- (d) In case of ambiguities or discrepancies between two or more Articles or Clauses of this Agreement, the provisions of a specific Article or Clause relevant to the issue under consideration shall prevail over those in other Articles or Clauses;
- (e) Reference to any law or regulation having the force of law includes a reference to that law or regulation as from time to time amended, modified, supplemented extended or re-enacted.
- (f) Any reference to the calendar shall be construed as reference to the Gregorian calendar.
- (g) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- (h) The headings of the Articles, Clauses and Schedules, Attachments in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

- (i) The words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases.
- (j) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last date of such period.
- (k) The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply;
- (l) All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, notated or assigned from time to time.
- (m) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per-diem basis or otherwise, are mutually agreed genuine pre-estimate of loss and damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”).
- (n) Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Agency to the Authority shall be provided free of cost and in 3 (three) copies, and if the Authority is required to return any such documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.
- (o) Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

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

Schedule 1: Scope of Work (Section 4 in the RFP Ref. No. **S. No. N.H.M./Store/2024/.....dated .....2024**)

Schedule 2: Financial Proposal

Schedule 3: Key Performance Indicators (“**KPIs**”)

Schedule 4: Format of Performance Security (Schedule 4)

**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 Corrigendum/amendment/modification done by the NHM-MP.
- (b) NHM-MP will make payments to the Agency in accordance with the provisions of the Agreement, Work Order and RFP document.

**5. Agreement Commencement and Execution**

**Commencement, Completion and Termination of Agreement**

- (a) Effectiveness of Agreement: This Agreement shall be effective from the date of signing of this Agreement by both the Parties i.e., NHM-MP and the Agency.
- (b) Commencement of Services: The Agency shall commence services from the date notified by NHM-MP.

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. Representations and Warranties by Agency**

The Agency hereby represents and warrants to the Authority that on the date hereof and as on the Effective Date:



- (a) the Agency is incorporated/registered under the laws of India and has been properly constituted and is in continuous existence since incorporation/registration;
- (b) the Agency has full power and authority and has taken all corporate actions necessary to execute and deliver validly and to exercise its rights and perform its obligations validly under this Agreement;
- (c) has the financial standing and capacity to undertake the Project in accordance with the terms of this Contract;
- (d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (f) 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 Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (g) 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 Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (h) 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 Agreement;
- (i) all information provided by the selected bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
- (j) 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 Agreement or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and
- (k) Neither Selected Bidder have intentionally withheld from the Authority, any material information or material document, whose non- disclosure would have a material adverse effect or would have adversely affected the evaluation or acceptance of the selected bidder or the bid submitted by the selected bidder.

## **7. Representations and Warranties by Authority**

The Authority hereby represents and warrants to the Agency:

- (a) the Authority has the right, power and authority and has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;
- (c) it has the financial standing and capacity to perform its obligations under this Agreement;
- (d) the obligations of Authority under this Agreement will be legally valid, binding and enforceable obligations against Authority in accordance with the terms hereof; and
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement;

## **8. Disclosure**

- (a) In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue or incorrect, then such Party shall immediately notify the other Party of the same. 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 a Party under this Agreement.
- (b) Neither the Authority 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 the Authority to the Agency in relation to the Project; and/or
  - (ii) any failure to make available to the Agency any materials, documents or other information relating to the Project.

## **9. 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 and Scope of Work.
- (b) Upon written request from the Agency, and subject to the Agency complying with Applicable Laws, provide reasonable support and assistance to the Agency in procuring Applicable Permits required from any Government Instrumentality for performance of services as per Scope of Work. The Authority agrees and undertakes that it shall not unreasonably delay or withhold provision of any such reasonable support or assistance to the Agency;

## **10. 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’ of the RFP 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 Partners 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 12 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; and
- (e) The Agency shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person;

## **11. Period of Contract**

The term of the Contract shall be initially for a period of 03 (three) years (“**Contract Period**”). The Contract will be renewed annually based on the performance of the Agency as per the defined KPIs of this Agreement. The Contract, post 03 (three) years, may be extended further for a period of 01 (one) more year based on the performance of the Agency and mutual agreement between NHM-MP and the Selected Agency. The maximum extension of the engagement of the Agency shall be up to 02 (two) years only and at the sole discretion of NHM-MP. Any award or renewal of the Contract pursuant to this RFP shall be subject to the terms of this Bidding Documents & any Corrigendum issued thereunder. At the time of renewal, if any clause may have to be modified, then that shall be included and agreed upon mutually.

