

Government of Madhya Pradesh



Request for Proposal for Selection of an Agency to provide Highly Skilled and Skilled Manpower Services at the National Health Mission Office in Bhopal, Madhya Pradesh

Issued by:

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

1. This RFP document is neither an agreement nor an offer by the National Health Mission, Madhya Pradesh, (hereinafter referred to as “**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.
2. 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 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 check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. NHM-MP will not have any liability to any prospective Bidder/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, 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 Assignment. 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.
4. 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 or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. NHM-MP also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Proposal.
5. 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.
6. 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 on the Madhya Pradesh Government e Procurement System website: <https://mptenders.gov.in>

NOTICE FOR REQUEST FOR PROPOSAL

“RFP for Selection of an Agency to provide Highly Skilled and Skilled Manpower Services at the National Health Mission Office in Bhopal, Madhya Pradesh”

National Health Mission, Madhya Pradesh, (NHM-MP), Government of Madhya Pradesh, plans to engage an agency to provide Highly Skilled and Skilled Manpower, 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 Madhya Pradesh Government eProcurement System website <https://mptenders.gov.in> and www.nhmmp.gov.in.

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

S. No	Description	Date & Time
1.	Publish Date	30/12/2020
2.	Bid Opening Date	22/01/2021
3.	Document Download/Sale Start Date	30/12/2020
4.	Document Download/Sale End Date	21/01/2021
5.	Bid Submission Start Date	11/01/2021
6.	Bid Submission End Date	21/01/2021
7.	Prebid Meeting Date and time	07/01/2021; at 03:00 PM
8.	Prebid Meeting Address/ Portal	Via Videoconferencing. Details Below: (Link details to be placed here)
9.	Bid Validity (Days)	180 days
10.	Period of Work (Days)	730 days (2 years)
11.	Location	Madhya Pradesh
12.	Pin code	462011
13.	Pre-Bid Meeting Place	National Health Mission, Bhopal
14.	Pre-Bid Meeting Address	NHM, 8, Arera Hills, Old Jail Road, Bhopal 462011 Madhya Pradesh
15.	Bid Opening Place	NHM, Bhopal
16.	Product Category	Services
17.	Nature of Work	Selection of an Agency to provide Highly Skilled and Skilled Manpower Services at the NHM Office in Bhopal, Madhya Pradesh
18.	Proposals invited by	Mission Director, National Health Mission 8, Arera Hills, Old Jail Road, Bhopal 462011 Madhya Pradesh
19.	Date of Opening Financial Presentations	Will be communicated to the shortlisted bidders after Technical Proposal evaluation
20.	Mode of Submission of Proposal	Online on https://mptenders.gov.in
21.	Address for Communication for Pre-Bid Queries	8, Arera Hills, Old Jail Road, Bhopal 462011 Madhya Pradesh

*Selection of an Agency to provide Highly Skilled and Skilled
Manpower Services at the NHM Office in Bhopal, Madhya Pradesh*

		Email: storenhm@gmail.com
22.	Website for Downloading RFP Document, Corrigendum/ Addendum and Any Other RFP related Information	https://mptenders.gov.in www.nhmmmp.gov.in
24.	Cost of RFP Document	Rs. 2,000/- (Rupees Two Thousand)
25.	Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two Lakhs)
25.	Performance Security	Rs. 15,00,000/- (Rupees Fifteen Lakhs)
26.	Method of Selection	Least Cost Selection (L-1)

Note-

- Amendments/ Corrigendum to the RFP, if any, would be published on website only, and not in newspaper.
- NHM-MP reserves all the rights to cancel the tender process and reject any or all the proposals at any point of time.
- No contractual obligation whatsoever shall arise from the RFP document/process unless and until a formal contract is signed and executed between NHM-MP and the Selected Bidder.
- To participate in the e-tendering process, the bidder/s are required to get themselves registered (if not registered already) with Madhya Pradesh Government Centralized e-Procurement portal, i.e., <https://www.mptenders.gov.in>. Bidders may contact the helpdesk at the following address, “e-Procurement HELP DESK, National Health Mission, 8, Arera Hills, Jail Road, Bhopal, Phone No. 0755- 4092503. (Timings: Every Day from 10:00 AM to 06:00 PM) or may visit the link “Vendor Info” at <https://www.mptenders.gov.in>
- NHM-MP disclaims any factual or other errors in the RFP document (the onus is purely on each Proposers to verify such information) and the information provided therein are intended only to help the Proposers to prepare a proposal in accordance with the terms and conditions as set out in this RFP document/process
- Payment of EMD and Tender Fee shall be exempted for eligible bidders as per section 2.5(b) given in the RFP document.

Issuing Authority

Mission Director,
National Health Mission - Madhya Pradesh (NHM-MP),
Public Health and Family Welfare Department,
Government of Madhya Pradesh
8, Arera Hills, Old Jail Road, Bhopal, Madhya Pradesh 462011

ABBREVIATIONS & DEFINITIONS

Agency	The selected Bidder with whom the Contract is signed after completion of all requirements in terms of the RFP document.
Authorised Signatory	The Agency's representative/ officer vested explicitly, by means of a Power of Attorney as per this RFP with the powers to commit the authorizing organization to a binding agreement. In case of a corporate body, such power of attorney has to be supported by a board resolution duly certified by the company secretary/director of such corporate body. Also called signing officer having the Power of Attorney (PoA) from the competent authority of the respective firm.
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.
Contract/ Procurement Contract	The contract to be entered between the NHM-MP and the selected Bidder for undertaking the Project.
Day	A calendar day as per GoMP.
EMD	An Earnest Money Deposit provided to the NHM-MP by a Proposer for securing the fulfilment of any obligation in terms of the provisions of the RFP documents.
GoI	Government of India
GoMP/State Government	Government of Madhya Pradesh
INR /Rs.	Indian Rupee
IT	Information Technology
NHM-MP	National Health Mission-Madhya Pradesh
Notification	A notification published in the Official Gazette
Project Site	Wherever applicable, means the designated place or places
Proposal/Bid	A formal offer made in pursuance of an invitation by NHM-MP and includes proposal or quotation in response to this RFP
Proposer/ Bidder	Any person/ firm/ company/ contractor/ supplier/ agency participating in the procurement/ RFP process
RFP document	Documents issued by the NHM-MP in relation to this RFP process, including any amendments thereto, that set out the terms and conditions of the given procurement
Selected Bidder	Bidder who will be declared successful after completion of the entire process of evaluation as defined under this RFP
Selection Process or Tender Process	The process of procurement extending from the issue of invitation to receipt and evaluation of proposals till the award of the Contract or cancellation of the Selection/Tender Process, as the case may be
WO	Work Order
AY	Assessment Year
EPF	Employee Provident Fund
ESIC	Employee State Insurance Corporation
FY	Financial Year
GST	Goods and Services Tax
ITR	Income Tax Returns
LoI	Letter of Intent
NHM	National Health Mission
NIC	National Informatics Centre
NIT	Notice Inviting Tender
PS	Performance Security
L1	Least Financial Quote Bidder

SECTION 1. LETTER OF INVITATION

Introduction

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

At the State level, the National Health Mission, functions under the overall guidance of the State Health Mission (SHM) headed by the Chief Minister of the State. The State Health Society (SHS) carries the functions under the Mission and is headed by the Chief Secretary. The State Level office of the NHM-MP is the official seat from where the Mission Director, NHM-MP and other NHM Office bearers carry out their roles and responsibilities. Other allied Health departments under the NHM-MP such as Public Health, Referral Transport, Maternal Health, etc. also operate from the same premises. To ensure efficient inter-departmental functioning of the manifold departments and support amongst staff at NHM-MP office, requires the availability of personnel of Highly Skilled and Skilled categories such as Computer Operator and Data Entry Operator on a daily basis.

In the light of the above, National Health Mission, Madhya Pradesh, is planning to select an agency to provide Highly Skilled and Skilled Manpower Services at the NHM office to work on a daily basis.

The Contract will be signed with the selected Bidder/s initially for a period of Two (2) years. The Contract will be renewed every year based on the performance of the selected Bidder as per the defined KPIs. The Contract, post Two (2) years, may be extended further for One (1) year based on the performance of the selected Bidder and mutual agreement. The maximum extension of the engagement of the Selected Bidder shall be up to One (1) year only.

Objectives

The main objectives to outsource the manpower services to a selected agency are:

- i. To supply Highly Skilled and Skilled manpower for the identified vacant positions and as required by NHM-MP from time to time.
- ii. To undertake end to end screening of the personnel along with a thorough background check prior to shortlisting suitable candidates on behalf of NHM-MP.
- iii. To ensure that only such personnel is deployed, which are sufficiently qualified with experience to perform all the assigned duties.
- iv. To ensure that the deployed personnel perform their duties and assigned tasks as per NHM-MP requirements while maintaining confidentiality of the work.
- v. To provide replacement of personnel with equivalent or higher qualifications to ensure smooth functioning of daily operations at NHM-MP.

