



# National Health Mission

## Madhya Pradesh

RFP for Selection of Non-Government Organizations / Non-Profit  
Organizations for implementation of Rashtriya Kishor Swasthya Karyakram  
(RKSK) in Madhya Pradesh

Tender No.  
NHM/RKSK/2024/630

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## Table of Contents

DISCLAIMER.....	4
GLOSSARY.....	5
1. Bid Data Sheet .....	6
<b>2. Introduction.....</b>	<b>7</b>
3. Eligibility Criteria .....	9
4. Criteria of marking.....	10
5. Scope of Work.....	12
6. Activities .....	15
<b>7. List of Clusters where NPA/NGOs Services are required.....</b>	<b>15</b>
10. Duration of the Contract .....	16
11.1 Availability of Tender Document .....	16
11.2 Clarifications .....	17
11.2.1 Clarifications.....	17
11.2.2 Issue of Corrigendum.....	17
11.3 Preparation and Submission of Proposal.....	17
11.3.1 Completeness of Bids.....	17
11.3.2 Language .....	17
11.3.3 Submission of Bid.....	17
11.4 Sequence of Proposal .....	18
11.5 Late Bids.....	19
11.6 Tender Validity .....	19
11.7 Cost of Bidding.....	19
11.8 Interpretation of the clauses in the Tender Document .....	19
11.9 Amendment of Tender Document.....	19
11.10 Earnest Money Deposit (EMD).....	19
<b>12. Bid Evaluation .....</b>	<b>19</b>
12.1 Evaluation Methodology.....	19
12.1.1 Tender Opening .....	20
12.1.2 Tender Evaluation.....	20
12.1.3 Failure to Agree with the Terms and Conditions of the Tender.....	21
<b>13. Confidentialities.....</b>	<b>21</b>
<b>14. Terms and Conditions Governing the Contract .....</b>	<b>21</b>
14.1 Signing of Contract .....	21
14.2 Execution of Contract.....	21
<b>15. Performance Security .....</b>	<b>21</b>
15.1 Performance Security: .....	21
<b>16. Transfer / Sub-Contracting .....</b>	<b>22</b>
<b>17. Service Levels &amp; Penalties.....</b>	<b>22</b>
<b>18. Payment.....</b>	<b>23</b>
<b>19. Suspension &amp; Termination of Successful NGO .....</b>	<b>24</b>
<b>20. Amendment .....</b>	<b>25</b>
<b>21. Corrupt / Fraudulent Practices.....</b>	<b>25</b>
<b>22. Resolution of Disputes.....</b>	<b>25</b>
<b>23. Legal Jurisdiction .....</b>	<b>25</b>
<b>24. Indemnity .....</b>	<b>25</b>

25. Publicity .....26

26. Force Majeure.....26

27. Right to terminate the process..... 27

28. Limitation of Liability ..... 27

29. GENERAL CONDITIONS ..... 27

Annexure I: Proposal Formats .....28

    A. On Covering letter for Proposal Submission..... 28

    B. Checklist for Eligibility / Qualification Criteria ..... 31

    C. Checklist of Marking Criteria..... 33

    D. Preference list of Cluster..... 35

    E. Statement of No Deviation from the Tender Requirements ..... 36

    F. Self-declaration for not being blacklisted by any Government Entity ..... 37

    G. Self-declaration for there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action ..... 38

    H. Format for Queries..... 39

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/NPOS shall satisfy themselves before applying against this RFP that they are eligible for participation. The information published in this document is not intended to be exhaustive. Interested NGOs/NPOs 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/NPOs 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/NPOs by posting it on <https://mptenders.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 arise 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.

**GLOSSARY**

<b>Abbreviations</b>	
<b>CA</b>	Chartered Accountant
<b>EMD</b>	Earnest Money Deposit
<b>GoMP</b>	Government of Madhya Pradesh
<b>GOI</b>	Government of India
<b>MP</b>	Madhya Pradesh
<b>NHM-MP</b>	National Health Mission Madhya Pradesh
<b>MoHFW</b>	Ministry of Health and Family Welfare
<b>NGO</b>	Non Government Organization
<b>NPO</b>	Non-Profit Organization
<b>NHM</b>	National Health Mission
<b>PE</b>	Peer Educator
<b>RKSK</b>	Rashtriya Kishor Swasthya Karyakram
<b>SL</b>	Service Levels
<b>SLA</b>	Service Level Agreement
<b>SOE</b>	Statement of Expenditure
<b>UC</b>	Utilization Certificate
<b>ACS</b>	Additional Chief Secretary
<b>PS</b>	Principal Secretary
<b>MD</b>	Mission Director
<b>CMHO</b>	Chief Medical and Health Officer

**1. Bid Data Sheet**

Particular	Details
Name of the Client	National Health Mission Madhya Pradesh (NHM-MP)
Address and Concerned person for Correspondence	Mission Director, National Health Mission Madhya Pradesh, Bhopal
Availability of Tender - Start Date	15/03/2024
Availability of Tender - End Date	25/04/2024
Date of Pre-Bid Meeting and Last date for sending Pre-Bid queries	Pre-Bid Meeting (Hybrid Mode) Date - 26/03/2024 at 3PM Link of Meeting- <a href="https://nhmmp.webex.com/nhmmp/j.php?MTID=m4e690826ef7d71818fd46ffc12b1aa17">https://nhmmp.webex.com/nhmmp/j.php?MTID=m4e690826ef7d71818fd46ffc12b1aa17</a> Tuesday, March 26, 2024 3:00 PM Meeting number: 2551 287 3776 Password: 1190 Last date for sending Pre-Bid queries - 28/03/2024, 4PM
Email address to send the Pre-bid queries	<a href="mailto:ddrksknhm@mp.gov.in">ddrksknhm@mp.gov.in</a>
Online Bid Submission Start Date	08/04/2024
Online Bid Submission End Date	25/04/2024
Cost of bid document	Rs. 2,000 + Processing Fees (non-refundable) to be paid online through the e-procurement portal.
EMD / Bid Security Amount	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.
Date and time for opening of Proposal	26/04/2024
Performance Security	10% for the budget allotted per year of the contact period.
Method of submission of Proposal	Only through e-Procurement portal: website <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
Validity of Bids	Minimum 180 days from the last date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any)
Other Important point	If a bidder(NGO/NPO) who has already been selected in a previous RFP (NHM/RKSK/2023/16654) submits proposal, then the proposal will be rejected and not considered further in the process.