## **12. Performance Security**

- (a) The Agency shall have, for the performance of its obligations hereunder during the Contract Period, provided to the Authority before the execution of this Contract, an irrevocable and unconditional guarantee from a Bank with a minimum validity of 12 months at a time for a sum equivalent to 10% of the total Contract Value in the form set forth in Schedule - 4 (the "**Performance Security**"). The Performance Security shall be rolled over annually and shall be renewed three (3) months prior to the expiry of previous year's Performance Security, meaning thereby that the Agency shall furnish a fresh Performance Security for each subsequent year of the same amount as mentioned in this Clause, until the expiry of the Contract Period.
- (b) Until such time the first annual Performance Security is provided by the Agency pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Agency.
- (c) The Performance Security will be retained by NHM-MP until the completion of the Contract Period and be released 60 (sixty) days after the expiry of the Contract Period. 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 Schedule 3 of this Agreement.
  - (ii) The Agency or its employee(s) is involved in any unlawful activity during its engagement with NHM-MP.
  - (iii) In case the Agency fails to comply with approved exit management period.
  - (iv) Upon occurrence of Agency Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Agency Default.
- (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 and Authority shall be entitled to terminate this Agreement.

## **13. Change of Scope of Work**

- (a) The Authority may, notwithstanding anything to the contrary contained in this Agreement, but subject to Section 4 (Scope of Work) of the RFP, either require the provision of additional services, which is not included in the Scope of the Project under this Agreement or decide to remove any service from the Scope of Work ("**Change of Scope**").
- (b) In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Agency a notice specifying in reasonable detail the addition/ deletion of the services contemplated under the Agreement (the "Change of Scope Notice").
- (c) In case a Change of Scope Notice is issued by the Authority, within 7 days of receiving the notice the Agency shall communicate to the Authority the options for implementing the proposed Change of Scope and the resultant impact (increase or decrease) on the payment to the Agency under this Agreement for executing the Change of Scope. Upon receipt of the aforesaid information and analyzing the proposed payment modification received from the Agency for the Change of Scope, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Agency, and the Parties shall, on best efforts basis agree on the terms thereof within 30 days of the Change of Scope Notice. Upon reaching an agreement, the Authority shall issue an order (the Change of Scope Order) requiring the Agency to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Agency

to proceed with the performance thereof pending resolution of the dispute in accordance with the terms of this Agreement.

- (d) The Parties shall agree to the revised payable fee based on mutual agreement. However, the Change of Scope shall not be more than 20% of the total Contract Value.

#### **14. Authority Representative**

The Authority shall appoint an official nodal officer or duly authorized representative, and if deemed necessary, may also engage a third party, to oversee and monitor the progress of the Project as well as the provision of services outlined within this Agreement.

#### **15. 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) Clarification and Corrigendum, if any; and
- (iv) RFP

#### **16. 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, or unjustified and repeated delays in execution and implementation of the Project, NHM-MP will issue a notice in writing to the Agency. If the Agency fails to provide an explanation or resolve the issues raised within time allotted, then NHM-MP shall be entitled to terminate the Agreement. In this case, the Performance Security shall be forfeited.

#### **17. 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.

#### **18. Sub-Contracting**

The Agency shall not subcontract Scope of Work, or any part thereof outlined in this Agreement to a third party without the prior written consent of the Authority. In the event that subcontracting is approved by the Authority, the Agency shall remain fully responsible for the performance of the subcontracted work, and any subcontracts shall be subject to the terms and conditions of this agreement.

#### **19. 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

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

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

## **21. 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 such Agency in writing to NHM-MP and such change shall not relieve Agency, from any liability under the Contract.
- (c) The Agency shall grant to the Authority and its representative such access to the records and data maintained by Agency, as the Authority and its representative would require to supervise, monitor and ensure that the services provided by the Agency comply with the service requirements and other terms of this Agreement. In addition to the above, the Agency shall, submit the following reports to the Authority on a regular basis:
  - (1) Monthly activity report
  - (2) Reports on various indicators of performance measurement as specified in this Agreement
  - (3) Such other reports/ information (or analysis thereof) in relation to the Project that Authority may request from time to time.