Documents for Submission

S. No.	Documents to be submitted
1	Documents as mentioned for pre-qualification, technical qualification and any other supporting document as requested in the RFP and as deemed suitable by the Bidder to support the facts and figures stated in the proposal of the Bidder.
2	ANNEXURE 1: COVER LETTER
3	ANNEXURE 2: AVERAGE ANNUAL TURNOVER OF BIDDER
4	ANNEXURE 3: FORMAT FOR TECHNICAL PROPOSAL
5	ANNEXURE-4: SELF-DECLARATION
6	ANNEXURE-5: BLACKLISTING AND PENDING SUIT DECLARATION
7	ANNEXURE 6: FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
8	ANNEXURE 7: FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY
9	ANNEXURE-8: FORMAT FOR AFFIDAVIT FOR SOLE PROPRIETORSHIP FIRM

Please Note:

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

SECTION 2. INSTRUCTION TO THE BIDDERS

2.1 Introduction

- a. NHM-MP will select an Agency in accordance with the method of selection specified in the RFP. The selection of Agency 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.
- b. The Bidders are invited to submit Technical and Financial Proposals (collectively called as “**the Proposal/Bid**”), as specified in the Schedule of RFP, for the services required for the Assignment. The Proposal will form the basis for grant of Work Order/Contract to the selected Agency. The Agency shall carry out the assignment in accordance with the Scope of Work RFP (the “**SOW**”).
- c. The Bidder shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.
- d. Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHM-MP or any other costs incurred in connection with or relating to its Proposal. The NHM-MP is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to execution of the Contract, without thereby incurring any liability to the Bidders.
- e. NHM-MP requires that the Bidder hold NHM-MP’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of NHM-MP and the Project.
- f. It is the NHM-MP’s policy to require that the Bidders observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the NHM-MP:
 - (i) will reject the Proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the Project in question;
 - (ii) will declare a Bidder ineligible, either indefinitely or for a stated period, to be awarded any contract or work order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order/Contract.
- g. **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Principal Secretary, Health, GoMP, whose decision shall be final.
- h. **Number of Proposals:** No Bidder shall submit more than one Proposal. A bidder company bidding individually shall not be entitled to submit another bid.
- i. **Consortium/ Joint Venture or Sub-contracting:** Bids shall be submitted only by a single/sole Bidder; Consortiums and Joint Ventures are not allowed under this RFP. Sub-contracting of the scope of work under this RFP is not permitted at any stage during the engagement.
- j. **Right to reject any or all Proposals:**
 - (i) Notwithstanding anything contained in this RFP, the NHM-MP reserves the right to accept or

reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, annulment, and without assigning any reasons thereof.

(ii) Without prejudice to the generality of above, the NHM-MP reserves the right to reject any Proposal if:

- at any time, a material misrepresentation is made or discovered, or
- The Bidder does not provide, within the time specified by the NHM-MP, the supplemental information sought by the NHM-MP for evaluation of the Proposal.

(iii) Such misrepresentation/ improper response by the Bidder may lead to the disqualification/debarment/blacklisting of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the NHM-MP reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the NHM-MP, including annulment of the Selection Process.

(iv) NHM-MP reserves the right to debar or blacklist the highest-ranking 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/Corrigendum/LOI/Work Order/Agreement/Contract.

(v) 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.

k. Acknowledgement by Bidder,

(i) It shall be deemed that by submitting the Proposal, the Bidder has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from the NHM-MP;
- accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NHM-MP;
- satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Proposal and performance of all its obligations there under;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.

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

l. NHM-MP shall adopt the Least Cost (L1) methodology for selection of the bidder to work as selected agency to provide Highly skilled and Skilled manpower; post qualification of the bidders based on the eligibility criteria and Technical proposal and subsequent financial proposals submitted.

m. The contract agreement shall be signed with the bidder whose financial quote is the lowest (L1)
National Health Mission, Government of Madhya Pradesh, India

with NHM-MP, subject to all conditions laid down in the tender document and the bidder fulfilling the eligibility criteria.

2.2 Pre-Bid Meeting

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

(Interested bidders are requested to coordinate with NHM-MP's team at least One day prior to the scheduled time to ensure seamless video conferencing.)

- b. Bidders willing to attend the pre-bid should inform NHM-MP beforehand in writing and email. The maximum number of participants from a Bidder, who chose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives attending the Pre-Bid Meeting shall accompany with a letter or email, duly signed by the authorized signatory of his/ her organization.
- c. During Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the NHM-MP. The NHM-MP will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.3 Clarification and amendment of RFP documents

- a. Bidders may seek clarification on this RFP document within the stipulated date as set out in the RFP document or within 3 working days after the date of the Prebid meeting (3 days inclusive of Prebid meeting date)
- b. Any request for clarification must be sent by standard electronic means (Word and Excel file) to the NHM-MP's email address: storenhm@gmail.com
- c. The NHM-MP will post the reply to all such queries on its official website and <https://mptenders.gov.in>
- d. At any time before the submission of Proposals, the NHM-MP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the NHM-MP's official website.
- e. To afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the NHM-MP may at its discretion extend the Proposal Due Date (PDD).

2.4 Tender Fee

- a. The RFP document is available online to registered users. A non-refundable tender submission fee of Rs. 2,000/- (Rupees Two thousand Only) shall be payable, apart from

gateway and service charges, by each Bidder for their bids to be accepted.

- b. This amount shall only be paid online. Online payment details are available on this website: <https://mptenders.gov.in>

2.5 Earnest Money Deposit

- a. An Earnest Money Deposit shall be paid online for the sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) shall be required to be submitted by each Bidder.
- b. If a bidder is MSME/Udyog Aadhar/SSI registered manufacturer/service provider of Madhya Pradesh, then they will be exempted from submitting EMD and Bid document fee. However, the tender processing fee is not exempted. If MSME/Udyog Aadhar/SSI registered manufacturer/service provider of Madhya Pradesh wishes to avail above facility, then they should follow necessary Exemption (Online Tab) for tender document fee & EMD. To claim the exemption relevant valid documents in support of MSME/SSI are required to be uploaded by the bidder(s). Without relevant documents the bid may be rejected. MSME/SSI Manufacturers/Service Providers from other States are not exempted from EMD and Tender Document fee. If other than MSME/SSI manufacturer of MP do not submit EMD and /or do not pay bid document fee, then such bids shall be rejected.
- c. The EMD shall be kept valid through the proposal validity period and may need to be extended, if so, required by NHM-MP.
- d. NHM-MP will not be liable to pay any interest on Earnest Money Deposit. Earnest Money Deposit of Pre- Qualified but unselected bidders shall be returned, without any interest, within one month after grant of the work order or execution of the Contract to the selected Bidder (whichever is later) or when the selection process is cancelled by NHM-MP. The selected Bidder's Earnest Money Deposit shall be returned, without any interest upon the Bidder accepting the work order or executing the Contract (whichever is later) and furnishing the Performance Security in accordance with provision of the RFP and work order.
- e. NHM-MP will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to NHM-MP in regard to the RFP without prejudice to NHM-MP's any other right or remedy under the following conditions:
- (i) 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)
 - (ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time,
 - (iii) In the case of the selected Bidder, if the selected Bidder fails to accept the work order or execute the Contract within the specified time limit, or
 - (iv) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to NHM-MP.
- f. Any entity which 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.
- g. A Bidder should have, during the last Three (3) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement

or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

h. Bidders will have to submit satisfactory performance services certificate from the authority for last 3 years.

2.6 Preparation of proposal

- a. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The NHM-MP will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- b. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document.
- c. The Technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the Technical Proposal.
- d. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, NHM-MP will be entitled to reject the Proposal. However, if any information related to Financial Proposal is included in the Technical Proposal the Bidder shall be disqualified and his proposal will not be considered.
- e. Any condition or qualification or any other stipulation contained in the Proposal shall render the Bid liable to rejection as a non-responsive Bid.
- f. Non-compliance with the instructions and conditions contained in the RFP/Corrigendum/Addendum shall render the Proposal liable to be rejected. NHM-MP reserves the right to further debar/ blacklist the Bidder in consequence of non-compliance of any condition of the RFP/Corrigendum/Addendum that significantly impacts the selection process.
- g. The Proposals must be digitally signed by the Authorized Representative (the “Authorized Representative”) as detailed below:
 - (i) by the proprietor in case of a proprietary firm;
 - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (iii) by a duly authorized person, in case of a Limited Company or a corporation;
- h. Bidders should note the Proposal Due Date, as specified in Schedule of RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the NHM-MP, and the evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in Schedule 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, the NHM-MP reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.
- i. **Extension of Period of Bid Validity:** In exceptional circumstances, NHM-MP may request the Bidder(s) for an extension of the period of bid validity. 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 his bid and will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of his bid documents submitted or refund of the EMD.

j. 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 a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) The Bidder shall submit the Technical and Financial Proposal as per the instruction provided in this RFP document.
- (ii) The Bidder shall ensure not to submit the Financial Proposal with the Technical Proposal. The Financial Proposal shall only be submitted in soft copy through e-procurement portal <https://mptenders.gov.in> as prescribed in this RFP. Any proposal with financial details may be rejected by the NHM-MP.
- (iii) The amount mentioned in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding.**
- (iv) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (v) In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (vi) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order/Contract (as the case may be), levies and other impositions applicable under the prevailing law. Further, all payments shall be subjected to deduction of taxes at source as per applicable laws.
- (vii) NIL Value quoted against any field above shall lead to rejection of proposal.

The Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP. The Financial Proposal needs to be filled in completeness based on Financial Submission Sheet.

- i. The Bidder shall quote price in the prescribed format for the services it proposes to provide as per the RFP document.
- ii. The bidders shall quote service charge cost on the fixed Collectorate rate (subject to change time by time) for providing the manpower services. In this regard, as per **Notification no. 31/14/1000/2014-GA Govt. of India, Ministry of Commerce and Industry (GA Section) dated 17.09.2014**
“The Tender quotations offered over and above the minimum wages of the Central / State Government (as applicable) pertaining to Service Charges / Administrative Charges quoted by the bidder necessarily has to be over and above zero percent. Further zero percent includes all derivatives of zero upto 0.9999 and thereof any Service Charge not adhering to the above guidelines should be considered unresponsive and such bid should not be considered.
- iii. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.

- iv. Price shall be quoted for all the items mentioned in price bid.
 - v. The Price bid 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.
 - vi. If there is a change in the applicable taxes, NHM-MP reserves the right to negotiate with the Bidder.
 - vii. Bidders shall express the price of their services in Indian Rupees only.
 - viii. In case of any discrepancy between figures and words, in the financial proposal, the one described in words shall be adopted.
 - ix. If during or subsequent to evaluation of Financial Proposal and till the time of signing of contract, it is discovered that the Financial Proposal submitted by a bidder, is not as per the format provided, the NHM-MP reserves the right to summarily reject the Proposal of the Bidder. The NHM-MP may first in exercise of its discretion seek clarifications from the bidder on such an occurrence.
- k. Rectification of errors:** Arithmetical errors in the Financial Bid will be rectified on the following basis:
- i. Items described in the Technical Proposal but not priced in the Financial Bid, shall be assumed to be included in the prices of other activities or items, and no corrections shall be made to the proposal.
 - ii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - iv. If there is any discrepancy in the sum total, the corrected sum total will be considered.
 - v. Any other arithmetical error will stand corrected for evaluation.
 - vi. If the bidder does not accept the correction of errors, the bid will be rejected, and the bid security may be forfeited.
- l.** Bidders are advised to serially number their bid document along with indexing.
- m.** The Proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- n.** Bidders shall express the price of their services in Indian Rupees only.

2.7 Submission, receipt and opening of proposals

- a.** The Proposal shall be submitted through e-procurement portal <https://mptenders.gov.in>. The procedure for filing of e-tender is provided on the portal.
- b.** The Authorized Representative of the Bidder should authenticate EMD details, Pre-qualification, Technical and Financial proposal.
- c.** The Authorized Representative's authorization should be confirmed by a written power of

attorney by the competent Authority of the organization.

- d.** If the tender is submitted on behalf of a “Sole proprietorship” concern, the bidder must submit instead of a Power of Attorney (Annexure-7), a notarized Affidavit on Stamp Paper (Annexure 8) in original confirming that his/her Concern is a Proprietary Concern and he/she is Sole Proprietor of the Concern
- e.** No Proposal shall be accepted after the Proposal Due Date and Time.
- f.** After the deadline for submission of Proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria.
- g.** After the Proposal submission until the execution of the Contract, if any Bidder wishes to contact the NHM-MP on any matter related to its Proposal, it should do so in writing at the issuing authority (NHM-MP) address. Any effort by a Bidder (including the Selected Bidder) to influence the NHM-MP during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the Bidder’s Proposal.

2.8 Proposal Evaluation

- a.** As part of the evaluation, the Pre-Qualification Proposal submitted shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the Minimum Qualification Criteria (“**Shortlisted Bidder**”), 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.
- b.** Prior to evaluation of Proposals, the NHM-MP will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The NHM-MP may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:
- (i) To the satisfaction of NHM-MP, the Bidders meet the minimum qualifications prescribed before evaluating Technical and Financial Proposals.
- (ii) The Technical Proposal submitted by the Bidder is:
- received in the form specified in this RFP;
 - received by the Proposed Due Date including any extension thereof in terms hereof;
 - does not contain any condition or qualification; and
 - it is not non-responsive in terms hereof.
- (iii) That the Financial Proposal submitted by the Bidder is:
- submitted online only. No hard copy shall be submitted to the NHM-MP. In case a Bidder submits the Financial Proposal in hard copy, the Proposal shall be summarily rejected.
 - The Financial Proposal is received in the form specified in this RFP;
 - it is received by the Proposed Due Date including any extension thereof in terms hereof;
 - it does not contain any condition or qualification; and
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- It is not non-responsive in terms hereof.
- c. The NHM-MP reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the NHM-MP in respect of such Proposals. However, NHM-MP reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. The NHM-MP will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.
- d. For the purpose of this RFP document, a Proposal shall be regarded as non-responsive when the Bid, 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.
- e. The calculation methodology to be followed for purpose of selecting the eligible L1 bidder and the L1 rates would be as follows:

i) Selection of L1 bidder: e.g. Suppose 3 bidders submit bids. Once they are eligible bidders based on the Technical Evaluation done, the financial bids will be opened and the calculation methodology to be followed for selection of bidder would be as follows:

BIDDER 1	BIDDER 2	BIDDER 3
<p>A. Service Charges per personnel on Collector Rate for Highly Skilled Resource = 2%</p> <p>Suppose Collector Rate (Exclusive of EPF +ESIC):</p> <p>= $(459*1*26)$ = Rs. 11934/-</p> <p>Where:</p> <ul style="list-style-type: none"> - Rs. 459/- = Daily Basic Wages (Exclusive of EPF and ESIC) - 1 = Number of Personnel deployed - 26 = Number of working days in a month <p>Then, Service Charge of a Highly Skilled Resource per month is = Rs. 238.7/-</p>	<p>D. Service Charges per personnel on Collector Rate for Highly Skilled Resource = 1%</p> <p>Suppose Collector Rate (Exclusive of EPF +ESIC):</p> <p>= $(459*1*26)$ = Rs. 11934/-</p> <p>Where:</p> <ul style="list-style-type: none"> - Rs. 459/- = Daily Basic Wages (Exclusive of EPF and ESIC) - 1 = Number of Personnel deployed - 26 = Number of working days in a month <p>Then, Service Charge of a Highly Skilled Resource per month is = Rs. 119.3/-</p>	<p>F. Service Charges per personnel on Collector Rate for Highly Skilled Resource = 1%</p> <p>Suppose Collector Rate (Exclusive of EPF +ESIC):</p> <p>= $(459*1*26)$ = Rs. 11934/-</p> <p>Where:</p> <ul style="list-style-type: none"> - Rs. 459/- = Daily Basic Wages (Exclusive of EPF and ESIC) - 1 = Number of Personnel deployed - 26 = Number of working days in a month <p>Then, Service Charge of a Highly Skilled Resource per month is = Rs. 119.3/-</p>
<p>B. Service Charges per personnel on Collector Rate for Skilled Resource = 1%</p> <p>Suppose Collector Rate (Exclusive of EPF +ESIC):</p> <p>= $(409*1*26)$ = Rs.</p>	<p>E. Service Charges per personnel on Collector Rate for Skilled Resource = 2%</p> <p>Suppose Collector Rate (Exclusive of EPF +ESIC):</p> <p>= $(409*1*26)$ = Rs.</p>	<p>G. Service Charges per personnel on Collector Rate for Skilled Resource = 1%</p> <p>Suppose Collector Rate (Exclusive of EPF +ESIC):</p> <p>= $(409*1*26)$ = Rs.</p>

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<p>10634/-</p> <p>Where:</p> <ul style="list-style-type: none"> - Rs. 409/- = Daily Basic Wages (Exclusive of EPF and ESIC) - 1 = Number of Personnel deployed - 26 = Number of working days in a month <p>Then, Service Charge for Skilled Resource is = Rs. 106.3/-</p> <p>C. Total financial quote of bidder 1 = (A) + (B) = 238.7 + 106.3 = <u>Rs. 345/-</u></p>	<p>10634/-</p> <p>Where:</p> <ul style="list-style-type: none"> - Rs. 409/- = Daily Basic Wages (Exclusive of EPF and ESIC) - 1 = Number of Personnel deployed - 26 = Number of working days in a month <p>Then, Service Charge for Skilled Resource is = Rs. 212.7/-</p> <p>A. Total financial quote of bidder 1 = (A) + (B) = 119.3 + 212.7 = <u>Rs. 332/-</u></p>	<p>10634/-</p> <p>Where:</p> <ul style="list-style-type: none"> - Rs. 409/- = Daily Basic Wages (Exclusive of EPF and ESIC) - 1 = Number of Personnel deployed - 26 = Number of working days in a month <p>Then, Service Charge for Skilled Resource is = Rs. 106.3/-</p> <p>A. Total financial quote of bidder 1 = (A) + (B) = 119.3 + 106.3 = <u>Rs. 225.6/-</u></p>
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Hence, the Bidder 3 will be selected based on Financial quotes provided in Financial Format as the Least Cost (L1) bidder.

