National Health Mission
Madhya Pradesh

RFP for Selection of Non-profit agency / NGOs for Caregivers Selection & Training in Elderly Program of Madhya Pradesh

Tender No.NHM/NPHCE/2017/24048.

Office of National Health Mission
8, Arera Hills Bhopal - 462003

Tel: 0755 4092540 - Email:-drvirendra61@gmail.com
Website:-www.nhmmp.gov.in
## 1. Bid Data Sheet

<table>
<thead>
<tr>
<th>Particular</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Client</td>
<td>National Health Mission Madhya Pradesh (NHM-MP)</td>
</tr>
<tr>
<td>Address and Concerned person for Correspondence</td>
<td>Mission Director, National Health Mission Madhya Pradesh, Arera Hills, Bhopal - 462003</td>
</tr>
<tr>
<td>Availability of Tender - Start Date and Time</td>
<td>23/11/2017, 17:00 Hrs.</td>
</tr>
<tr>
<td>Availability of Tender - End Date and Time</td>
<td>13/12/2017, 15:00 Hrs.</td>
</tr>
<tr>
<td>Last date for sending Pre-Bid queries</td>
<td>30/11/2017, 17:30 Hrs.</td>
</tr>
<tr>
<td>Email address to send the Pre-bid queries</td>
<td><a href="mailto:drvirendra61@gmail.com">drvirendra61@gmail.com</a></td>
</tr>
<tr>
<td>Online Bid Submission Date</td>
<td>13/12/2017, 17:00 Hrs.</td>
</tr>
<tr>
<td>Cost of bid document</td>
<td>Rs. 2,000 + Processing Fees (non-refundable) to be paid online through the e-procurement portal.</td>
</tr>
<tr>
<td>EMD / Bid Security Amount</td>
<td>Rs 1,00,000/- (Rs One Lakh only) online through e-procurement portal. EMD in any other form will not be accepted failing which the tender shall be rejected summarily.</td>
</tr>
<tr>
<td>Date and time for opening of mandatory Proposal</td>
<td>14/12/2017, 14:00 Hrs.</td>
</tr>
<tr>
<td>Date and time for opening of Technical Proposal</td>
<td>17/12/2017, 12:00 Hrs.</td>
</tr>
<tr>
<td>Performance Security</td>
<td>EMD of successful NGO shall be converted to Performance Security.</td>
</tr>
<tr>
<td>Method of submission of Proposal</td>
<td>Only through e-Procurement portal : website <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a></td>
</tr>
<tr>
<td>Validity of Bids</td>
<td>Minimum 120 days from the last date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any)</td>
</tr>
</tbody>
</table>
DISCLAIMER
All information contained in this tender document provided and clarified are in the good interest and faith. This is not an agreement and not an offer or invitation to enter into an agreement of any kind with any party. Though adequate care has been taken in this tender document, the interested NGOs shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested NGOs are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the tender document is complete in all respects and NGOs submitting their proposal are satisfied that the tender document is complete in all respects. *National Health Mission, Madhya Pradesh* - (NHM-MP) reserves the right to reject any or all of the proposals submitted in response to this tender document at any stage without assigning any reasons whatsoever. NHM-MP also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their proposal in response to this tender. NHM-MP reserves the right to change, modify and amend any or all of the provisions of this tender document without assigning any reason. Any such change would be communicated to the NGOs by posting it on www.mpeproc.gov.in portal or on the website of NHM-MP ([www.nhmmp.gov.in](http://www.nhmmp.gov.in)).

Neither NHM-MP nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the assignment, the information and any other information supplied by or on behalf of NHM-MP or their employees or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.
Project Proposal of Elderly Care

Introduction -

The National Programme for Health Care for the Elderly (NPHCE) is a modest attempt by the Ministry of Health and Family Welfare to address this issue by way of introducing a comprehensive health care set up completely dedicated and tuned to the needs of the elderly. The interventions are designed to capture the Preventive, Curative and rehabilitative aspects in the geriatric field.


Vision of the NPHCE is:

• To provide accessible, affordable, and high-quality long-term, comprehensive and dedicated care services to an Ageing population;

• Creating a new “architecture” for Ageing;

• To build a framework to create an enabling environment for “a Society for all Ages”;

• To promote the concept of Active and Healthy Ageing;

Specific Objectives of NPHCE are:

• To provide an easy access to promotional, preventive, curative and rehabilitative services to the elderly through community based primary health care approach

• To identify health problems in the elderly and provide appropriate health interventions in the community with a strong referral backup support.

• To build capacity of the medical and paramedical professionals as well as the care-takers within the family for providing health care to the elderly.