## 2.1 Introduction

Adolescents (10-19 years) constitute about one-fifth of India's population and young people (10-24 years) about one-third of the population. This represents a huge opportunity that can transform the social and economic fortunes of the country. The large and increasing relative share and absolute numbers of adolescents and youth population in India make it necessary that the nation ensures they become a vibrant, constructive force that can contribute to sustainable and inclusive growth. The skills, knowledge, attitudes and behavior of today's young people are essential to whether, and how well, the demographic dividend is successfully leveraged. In order to enable adolescents to fulfill their potential, substantial investments must be made in education, health, development and other areas. Investments in adolescents will have an immediate, direct and positive impact on India's health goals and on the achievement of the Millennium Development Goals (MDGs), at the same time; it will enhance economic productivity, effective social functioning and overall population development. However, a considerable number of adolescents face challenges to their healthy development due to a variety of factors, including structural poverty, social discrimination, negative social norms, inadequate education, and early marriage and child-bearing, especially in the *marginalized* and under-served sections of the population. In order to respond effectively to the needs of adolescent health and development, it is imperative to situate adolescence in a life-span perspective within dynamic sociological, cultural and economic realities.

Taking cognizance of the need to respond to health and development requirements of adolescents in a holistic manner, MoHFW has developed a comprehensive strategy, based on the principles of participation, rights, inclusion, gender equity and strategic partnerships. The strategy envisions that all adolescents in India are able to realize their full potential by making informed and responsible decisions related to their health and well-being. Implementation of this vision requires a concerted effort by all stakeholder ministries and institutions, including health, education, women and child development and labour as well as the adolescents' own families and communities. The strategy is a paradigm shift, and realigns the existing clinic-based curative approaches to focus on a more holistic model, which includes and focuses on community-based health promotion and preventive care along with a strengthening of preventive, diagnostic and curative services across levels of health facilities.

The approach proposed in the strategy is based on a continuum of care for adolescent health and development needs, including the provision of information, commodities and services at the community level, with mapped out referral linkages through the three-tier public health system. Most importantly, it proposes a convergent model of service delivery that will engage adolescents and field service providers (for example, teachers, Accredited Social Health Activists—ASHAs, Auxiliary Nurse Midwives—ANMs, Anganwadi Workers—AWWs) actively, to secure and strengthen mechanisms for access and relevance. The strategy moves away from a 'one-size-fits-all' approach to more customized program and service delivery specific to needs of adolescents, and aims at instituting an effective, appropriate, acceptable and accessible service package, addressing a range of adolescent health and development needs. To implement this paradigm shift, the strategy identifies seven critical components (7Cs) that need to be ensured across all program areas. These components are: coverage, content, communities, clinics, counseling, communication and convergence. The six strategic priority areas that have emerged from a situational analysis of adolescent health and development in India are: nutrition, sexual and reproductive health (SRH)



diseases (NCDs), substance misuse, injuries and violence, including gender-based violence (GBV) and mental health. These interventions and approaches work at building protective factors that can help young people develop 'resilience', to resist negative behavior and operate in four major areas: the individual, family, school and community by providing a comprehensive package of information, commodities and services.

#### **Rashtriya Kishor Swasthya Karyakram (RKSK)**

To deliver these interventions, MOHFW launched an adolescent health program - Rashtriya Kishor Swasthya Karyakram in 2014. The program envisages strengthening of the health system for effective communication, capacity building and monitoring and evaluation. Further, RKSK underscores the need for several departments to converge effectively and harness their collective strength to respond to adolescent health and development needs. The different stakeholders, working on issues related to adolescent health and development, have a lot to gain by building on each other's work both in terms of achieving program objectives as well as in the improved indicators for adolescent health and development.

NHM MP initiated Rashtriya Kishor Swasthya Karyakram (RKSK) to address health needs of adolescents in a comprehensive manner as envisaged in strategy document of GOI. The program comprises of establishment of Adolescent Friendly Health Clinics (AFHC), offering counselling and referral services to adolescents through trained counsellors, identification and training of Peer Educators (PE) - the young leaders identified from intervention villages among the key population, training of service providers and gate keepers etc to initiate community based health activities and offering hands on support to PEs to transact the knowledge gained to their peers. NHM has been implementing RKSK program through NGOs selected for each district and is in 8<sup>th</sup> year of its implementation. To ensure the momentum gained in 8<sup>th</sup> year continues, NHM proposes to engage NGOs to implement of RKSK in Madhya Pradesh.



### 5 Eligibility Criteria

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

Sr. No.	Eligibility Criteria	Documents to be Provided
1.	Registered firms as non-profit agency / NGO/Trust under  The Society Registration Act, 1860, trust under Indian Trust Act/ registered under the applicable law of India.	Registration documents of the Bidder as a duly registered legal entity in India along with:  a. Copy of the Registration Deed and byelaws, in case of an NGO or Society  b. Certified copy of Trust Deed  c. PAN Card of the registered legal entity  d. Details of Board of Director/ Managing Director/ CEO/ Partners /Members  e. Any other supporting document, as required
2.	Registration at Darpan Portal under NITI Aayog.	Proof of Registration in NITI Ayog Darpan Portal
3.	Minimum 3 years of experience working with any department like Health Department, Education Department, Tribal Department, Women and Child Development Department, Rural Development Department etc of Central or State government in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/Letters-orders issued by the concerned govt. department/project closer report submitted to the govt. department by the NGO/NPO.
4.	Minimum 3 years of experience of implementing program with grant/ financial support of International Funding Agency / Foreign Funding Agency such as WHO, UN organization etc.	Completion Certification Copy/ Agreement Copy/ Letters-orders issued by the concerned International Funding Agency / Foreign Funding Agency/ project closer report submitted to the International Funding Agency / Foreign Funding Agency by the NGO/NPO.
5.	Minimum 2 years of experience of working with Adolescents with respect to Health, Education, Empowerment etc with government agency/ government department (Funded by any Government agency/ government department) in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/ Letters-orders issued by the concerned government agency/ department/project closer report submitted to the govt. department by the NGO/NPO.