*(Note- The notional value for the Categories “Collector Rate” and “Service Charges” as expressed in the table above is intended purely for explanation purposes only)

SECTION 3. SELECTION OF AGENCY

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

3.1 Pre-Qualification Criteria

The minimum pre-qualification criteria for a Bidder to qualify for technical proposal evaluation are listed below:

S. No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder(s) may be an LLP registered under LLP Act 2008 or Indian Company, registered under the Companies Act, 1956/2013 or a Sole Proprietorship firm applicable under the laws of India.	Registration documents of the Agency as a company/firm or any legal entity along with: 1. Details of Board of Director/ Managing Director/ CEO 2. PAN Card 3. TAN 4. GST certificate 5. Any other supporting document, as required.
2	Existence of the firm	The Bidder should be in business and operating for at least last Three (3) years in providing manpower outsourcing services	Registration document showing incorporation of the Bidder and Self Declaration by the Director/ Partner/ CEO or Authorised Signatory of the Bidder.
3	Head / Branch Office	The Bidder should have its Head Office or Branch Office in Bhopal	Gumasta or Office Registration Certificate issued under the Madhya Pradesh Shop and Establishment Act, 1958
4	EPF	The Bidder should be registered with the Employees' Provident Fund Organization	EPF Registration Certificate
5	ESIC	The Bidder should be registered with the Employees' State Insurance Corporation (ESIC)	ESIC Registration Certificate
6	Labour Department Registration	The Bidder should be registered under the labour department	Labour Department Registration Certificate
7	Work Experience	The Bidder should have experience of providing Highly Skilled and Skilled (Computer Operators / Data Entry Operators) manpower outsourcing services in Government (Central/ State) or PSUs or Semi Govt. ventures in India in the last	Contract/ Agreement/ Work Orders/ Letter of Invitation from Client that clearly states the details of the scope of work, date of commencement and all other essential details of the contract.

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S. No	Basic Requirement	Specific Requirements	Documents Required
		Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20) and also upto 30 th November 2020	In absence of above, the bidder shall submit on Rs. 100/- non-judicial Stamp Paper, a Declaration issued by the relevant authority / Government establishing management of Manpower services and attested by designated authority
8	Manpower	The Bidder should have an experience of successfully recruiting and deploying on an average 75 Highly Skilled and Skilled Candidates (Computer Operators / Data Entry Operators) per annum in Government (Central/ State) or PSUs or Semi Govt. ventures in India in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20) and also upto 30 th November 2020	Contract/ Agreement/ Work Orders/ Letter of Invitation from Client that clearly states the details of the scope of work, Number of Manpower successfully recruited and all other essential details of the contract. In absence of above, the bidder shall submit on Rs. 100/- non-judicial Stamp Paper, a Declaration issued by the relevant authority / Government establishing management of Manpower services and attested by designated authority
9	Net Worth	The Bidder should have a Positive Net Worth in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20)	Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Bidder for the stated financial years. Bidder can submit Unaudited/ provisional Net worth for only F.Y. 2019-20, on Certificate issued by a Statutory Auditor
10	Average Annual Turnover	The Bidder should have an average annual financial turnover INR 2 Crores (Rupees Two Crores) in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20)	Certificate issued by a Statutory Auditor along with audited financial statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted. Bidder can submit Unaudited/ provisional Turnover for only F.Y. 2019-20, on Certificate issued by a Statutory Auditor
11	Blacklisting	Bidder shall not have been debarred / blacklisted till bidding period by Central Govt. /State Govt. / Public Sector Undertaking / any other Local Body or body established under or in the control of the Central or state	Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5

S. No	Basic Requirement	Specific Requirements	Documents Required
		Government on the date of submission of their Bid	
12	Pending Petitions	The Bidder shall inform NHM-MP of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP	Undertaking to be submitted on a non-judicial stamp paper as per Annexure-5

3.2 Technical Evaluation

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

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 have experience of providing Highly Skilled and Skilled (Computer Operators / Data Entry Operators) manpower outsourcing services in Government (Central/ State) or PSUs or Semi Govt. ventures in India in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20) and also upto 30 th November 2020	30 marks	<ul style="list-style-type: none"> ▪ 1 Client ----- 20 marks ▪ 2 Clients -----25 marks ▪ >2 Clients -----30 marks 	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from Client that clearly states the details of the scope of work, date of commencement and all other essential details of the contract.</p> <p>In absence of above, the bidder shall submit on Rs. 100/- non-judicial Stamp Paper, a Declaration issued by the relevant authority / Government establishing management of Manpower services and attested by designated authority</p>

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2	The Bidder should have an average annual financial turnover INR 2 Crores (Rupees Two Crores) in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20)	20 Marks	<ul style="list-style-type: none"> ▪ INR 2 Crores ----- 10 marks ▪ Additional One (1) mark for every additional Twenty (20) Lakh average annual financial turnover above INR 2 Crores 	<p>Certificate issued by a Statutory Auditor along with audited financial statements confirming the average annual turnover of the Bidder during the stated financial years must be submitted.</p> <p>Bidder can submit Unaudited/ provisional Turnover for only F.Y. 2019-20, on Certificate issued by a Statutory Auditor</p>
3	The Bidder should have an experience of successfully recruiting and deploying on an average 75 Highly Skilled and Skilled Candidates (Computer Operators / Data Entry Operators) per annum in Government (Central/ State) or PSUs or Semi Govt. ventures in India in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20) and also upto 30 th November 2020	30 marks	<ul style="list-style-type: none"> ▪ 75 Candidates --- 20 marks ▪ Additional Two (2) Mark for every additional Ten (10) Candidates deployed on an average per annum above 75 Candidates. 	<p>Contract/ Agreement/ Work Orders/ Letter of Invitation from Client that clearly states the details of the scope of work, Number of Manpower successfully recruited and all other essential details of the contract.</p> <p>In absence of above, the bidder shall submit on Rs. 100/- non-judicial Stamp Paper, a Declaration issued by the relevant authority / Government establishing management of Manpower services and attested by designated authority</p>
4	The Bidder should have a Positive Net Worth in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20)	20 marks	Positive Net Worth ----- ---- 20 marks	<p>Certificate from Statutory Auditor & Audited financial statements shall be submitted by the Bidder for the stated financial years.</p> <p>Bidder can submit Unaudited/ provisional Net worth for only</p>

				F.Y. 2019-20, on Certificate issued by a Statutory Auditor
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Note:

A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP document and the Terms of Reference.

3.3 Final selection:

- a) Technical Proposal of the qualified Bidders shall be evaluated before opening the Financial Proposal.
- b) Only the bidders who meet ALL the Technical qualification criteria would be considered for financial evaluation. Bidders who fail to fulfill any of the requisite criteria under Technical Qualification would not be considered for the financial evaluation.
- c) The technical score would be calculated for each Bidder by the NHM-MP and all the Bidders who gets a minimum of 70 marks out of 100 would only be considered for financial evaluation. Bidders who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.
- d) The Selected Bidder shall be the Bidder having the lowest quoted rates (L-1). For quoting of rates, the Bidders are required to fill the financial proposal format available on e-procurement portal. The L-1 cost will be considered based on quote provided in the Consolidated Financial format sheet and not on the basis of break-up sheets filled-in.
- e) The final selection of the Agency would be based on L-1, provided that the Bidder has a score of 70 and above marks in technical.
- f) In case of two or more Bidders quoting the same value, then the Bidder having the higher annual average turnover as per the eligibility criterion would be the first in sequence.
- g) In case of any unforeseen circumstances, if the L1 bidder doesn't wish to engage with NHM-MP, then the L2 bidder would be offered to take up the contract. However, the L2 bidder would be offered to take up the contract at L1 rates itself. If the L2 bidder is willing to accept the contract at L1 rates, then the L2 bidder would be selected for providing the services within the scope of this RFP. In case the L2 bidder also doesn't agree to take up the contract, the process would be repeated with L3, L4 and so on bidders.
- h) The Selected Bidder will enter into a Contract with NHM-MP and shall work in accordance with the Scope of work mentioned in the RFP.