• To provide referral services to the elderly patients through district hospitals, regional medical institutions

• Convergence with National Rural Health Mission, AYUSH and other line departments like Ministry of Social Justice and Empowerment.

Core Strategies to achieve the Objectives of the programme are:

• Community based primary health care approach including domiciliary visits by trained health care workers.
• Dedicated services at PHC/CHC level including provision of machinery, equipment, training, additional human resources (CHC), IEC, etc.

• Dedicated facilities at District Hospital with 10 bedded wards, additional human resources, machinery & equipment, consumables & drugs, training and IEC.

• Strengthening of 8 Regional Medical Institutes to provide dedicated tertiary level medical facilities for the Elderly, introducing PG courses in Geriatric Medicine, and in-service training of health personnel at all levels.

• Information, Education & Communication (IEC) using mass media, folk media and other communication channels to reach out to the target community.

• Continuous monitoring and independent evaluation of the Programme and research in Geriatrics and implementation of NPHCE.

**Expected Outcomes of NPHCE**

• Regional Geriatric Centres (RGC) in 8 Regional Medical Institutions by setting up Regional Geriatric Centres with a dedicated Geriatric OPD and 30-bedded Geriatric ward for management of specific diseases of the elderly, training of health personnel in geriatric health care and conducting research; • Post-graduates in Geriatric Medicine (16) from the 8 regional medical institutions;

• Video Conferencing Units in the 8 Regional Medical Institutions to be utilized for capacity building and mentoring;

• District Geriatric Units with dedicated Geriatric OPD and 10-bedded Geriatric ward in 80-100 District Hospitals;

• Geriatric Clinics/Rehabilitation units set up for domiciliary visits in Community/Primary Health Centres in the selected districts;

• Sub-centres provided with equipment for community outreach services;

• Training of Human Resources in the Public Health Care System in Geriatric Care

**Scope of Work –**

1. **Project Title: Selection & Training of geriatric caregivers for the elderly**

Old age care in India is a concern which has not received any major attention from the Government, the private Sector or society at large. Till a few decades back due to the high mortality rates and lower life spans, the number of persons in the category of the oldest of old was marginal. It is only recently that we are witnessing the phenomenon of people living well beyond their 80’s. The traditional joint family system which was once a predominant living arrangement is fast disappearing from cities/towns and villages. People from the cities are going abroad and large migrations are taking place from the villages to the cities. Post seventies, ailments like Dementia, Alzheimer’s and lack of mobility are extremely common, making dependence
unavoidable. For the elderly to continue to live with their children after the onset of such ailments, results in an enormous burden on the latter and destroys the relationships between parents and children, developed over decades. Advancement of old age results in a number of physiological changes that affects activities of daily living (ADL) For support to Elderly requires- Caregivers person in society. e.g. reduction in eyesight, hearing, mobility, strength and/or stamina that reduces an individual’s abilities to sustain independent living.

2. Activities -

Selection of Caregivers – 300 Caregivers to be selected in Indore, Gwalior & Jabalpur Urban area (100 for each).

Training of Caregivers – Caregivers to be trained (30 trainees per batch) in Module –Duration: 105 days (3 & half Months) per batch.

Certification of Caregivers - Trained caregivers certified on elderly care.

3. Eligibility Criteria

The NGOs interested in bidding for the tender should meet the minimum eligibility criteria as mentioned below:

<table>
<thead>
<tr>
<th>S.N</th>
<th>Essential Criteria</th>
<th>Documents to be Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Registered firms as non-profit agency / NGO under Firms &amp; Society Act Rule 27 of the state or registered Trust or Company not working for profit motive.</td>
<td>Copy of Registration Certificate or Copy of 12 A certificate</td>
</tr>
<tr>
<td>2.</td>
<td>Non-profit agency / NGO shall have office in MP.</td>
<td>Copy of rent agreement/ copy of registry/ Latest copy Electricity bill/ Latest copy telephone bill (on the name of Non-profit agency / NGO).</td>
</tr>
<tr>
<td>3.</td>
<td>Minimum 5 years of experience working with any agency of GoI/MP State government like Health Department, Social Justice Department</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned govt. department</td>
</tr>
<tr>
<td>4.</td>
<td>Minimum 5 years of experience working in Geriatric Care</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned department/ agencies.</td>
</tr>
<tr>
<td>5.</td>
<td>Minimum 3 years’ experience in training of caregivers for elderly except running of Old age home/ Orphanage home /Hospital, Adult education etc.</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned department/ agencies.</td>
</tr>
<tr>
<td>6.</td>
<td>Minimum 5 years of Experience working with any Multilateral implementation agencies such as UNDP,</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued by</td>
</tr>
</tbody>
</table>
### Selection of NGOs for Caregivers Selection & Training in Elderly Program of Madhya Pradesh