Sr. No.	Eligibility Criteria	Documents to be Provided
6.	Average Annual turnover in the last three FY 2020-21, 2021-22, 2022-23 should be minimum 2 crores.	Funds received and expenditure incurred accompanied with CA audited balance sheet for FY 2020-21, 2021-22, 2022-23.
7.	The NGO should not be blacklisted by any State Government, Central Government or any other Public Sector undertaking as on the date of Bid submission.	An undertaking to this effect should be submitted by the NGO/ NPOs on its letter head signed by authorized person.
8.	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/ NPOs.	An undertaking to this effect should be submitted by the NGO/NPOs on its letter head signed by authorized person.

**Note: - NGO/NPO who has already been selected for RFP number NHM/RKSK/2023/16654, need not to participated in this tender otherwise their bid shall be rejected.**

#### 4. Criteria of marking

Sr. No.	Criteria	Documents to be Provided	Marks Allotted	Maximum Marks
<b>NGO/NPOs Strength</b>				
1.	Existence of NGO/ NPOs.	Registered firms as non-profit agency / NGO/Trust under The Society Registration Act, 1860, trust under Indian Trust Act/ registered under the applicable law of India.	5 Years to less than or equal to 8 years = 4 Marks Thereafter 1 mark for every 2 years of existence Subject to maximum 8 marks	12
2	Operational area of NGOs/NPOs in Madhya Pradesh	List of districts in which NGO/NPO implemented any program supported by state/International Funding Agency / Foreign Funding Agency at least for a year with details such as name of the district, year of operation, name of the program and source of funding.	2 districts to less than or equal to 5 districts= 4 marks Thereafter 1 mark for every 1 district Subject to maximum 8 marks	12
3.	Financial Strength	Average Annual turnover in the last three FY 2020-21, 2021-22, 2022-23. The receipt shall be verified from the audited balance sheet certified by CA.	2 crores = 10 Marks Thereafter 2 marks for every 50 lakhs Subject to maximum 20 marks	30

Sl. No.	Criteria	Documents to be Provided	Marks Allotted	Maximum Marks
4.	Manpower strength	Self-Certificate on letter head with list of permanent staff with core funding and project-based staff with details such as name of the person, designation, name of the project/ program and duration of working in the organization	10 employees to 30 employees = 4 Marks  Thereafter 2 marks for every 20 employees Subject to maximum 6 marks	10
<b>Total</b>				<b>64</b>
<b>B. Experience of NGO</b>				
5.	Minimum 3 years of experience working with any department like Health Department, Education Department, Tribal Department, Women and Child Development Department, Rural Development Department etc of Central or State government in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/Letters-orders issued by the concerned govt. department/project closer report submitted to the govt. department by the NGO/NPO.	3 to less than or equal to 5 years = 6 Marks  Thereafter 1 mark for every 1 year of experience. Subject to maximum 6 marks	12
6.	Minimum 2 years of experience of working with Adolescents with respect to Health, Education, Empowerment etc with government agency/ government department (Funded by any Government agency/ government department) in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/Letters-orders issued by the concerned govt. department/project closer report submitted to the govt. department by the NGO/NPO.	2 to less than or equal to 3 years = 6 Marks  Thereafter 1 mark for every 1 year of experience. Subject to maximum 6 marks	12
7	Minimum 3 years of experience of implementing program with grant/ financial support of International Funding Agency / Foreign Funding Agency such as WHO, UN organization etc.	Completion Certification Copy/ Agreement Copy/ Letters-orders issued by the concerned International Funding Agency / Foreign Funding Agency/ project closer report submitted to the International Funding Agency / Foreign Funding Agency by the NGO/NPO.	3 to less than or equal to 5 years = 6 Marks  Thereafter 1 mark for every 1 year of experience. Subject to maximum 6 marks	12
<b>Total</b>				<b>36</b>
<b>Grand Total</b>				<b>100</b>

## 5. Scope of work

### 5.1 Facility Based Services:

Rashtriya Kishor Swasthya Karyakram (RKSK) highlights the need for strengthening Adolescent Friendly Health Clinics (AFHC) under its facility based approach. This approach was initiated in 2006 under RCH II in the form of Adolescent Reproductive Sexual Health (ARSH) Clinic to provide counselling on sexual & reproductive health issues.

Now under RKSK, AFHC entails a whole gamut of clinical and counselling services on diverse adolescent health issues ranging from Sexual and Reproductive Health (SRH) to Nutrition, Substance abuse, Injuries and Violence (including Gender based violence, Non Communicable Diseases and Mental Health. Adolescent Friendly Health Services are delivered through trained service providers- MO, ANM and Counsellors at AFHCs located at Primary Health Centers (PHCs), Community Health Centers (CHCs), Civil Hospitals (CHs) and District Hospitals (DHs) and Medical Colleges

The key 'friendly' component of AFHC mandates facility-based clinical and counselling services for adolescents, which are:

- Equitable—services are provided to all adolescents who need them.
- Accessible—ready accessibility to AFHCs by adolescents i.e. AFHC should be established where adolescents can go without hesitation for example: it should not be placed near labour rooms, integrated counselling and treatment centres, Sexual and Reproductive Transmitted Infections (STI/RTI) centre etc.
- Acceptable—health providers meet the expectation of adolescents who use the services.
- Appropriate—the required care is provided and any unnecessary and harmful practices are avoided.
- Effective—healthcare produces positive change in the status of the adolescents; services are efficient and have high quality. The right health services are provided in the right way, and make a positive contribution to their health.
- Comprehensive—care provision covers promotive, preventive and curative aspects.

#### Benchmark for AFHC

- Infrastructure- clean, bright and colorful
- Can be easily accessed by the adolescents (distance and convenient working hours)
- Awareness about the clinic and range of service it provides (IEC, Proper Sinages)
- Non judgmental and competent health service providers
- Maintains privacy and confidentiality
- Community members are aware of the services provided and understand the need of the same.
- Referral from the periphery/community and further referral linkages with the higher facilities and specialty clinics.

The centres are managed by the counsellor appointed by the NGOs/ NPOs. The training will be imparted by NHM and the NGOs /NPOs will be accountable for

- Appointment of the counsellor as per the norms by NHM.
- Monitoring and mentoring of the counsellor through visits and conducting review meetings
- Coordination with district and block level officers
- Ensuring timely reporting by counsellors
- Ensuring quality services by counsellors
- Take action in consultation with the state/district unit of RKSK against poor performing counsellors and ensure appointing new counsellors to ensure quality supportive services, if required.
- Appointed counsellors will also provide counselling services to School and College students in the Schools and colleges.