## **22. Maintenance of Records**

- (a) The Agency shall maintain accurate, up-to-date and complete financial records and other records of the Services in accordance with the requirements of Applicable Laws and this Agreement.
- (b) The Agency shall make available, and, if reasonably requested by the Authority, provide copies of, on reasonable notice by the Authority and at reasonable times, the records referred to in Clause 22 for inspection by the Authority and/or representative. The Authority shall be entitled to appoint one or more authorized representatives to check and take copies of any such records. The Agency shall provide the Authority and/or representative with such further information, explanations and other assistance as may be reasonably required by the Authority or any of its authorized representatives for the purpose of checking any of such record.

## **23. Rights of Inspection**

The Authority and its representatives shall be permitted to undertake any survey or other check in order to monitor compliance with the Agency's obligations under this Agreement, or check the quality of Service performance by the Agency, or for any other reason whatsoever, for which purpose the Agency shall grant such access or procure the grant of such access (including to or from third parties) as they shall reasonably require in connection therewith, provided that such persons shall not interfere with the performance of the relevant works or give any instruction in relation thereto or interfere with the carrying on of the services. If any such exercise reveals that the Agency has not complied in any material respect with its obligations under this Agreement, the costs of any such inspection shall be borne by the Agency.

## **24. Remedial Measures**

The Agency shall promptly and in any case within the timelines set out under this Agreement repair or rectify the defects or deficiencies, if any, identified and reported by the Authority and its representative and furnish a report in respect thereof to the Authority.

## **25. Notification of Disputes**

The Agency shall notify the Authority of any dispute that arises or is threatened against the Agency, the adverse outcome of which might have a Material Adverse Effect on the Agency.

## **26. Information Warranty**

The Agency hereby warrants to the Authority that all other information provided to the Authority under this Agreement is true, accurate and complete in all material respects.

## **27. Periodic Status Report**

- (a) The Agency shall during the Contract Period, furnish to the Authority a quarterly report, setting forth the details provided in Clause (b), by no later than 7 (seven) days after the end of each quarter.

- (b) The report specified in Clause (a) shall state in reasonable detail the compliance of all the Key Performance Indicators specified in Schedule 3 of this Agreement along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance and Services of the Project.

## **28. Safety Requirements**

- (a) The Agency shall in performing its obligations under this Agreement comply with and procure that its personnel comply with all Applicable Laws, Applicable Permits, requirements of the Authority.
- (b) The Agency shall adhere to standard safety procedures and standard operating procedures which are required to be adhered to as Good Industry Practices.

## **29. Payment Terms**

### **29.1. Invoicing and Payment**

- No advance payment shall be made by NHM-MP at the time of signing of Contract with Selected Agency
- Rates (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 rates agreed upon in the Financial Proposal
- NHM-MP shall reimburse the Selected Agency on a monthly basis for the services provided during the Contract Period.
- The payment shall be calculated on monthly fees as provided under section of the Financial Proposal format.
- The Contract shall be renewed based on the performance of the Selected Agency as per the defined KPIs.
- The Selected Agency shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for providing proper and efficient working of the Project during Contract Period
- Invoices for payment for each month to be submitted by 10th (tenth) day of the next month
- The payment will be subject to deduction of taxes at source (TDS) as per Income Tax Rules/ GST [“(Goods and Service Tax”) if applicable] and other statutory deductions as per Applicable Laws
- GST, (if applicable), should not be included in the Proposal rates and shall be paid by NHM-MP separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the Proposal price
- All the remittances due to the Selected Agency for all payments relating to monthly reimbursement of the invoices or any other payments related to the Project that shall become due in favour of the Selected Agency, shall be remitted to the bank account of the Selected Agency
- All the payments will be made in Indian Rupees (INR) only
- Payments shall be subject to deductions of any amount for which the Selected Agency is liable as per the penalty clauses set out in the RFP/ Contract
- Invoice with Monthly Progress Reports and any other documents/proofs would have to be submitted to NHM-MP. The Selected Agency must provide additional/ supplementary documents for verification of the invoices to NHM-MP, if required from time to time
- 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

**29.2. Disputed Invoice** 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 the NHM-MP, etc. to support the disputed Invoice amount or any other payment related matter; however, the decision of the Nodal NHM-MP in this matter shall be considered as final.