<table>
<thead>
<tr>
<th>S.N</th>
<th>Essential Criteria</th>
<th>Documents to be Provided</th>
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<tbody>
<tr>
<td>7.</td>
<td>Average Annual Income per year for last three years (2014-15, 2015-16, 2016-17) should be 35 Lakhs in anyone above mentioned FY.</td>
<td>Funds received and expenditure incurred accompanied with CA audited balance sheet for last three financial years.</td>
</tr>
<tr>
<td>8.</td>
<td>The NGO should not be <strong>black listed</strong> by any State Government, Central Government or any other Public Sector undertaking as on the date of Bid Submission.</td>
<td>An undertaking to this effect should be submitted by the NGO on its letter head signed by authorized person.</td>
</tr>
<tr>
<td>9.</td>
<td>There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the NGO.</td>
<td>An undertaking to this effect should be submitted by the NGO on its letter head signed by authorized person.</td>
</tr>
</tbody>
</table>

### 4. Criteria of marking

<table>
<thead>
<tr>
<th>S N</th>
<th>Criteria</th>
<th>Documents to be Provided</th>
<th>Marks Allotted</th>
<th>Maximu m Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>NGO/Firm’s Strength</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.</td>
<td>Existence of NGO / Trust or Company not working for profit motive.</td>
<td>Copy of Registration/renewal Certificate or Copy of 12 A certificate</td>
<td>5 to 10 years = 2 Mark</td>
<td>6</td>
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<td></td>
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<td></td>
<td>10 to 15 years = 4 Marks</td>
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<td></td>
<td></td>
<td></td>
<td>More than 15 years = 6 Marks</td>
<td></td>
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<tr>
<td>2.</td>
<td>Minimum 5 years of experience working with any agency of GoI/MP State government like Health Department, Social Justice Department</td>
<td>List of Projects NGO implemented any program supported by state / Multilateral implementation agencies at least for a year with details such as name of the project, year of operation, name of the program and source of funding.</td>
<td>2 to 5 projects = 2 marks</td>
<td>6</td>
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<tr>
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<td>5 to 7 projects = 4 marks</td>
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<td></td>
<td>More than 7 projects = 6 marks</td>
<td></td>
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<tr>
<td>3.</td>
<td>Financial Strength</td>
<td>Funds received and expenditure incurred accompanied with CA</td>
<td>35 to 40 Lakh = 2 Marks/ per year</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>40 to 45 Lakh = 3 Marks/ per year</td>
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<tr>
<td>S N</td>
<td>Criteria</td>
<td>Documents to be Provided</td>
<td>Marks Allotted</td>
<td>Maximun Marks</td>
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<tr>
<td></td>
<td></td>
<td>audited balance sheet for last three financial years.</td>
<td>More than 45 Lakh = 4 Marks /per year</td>
<td></td>
</tr>
</tbody>
</table>
| 4.  | Manpower strength | Self-Certificate on letter head with list of Caregivers’ trainers, permanent staff with core funding and project based staff with details such as name of the person, designation, name of the project/ program | 6-10 caregivers’ trainers = 4 Marks  
10 to 15 employees = 2 Marks | 6 |

**B. Experience of NGO in Geriatric Care field**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned Govt. Department.</th>
<th>Marks Allotted</th>
<th>Maximun Marks</th>
</tr>
</thead>
</table>
| Minimum 5 years of experience working in Geriatric Care |                                                                                           | 5 years to less than or equal to 7 years = 2 Marks  
More than 7 years to less than or equal to 10 years = 4 Marks  
More than 10 years = 8 Marks | 8 |
| Minimum 3 years’ experience in training of caregivers for elderly except running of Old age home/ Orphanage home /Hospital, Adult education etc. | Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned govt. Department/ Multilateral implementation agencies. | 6 months to less than or equal to 12 months = 2 Marks  
More than 12 months to less than or equal to 18 months = 4 Marks  
More than 18 months = 6 marks | 6 |
| Minimum 5 years of Experience working with any Multilateral implementation agencies such as UNDP, UNFPA, UNICEF any other International Agencies etc. | Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned Multilateral implementation agencies such as UNDP, UNFPA, UNICEF etc. | 5 to 7 years = 2 Marks  
7 to 10 years = 4 Marks  
More than 10 years = 6 Marks | 6 |
| | | Total Marks | 50 |
5. **Review and Monitoring**

The performance of the NGO will be judged on the basis of work done against the agreed work plan for all the activities and fund utilization. The quality of the work will be measured through feedback and state officers obtained through check list designed for the purpose.