3.4 Grant of Work Order

After selection, a Work Order will be issued, in duplicate, by the NHM-MP to the selected Bidder(s) and the selected Bidder (s) shall, within Seven (7) working days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the selected Bidder (s) is not received by the stipulated date, the NHM-MP may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such selected Bidder(s) as mutually agreed genuine pre-estimated loss and damage suffered by the NHM-MP on account of failure of the selected Bidder(s) to acknowledge the work order, and the next highest ranking Bidder may be considered.

3.5 Exclusion of Proposal/ Disqualification

NHM-MP may exclude or disqualify a proposal if:

- a) The information submitted, concerning the qualifications of the Proposer, was false or constituted a misrepresentation; or
- b) The information submitted, concerning the qualifications of the Proposer, was materially in- accurate or incomplete; and
- c) The Proposer is not qualified as per pre-qualification/ eligibility criteria mentioned in the RFP document, even after seeking clarifications/ additional documents by committee;
- d) The Proposal materially departs from the requirements specified in the Proposal or it contains false information;
- e) The Proposer submitting the Proposal, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the NHM-MP or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Selection Process;
- f) A Proposer, in the opinion of the NHM-MP, has a conflict of interest materially affecting fair competition.
- g) A Proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.

SECTION 4. SCOPE OF WORK

4.1 Detailed Scope of Work

The purpose of this RFP is to invite proposals from eligible bidders to select the most suitable bidder to provide end to end management of recruitment process with complete onboarding of suitable Highly Skilled and Skilled personnel for the vacant posts as identified by NHM-MP from time to time.

For the purposes of this RFP, the Selected agency shall provide ~100 Highly Skilled and Skilled Manpower for various posts such as Computer Operators and Data Entry Operators. The number of posts may be increased or decreased at the discretion of NHM-MP.

The selected Agency will be provided the terms of reference for the hiring of Highly Skilled and Skilled Manpower such as Number of Post, Timelines, Place of work, Scope of work and Eligibility criteria (Age/Qualification/Experience)

The Selected Agency shall already have an office in Bhopal to provide the manpower outsourcing services required under this RFP document. The management and administrative staff of the selected agency shall be apprised of the requirements of NHM-MP as provided in the Scope of work and facilitate the selection/recruitment/deployment/management of personnel at each stage during contract duration.

At project initiation stage after contract signing, the selected agency shall organize a project inception meeting with the Nodal, NHM-MP, and other stakeholders who would be required to coordinate with the Agency. The aim shall be to align all stakeholders on the contract terms and scope of work. Also, the selected Agency shall designate a Single Point of Contact on the Agency's behalf for liaisoning with NHM-MP for the contract duration and shall submit the contact details of the entire team to NHM-MP.

The Agency will provide services and assist the NHM-MP in the manpower management in the following manner:

1. Selection and Recruitment of Manpower

- a) The selection process, recruitment and deployment of the selected Highly Skilled and Skilled personnel by the Selected agency shall be in accordance of the Labour Laws in force, guidelines/ notifications issued by the Labour Department from time to time and any other applicable law of the country.
- b) The Selected Agency shall devise a sound selection process with appropriate criteria for shortlisting the most suitable candidates for the posts notified by NHM-MP. The candidates shortlisted by the Selected Agency for deployment at NHM-MP should possess the qualification as per the Collector guidelines applicable at the time.
- c) The Selected Agency shall necessarily at their own cost and efforts, confirm that the selected personnel possess reasonable mental acuity and are capable of understanding and fulfilling the requirements of their tasks. The deployed personnel must possess necessary physical stamina and vigor to meet the standards of their duties. The selected Agency shall be held responsible if the deployed personnel are found deficient in mental and physical fitness and appropriate action shall be taken against the selected Agency
- d) The Selected Agency must ensure that the deployed personnel are well-mannered, of sound temperament and capable of conducting themselves in a dignified manner in the place of work. The selected agency must ensure that any interaction between the personnel deployed by the Agency and any other staff member or visitor at the NHM-MP is polite and courteous. The Selected Agency shall conduct periodic trainings for the deployed personnel to impart

knowledge on basic civic courtesies and etiquette and any other subject matter as decided between the agency and NHM-MP

2. Deployment of Manpower

- a) All the Highly Skilled and Skilled Manpower provided by the Selected Agency shall have to be duly registered with the Agency. The Selected Agency shall submit the list of the selected candidates with credentials and other requisite documents to NHM-MP and seek approval for onboarding of the personnel.
- b) The Agency shall provide the Bio Data, 4 Passport size photograph, Copy of Aadhar Card self-attested by the personnel and Police Verification Report of all the deployed personnel within 15 days of signing of Contract.
- c) The Selected agency shall provide Name Tags, ID Cards, Uniforms (as applicable), Covid-19 protection items (Masks, Sanitizers etc.) to the deployed personnel prior to commencement of services at NHM-MP
- d) The Selected Agency shall facilitate NHM-MP in expediting the onboarding process by conducting follow up activities and maintaining close supervision over the interaction and performance of the personnel.
- e) The deployed personnel (Computer Operators / Data Entry Operators) shall make themselves available for their duty on all working days by as per shift timings as below:

S. No.	Title	Functional Time	Days
1	Data Entry Operator	As per the office timings and Collector guidelines	All Working Days
2	Computer Operator	As per the office timings and Collector guidelines	All Working Days

- a) The Selected agency shall maintain an attendance register to record the In-time and Out-time on a daily basis of all the deployed personnel and submit the same for verification as and when required.
- b) Any of the personnel whether Computer Operator / Data Entry Operator provided by the selected agency and working at the NHM-MP Office shall also be required to provide their services at allied offices in Satpura Bhawan, Vallabh Bhawan or any other place as and when required by NHM-MP.
- c) All the personnel deployed by the selected agency shall provide their services in accordance to the applicable Covid-19 guidelines (State/Central) for safe working practices in Offices
- d) The selected agency shall provide scalability i.e. in case more number of posts or more number of personnel are required by NHM-MP. The selected agency shall provide the services of the additional personnel based on financial bid submitted under this RFP.

3. Monitoring and Supervision of Manpower

- a) The deployed personnel shall provide their services in accordance to the Standard Operating Procedures (SOP) to be developed by the Selected Agency in consultation with the NHM-MP. The Selected Agency shall submit the SOP for approval to NHM-MP within 15 days of signing

of contract. The SOP shall cover all areas related to and inclusive of but not limited to Attendance, Replacement of personnel, Punctuality, Professional Conduct, procedures to be followed, maintenance of office equipments and any other area relevant for optimum service performance by the Agency

- b) The deployed personnel shall perform all the work assigned to them by the officials/consultants in the different departments within NHM-MP. The personnel shall conduct themselves with utmost honesty and integrity while maintaining the confidentiality of the work at all times. If any deployed personnel is/are found to have committed breach of confidentiality, or caught in the process of committing a breach, then the Selected Agency shall be bound to remove such personnel immediately from the premises and provide a suitable replacement at the earliest to avoid disruption of services. Depending on the nature of the offence, the NHM-MP reserves the right to exercise appropriate legal action against the deployed personnel.
- c) If in the assessment and opinion of the designated authority at NHM-MP, any deployed personnel is found to be acting with mischief or suspected of destructive behavior, or of participating in immoral or illegal activities in the office premises during or after office hours, then the Selected Agency shall be bound to remove such personnel and provide a suitable replacement at the earliest to avoid disruption of services.
- d) Any acts of violence, disturbance, mobbing, public nuisance on the office premises by the deployed personnel shall not be condoned by NHM-MP and shall require immediate removal of the deployed personnel (s) from the premises along with imposition of strict penalties upon the Agency. The amount of penalties shall be decided by NHM-MP and the decision of the Nodal NHM-MP in this regard shall be final.
- e) The selected Agency shall also establish a grievance redressal mechanism and appoint a contact person to whom any complaint/ feedback regarding the services being provided can be addressed by any staff member at NHM-MP. The selected agency shall be responsible to provide the earliest possible resolution to the complaints and inform NHM-MP about the nature of complaint and the redressal provided.

4. Remuneration to Manpower

- a) Only the Selected agency shall pay the remuneration/salary/minimum wages at the defined Collectorate rate to all the deployed personnel (Computer Operator / Data Entry Operator). The selected agency must mandatorily adhere to the Collectorate rate and make timely payments to all the deployed personnel.
- b) The Selected Agency shall deposit the payment in favour of the deployed personnel directly in the Bank account of the personnel. The selected Agency shall produce copy of the deposit slips for inspection and verification by the NHM-MP whenever required.
- c) The remuneration/salary/wages must be paid into the accounts of the deployed personnel by the 5th day of each month, unless it is a holiday, in which case, the salary must be paid on the immediate next working day.
- d) The Selected Agency shall be held accountable for failing to disburse payment to the deployed personnel by the prescribed date. The selected Agency shall not be exempted from this obligation on ground of delay in release of payment by NHM-MP towards the selected agency for any reasons whatsoever.