## 5.2 Community Based Services: (Peer Educator Program)

The adolescents in the community are covered through Peer Education (PE) Programme. The selected Peer Educators called *Saathiya* ensure that adolescents benefit from regular and sustained peer education covering all six themes of RKSK.

It is envisaged that this approach would facilitate the coverage of out of school adolescents in addition to the school going adolescents.

Under the PE programme, peer educators (one boys and one girls) are selected per village/1000 population/ASHA habitation to reach out to adolescents. *Saathiya* selection is facilitated by ASHA in consultation with Village Health Sanitation and Nutrition Committee.

Each *Saathiya* forms a group of 30-40 boys or girls from their community and conducts weekly one to two hour participatory sessions using PE kits. *Saathiya* also maintains a diary, including a brief overview of each session and the number of participants. They will sensitize e adolescents towards their health and inform them about existing adolescent friendly health services, so that all the adolescents may optimally utilize it.

*Saathiya* facilitates the organization of the Adolescent Health Days (AHD) and participate in the Adolescent Friendly Club (AFC) – Cluster meetings also.

NGO Mentors/Trainers and ASHA acts as the village level *Saathiya* coordinator and takes the lead in ensuring that the peer education activities are carried out smoothly at the village level. NGO Mentors/Trainers, ASHA Supervisor, ANMs and Male Health Workers moderate the monthly AFC sessions and Medical Officer In-charge and Block Adolescent Health Coordinators provide the oversight.

### Adolscent health days

The Adolescent Health Day (AHD) is one of the interventions under RKSK to improve coverage with preventive and promotive interventions for adolescents and to increase awareness among adolescents, parents, families and stakeholders about issues and needs related to adolescent health. AHDs are conducted at the village level at Anganwadi Centres/Schools or any other public place where adolescents and all stakeholders have easy accessibility. Block Program manager and Block Community Mobilizer is the focal person to coordinate for AHD, ensuring availability of commodities and services and ensure that publicity is done before hand. NGO Mentors/Trainers and ASHAs engage with parents and families of adolescents to increase awareness about the unique needs of adolescents.

### Adolescent Friendly Club Meetings (Cluster Meeting)

Apart from above, Adolescent Friendly Club (AFC) meetings are also organized once a month at Asha Supervisor area under the overall guidance of NGO Mentors/Trainers. And Asha Supervisor. These typically cover 10 villages/10000 populations composed of 20-30 *Saathiya* each. During meetings, *Saathiya* from different villages meet and clarify issues that they have encountered during their weekly sessions with the help of Asha Supervisor/ANM/ NGO Mentors/Trainers.



### The training of Peer Educators (Sathiya) :

The PEs – young leaders identified from intervention villages will be trained in 6 days module designed by GOI/NHM MP. The training will be imparted on Sundays and holidays and will be organized at sector level. The training will be imparted by the trainers (one male and one female) who will be selected by NGOs and will be trained by the NHM. The training will follow cascade approach and the trained PEs are supposed to transact the knowledge gained in the training program to their peers in their respective villages. The NGO will be responsible for complete roll out of trainings at the sector level which entails-

- Preparation of training micro plan keeping in view the training targets.
- Submission of micro plan and obtain approval.
- Organization of training including all logistic arrangements
- Imparting quality training
- Monitoring of training
- Ensuring quality of training- content and logistics
- Taking corrective measures to bridge the gaps.
- Distribution of training kits
- Maintaining data base
- Submission of reports – batch wise and post completion of all trainings in a summarized format.
- Submission of SOE and UC

### Supportive Supervision of PEs

On site visits by NGOs/NPOs mentors/trainers to villages will help the PEs to gain confidence in the activities undertaken by them. The mentors/trainers will meet various stakeholders including parents, teachers, sarpanch, ASHAs, AWWs etc and will help to create enabling environment to carry out village level activities including Adolescent Health Days in schools/Colleges or out of schools/colleges. The trainers/ mentors will attend the meeting at cluster level and extend the support to PE to conduct the brigade meetings organized at village level. He / she will be the one who will give feedback of field level activities and bridge the gaps if any. He/ she will act as the guide, mentor, facilitator and motivator to the PEs and keep the momentum of the program. The NGOs /NPOs will take action in consultation with the state/district unit of RKSK against poor performing mentors/trainers and ensure appointing new mentors/trainers to ensure quality supportive services, if required.

### 5.3 School/College based services (Health & Wellness Programme)

Schools/colleges play a critical role in helping students establish lifelong healthy behaviours. Recognizing the importance of this, school-based health promotion activities have been incorporated as a part of the Health and Wellness component of the Ayushman Bharat Programme. School Health & Wellness Programme is being implemented in government and government-aided schools in districts. Two teachers, preferably one male and one female, in every school, designated as “Health and Wellness Ambassadors” shall be trained to transact with school children, health promotion and disease prevention information on thematic areas in the form of interesting joyful interactive activities for one hour every week. The mentoring, monitoring, reporting etc. activities of the School/College Health and wellness program may be implemented by the selected NGOs/NPOs as per the discretion of NHM-MP

5.4 NMH -MP may expand/ Modify the scope of work if required which may or may not be commensurate with the budget.

The above paragraphs broadly describe the scope of work under RKSK and NHM-MP shall have the power to make any alterations or additions to the original scope of work. The NGOs /NPOs shall be bound to carry out the work in accordance with any instructions in this connection, which may be given by NHM-MP. Such alterations shall not invalidate the contract, and any additional work which the NGOs /NPOs may be directed to do in the manner specified above as part of the work shall be carried out on the same conditions in all respects and at the same rates as specified by government.

## 6. Activities

The NGOs /NPOs shall perform following activities which are indicative in nature and may change as per the requirement.

S. N.	Type of the activity	Stake Holders
1	Capacity building/Training	<ul style="list-style-type: none"> <li>• Mentors</li> <li>• Peer Educator</li> <li>• ASHAs/ANMs/ASHA Facilitators</li> <li>• Panchayat Members</li> <li>• Parents</li> <li>• Peer Educator brigade members</li> </ul>
2	Mentoring	<ul style="list-style-type: none"> <li>• Mentors</li> <li>• Counselors</li> <li>• Peer Educator</li> <li>• Health and wellness ambassadors (Teachers)</li> </ul>
3	Counseling Services (Facility Based)	<ul style="list-style-type: none"> <li>• Adolescent and Youths</li> </ul>
4	Community Process (community Based and School/College Based)	<ul style="list-style-type: none"> <li>• Adolescent Health and wellness days</li> <li>• Peer educators (Saathiya) Rangmanch</li> <li>• PE Brigade Memebrrs Meetings</li> <li>• Parents meetings</li> <li>• Teachers meetings</li> <li>• Gram Panchayat members</li> <li>• AWWs</li> <li>• ASHAs</li> <li>• ANMs</li> <li>• Front line workers of other departments</li> </ul>

## 7. List of Cluster where Non-profit agency/NGO services are required

Districts of Madhya Pradesh have been divided into 11 clusters, with each cluster comprising approximately 4 districts. Non-Governmental Organizations (NGOs) or Non-Profit Organizations (NPOs) will be allocated to each cluster to provide services including Facility-based, Community-based, School, and College-based, or a mix of these services.

Seven clusters have already been finalized through the RFP reference no. NHM/RKSK/2023/16654. The remaining 4 clusters, where services from Non-Profit Agencies/NGOs are still needed, is listed below -

S.N.	Name of Cluster	Name of Districts under Cluster
1	Cluster-2	Betul , Harda , Narmadapuram , Vidisha
2	Cluster-3	Morena , Ashoknagar , Bhind , Gwalior
3	Cluster-4	Sheopur, Shivpuri , Datia , Guna
4	Cluster-5	Alirajpur , Barwani , Burhanpur , Indore



Presently, NHM is implementing RSKS program through different NGO in district Alirajpur of the above-mentioned clusters. The newly empanelled NGOs will be commencing activities in the financial year i.e. FY 2024-25 in districts where the program is currently not implemented. However, in Alirajpur where the RSKS program is currently implemented through the existing NGOs, this district will be handed over to other newly empanelled NGO from the subsequent financial year after completion of the contract with the existing NGO, as per the discretion of NHM-MP in mutual agreement with the empanelled NGOs.

The newly selected NGOs, hence will be given less/ more number of districts in during the contract period, as per discretion of the NHM-MP.

The Non-profit agency/NGO shall prioritize the above-mentioned clusters in the order of 1 to 4 wherein the cluster at position 1 is regarded as the most preferred and the cluster at position 4 is regarded as the least preferred. The preference list shall be mentioned as annexure D

## 8. Review and Monitoring

The performance of the NGOs /NPOs 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 of the district and state officers obtained through check list designed for the purpose. The review and monitoring will be done through RSKS app and web software designed by the NHM and access will be given to the NGOs /NPOs and concerned staff appointed under RSKS.

## 9. Reporting

For all purposes the Non-profit agency/NGO will be reporting to the CMHO, or his/her designee. Non-profit agency/NGO will generate activity reports/ training reports highlighting the accomplishment against the agreed work plan and plan for improvement. The staff will report his / her daily activities in the app and in addition, counselor will also fill the designated formats and submit it on monthly basis.

## 10. 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. Based on the duration of work, NGOs /NPOs may be engaged initially for a period of 3 year from the date of signing of agreement which may further be extended by maximum period of 2 year on by NHM, subject to satisfactory performance which may be measured through evaluation and on the same terms and condition of the contract. The criteria for evaluation will be finalized by NHM and will be mandatory before taking decision to extend the contract.

## 11. 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 NGOs /NPOs carefully reads and examines the tender document.

### 11.1 Availability of Tender Document

The Tender document is available and downloadable on following websites:

- a) <https://mptenders.gov.in>
- b) <http://www.nhmmp.gov.in>

Tender Fees (non-transferable & non-refundable) must be paid online at e- procurement portal (<https://mptenders.gov.in>).

### 11.2 Clarifications

#### 11.2.1 Clarifications

The prospective NGOs /NPOs requiring any clarification on the tender shall contact NHM-MP through email by sending the queries at [ddrksknhmmp@mp.gov.in](mailto:ddrksknhmmp@mp.gov.in). NHM-MP would provide clarifications to only those queries which would be received before a period as mentioned in bid data sheet. All future correspondence/corrigendum shall be published on <https://mptenders.gov.in> and NHM MP website <http://www.nhmmp.gov.in>

#### 11.2.2 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.

### 11.3 Preparation and Submission of Proposal

#### 11.3.1 Completeness of Bids

NGOs /NPOs are advised to study all instructions, forms, terms, requirements and other Information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the NGOs /NPOs risk and may result in rejection of its proposal. The tender document is not transferable to any other NGOs /NPOs.

#### 11.3.2 Language

The bid as well as all correspondence and documents relating to the bid exchanged by the NGOs /NPOs and the NHM MP, shall be in English language only.

#### 11.3.3 Submission of Bid

- The NGOs/NPOs is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The NGOs /NPOs are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website.
- NGOs /NPOs shall submit their proposals electronically on the portal: <https://mptenders.gov.in>
- Tender documents can be downloaded from website <https://mptenders.gov.in> without any cost. However, the tender document of those NGOs /NPOs 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 <https://mptenders.gov.in>), without which bids will not be accepted.

- There is no exemption in the tender fee. If the NGOs /NPOs fails to submit the tender fee as stated above, its bid shall be disqualified.
- If a bidder(NGO/NPO) who has already been selected in a previous RFP (NHM/RKSK/2023/16654) submits proposal, then the proposal will be rejected and not considered further in the process.
- Service and gateway charges shall be borne by the NGOs /NPOs.
- If NGOs /NPOs is bidding first time for e tendering, then it is obligatory on the part of NGOs /NPOs to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- NGOs /NPOs must positively complete online e-tendering procedure at <https://mptenders.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 NGOs /NPOs 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 initials them.
  - f) NGOs /NPOs are advised to upload the proposals well before time to avoid last minute issues.

#### 11.4 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
3. Supporting documents with Proper heading and referenced in compliance of Checklist for Eligibility / Qualification Criteria.
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. Preference list of 11 Cluster as per Annexure D
7. Statement of No Deviation from the Tender Requirements as per Annexure E
8. Self-declaration for not being blacklisted by any Government Entity as per Annexure F
9. Self-declaration for there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action as per Annexure G

Proposal after due date and time shall not be accepted.

#### 11.6 Tender Validity

The tender offer must be valid for 120 days from the due date of submission of proposal as mentioned in this tender or the subsequent corrigendum (if any). However, NHM-MP may extend this period, if the NGOs /NPOs accepts the same in writing.

#### 11.7 Cost of Bidding

The NGOs /NPOs 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.

#### 11.8 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 NGOs /NPOs. The decision taken by the NHM-MP in the process of tender evaluation shall be final.

#### 11.9 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 NGOs /NPOs, may modify the bid documents by amendment. Any such communication shall be posted on website. NGOs /NPOs are requested to visit the <https://mptenders.gov.in> website for updates, modification and withdrawal of offers.

#### 11.10 Earnest Money Deposit (EMD)

- a) The NGOs /NPOs shall furnish EMD online through <https://mptenders.gov.in> as per the amount mentioned in Bid Data Sheet.
- b) EMD in any other form will not be accepted failing which the tender shall be rejected summarily.
- c) No interest shall be payable on EMD under any circumstances.
- d) Successful/Unsuccessful NGOs /NPOs EMD shall be discharged or returned within 30 (thirty) days of expiration of the period of proposal validity or after awarding tender to successful NGOs /NPOs.
- e) No exemption in EMD in any form will be given to any NGOs /NPOs
- f) The EMD shall be forfeited by NHM-MP, on account of one or more the following reasons-
  - If NGOs /NPOs withdraws its bid during the period of bid validity.
  - If the NGOs /NPOs fails to sign the agreement in accordance with terms and conditions (Only in case of a successful NGOs /NPOs).
  - Information given in the proposal is found inaccurate/incomplete.

## 12 Bid Evaluation

### 12.1 Evaluation Methodology

#### 12.1.1 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 /NPOs for clarification of their offers on any of the information provided in the bid document and the same may be sent through email only.

#### 12.1.2 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 Tender Evaluation Committee (TEC) 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 /NPOs, Evaluation Committee may, at its discretion, ask any NGOs /NPOs for a clarification of its bid.
- c) If the NGOs /NPOs successfully meets all the eligible criteria, then only it will be qualified for further scrutiny. 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 /NPOs being qualified after its successful bid, NHM-MP will allot one cluster to one successful NGOs /NPOs (considering their preference). If, after the completion of bid process, the required number of NGOs /NPOs are not available then the allotment of clusters shall be finalized by MD, NHM. Similarly, in case of expansion of Cluster/districts, MD, NHM shall be the final authority to allot the Cluster/district to successful NGOs /NPOs.
- e) The NGOs /NPOs with highest marks will get the cluster of its preference ranked as one. For that purpose, each NGOs /NPOs must give preference for the clusters in the order as desired in the bid document. The cluster at position 1 is regarded as the most preferred and the cluster at the bottom of the list is regarded as the least preferred. The list of the clusters is mentioned in point no 7 of the bid document. If two NGOs /NPOs with similar marks mention the same cluster as the most preferred cluster, then their selection will be done on the basis of the financial turnover and in case, the financial turnover is also similar, then the cluster shall be finalized by draw.

- 1) After selection of successful NGOs /NPOs, NHM may undertake physical verification of NGOs /NPOs before signing of the agreement. If any anomalies found, then NHM will reject the selection of successful NGOs /NPOs.

### **12.1.3 Failure to Agree with the Terms and Conditions of the Tender**

Failure of the successful NGOs /NPOs 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.

## **13 Confidentialities**

- a) Any attempt by a NGOs /NPOs 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 NGOs /NPOs wishes to contact the NHM-MP during/after opening of the Bid to award of contract. He may do so in writing.

## **14 Terms and Conditions Governing the Contract**

### **14.1 Signing of Contract**

The successful NGOs /NPOs shall execute an agreement with the CMHOs of the districts (under the cluster) within one month from the date of the order from NHM-MP. In exceptional circumstances, on request of the successful NGOs /NPOs 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.

### **14.2 Execution of Contract**

During the term of contract, the NGOs /NPOs shall work with CMHOs of allotted districts (under the cluster) and perform the activities as per the scope of work and Agreement. In case of poor performance, non-availability of mentors, non- agreement with training timelines, delay in execution of activities etc, CMHO shall terminate the agreement after the consent from NHM-MP. In this case, the performance security shall be forfeited.

## **15 Performance Security**

### **15.1 Performance Security:**

The project shall carry deposition of a 10% performance guarantee for budget allotted per year for the contract period (which will be retained by the CMHO for a further period of 90 days after the end of contract period). All charges with respect to the Performance Security shall be borne by the NGOs /NPOs. The Performance Security shall remain with the NHM-MP/CMHO of allotted district for the contract period (which will be retained by the CMHO for a further period of 90 days after the end of contract period). The Performance Security shall be returned upon being satisfied that there has been due performance of the



Obligations of the NGOs /NPOs 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) NGOs /NPOs 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 NGOs /NPOs or his employee is involved in any unlawful activity relating to this work.

### 16 Transfer / Sub-Contracting

The NGOs /NPOs 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.

### 17 Service Levels & Penalties-

S.N	Activity	Measurement	Penalty
1	Late submission of training plan / supportive supervision plan	Training plan shall be submitted at least 10 days prior starting of the training/ supportive supervision plan program	Rs. 300 per day
2	Late organization of training/ supportive supervision as per agreed time lines	Training/ supportive supervision shall be organized as per the training micro plan approved by CMHO	Rs. 500 per day
3	Training to Peer Volunteers / Sathiyas by the trained mentors and in pair of one male and one female	The training to the Peer Volunteers / Sathiyas must be imparted by the pair, one male and one female trained by NHM	10% deduction of the approved expenditure per batch
5	Late submission of SOE	SOE to be submitted on 25 <sup>th</sup> of every month	Rs. 200 per day
6	Any position lying vacant more than 20 days	The HR to be appointed by NGO will be mentioned in the contract	Rs. 500 per day per vacancy
7	Staff trained by NHM works less than 120 days post training	The staff appointed by NGO must work for at least for 120 days post the training imparted by NHM to ensure the smooth implementation.	Rs. 400 per day per staff
8	Less than 12 days field visits per month by the project coordinator appointed by the NGO	The NGO project coordinator must visit field 12 days per month to monitor the program	Rs. 500 per day
9	Less than one visit for minimum two days by the Director/ Secretary of the NGO	The Director/ Secretary of the NGO must visit the each district of the cluster for minimum three days to review the program for ensuring the quality.	Rs. 3000 per month.
10	Less than 90% achievement of the targets set by CMHO/ NHM MP for all the activities	The targets for all the activities will be set by the concerning CMHO/ NHM MP	Rs. 10,000/-



	Delay in appointment of HR as per contract causing delay in initiation of activities	The list of HR to be appointed will be mentioned in agreement	Rs. 10,000/-
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- CMHO of district shall have full discretion to impose penalty after clarification sought from the Non Profit Agency/NGO from the payments.
- In any case penalty shall not be more than 10% of invoice amount.
- If the penalty exceeds the 10% value of invoice, the remaining amount shall be deducted from later invoices.
- If the total amount of penalty exceeds the 10% of annual contract budget amount, the agreement with the NGO/NPO will be summarily terminated.
- For the reasons which are beyond the control of NGO such as flood or natural calamity in the area, no penalty shall be levied.