6. **Duration of the Contract**

Non-profit agency/NGO selected for the purpose shall enter in to a contract with the NHM with agreed terms and conditions. It will be engaged initially for a period of 1 year from the date of signing of agreement which may further be extended by maximum period of one year by the government subject to satisfactory performance and on the same terms and condition of the contract. However detailed provisions for modification or terminations of the contract and related liabilities and penalties are stated in subsequent paras.

7. **Instructions to the Non-profit agency/NGOs**

This section specifies the procedures to be followed by NGOs in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the NGO carefully reads and examines the tender document.

a. **Availability of Tender Document**

The Tender document is available and downloadable on following websites:

a) http://www.mpeproc.gov.in
b) http://www.nhmmp.gov.in

Tender Fees (non-transferable & non-refundable) Rs. 2000/- must be paid online at e- procurement portal (http://www.mpeproc.gov.in).

b. **Clarifications**

i. **Clarifications**

The prospective NGO requiring any clarification on the tender shall contact NHM-MP through email by sending the queries at drvirendra61@gmail.com. NHM-MP would provide clarifications to only those queries which would be received before 10 days of bid submission. All future correspondence/corrigendum shall be published on www.mpeproc.gov.in and NHM MP websitehttp://www.nhmmp.gov.in

ii. **Issue of Corrigendum**

a) NHM-MP reserves the right to make any kind of amendments or in the terms and conditions of tender before the due date of submission of bid. Any change/ clarification/ corrigendum would be uploaded on the e- procurement portal.

b) NHM-MP at its discretion may extend the due date for the submission of bids.

c. **Preparation and Submission of Proposal**

i. **Language**

The bid as well as all correspondence and documents relating to the bid exchanged by the NGO and the NHM MP, shall be in English language only.
ii. Submission of Bid

- The NGO is responsible for registration on the e-procurement portal (www.mpeproc.gov.in) at their own cost. The NGOs are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684.

- NGOs shall submit their proposals electronically on the portal: www.mpeproc.gov.in

- Tender documents can be downloaded from website www.mpeproc.gov.in without any cost. However, the tender document of those NGO shall be acceptable who have made online payment for the tender documents fee of Rs 2,000/- (Rs Two Thousand only) and processing fee as applicable (non-refundable) to be paid online through the e-Procurement portal (website www.mpeproc.gov.in), without which bids will not be accepted.

- There is no exemption in the tender fee. If the NGO fails to submit the tender fee as stated above, his bid shall be disqualified.

- For further information regarding issue of Digital Signature Certificate, the NGOs are requested to visit website www.mpeproc.gov.in. Please note that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. NHM MP will not be responsible for delay in issue of Digital Signature Certificate.

- NGO must positively complete online e-tendering procedure at www.mpeproc.gov.in

- NHM MP shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.

- The NGO shall submit the proposals online as described below:
  
a) Proposal that are incomplete or not in prescribed format may be rejected.
b) The Proposal should be submitted only through the e-procurement portal, no any other form is acceptable.
c) The proposal should be as per the proposal format provided in Annexure I: Proposal Formats.
d) Conditional proposals shall not be accepted on any ground and shall be rejected. If any clarification is required, the same should be obtained before submission of the bids.
e) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
f) NGOs are advised to upload the proposals well before time to avoid last minute issues.

- Sequence of Proposal

  The following order should be maintained in proposal document.
  
  1. Proposal Submission Covering Letter as per Annexure A
  2. Checklist for Eligibility Criteria as per Annexure B
4. Checklist of Marking Criteria as per Annexure C
5. Supporting documents with Proper heading and referenced, in compliance of Checklist for Marking Criteria. In case of repeat supporting document, please provide the reference page number of document.
6. Statement of No Deviation from the Tender Requirements as per Annexure D
7. Self-declaration for not being blacklisted by any Government Entity as per Annexure E
8. Self-declaration for there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action as per Annexure F
9. Query of format Annexure G

e. Late Bids
Proposal after due date and time shall not be accepted.

f. Tender Validity
The tender offer must be valid for 21 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any).

g. Cost of Bidding
The NGO shall bear all the costs associated with the preparation and submission of its bid, and the NHM MP will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

h. Interpretation of the clauses in the Tender Document
In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the NHM-MP interpretation of the clauses shall be final and binding on the NGO. The decision taken by the NHM-MP in the process of tender evaluation shall be final.

i. Amendment of Tender Document
At any time prior to the deadline for submission of bids, NHM-MP for any reason, whether at its own initiative or in response to a clarification requested by a prospective NGO, may modify the bid documents by amendment. Any such communication shall be posted on website. NGOs are requested to visit the e-procurement website for updates, modification and withdrawal of offers.