5. Statutory Compliances

- a) The Selected agency shall be responsible to make appropriate EPF/ESIC/ECR deductions from the remuneration/salary/wages of the deployed personnel. The agency shall be responsible to deposit such deductions with the designated departments within prescribed timelines.
- b) It shall be the duty of the Agency to get EPF code number allotted by Regional Provident Fund Commissioner (RPFC) under which the EPF subscription, deducted from the payment of the personnel engaged and employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of every month.
- c) The Agency shall issue EPF Passbook/ slips/ESI card to every worker and shall supply the Code Number allotted by the local ESI/EPF authorities. The Agency shall ensure compliance within 90 days of the award of work
- d) In case of failing to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the administrative head of NHM-MP is entitled to recover equal sum of amount from payment due or accrued to the Agency under this agreement or any other contract with RPFC, with intimation to RPFC, duly furnishing particulars of personnel engaged.
- e) If complaints are made against the agency for failure to pay wages/salary/remuneration or for default in depositing adequate amount or not depositing statutory deductions such as EPF, ESIC etc. with the designated departments, it shall be the responsibility of selected agency to redress the situation in the first instance. In case, failure by the selected Agency to deposit the EPF/ESIC contributions with the designated department results in disruption of services by the deployed personnel, then appropriate action shall be taken against the agency at the discretion of the NHM-MP. Repeated failure to resolve the complaints shall lead to initiation of disciplinary action against the agency.
- f) In the occurrence of above, the NHM-MP in public interest and in exercise of its discretion, may make deductions from the monthly invoices/performance security to reimburse the deployed personnel and deposit the statutory deductions as required with the designated authority. In this scenario, the performance security shall be forfeited, the contract with the agency terminated and the agency blacklisted by NHM-MP.
- g) NHM-MP reserves the right to take appropriate action against the Agency and further debar the Agency for Three (3) years in this case.
- h) The selected Agency must ensure compliance with all statutory requirements under the applicable laws of the land. The Selected Agency shall be solely responsible for payroll management and fulfilling all statutory/compliance requirements relating to deployment of the personnel.
- i) The selected Agency alone shall bear all the costs related to disputes between the deployed personnel and the selected Agency including but not limited to Court Fees, Advocate's fees, penalties, challans, levies, taxes, accident claims, Illness claims, Medical claims etc. NHM-MP shall not be responsible to provide resolution or reimbursement for any such issues.
- j) The selected personnel shall enter into a contractual agreement or any other mode of engagement with the Selected Agency. The deployed personnel shall not be eligible to claim permanent employment with the NHM-MP irrespective of the duration of service at the NHM-MP. The selected agency shall indemnify the NHM MP against any such claims by the personnel deployed by the selected Agency

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- k) NHM-MP shall not be held responsible or be liable for or obligated to pay any charge, claim, wages, dues and contributions as applicable towards statutory benefits of the personnel deployed by the selected agency.
- l) The Agency shall be required to maintain proper records of recruitment management process, background verification documents of candidates, interview results, test results, evaluation sheets, and any other documents required to be maintained by NHM-MP or under applicable Laws.
- m) The Agency shall submit the self-attested copy of Certificate of Registration under Contract Labour (R & A) Act 1970 (if applicable) for offering their services at NHM-MP within the 30 Days of commencement of its services at NHM-MP

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- 1) To provide support through necessary permissions and clearances for deployment of outsourced manpower at NHM-MP
- 2) To coordinate with the Selected agency for providing on job training as per requirement of NHM-MP
- 3) To ensure timely disbursement of payment to the selected agency after verification of documents/ proofs.

Project Timelines

S. No.	Name of the deliverable/Activity	Timelines in Days
1	Information gathering from NHM-MP regarding vacant positions	T0 + 3 Days
2	Initiation of selection process of manpower as per required qualifications	T0 + 7 Days
3	Shortlisting of candidates and Police Verification and submission of SOP for approval	T0 + 15 Days
4	Approval of NHM-MP for Manpower Onboarding	T0 + 18 Days
5	Manpower Deployment	T0 + 21 Days

* Where T0 is time of contract sign-off with selected agency

SECTION 5. PAYMENT TERMS

5.1 Invoicing and Payment

1. No advance payment shall be made by NHM-MP to the Agency at the time of signing of the contract with the selected agency
2. The Selected agency shall be solely responsible to provide monthly remuneration to all the personnel deployed at NHM-MP under this RFP document. The Selected agency shall reimburse daily minimum wages at the mandatory Collectorate rate to the personnel deployed at NHM-MP directly in the bank account of the deployed personnel.
3. The salary cycle for the deployed personnel would start from 25th of the current month to the 24th of the next month.
4. NHM-MP shall calculate the monthly reimbursement to the agency based on the rate quoted in the financial proposal, the number of personnel deployed at NHM-MP office in the billing month and applicable penalties or levies, if any
5. Invoices for payment for each month have to be submitted by the 5th day of the next month.
6. Invoice in three copies with requisite documents/proofs to NHM-MP or any other agency/ place to be submitted as decided by NHM-MP.
7. Prices (inclusive of all taxes), to be charged by the Agency for provision of services in terms of the contract shall not vary from the prices agreed upon in the financial proposal/ contract.
8. No payments would be released to the Agency till the Agency provides:
 - Details of the personnel deployed with NHM-MP in the last month, along with supporting documents of the employee;
 - Daily attendance register for verification and approval before the designated authority
 - Payment of PF/ wages/ salaries/ dues/ arrears of staff every month, proof of deposits of each employee contribution towards EPF/ESI with (UAN) no. /ECR etc. in every month (agency has to obtain an affidavit on non-judicial stamp paper of Rs 100/- that they have deposited the ESI/EPF contribution of actual numbers of personnel mentioned in the bills)
 - Any other relevant document required by NHM-MP
9. NHM-MP shall review the documents and forward the required payment in favor of the Agency within Thirty (30) days.
10. The payment will be subject to TDS as per Income Tax Rules/ GST (if applicable) and other statutory deductions as per applicable laws.
11. All the Payments will be made in Indian Rupees only in the Bank Accounts of the Agency.
12. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause set out in the RFP document/Contract.
13. No interest/charges shall be paid on delayed payments.
14. NHM- MP shall reimburse the agency through Electronic Clearing System (E.C.S.) / Online mode.
15. The selected agency will have to provide scalability i.e. in case more posts or more personnel are required by NHM-MP, then the selected agency shall provide the services of the additional

personnel based on financial bid mentioned in this RFP.

5.2 Disputed Invoice

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

SECTION 6. KPIs AND PENALTY

The Key Performance Indicators below defines the terms of the Agency's responsibility in ensuring the timely delivery of the scope of work, quality of deliverables and other aspect 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 Service provider.

6.1 KPIs and Penalty

Operational Parameters/ Implementation Activity /Penalties

S. No	Category	Key Performance Indicators	Compliance Rates	Source of data / Method of verification	Validation Frequency	Penalty (Liquidated Damages)
1	Deployment	Onboarding and deployment of appropriate personnel according to requirements at the time of Project initiation	100%	Onboarding and deployment of personnel at site	Monthly	Rs. 2,000/- per day per personnel beyond specified timeline
		Providing additional personnel for requested position by NHM-MP within prescribed timeline during contract duration				
2	Police Verification	Undertake complete Police verification of each personnel within 15 days of deployment	100%	Submission of Police Verification Report	Monthly	Rs. 5,000/- for delay in submission of report per personnel
3	Attendance	Absenteeism by Staff	100%	Attendance with details of In-time and Out-time of each personnel per day	Monthly	Rs. 2,000/- for every unapproved absence per day per personnel
		Reporting late for duty/ missing shifts	95%			Rs. 500/- per personnel per hour beyond Two hours from reporting time
4	Staff Professionalism	Repeated failure in fulfilling tasks/ Indulging in immoral or illegal activities/ negligent behavior/ Causing public nuisance/ violent acts/ any other misconduct	100%	Random checks by NHM-MP Officials and/ or Complaint/ Feedback from onsite staff /witnesses	Daily	Rs. 1,000/- per verified incident with removal of the personnel from service

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S. No	Category	Key Performance Indicators	Compliance Rates	Source of data / Method of verification	Validation Frequency	Penalty (Liquidated Damages)
5	Grievance Redressal	Complaints are not acknowledged/ registered and not redressed by Agency management staff	100%	Monthly checking of Complaint Register by NHM-MP Officials and/ or Complaint/ Feedback from onsite staff	Monthly	Rs. 1,000 for every verified authentic complaint as confirmed by NHM-MP officials

Note:

- Requested position means fresh request for a position or replacement of a candidate.
- Whenever any resource deployed is substituted or replaced during working hours or where deployed personnel has to leave work midway an appropriate replacement has to be provided at no extra cost at the earliest.
- In the event of Agency's failure to provide the resources as per contract terms and conditions within allotted timelines, NHM-MP reserves the right to terminate the contract, without further notice, and proceed to deploy the manpower from alternate sources, in which event, the Agency shall be liable to bear all extra cost / costs, whatsoever, which may be incurred for alternate arrangement.
- The amount of liquidated damages/ compensation/ penalties shall be recovered by NHM-MP at first instance from the amount due to the Agency and thereafter, from the Bid Security/ Performance Security furnished by the bidder.