- ii. Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding and amicable settlement between the parties.

### **29.3.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 month. In the event of the subsequent default, NHM-MP shall recover the liquidated damages from the invoices of the subsequent month(s). Without prejudice to its other rights and remedies hereunder or in law, NHM-MP shall be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as damages for such default by the 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.

### **30. 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/Agreement and maintain confidentiality of information. This Agreement in its entirety is subject to Copyright Laws.
- (b) The Agency shall be held responsible for any misuse of information contained in the RFP document, Agreement and any other document in writing shared with the Agency in relation to the Selection Process and shall be liable to be prosecuted by 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
- (e) The Agency is obliged to protect the confidentiality with regard to all aspects of the information provided to it. The only exception to this mandate of confidentiality is if the law requires the revelation of certain information, or if there is a serious and identifiable risk to a specific person and/ or community.

### **31. 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.

### **32. No Partnerships or association or joint venture**

The Parties expressly do not intend hereby to form a partnership, either general or limited, or an association or a joint venture in any form under any jurisdiction's laws. The Parties do not intend to be partners to one another, or partners as to any third party, or create any fiduciary relationship or an association or joint venture among themselves, solely by virtue of their relationship as governed by the terms of this Agreement. To the extent that any Party, by word or action, represents to another Person that any other Party is a partner, or a joint venture partner or associate, the Party making such

representation shall be liable to any other Party that incur any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including to any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened legal action or proceeding) arising out of or relating to such representation.

**33. Force Majeure (“Force Majeure”)**

- (a) Neither Party shall be responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the Force Majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions or any other acts or event beyond the control of the Party claiming Force Majeure, provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence or cession.
- (b) Force Majeure shall not include,
  - (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees; nor,
  - (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of being assigned the work and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- (c) A Party affected by an event of Force Majeure shall immediately notify the other Party within 7 (seven) working days of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (d) The failure of a party to fulfill any of its obligations under the Work Order/ Contract shall not be considered to be a breach of, or default under the Work Order/ Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event,
  - (i) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Work Order/ Contract;
  - (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.

**34. EVENTS OF DEFAULT AND TERMINATION**

**i. 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 or warranty made by the Agency under this Agreement is found to be false or misleading;
- (d) The Agency has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (e) The Agency is in material breach of any of its obligations as mentioned in Clause 10 of this Agreement;
- (f) Any other instance explicitly mentioned in this Agreement as having constituted an event of default;
- (g) the Agency is adjudged bankrupt or insolvent;
- (h) the Agency has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (i) a resolution for winding up of the Agency is passed, or any petition for winding up of the Agency is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 15 days of the date thereof or the Agency is ordered to be wound up by Court;



- (j) breach of obligations under the Agreement resulting in liquidated damages levied in respect of such breach, reaching the prescribed threshold in accordance with terms hereof;
- (k) the Agency submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;
- (l) the Agency fails to ensure data confidentiality as per the Applicable Laws;
- (m) the Agency has failed to fulfil any obligation and for which failure Termination has been specified in this Agreement;
- (n) any material breach by the Agency of its obligations under this Agreement and such breach is not remedied within 60 days of receipt of written notice from the Authority specifying such breach and requiring the Agency to remedy the same; provided that if such breach cannot be cured within a period of 60 days after such notice with the exercise of reasonable diligence, then such 60-day period shall be extended for an additional period of 30 days so long as Agency is exercising reasonable diligence to cure such breach;

**ii. Authority's Event of Default**

- a) any breach of its obligations under this Agreement which has a Material Adverse Effect and such breach is not remedied within 60 days of receipt of written notice from the Agency specifying such breach and requiring the Authority to remedy the same; provided that if such breach cannot be cured within a period of 60 days after such notice with the exercise of reasonable diligence, then such 60-day period shall be extended for an additional period of 30 days so long as Authority is exercising reasonable diligence to cure such breach;
- b) a breach of any representation or warranty by Authority which materially adversely affects the Agency's ability to perform its obligations under this Agreement and such breach, if capable of being remedied, is not remedied within 60 days of receipt of written notice from the Agency specifying such breach and requiring the Authority to remedy the same;
- c) Authority has failed to make any payment due to the Agency within the period and timelines specified in this Agreement; and
- d) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