j. Earnest Money Deposit (EMD)
a) The NGO shall be made DD/FDR to name of State Health Society.
b) The NGO shall furnish EMD online through e-procurement portal as per the amount mentioned in Bid Data Sheet.
c) EMD in any other form will not be accepted failing which the tender shall be rejected summarily.
d) No interest shall be payable on EMD under any circumstances.
e) Unsuccessful NGO’s EMD shall be discharged or returned within 30 (thirty) days of expiration of the period of proposal validity or after awarding tender to successful NGO.
f) In case of successful NGO, the EMD shall be refund after the contract completion.
g) No exemption in EMD in any form will be given to any firm/ company/ corporation/ public undertaking.
h) The EMD shall be forfeited by NHM-MP, on account of one or more the following reasons-
▪ If NGO withdraws its bid during the period of bid validity.
▪ If the NGO fails to sign the agreement in accordance with terms and conditions (Only in case of a successful NGO).
▪ Information given in the proposal is found inaccurate/incomplete.

8. Bid Evaluation

a. Evaluation Methodology
i. Tender Opening
   a) Bid Opening shall take place through the e-Procurement portal. Online Proposals submitted along with the EMD shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
   b) In case of **EMD is not received as per the timeline mentioned** in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
   c) During preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
   d) To assist in the scrutiny, evaluation and comparison of offers, the NHM-MP may, at its discretion, ask some or all the NGOs for clarification of their offers on any of the information provided in the bid document and the same may be sent through email only.

ii. Tender Evaluation
   To evaluate the proposal, NHM-MP shall formulate a Tender Evaluation Committee (TEC) (also referred to as “Evaluation Committee”). The Evaluation Committee shall evaluate the bids as per the following process:
   a) The NHM-MP will evaluate and compare the bids that have been determined to be substantially responsive.
   b) Tender Evaluation Committee shall review the proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and eligibility of the NGOs, Evaluation Committee may, at its discretion, ask any NGO for a clarification of its bid.
   c) After eligibility evaluation, marking of proposal shall be done on the basis of documents as provided in the bid document being annexed as Annexure B and C.
   d) On the basis of ranking of NGOs being qualified after its successful bid, NHM-MP will allot one successful NGO for proposed activity.
   e) After selection of successful NGOs, NHM may undertake physical verification of NGOs before signing of the agreement. If any anomalies found, then NHM will reject the selection of successful NGO.

Failure to Agree with the Terms and Conditions of the Tender

Failure of the successful NGO to agree with the Terms & Conditions of the contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event NHM-MP would reject the proposal and forfeit the EMD as specified in the document.
9. **Confidentialities**
   a) Any attempt by a NGO to influence NHM-MP in the evaluation of the bids or contract award decisions may result in the rejection of its bid.
   b) If any NGO wishes to contact the NHM-MP during/after opening of the Bid to award of contract. He may do so in writing.

10. **Terms and Conditions Governing the Contract**
    a. **Signing of Contract**

       The successful NGO shall execute an agreement with SHS of district within one month from the date of order from NHM-MP. In exceptional circumstances, on request of the successful NGO 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.

    b. **Execution of Contract**

       During the term of contract, the NGO shall work with SHS of allotted district and perform the activities as per the scope of work. In case of poor performance, non-availability of mentors, non-agreement with training timelines, delay in execution of activities etc, SHS shall terminate the agreement after the consent from NHM-MP. In this case, the performance security shall be forfeited.

11. **Performance Security**

    The project shall carry a performance guarantee for contract period plus 90 days. All charges with respect to the Performance Security shall be borne by the NGO. The Performance Security shall remain with the NHM-MP/SHS of allotted district for the contract period plus 90 days. The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the NGO under the contract. However, no interest shall be payable on the performance bank guarantee.

    This guarantee may be invoked on violation of any of the condition(s) given below:
    
    a) If any of services, which shall be given, is of poor quality.
    b) NGO is not available to deliver services for a long time (more than a month).
    c) The observed output is not in accordance with the approved standard.
    d) The NGO or his employee is involved in any unlawful activity relating to this work.

12. **Transfer / Sub-Contracting**

    The NGO has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. **Payment**

    Payment shall be released by State Health Society as per the following terms:

    1. SHS would be disbursing funds to NGO in 3 instalments on the following basis
• The NGO shall submit the plan to the SHS and initiate counselling services following which 40% advance would be given and NGO will initiate the activities.

• Once the 80% of the 1st instalment (40%) is utilized, the NGO shall submit an unaudited statement of expenses duly signed by the Chief Functionary / Authorized person of the NGO to SHS to get the 2nd instalment of 40%.

• The rest 20% amount shall be released to the NGO on submission of the final report and audited statement of expenses with Utilization Certificate to NHM, MP and SHS.

2. The NGO shall submit CA audited UC to SHS along with progress report and expenditure reports in form and substance satisfactory to SHS within the prescribed time.

3. The NGO has fulfilled, in form and substance satisfactory to SHS the conditions or special conditions precedent to each such disbursement within the applicable terminal date or other deadlines noted in the special conditions.

4. The NGO demonstrates that it has achieved programmatic results consistent with the activities set forth in agreement and explains any reason for deviation from set activities.

14. Suspension & Termination of Successful NGO

a) Subject to the provisions mentioned here under this contract shall terminate at the expiry of the agreement term.

b) Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.

c) Either party with the consent of the other party can terminate this Agreement by giving 30 days written notice.

d) SHS with consent of NHM-MP reserves the right to terminate the contract in case NGO gets blacklisted by any of the agency of the Government of Madhya Pradesh, or any other Ministry of Government of India during the course of Project or if NGO is convicted in a legal/tax evasion case or on account of any other legal misconduct of the NGO.

e) SHS with consent of NHM-MP may serve written notice on NGO at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the NGO.

f) In the event that the SHS terminates this Agreement due to the breach of the contract as per the conditions of this agreement, the performance security shall be invoked.

g) Upon expiry, this Agreement may be extended and/or renewed subject to the terms of this Agreement.

h) SHS with consent of NHM-MP may, at any time, terminate the engagement by giving 30 days written notice to the NGO without any compensation (if the NGO becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter)

i) The engagement of the NGO shall be suspended/terminated and the NGO may be blacklisted forthwith by the SHS with consent of NHM-MP under following circumstances/reasons:

• Violation of any condition of the Tender/ contract or part of any condition of the Tender contract of engagement, or
• Deviation found in quality and quantity of the service provided, or
• If it is found that during the process of award of contract, fraudulence was made by the NGO.

j) As stopping the providing faulty/substandard service and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the engagement of the NGO will be suspended. However, before taking the final decision on the matter, NGO will be given reasonable opportunities to explain their stand. After enquiry, if NGO is found guilty, the engagement of the concerned NGO for the service in question will be cancelled and other appropriate legal action shall also be initiated. In case of any dispute, the decision of the Mission Director, NHM-MP shall be final and binding.

15. Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

16. Corrupt / Fraudulent Practices

The NHM MP requires that the NGOs under this tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the NHM-MP defines the terms set forth as follows:

a) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;

b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.

c) “Fraudulent practice” means a misrepresentation of facts in order to influence award of contract or a execution of a contract to the detriment of the NHM-MP, and includes collusive practice among NGOs (prior to or after bid submission) to deprive the NHM-MP of the benefits of the free and open competition;

d) The NHM-MP will suspend the award of contract if prima-facie it is established that the NGO had engaged in corrupt or fraudulent practices in competing for the contract in question.

e) The NHM-MP will declare the NGO ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the NGO has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

17. Resolution of Disputes

NHM-MP and the successful NGOs shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved, shall be referred to Principal Secretary, Public Health and Family Welfare Department. The decision by PS Health shall be final and binding upon the parties. Here to, subject to legal remedies available under the law.

18. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of High Courts of Madhya Pradesh.
19. **Indemnity**

The successful NGO shall indemnify, protect and save NHM-MP and against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like training material, photograph etc.) and the services rendered under the contract.

20. **Publicity**

Any publicity by the NGO in which the name of the NHM-MP is to be used should be done only with the explicit written permission of the NHM-MP.

21. **Force Majeure**

a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.

b) For purposes of this clause, “Force Majeure” means an event beyond the control of both the parties (NHM-MP&NGO) and not involving the both the parties and not involving the fault of either the parties or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.

c) If a Force Majeure situation arises, the any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by, the NGO shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

d) If an event of Force Majeure continues for a period of Sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.

e) The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

i. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
   - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
   - Explosion or chemical contamination (other than resulting from an act of war);
   - Epidemic such as plague;
   - Any event or circumstance of a nature analogous to any of the foregoing

ii. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
   - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
   - Any act of Government
   - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
   - Any event or circumstance of a nature analogous to any of the foregoing.
22. **Right to terminate the process**

MD, NHM-MP/Director NHM-MP, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected NGO(s) or any obligation to inform the affected NGO(s) of the grounds for such action.

NHM-MP makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by NHM-MP. The NGO’s participation in this process may result in NHM-MP selecting the NGO to engage in further discussions and negotiations.

23. **Limitation of Liability**

The maximum aggregate liability of NGO shall not exceed the annual bill value or average annual bill value in case one year is not completed.

24. **GENERAL CONDITIONS**

a) The NGO shall bear the expenses regarding delivery of services.

b) The NGO will appoint a person to be the nodal / relationship officer for coordinating with NHM-MP/SHS. The person identified must be available over phone at all times.

c) The NGO shall execute the whole work in strict accordance with guidelines of NHM GoI and NHM-MP or SHS as applicable.

**Annexure I: Proposal Formats**

*(To be included in Proposal Submission)*

**Annex A. On Covering letter for Proposal Submission**

*(Letter on the NGO’s Letterhead)*

To,

The Mission Director,

National Health Mission, Madhya Pradesh,

Sub: Submission of Proposal

Ref: <Title of Tender>

(Tender No: __________ Dated: __/__/____)

Dear Sir,

Having examined the tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work on service area as per scope of work, as required and outlined in the Tender. We attach hereto our responses to your requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to NHM-MP is true, accurate, verifiable and complete. This response includes all information necessary to ensure that
the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document.

We hereby confirm that:
1. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling projects of this value and in the specified time schedule.
2. We agree to work on rates provided by Government of MP.
3. We further confirm that all chapters of the tender documents have been read, understood and there is no deviation/discrepancy.
4. We agree that you are not bound to accept any tender response you receive. We also agree that you reserve the right in absolute sense to reject all or any of the NGO in the tender response.

Following are the particulars of our organization:

<table>
<thead>
<tr>
<th>SN</th>
<th>Description</th>
<th>Details (To be filled by the NGO)</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of the NGO</td>
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<td>2</td>
<td>official address (in Madhya Pradesh)</td>
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<td>3</td>
<td>Phone No. and Fax No.</td>
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<tr>
<td>4</td>
<td>Corporate Headquarters Address</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Phone No. and Fax No.</td>
<td></td>
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<tr>
<td>6</td>
<td>Web Site Address</td>
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<tr>
<td>7</td>
<td>Details of Firm’s Registration (Please enclose copy of the registration document)</td>
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<tr>
<td>8</td>
<td>Name of Registration Authority</td>
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<td>9</td>
<td>Registration Number and Year of Registration</td>
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<tr>
<td>10</td>
<td>GST registration No. (if any)</td>
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<td>11</td>
<td>Permanent Account Number (PAN)</td>
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<td>12</td>
<td>Name &amp; address of the Banker</td>
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</table>

Note: Separate sheets may be attached wherever necessary.

Contact Details of officials for future correspondence regarding the bid process:

<table>
<thead>
<tr>
<th>Details</th>
<th>Authorised Signatory</th>
<th>Secondary Contact</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
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<tr>
<td>Title</td>
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</table>
It is hereby confirmed that I/We are entitled to act on behalf of our NGO and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place] [Date and Time]
[Seal & Sign]
[Business Address]