SECTION 7. GENERAL TERMS OF RFP

7.1 Period of Contract

The Contract will be signed with the selected Bidder initially for a period of Two (2) years. The contract will be renewed every year based on the performance of the selected Bidder as per the defined KPIs. The Contract, post Two (2) years, may be extended further for One (1) year based on the performance of the Selected Bidder and mutual agreement. The maximum extension of the engagement of the selected Bidder shall be up to one (1) year only and at the sole discretion of NHM-MP. NHM-MP may terminate the Contract at any point without assigning any reason to the selected Bidder.

7.2 Performance Security:

Performance security equivalent to **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** (“**Performance Security**”) shall be furnished from a Nationalized/ Scheduled Bank, before execution of the Contract, in form of a Bank Guarantee substantially in the form specified in this RFP. The Performance Security will be retained by NHM-MP until the completion of the assignment by Agency and be released Sixty (60) Days after the completion of the assignment.

The Performance Security shall be returned 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.

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

- (a) The Agency is not able to deliver services as per KPIs as set out in the Contract.
- (b) The Agency or its employee(s) is involved in any unlawful activity during its engagement with NHM-MP.
- (c) The Agency made false averments in the Annexure -5 (Blacklisting Declaration) and the falsification of facts stands proven, then the Agency shall become liable for the forfeiture of their Performance Security with termination of contract and shall be blacklisted.

Thereafter, NHM-MP shall proceed to invite the bidder next in line in the selection process L2, L3 and so forth to undertake the contract at the L1 rate

7.3 Fraud and corrupt practices

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

Without prejudice to the rights of the NHM-MP under this Clause, hereinabove and the rights and remedies which the NHM-MP may have under the work order or the Contract, if a Bidder or Agency, as the case may be, is found by the NHM-MP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Contract, such Bidder or Agency shall not be eligible to participate in any tender

issued by the NHM-MP during a period of Three (3) years from the date such Bidder or Agency, as the case may be, is found by the NHM-MP to have directly or through an agent, engaged or indulged in any Prohibited Practices.

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

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

7.4 Confidentiality

- a) This document is meant for the specific use by such parties who are interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. National Health Mission, Madhya Pradesh expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information.
- b) The Bidders shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the NHM- MP in the event that such a circumstance is brought to the notice of NHM-MP. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.

7.5 Interference with Tender Process

For a Proposer 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 documents or the Contract, EMD submitted will be forfeited. In this case, NHM-MP may blacklist the bidder as well for a period of Three (3) years and any other extended duration as decided by NHM-MP.

7.6 Debarment from Bidding

If NHM-MP finds that a Proposer has breached the code of integrity prescribed above, it may debar the Proposer for a period of Three (3) years.

Where the entire Earnest Money Deposit or the entire Performance Security or any substitute thereof, as the case may be, of a Proposer has been forfeited by NHM-MP in respect of the Tender Process or procurement Contract, the Proposer shall be debarred from participating in any tender process undertaken by NHM-MP for a period of three (3) years.

NHM-MP shall not debar a Proposer under this section unless such Proposer has been given a reasonable opportunity of being heard.

7.7 Monitoring of Contract

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

7.8 Sub-Contracting

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

7.9 Signing of Contract

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

7.10 Execution of agreement

During the term of Contract, 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 & repeated delays, NHM-MP shall terminate the Contract and the Performance Security shall be forfeited. In this case, NHM-MP may blacklist the bidder as well for a period of Three (3) years and any other extended duration as decided by NHM-MP.

7.11 Failure to agree with the “Terms and Conditions” of the Tender

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

7.12 Contract Documents

Subject to the order of precedence set forth in the Contract, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

7.13 Language

Bidder shall deliver all documents in English language only.

For documents submitted in Hindi, the Bidder shall submit an English translation for the same. In case any of the submitted documents is 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 interpretation of the Proposal, the translation in English shall prevail.

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Selected Bidder and the Authority, shall be written in English or Hindi language only.

7.14 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 services.

7.15 Recoveries from Contracted Agency

- a) Recovery of penalties shall be made from monthly invoice payment to be made to the Agency.
- b) NHM-MP shall recover penalties/liquidated damages at first instance from the amount due to the Agency in the billing month, then the invoices of the subsequent month and thereafter, from the Bid Security/ Performance Security furnished by the bidder. If penalties or any other payment recovered from Performance Security, then the Service Provider is required to replenish the Performance Security to make it to its original amount within 30 days from such deductions. The balance, if any, shall be demanded from the selected agency and when recovery is not possible, NHM-MP shall take recourse to law in force.

7.16 Taxes & Duties

- a) GST, if applicable, should not be included in the Proposal price and shall be paid by NHM-MP separately on prevailing rates. GST shall be reimbursed to the Agency only after verification of submission proofs of payment of GST by the Agency. All other taxes, duties, license fee and levies shall be including in the proposal price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the Contract.

7.17 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.

7.18 Force Majeure

- a) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying

out of its obligations hereunder.

- c) A Party affected by an event of Force Majeure shall immediately notify the other Party within 7 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: - has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the work order/ Contract, and has informed the other party within 7 days from the occurrence of such an event, including the dates of commencement and estimated cessation of such event of Force Majeure; and the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the work order/ Contract.

7.19 TERMINATION

a) Termination for Default

- i. NHM-MP may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default send to the Agency, terminate the Contract in whole or part if the Agency fails to deliver the services as per the terms and conditioned of the RFP within the period(s) specified in the Contract, or within any extension thereof granted by the NHM-MP pursuant to conditions of the terms and conditions set out in the Contract or if the Agency fails to perform any other obligation(s) under the Contract.
- ii. In event of termination resulting under the aforesaid clause, NHM-MP shall be liable to make no payments in favor of the agency; however, NHM-MP will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Agency.
- iii. 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.

b) Termination for Insolvency

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

c) Termination for Convenience

Either Party, by 30 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 inconvenience, 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.

d) In the event of premature termination of the agreement by the NHM-MP on the instances other than non-fulfillment or non-performance of the contractual obligation by the selected agency, the balance remaining un-paid amount as on the day of termination shall be released within two months from the date of such termination.

e) In case of termination, Service Provider will continue operations on existing terms and conditions till a max period of six months from the date of termination.

f) Termination for Force Majeure

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

7.20 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 (i) related to or arising out of, whether directly or indirectly, (a) a breach by the resources appointed by or through the Agency of any obligations specified in relevant clauses hereof; (b) negligence, reckless or otherwise wrongful act or omission of the resources appointed by or through the Agency including professional negligence or misconduct of any nature whatsoever in relation to services rendered by them;
- b) The Agency shall at all times indemnify and keep indemnified NHM-MP against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- c) The Agency shall at all times indemnify and keep indemnified NHM-MP against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (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.

7.21 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 the meaning of any part thereof, or on the rights, duties or liabilities of any

party, which could not be settled through amicable discussions, 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.

7.22 Arbitration

a) In the event of any dispute, differences or controversy arising out of or relating to this contract, including any question regarding its existence, validity or termination, it shall be resolved through arbitration. Appointment of the sole arbitrator who shall be based in Bhopal and proceedings shall be governed by the provisions mentioned under **Madhya Pradesh Madhyastham Abhikaran Adhiniyam, 1983**. The Award passed by the arbitrator shall be final and binding on both the parties.

b) The arbitration shall be conducted in Bhopal, Madhya Pradesh, India. The arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The Award shall be speaking Award.

c) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause.

d) During any period of arbitration, there shall be no suspension of this Agreement.

e) The parties specifically agree that any arbitration shall be pursuant to clause above and the clause is governed by Indian Law.

7.23 Miscellaneous

a) 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.

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

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Bidder in order to receive clarification or further information;
- iii. retain any information and/or evidence submitted to the NHM-MP by, on behalf of and/or in relation to any Bidder; and/or
- iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

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

d) All documents and other information provided by NHM-MP or submitted by a Bidder to NHM-MP shall remain or become the property of NHM-MP. Bidders or the Agency, as the case may be, are to treat all information as strictly confidential. NHM-MP will not return any Proposal, or any information related thereto. All information collected, analyzed, processed

*Selection of an Agency to provide Highly Skilled and Skilled
Manpower Services at the NHM Office in Bhopal, Madhya Pradesh*

or in whatever manner provided by the Bidder to NHM-MP in relation to the assignment shall be the property of NHM-MP.