### 18 Payment

Payment shall be released by CMHO of the district as per the following terms:

1. CMHO would be disbursing funds to NGOs /NPOs in 3 instalments on the following basis
  - The NGOs /NPOs shall submit the Training & Supporting supervision plan and submit other activities plan to the CMHO, initiate counselling services following which 40% advance would be given and NGOs /NPOs will initiate the activities.
  - Once 80% of the 1st instalment (40%) is utilized, the NGOs /NPOs shall submit an unaudited statement of expenses duly signed by the Chief Functionary / Authorized person of the NGOs /NPOs to CMHO to get the 2nd instalment of 40%.
  - The remaining 20% amount shall be released to the NGOs /NPOs on submission of the final report and the audited statement of expenses with Utilization Certificate to NHM, MP and CMHO.
2. The work order/Budget will be given/released annually for the contract period.
3. **Timely release of salary to the staff:** In case, there is a delay in fund flow to the NGOs /NPOs from the department, the NGOs /NPOs should not withhold the salary/ honorarium of the project employee/Counsellors/Trainers/mentors. This is in the larger interest of the program and any violation will have considered as breach of contract.
4. The NGOs /NPOs shall submit CA audited UC to CMHO along with progress report and expenditure reports in form and substance satisfactory to CMHO within the prescribed time.
5. The NGOs /NPOs has fulfilled, in form and substance satisfactory to CMHO the conditions or special conditions precedent to each such disbursement within the applicable terminal date or other deadlines noted in the special conditions.
6. The NGOs /NPOs demonstrates that it has achieved programmatic results consistent with the activities set forth in agreement and explains any reason for deviation from set activities.

7. Deadlines: if the NGOs /NPOs fails to achieve the programmatic activities set forth in the Agreement, during the periods set forth therein, NHM MP and CMHO may, at any time, and in its sole discretion, terminate or suspend this Agreement by written notice to the NGOs /NPOs.
8. CMHO will make payment after deducting penalties, if any. No Interest shall be paid on delayed payments.
9. The NGOs /NPOs will not charge any late payment fee on Invoice.

## 19 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 60 days written notice.
- d) CMHO of district with consent of NHM-MP reserves the right to terminate the contract in case NGOs /NPOs 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 NGOs /NPOs is convicted in a legal/tax evasion case or on account of any other legal misconduct of the NGOs /NPOs.
- e) CMHO of the district with consent of NHM-MP may serve written notice on NGOs /NPOs at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the NGOs /NPOs.
- f) In the event that the CMHO of the district 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) CMHO of the district 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 NGOs /NPOs 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 NGOs /NPOs shall be suspended/terminated and the NGOs /NPOs may be blacklisted forthwith by the CMHO of the district 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 NGOs /NPOs.
- 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 NGOs /NPOs will be suspended. However, before taking the final decision on the matter, NGOs /NPOs will be given reasonable opportunities to explain their stand. After enquiry, if NGOs /NPOs is found guilty, the engagement of the concerned NGOs /NPOs 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.

## **20 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.

## **21 Corrupt / Fraudulent Practices**

The NHM MP requires that the NGOs /NPOs 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 /NPOs (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 NGOs /NPOs had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) The NHM-MP will declare the NGOs /NPOs 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 NGOs /NPOs has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

## **22 Resolution of Disputes**

NHM-MP and the successful NGOs /NPOs 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 the Additional Chief secretary/Principal Secretary, Public Health and Family Welfare Department MP. The decision by ACS/PS Health shall be final and binding upon the parties. Here to, subject to legal remedies available under the law.

## **23 Legal Jurisdiction**

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

## 24 Indemnity

The successful NGOs /NPOs 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.

## 25 Publicity

Any publicity by the NGOs /NPOs 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.

## 26 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/NPO) 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 NGOs /NPOs 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.

## **27 Right to terminate the process**

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) /NPO(s) or any obligation to inform the affected NGO(s)/NPO(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 /NPO's participation in this process may result in NHM-MP selecting the NGO/NPO to engage in further discussions and negotiations.

## **28 Limitation of Liability**

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

## **29 GENERAL CONDITIONS**

- a) The NGO/NPO shall bear the expenses regarding delivery of services.
- b) The NGO/NPO will appoint a person to be the nodal / relationship officer for coordinating with NHM-MP/CMHO. The person identified must be available over phone at all times.
- c) The NGO/NPO shall execute the whole work in strict accordance with guidelines of NHM Gol and NHM-MP or CMHO as applicable.

Annexure I: Proposal Formats  
(To be included in Proposal Submission)

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

(Letter on the NGO's/NPO'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 deposited Earnest Money of Rs One Lakh (Rs. 1, 00,000/-) online.
2. In case we are chosen as a successful NGO/NPO, we agree to convert our EMD in performance security.



5. 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.
4. We agree to work on rates provided by Government of MP/NHM MP.
5. We further confirm that all chapters of the tender documents have been read, understood and there is no deviation/discrepancy.
6. 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/NPO in the tender response.