### Annex B Checklist for Eligibility / Qualification Criteria

<table>
<thead>
<tr>
<th>S N</th>
<th>Eligibility / Qualification Criteria</th>
<th>Documents to be Provided</th>
<th>Document Submitted (Yes/No)</th>
<th>If yes, Name of document provided</th>
<th>Reference Page Number</th>
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<tbody>
<tr>
<td>1.</td>
<td>Registered firms as non-profit agency / NGO under Firms &amp; Society Act Rule 27 of the state or registered Trust or Company not working for profit motive.</td>
<td>Copy of Registration or Certificate Copy of 12 A certificate</td>
<td></td>
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<td>2.</td>
<td>Non-profit agency / NGO shall have office in MP.</td>
<td>Copy of rent agreement/ copy of registry Latest Copy Electricity bill/ Latest copy telephone bill (on the name of non-profit agency/ NGO)</td>
<td></td>
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<td>3.</td>
<td>Minimum 5 years of experience working in Geriatric Care</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned govt. department</td>
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<td></td>
<td>Minimum 3 years’ experience in training of caregivers for elderly except running of Old age home / Orphanage home /Hospital, Adult education etc.</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued</td>
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<td>4.</td>
<td>Minimum 5 years of Experience working with any Multilateral implementation agencies such as UNDP, UNFPA, UNICEF any other International Agencies etc.</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned Multilateral implementation agencies such as UNDP, UNFPA, UNICEF any other International Agencies etc.</td>
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<td>5.</td>
<td>Average Annual Income per year for last three years (2014-15, 2015-16, 2016-17) should be 35 Lakhs in any one above mentioned FY.</td>
<td>Funds received and expenditure incurred accompanied with CA audited balance sheet for last three financial years.</td>
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<td>6.</td>
<td>The NGO should not be black listed by any State Government, Central Government or any other Public Sector undertaking as on the date of Bid Submission.</td>
<td>An undertaking to this effect should be submitted by the NGO on its letter head signed by authorized person.</td>
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<td>7.</td>
<td>There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/ regulations against the NGO.</td>
<td>An undertaking to this effect should be submitted by the NGO on its letter head signed by authorized person.</td>
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**Annex C  Checklist of Marking Criteria**
<table>
<thead>
<tr>
<th>S. N.</th>
<th>Eligibility / Qualification Criteria</th>
<th>Documents Required</th>
<th>Documents Provided (Yes/No)</th>
<th>Name/ Details of Documents Provided</th>
<th>Reference Page No.</th>
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<tbody>
<tr>
<td></td>
<td>A. NGO/ Trust Strength</td>
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<tr>
<td>1.</td>
<td>Existence of NGO / Trust or Company not working for profit motive.</td>
<td>Copy of Registration Certificate or Certificate Copy of 12 A certificate</td>
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<td>2.</td>
<td>Operational area of NGOs in MP</td>
<td>List of districts in which NGO implemented any program supported by state/Multilateral implementation agencies at least for a year with details such as name of the district, year of operation, name of the program and source of funding.</td>
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<td>3.</td>
<td>Financial Strength</td>
<td>Funds received and expenditure incurred accompanied with CA audited balance sheet for last three financial years.</td>
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<td>4.</td>
<td>Manpower strength</td>
<td>Self-Certificate on letter head with list of Elderly Care Trainers, permanent staff with core funding and project based staff with details such as name of the person, designation, name of the project/ program</td>
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<td>B. Experience of NGO/ Trust</td>
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<td>5.</td>
<td>Minimum 5 years of experience working in Geriatric Care</td>
<td>Completion Certification Copy/Agreement Copy, Letters/orders issued by the concerned govt. Department.</td>
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<td>6.</td>
<td>Minimum 3 years’ experience in training of caregivers for elderly except running of Old age home/Orphanage home/Hospital, Adult education etc.</td>
<td>Completion Certification Copy/ Agreement Copy, Letters/orders issued by the concerned govt. Department/ Multilateral implementation agencies.</td>
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<td>S. N.</td>
<td>Eligibility / Qualification Criteria</td>
<td>Documents Required</td>
<td>Documents Provided (Yes/No)</td>
<td>Name/ Details of Documents Provided</td>
<td>Reference Page No.</td>
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<td>Completion Certification Copy / Agreement Copy, Letters/orders issued by the concerned Multilateral implementation agencies such as UNDP, UNFPA, UNICEF any other International Agencies etc.</td>
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### Annex D. Statement of No Deviation from the Tender Requirements

(Letter on the NGO’s Letterhead)

To,

The Mission Director,

National Health Mission, Madhya Pradesh,

Sub: Undertaking of No deviation from tender terms and conditions

Ref: <Title of Tender / RFP>

(Tender No: __________ Dated: ___/___/____)

Dear Sir,

I would like to state that in the proposal submitted by <<NGO name>>, there are no deviations from the Tender Terms & Conditions proposed for this engagement.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]
To,
The Mission Director,
National Health Mission, Madhya Pradesh,

Sub: Declaration for not being blacklisted by any Government Entity

Ref: <Title of Tender / RFP>

(Tender No: __________ Dated: __/__/____)

Dear Sir,

In response to the above mentioned tender. I/We, _______________, as ________ <Designation>______ of M/s_____________, hereby declare that our Firm/NGO __________is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State, Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]

Annex F. Self-declaration for there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action

(Letter on the NGO’s Letterhead)

To
The Mission Director,
National Health Mission, Madhya Pradesh,

Sub: Declaration for there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations

Ref: <Title of Tender / RFP>

(Tender No: __________ Dated: __/__/____)

Dear Sir,
In response to the above mentioned tender. I/We, ______________, as ________ <Designation>______ of M/s____________, hereby declare that your NGO __________is having unblemished past record and there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against us.

Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]

Annex G. Format for Queries

To,
The Mission Director,
National Health Mission, Madhya Pradesh,

Sub: Submission of Queries

Ref: < Title of Tender / RFP >

(Tender No: __________ Dated: __/__/____)

Dear Sir,

We have gone through the bid document and have following queries:-

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Clause No in Tender</th>
<th>Page Number</th>
<th>Query</th>
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Request your kind response of the same.
Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal]  
[Business Address]