- e) The NHM-MP reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- f) The Agency shall bear all the expenses regarding delivery of services.
- g) The Agency shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
- h) The Agency shall execute the whole work in strict accordance with guidelines of NHM-MP.
- i) NHM-MP shall reserve the right to make any alterations in or additions to the original scope of work on mutually agreed terms. Any additional work which the Agency may be directed to do in the manner specified above as part of the work shall be carried out by the Agency on the same conditions in all respects on which it had agreed to do the original work and at the same rates as specified by NHM-MP.
- j) Any publicity by the Agency in which the name of NHM-MP is to be used should be done only with the explicit written permission of NHM-MP.

SECTION 8. ANNEXURES

ANNEXURE-1: COVER LETTER

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

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

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

1. We acknowledge that NHM-MP will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to NHM-MP any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NHM-MP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last Three (3) years, we 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 addendum issued by the NHM-MP;
 - b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered 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.
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 are not directly or indirectly related to any other Bidder applying for selection as an Agency.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
11. We further certify that no investigation by a court or regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/Managers/ employees.
12. 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.
13. 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.
14. We agree to keep this offer valid for 180 (one eighty) days from the Proposal Due Date (PDD) specified in the RFP, or provide extension of period of bid validity, if so, required by NHM-MP.
15. We agree that if we fail to provide extension of period of bid validity, it will be construed that bid is withdrawn and we will not be entitled to claim or receive any penalty/ damages/ interest/charges, nor be entitled to return of the bid documents submitted or refund of the EMD.

16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
17. 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.
18. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

Email:

(Name and seal of the Bidder)

ANNEXURE-2: AVERAGE ANNUAL TURNOVER OF BIDDER

Average Annual Turnover

S.N.	Financial years	Revenue (INR)
1.	2017-18	
2.	2018-19	
3.	2019-20	
	Average Annual Turnover	

Positive Net worth

The Bidder has a Positive Net Worth in the last Three (3) Financial Years (i.e. 2017-18, 2018-19 and 2019-20)

Note:

Kindly provide supporting audited financial statements (balance sheets, P&L statements, etc.). of the bidding organization/ firm

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Email:

Fax:

(*Name and seal of the Bidder*)

ANNEXURE-3: FORMAT FOR TECHNICAL PROPOSAL

[Location, Date]

To,

Date:

Mission Director

National Health Mission - Madhya Pradesh (NHM-MP)

8, Jail Rd, Arera Hills, Bhopal, Madhya Pradesh 462011, Bhopal

Request for Proposal for Selection of an agency to provide Highly Skilled and Skilled Manpower services at National Health Mission, Bhopal, Madhya Pradesh

Dear Sir/Madam,

With reference to your RFP Document dated [*date*], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [*name of assignment*]. The Proposal is unconditional and unqualified.

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

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

1. We acknowledge that NHM-MP will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to NHM-MP any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NHM-MP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last Three (3) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a) We have examined and have no reservations to the RFP, including any addendum issued

- by the NHM-MP;
- b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NHM-MP or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that NHM-MP is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
 8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory NHM-MP which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
 10. We further certify that no investigation by a court or regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/Managers/ employees.
 11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NHM-MP in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
 12. 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.
 13. The Financial Proposal is being submitted online only. This Technical Proposal read with the Financial Proposal shall be binding on us.
 14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [*In full and initials*]: Name
and Title of Signatory:

Name of Firm:

Address:

Telephone:

Email:

Fax:

(Name and seal of the Bidder/Member in Charge)

A) Agency's Experience

Using the format below, provide information on each credential for which the Agency was legally contracted for carrying out engagement similar to the ones requested under this RfP document.

Name of Agency:

Table- 1 Manpower Outsourcing Services Work Experience (Public Sector- Government (Central/ State) or PSUs or Semi Govt. ventures in India)

S. No.	Name of Project	Project area	Source of funding	Date and year of starting and completion	Description of Assignment

**The Bidder should provide details of only those projects that have been undertaken by it under its own name. Rows may be added in the aforesaid proforma as required.*

Documents/Proofs are required for all of the above

ANNEXURE-4: SELF-DECLARATION

{To be submitted on the letter head of the Bidder}

To,

Date:

Mission Director

National Health Mission - Madhya Pradesh (NHM-MP)

8, Jail Rd, Arera Hills, Bhopal, Madhya Pradesh 462011, Bhopal

In response to the RFP Ref. No. _____ dated _____ for Selection of an agency to provide Highly Skilled and Skilled Manpower services at National Health Mission, Madhya Pradesh, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,

- a) Possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by the NHM-MP;
- b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP document;
- c) Have an unblemished record and is/are not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) Do not have any previous transgressions with any entity in India or any other country during the last three years.
- e) Is/are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- f) Do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender 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 the NHM-MP may choose to blacklist me/us for a period it may deem fit..

Thanking you,

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

Name and Title of Signatory:

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

In the capacity of:

Address:

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

Date & Time & Place: _____

ANNEXURE-5: BLACKLISTING AND PENDING SUIT DECLARATION

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

AFFIDAVIT

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

1. It is declared that the firmis not declared insolvent any time in the past. Not debarred/ black listed by either NHM-MP /Central Govt. / State Govt. / Public Sector Undertaking/ any other Local body from start date of tender notice not convicted under the provision of IPC or Prevention of Corruption Act., nor any criminal case is pending against me/us in any court of law.
2. It is further declared that the firm..... shall inform NHM-MP of any such pending suits/ enquiry/ investigation against the Bidder in any court of law, legal authority, paralegal authority which may hamper the execution of works under this RFP.
3. The firm..... do hereby agree that if in future, it comes to the notice of NHM-MP/ if it is brought to the notice of NHM-MP that any disciplinary/ penal action due to violation of terms and conditions of the tender/RFP document which amounts to cheating /depicting of malafide intention during the completion of the contract anywhere in NHM-MP or either by any of Central Govt. / State Govt. / Public sector undertaking/any other Local body, NHM-MP will be at discretion to take appropriate action as its finds fit.

Full name and complete address with Signature of Bidder

WITNESS:

(1) Full Name

And Address

Signature

(2) Full Name

And Address

Signature

[Location, Date]

Please provide a certificate that the Agency have been in operation for a minimum of 3 years as on 30th November 2020 in the field of Highly Skilled and Skilled (Computer Operators / Data Entry Operators) Manpower Outsourcing Services and that the Agency has not been blacklisted by any Central/ State/ Public Sector undertaking in India.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Email:

Fax:

(Name and seal of the Bidder)

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

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

Ref.:

Bank Guarantee:

Date: Dear Sir/Madam,

In consideration of[*Name of Client*] (hereinafter referred as the 'NHM-MP', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to [*name of Agency*] a [*provide nature of organisation*], established under laws of [*country*] and having its registered office at [*address*] (hereinafter referred to as the 'Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [*name of assignment*] Work order by issue of NHM-MP's Work order Letter of Award No. [*reference*] dated [*date*] and the same having been unequivocally accepted by the Agency, resulting in a work order/contract valued at Rs. [*amount in figures and words*] for [*Scope of Work*] (hereinafter called the 'Work order') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [*amount in figures and words*] to the NHM-MP for performance of the said Agreement.

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

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

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

of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NHM-MP or any other indulgence shown by the authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the NHM-MP at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the client may have in relation to the 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 Agency/the Bank or any absorption, merger or amalgamation of the Agency/the bank with any other Person.

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

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Note:

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

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

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

POWER OF ATTORNEY

Know all men by these present, we (*name and address of the registered office of the Bidder*) do hereby constitute, appoint and authorize Mr. /Ms. _____ R/o _____ (*name and address of residence*) who is presently employed with us and holding the position of as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the proposal/bid for selection of Agency to provide Manpower services as defined under this RFP for NHM-MP, GoMP for a period of Two (2) Years, representing us in all matters in connection with our bid for the said Project.

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

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

Accept (*Signature*)

(*Name, Title and Address of the Authorized representative*)

For _____

(*Signature*)

(*Name, Title and Address*)

Notes:

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

ANNEXURE 8 - FORMAT FOR AFFIDAVIT FOR SOLE PROPRIETORSHIP FIRM

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

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

do hereby solemnly affirm and declare as under:

That I have formed a proprietorship firm which will be known as
and I shall do the business of sale/purchase /supply and work contract

That I am Sole Proprietor of (Sole Proprietor Firm Name) and I am alone in this proprietorship

That the office of the firm is situated at.....

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

That there is no other partner in this proprietorship firm name.....

That I alone hold the position of the authorized representative, to do in the name of the applicant Firm,
all such acts, deeds and things necessary in connection with or incidental to the proposal/bid for
_____ for a period of (3) Three Years,
representing us in all matters in connection with our bid for the said Project.

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

Place: _____ DEPONENT

Date:

VERIFICATION

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

Place: _____ DEPONENT

Date:

