

## **EXPRESSION OF INTEREST**

FOR SELECTION OF NGO AS A DISTRICT ASHA RESOURCE CENTRE, (DARC) FOR ALL 13 DISTRICTS IN UTTARAKHAND

EOI No: UKHFWS/NHM/ASHA Letter/2017-18/1353

### **FROM**

Office of Mission Director, National Health Mission, Uttarakhand Health & Family Welfare Society, a Department Of Directorate Health & Family Welfare, Govt. of Uttarakhand, Vill. Danda Lakhond, P.O. Gujrada, Near IT Park ,Sahastradhara Road, Dehradun, Uttarakhand-248001

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Office of Mission Director, National Health Mission, Uttarakhand Health & Family Welfare Society, a Department Of Directorate Health & Family Welfare, Govt. of Uttarakhand, Vill. Danda Lakhond, P.O. Gujrada, Near IT Park ,Sahastradhara Road, Dehradun, Uttarakhand-248001

EOI Ref. No. UKHFWS/NHM/ASHA Letter/2017-18/1353  
2017

Dated:

## **1- Expression Of Interest Notice**

The Expression of Interest is invited through **UKHFWS** web portal system for NGO selection as a State ASHA Resource Centre by National Health Mission (NHM), Uttarakhand, Dehradun. Expression of Interest notice and related requisites are also available on the website of Uttarakhand [www.ukhfws.org](http://www.ukhfws.org). The documents to be submitted from 24<sup>th</sup> August to 5<sup>th</sup> September 2017 till 17 00 hours.

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**FOR SELECTION OF NGO AS A DISTRICT ASHA RESOURCE CENTRE, (DARC) FOR ALL 13 DISTRICT IN UTTARAKHAND**

1. Publishing of EOI Documents: 24th August 2017
2. Last date of Submission of Proposal: 5th September 2017
3. Selection Process: Expression Of Interest

Note:

- 1- The NHM will not be responsible for any postal delays about non-receipt/non-delivery of the documents.
- 2- Incomplete documents are liable to be rejected

**Mission Director, (NHM)**  
**UKHFWS, Uttarakhand**

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(DARC) FOR ALL 13 DISTRICT IN UTTARAKHAND

## **2. APPLICANTS / N.G.O. ELIGIBILITY CRITERIA/ REGISTRATION**

For determining the eligibility of Applicants for their pre-qualification here under, the following shall apply:

- a. The Applicant for pre-qualification may be a single entity registered as a Non Government Organization (NGO) under Societies Act.
- b. NGOs should be registered under the Indian Societies Registration Act/Trust/WAFS.
- c. The agency must have atleast 10 years experience for national level projects, 5 years for State Level projects and 3 years for district level projects in health and/or in the concerned social sector (e.g education, women's empowerment, training, community mobilization, health services, micro planning, IEC, rural development etc.)
- d. Registration of agency has to be more than 3 years as on 1st April 2017.
- e. The agency should have an established presence in the districts of Uttarakhand having own office in the state of Uttarakhand.
- f. The agency should either have a venue for training/workshop/meeting which has the capacity to run at least two batches (40 ASHAs in a batch) of simultaneously at any given time at, with adequate residential facilities and training infrastructure (LCD, projector facilities, training rooms, toilets etc) in the respective district applied for and it has to be physically verified during field visit..
- g. The agency should have rent agreement/Lease date/Free hold agreement/Ownership documents of venue (training/workshop/meeting/Office) for physical verification. If an agency submits application for more than one district than such applied shall be automatically rejected.
- h. NGOs applying for DARC (District ASHA Resource centre) status in a District/State other than that of its registration, should have State specific chapters registered. Alternatively, branches affiliated to a national level federation/organization can be registered with the parent body.
- i. A single agency shall not submit application for more than two districts. The Agency shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Selection Process. The UKHFWS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- j. Notwithstanding anything contained in this EOI, the UKHFWS reserves the right to accept or reject any Application and to annul the Selection Process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- k. The UKHFWS reserves the right to reject any Application and appropriate the Application Security if: At any time, a material misrepresentation is made or uncovered, or the Agency does not provide, within the time specified by the UKHFWS , the supplemental information sought by the UKHFWS for evaluation of the Application. In case it is found during the evaluation or at any time before signing of the MOU or after its execution and during the period of subsistence thereof, that one or more of the pre- qualification conditions, the