**iii. 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 30 (i) hereinabove, NHM-MP shall be liable to pay the balance remaining payments for the Services performed as on the date of termination shall be released within 06 (six months) from the date of such termination, after adjusting any Damages payable to Authority by 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 event of termination resulting under the aforesaid Clause 30 (ii) hereinabove, NHM-MP shall be liable to make no payments in favor of the Agency; however, NHM-MP will release the Performance Security and the balance remaining payments for the Services performed as on the date of termination, shall be released within 06 (six months) from the date of such termination.
- (d) 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.

**iv. Termination for Convenience**

Either Party, by giving 60 (sixty) 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.

**v. 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.

**vi. Premature Termination of Agreement**

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

**vii. Survival of rights**

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money, damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations

**35. Continuity of Operations**

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

**36. Intellectual Property Permits**

The Agency shall ensure that if any designated devices, materials or any process are covered by Intellectual Property, the right for such use shall be secured by the Agency by suitable legal arrangements and agreements with the Intellectual Property owner or person empowered to assign the Intellectual Property. A copy of the agreement shall be filed with the Authority.

**37. 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.

**38. Severability**

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

**39. 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.

**40. Notices**

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

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

**41. Modification of Agreement**

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

**42. 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.

**43. Arbitration**

- (a) Any disputes, differences of opinion, claims and controversy (“**Dispute**”) arising out of, relating to, or in connection with this Agreement, termination or validity thereof, shall initially be resolved by amicable negotiations between the Parties and, if not resolved through such negotiations within 30 (thirty) days of a written notice of the existence of such Dispute, be finally settled by arbitration. The Parties agree that the Dispute shall be referred to the sole arbitrator appointed mutually by the Parties who shall be based in Bhopal and in case the Parties are not able to agree upon the sole arbitrator, within a period of 15 (fifteen) days, then the arbitration shall be conducted by a panel of three arbitrators, one arbitrator being appointed by each of the Parties and the third arbitrator appointed by the two arbitrators so appointed
- (b) The arbitration shall be conducted in accordance with the provisions mentioned under Madhya Pradesh Madhyastham Abhikaran Adhiniyam, 1983 and its amendments thereof in effect at the time of the arbitration or any statutory modification thereof. The seat of the arbitration shall be Bhopal, Madhya Pradesh, India and it shall be conducted in the English language and all written documents used during the arbitration shall be in English
- (c) During any period of arbitration, there shall be no suspension of this Agreement. During the arbitration, the Agency shall continue to fulfill its obligations under this Agreement 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 41 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

**44. Savings Clause**

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

**45. No Agency**

No Party to this Agreement shall act as an agent of the other Party to this Agreement or have any authority to act for or to bind the other Party to this Agreement unless specifically authorized in writing by that Party.

**46. Entire Agreement**

This Agreement constitutes the whole agreement between the Parties to this Agreement relating to the subject matter hereof.

**47. Language**

All notices, certificates, correspondence or other communications under or in connection with this Agreement, any other Project Agreement or the Project shall be in English.

**48. Assignment**

(a) By Agency

Save and except otherwise permitted by this Agreement, the Agency shall not assign, transfer, mortgage, charge, sub-let, deal with, sub-contract, sub-license or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under this Agreement.

(b) By Authority

Without thereby implying any restriction on the Authority otherwise assigning, transferring, dealing with or granting rights in or over all or any of its rights or obligations under this Agreement, it is expressly recognized that, without requiring the consent of the Agency:

- i. the Authority may assign the benefit of or create any other encumbrance upon all or any of its rights hereunder; and
- ii. the Authority may assign and transfer all or any of its rights and obligations under this Agreement subject to the Authority guaranteeing to procure full and complete observance and performance of all such obligations by the assignee (such guarantee to be in a form reasonably acceptable to the Agency).