Following are the particulars of our organization:

S. No.	Description	Details (To be filled by the NGO)
1.	Name of the NGO/NPO	
2.	official address	
3.	Phone No	
4.	Corporate Headquarters Address	
5.	Phone No	
6.	Web Site Address	
7.	Details of Firm's Registration (Please enclose copy of the registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	CST/LST/VAT registration No. (if any)	
11.	Service Tax Registration No. (if any)	
12.	Permanent Account Number (PAN)	
13.	Name & address of the Banker	

Note: Separate sheets may be attached wherever necessary



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

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our NGO/NPO 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]

**B. Checklist for Eligibility / Qualification Criteria**

Sr. No	Eligibility / Qualification Criteria	Documents to be Provided	Document Submitted (Yes/No)	If yes, Name of document provided	Reference Page Number
1.	Registered firms as non-profit agency / NGO/Trust under The Society Registration Act, 1860, trust under Indian Trust Act/ registered under the applicable law of India.	Registration documents of the Bidder as a duly registered legal entity in India along with:  a. Copy of the Registration Deed and byelaws, in case of an NGO or Society  b. Certified copy of Trust Deed  c. PAN Card of the registered legal entity  d. Details of Board of Director/ Managing Director/ CEO/ Partners /Members  Any other supporting document, as required			
2.	Registration at Darpan Portal under NITI Aayog.	Proof of Registration in NITI Ayog Darpan Portal			
3.	Minimum 3 years of experience working with any department like Health Department, Education Department, Tribal Department, Women and Child Development Department, Rural Development Department etc of Central or State government in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/Letters-orders issued by the concerned govt. department/project closer report submitted to the govt. department by the NGO/NPO.			

Sr. No	Eligibility / Qualification Criteria	Documents to be Provided	Document Submitted (Yes/No)	If yes, Name of document provided	Reference Page Number
4.	Minimum 3 years of experience of implementing program with grant/ financial support of International Funding Agency / Foreign Funding Agency such as WHO, UN organization etc.	Completion Certification Copy/ Agreement Copy/ Letters-orders issued by the concerned International Funding Agency / Foreign Funding Agency/ project closer report submitted to the International Funding Agency / Foreign Funding Agency by the NGO/NPO.			
5	Minimum 2 years of experience of working with Adolescents with respect to Health, Education, Empowerment etc with government agency/ government department (Funded by any Government agency/ government department) in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/ Letters-orders issued by the concerned government agency/ department/project closer report submitted to the govt. department by the NGO/NPO.			
6.	Average Annual turnover in the last three FY 2020-21, 2021-22, 2022-23 should be minimum 2 crores.	Funds received and expenditure incurred accompanied with CA audited balance sheet for FY 2020-21, 2021-22, 2022-23.			
7.	The NGO should not be blacklisted by any State Government, Central Government or any other Public Sector undertaking as on the date of Bid Submission.	An undertaking to this effect should be submitted by the NGO on its letter head signed by authorized person.			
8.	There should not be any incidence in past of initiation of bankruptcy or winding	An undertaking to this effect should be submitted by the NGO on its letter head signed			

Sr. No.	Eligibility / Qualification Criteria	Documents to be Provided	Document Submitted (Yes/No)	If yes, Name of document provided	Reference Page Number
	proceedings or any legal action for violation of any government rules/regulations against the NGO.	by authorized person.			

### C. Checklist of Marking Criteria

Sr. No.	Eligibility / Qualification Criteria	Documents Required	Documents Provided (Yes/No)	Name/ Details of Documents Provided	Reference Page No.
<b>A. NGO/ Trust Strength</b>					
1.	Existence of NGO/ NPOs.	Registered firms as non-profit agency / NGO/Trust under  The Society Registration Act, 1860, trust under Indian Trust Act/ registered under the applicable law of India.			
2.	Operational area of NGOs/NPOs in MP	List of districts in which NGO/NPO implemented any program supported by state/International Funding Agency / Foreign Funding Agency at least for a year with details such as name of the district, year of operation, name of the program and source of funding.			
3.	Financial Strength	Average Annual turnover in the last three FY 2020-21, 2021-22, 2022-23. The receipt shall be verified from the audited balance sheet certified by CA.			
4.	Manpower strength	Self-Certificate on letter head with list of permanent staff with core funding and project-based			

Sr. No.	Eligibility / Qualification Criteria	Documents Required	Documents Provided (Yes/No)	Name/ Details of Documents Provided	Reference Page No.
		staff with details such as name of the person, designation, name of the project/ program and duration of working in the organization			
<b>B. Experience of NGO/ Trust</b>					
5.	Minimum 3 years of experience working with any department like Health Department, Education Department, Tribal Department, Women and Child Development Department, Rural Development Department etc of Central or State government in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/Letters-orders issued by the concerned govt. department/project closer report submitted to the govt. department by the NGO/NPO.			
6.	Minimum 2 years of experience of working with Adolescents with respect to Health, Education, Empowerment etc with government agency/ government department (Funded by any Government agency/ government department) in the last 10 financial years (From FY 2014-15 to FY 2023-24).	Completion Certification Copy/ Agreement Copy/Letters-orders issued by the concerned govt. department/project closer report submitted to the govt. department by the NGO/NPO.			
7.	Minimum 3 years of experience of implementing program with grant/ financial support of International Funding Agency / Foreign Funding Agency such as WHO, UN organization etc.	Completion Certification Copy/ Agreement Copy/ Letters-orders issued by the concerned International Funding Agency / Foreign Funding Agency/ project closer report submitted to the International Funding Agency / Foreign Funding Agency by the NGO/NPO.			

**D. Preference list of Cluster (districts) (Letter on the NGO/NPO's Letterhead)**

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

Sub: Submission of preference list of cluster

Ref:< Title of Tender / RFP >

(Tender No: \_\_\_\_\_ Dated: \_\_/\_\_/\_\_\_\_)

Dear Sir,

Here by I am submitting list of cluster with preference wherein the cluster mentioned as rank one is the most preferred cluster and the cluster mentioned at the last rank is the least preferred Cluster proposed for this engagement.

S.N.	Name of Cluster	Name of Districts under Cluster	Rank
1	Cluster-2	Betul , Harda , Narmadapuram , Vidisha	
2	Cluster-3	Morena , Ashoknagar , , Bhind , Gwalior	
3	Cluster-4	Sheopur , Shivpuri , Datia , Guna	
4	Cluster-5	Alirajpur , Barwani , Burhanpur , Indore	

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

**E. Statement of No Deviation from the Tender Requirements**

(Letter on the NGO/NPO'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/NPO 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]



**1. Self declaration for not being blacklisted by any Government Entity**  
(Letter on the NGO/NPO's Letterhead)

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 NPO/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]

**Sub: Declaration for there was not any incidence in past of initiation of bankruptcy or winding proceedings or any legal action**  
(Letter on the NPO/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 NPO/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]

**II. 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:-

S. No.	Clause No in Tender	Page Number	Query

Request your kind response of the same.

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