**49. Waiver of Immunity**

The Authority hereby agrees that the execution, delivery and performance by it of this Agreement constitute private and commercial acts rather than public or governmental acts and accordingly, no immunity from proceedings brought against it or its assets in relation to this Agreement shall be claimed on the ground that the execution, delivery and performance by it of this Agreement constitute public or governmental acts.

**50. Miscellaneous**

(a) This Agreement shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Agreement.

(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) The Agency shall bear all the expenses regarding delivery of Services under the Project.

(d) The Agency shall not, under any circumstances, revise the rates/Price already approved for Services. Any request for an increase in the rates will not be entertained under any circumstances during the Contract Period.

(e) The Agency shall execute the whole Scope of Work in strict accordance with the directions of NHM-MP.

(f) NHM-MP shall reserve the right to make any alterations in or additions to the original Scope of Work as per the terms of this Agreement. 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.

- (g) 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.
- (h) In addition to the provisions enumerated 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.

**51. Original Document**

This Agreement is made in two (2) original copies, each having the same contents and the Parties have read and thoroughly understand the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

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

<p><b><u>Signed, Sealed and Delivered:</u></b> (On behalf of National Health Mission, Madhya Pradesh)</p>  <p>Mission Director/ The Nodal, National Health Mission Link road no. 03, In front of Patrakar Colony, Bhopal 462003, Madhya Pradesh Email: <a href="mailto:tendersnhmmp@gmail.com">tendersnhmmp@gmail.com</a> Tel. No.: 0755-4092595</p>	<p><b><u>Signed, Sealed and Delivered:</u></b> [On behalf of Agency]</p> <p>The Common Seal of the Agency has been affixed pursuant to the resolution passed by the Partners of the Agency at its meeting held on the ___day of __2024 hereunto affixed in the presence of _____, Partner who has signed these presents in token thereof and _____.</p> <p>Authorized Signatory who has countersigned the same in token thereof;</p> <p>(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)</p>
<p><b><u>In the Presence of:</u></b></p> <p>Witness</p> <p>1.</p> <p>2.</p>	

{*SCHEDULE 1: Scope of Work*}

{*SCHEDULE 2: Financial Proposal*}

{*SCHEDULE 3: Key Performance Indicators (KPIs)*}

**SCHEDULE 2: Financial Proposal**

<b>Price Bid - Request for Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh</b> <b>(To be submitted online only)</b>		
<b>Tender Inviting Authority</b>	<b>National Health Mission - Madhya Pradesh (NHM-MP)</b>	
<b>Name Of Work</b>	<b>Financial Proposal for Selection of Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services for National Health Mission, Madhya Pradesh</b>	
<b>Name of the Bidder</b>		
<p><b>I/We, the undersigned Bidder, having read &amp; examined in detail, the RFP document, the receipt of which is hereby duly acknowledged. I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards &amp; in conformity with the said RFP document for the same.</b></p>		
<b>S. No.</b>	<b>Particulars</b>	<b>Total Amount in INR (Excl. GST)</b>
<b>A.</b>	<b>Monthly Service Charges/Fees (in Figures):</b>	
	<b>Monthly Service Charges/Fees (in Words):</b>	
<b>Terms &amp; Conditions: -</b>		
<b>1</b>	<b>Above quoted rates include all taxes, duties, fees, levies, works contract tax, cost of insurance and other charges as may be applicable in relation to the activities proposed to be carried out except for GST, which shall be payable extra as per prevailing rates</b>	
<b>2</b>	<b>NIL Value or any value less than INR 150000 (INR One lakh fifty thousand) quoted shall lead to rejection of proposal</b>	
<b>3</b>	<b>The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms mentioned in RFP</b>	
<b>4</b>	<b>The amount mentioned in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. Any tampering with the financial format will lead to rejection of proposal and/or disqualification of bidder at the discretion of NHM-MP</b>	

#### **SCHEDULE 4**

#### **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act)

Ref.:

Bank Guarantee:

Date:

Dear Sir/Madam,

In consideration of .....[*Name of Client*] (hereinafter referred as the 'NHM-MP', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [*name of Selected Agency*] a [*provide nature of organisation*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the 'Selected Agency', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Award for preparation "to work as Chartered Accountant (CA) firm to provide Financial, Accounting, Taxation and Agreement-related consultancy services 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.