Agency has made material misrepresentation or has given any materially incorrect or false information, the Agency shall be disqualified forthwith if not yet appointed as the DARC either by issue of the Letter of Award (LOA) or signing of MOU. If the Agency has already been issued the LOA or has signed MOU, as the case may be, the same shall, not withstand anything to the contrary contained therein by a communication in writing by the UKHFWS to the Agency, without the UKHFWS being liable in any manner whatsoever to the Agency, as the case may be. In such an event, the UKHFWS shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

1. The UKHFWS reserves the right to verify all statements, information and documents submitted by the Agency in response to the EOI (Expression of interest).

### **3. AMENDMENT TO THE EOI -**

- a. At any time prior to the deadline for submission of Applications, the UKHFWS may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify the EOI (Expression of interest) by the issuance of Addenda.
- b. Any Addendum thus issued will be uploaded on UKHFWS website. Any addendum issued shall be binding to all Agency/ NGOs.
- c. In order to afford the Agency a reasonable time for taking an Addendum into account, or for any other reason, the UKHFWS may, at its own discretion, extend the Application due date.
- d. The selection through technical evaluation will be performed and only successful technical contenders will be addressed/called/invited for the field appraisal for selection. After the completion of field appraisal the successful contenders will be invited for Financial bidding as per the Procurement Rules Uttarakhand 2017, refer point no-6.c.
- e. Post selection of the Agency/NGO, the contract term will be minimum of 3 years period as per the NGO Selection Guidelines, which will also include evaluation (Technical & Financial Audit) half yearly/ bi annually.
- f. DARC staffs (District Community Mobilizers, Block Coordinators, ASHA Facilitators & Data Entry Operator) servicing at present financial year 2017-18 will be retained by the state, unless and until the staffs opt for resigning from their post under their own willingness.

### **4. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

The Successful contender shall within 14 days of the issuance of Notification of Award will submit a Performance Security Deposit equivalent of Rs. 3 lakh (Rupees three Lac only). The performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:-

- a. An irrevocable bank guarantee issued by a nationalized/ scheduled bank located in India in the format provided (Annexure-V); or
- b. Bank Draft / Demand Draft drawn in favor of "UKHFWS-NRHM Additionalities A/c", payable at Dehradun.
- c. This performance security amount will be refunded after satisfactory completion of service agreement.
- d. The performance security amount, if provided, in shape of Bank Guarantee, the validity of the same should be valid for 60 days beyond the contract period, the Bank Guarantee valid for a shorter period will be considered as major deviation and could lead to termination of contract and forfeiture of EMD.
- e. In addition to other penal action, if the supplier fails to perform the services as per terms and conditions of contract (as per the TOR Roles & Responsibilities of DARC at District level,

Block level & Sub block level it will lead to termination of the contract and the performance security amount will be forfeited.

## **5. PREPARATION AND SUBMISSION OF APPLICATION-**

The Application and all related correspondence and documents in relation to the Selection Process shall be in Hindi or English language and should be submitted through post to the Directorate Health- Shahastradhara Road- State ASHA Cell within 20 days of submission of the EOI at UKHFW Portal [www.ukhfws.org](http://www.ukhfws.org). For the purpose of interpretation and evaluation of the Application, the English language shall prevail.

## **6. PAYMENT TERMS**

a. The payments to the selected agency – DARC will be made as per the TOR Roles & Responsibilities of DARC at District level, Block level & Sub block level as stated in page no. 18- 22.

b. The payments related to the trainings provided to the ASHA workers by the DARC is subjected to the schedule Trainings directed by GOI which may vary each year and thus the payments may vary too as per the schedule.

c. Upto 5 % of the NHM Funds involving salary of the Districts & block level staffs can be embarked as overhead cost for NGO involvement in ASHA programme. Post selection of the Agency in field appraisal the contenders will be invited for financial bidding as per Procurement rules 2017, where bidders are supposed to quote the minimum percentage of 5% of the total NHM Funds involving salary of the Districts & block level staffs.

e. Post field appraisal the successful contenders will be invited for financial bidding within a period of one month of declaration of field appraisal result. If more than one contender is selected in field appraisal, meeting all technical criteria then the selection between the two will be based on the financial bidding.

d. All the payments to the DARC in reference to training and overhead cost will be transferred to the Agency through PFMS software in a DBT mode to the Registered NGO savings account from the State ( payments to be done in 2 installment regarding the 5% overhead cost, whereas 1<sup>st</sup> 50 % of the total amount will be paid within 30 days of contract signature and next 50% of the total remaining fund, to be paid at the end of the year (date to be counted from the day of signature of contract) or 30 days prior to end of Financial year, which ever is applicable. The 2<sup>nd</sup> installment is subjected to performance of the Agency and if proven that the agency is not performing then the 2<sup>nd</sup> installment payments can be withheld or cancelled by the NHM as per penalty clause, details stated in point number 13.

e. Related to the salary of the existing DARC staffs (as per point 3.f), salaries will be directly paid by the CMO office through PFMS in a DBT mode where the attendance of the DARC staffs will be verified by the CMO in a monthly basis and report to be sent to the State ASHA cell.

f. Related to the Schedule trainings as per the direction of GOI, the Dailly wages/ Travel cost (as per actual bill & community Process guidelines 2013-14) to ASHA, who participates in the training will be paid in DBT mode to the beneficiary account at the DARC by the accountant similarly the way the payments of the incentives are done. The attendance of the participants participating in the training will be compiled by the DARC officials e.g- DCM and report to be sent to CMO office.

g. The meals (breakfast, lunch & dinner to the ASHA) and stationary (manual, notebook, pen etc) to those who participates in the residential training will be arranged by the DARC, by Selection of a local craterer (preferable nearby to the DARC Center/training venue) for meals and local stationary supplier for stationary (preferable nearby to the DARC Center/training venue) through either tender Process or through empanelment as per the Uttarakhand Procurement Rules 2017 in coordination with the CMO office ( informing the CMO with all technical & financial modalities).

## **7. FORMAT AND SIGNING OF APPLICATIONS –**

- a. The Agency shall provide all the information sought under this EOI (Expression of interest). The UKHFWS will evaluate only those Applications that are received in the required formats and complete in all respects.
- b. The Application shall be typed or written in non washable ink (indelible ink) and signed by the authorized signatory of the Agency who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person signing the Application.

The contenders would provide all the information as per this EOI document and in the specified formats. UKHFWS reserves the right to reject any proposal that is not in the specified formats.

### **Key Submissions of Proposal, which would include:**

- a. Covering letter cum Project Undertaking as per Appendix-I stating the Proposal Validity Period.
- b. Details of Applicant as per Appendix II.
- c. Performance Security Form as per Appendix V.
- d. Power of Attorney for Signing of Application as per Appendix IV
- e. Bank Draft towards cost of EOI Document.
- f. Technical Proposal as per format set out in pg-18-22.

## **8. PROPOSAL SUBMISSION PROTOCOLS**

### **a. General protocols**

- All the documents submitted as part of the proposal are required to be signed by the contender.
- The contender should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, the contender may format the prescribed formats making due provision for incorporation of the requested information.
- Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the contender.
- The UKHFWS shall not be responsible for any delays, in submission of proposal or loss or non-receipt of proposals.

### **b. Force Majeure Event**

Any of the following events which is beyond the control of the Party claiming to be affected thereby (“Affected Party”) and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event.

- 1) Earthquake, flood, inundation and landslide
- 2) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- 3) Fire caused by reasons not attributable to the Concessionaire or any of the employees, Contractors or agents appointed by the Concessionaire for purposes of the Project;
- 4) Acts of terrorism; strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Concessionaire or the Contractor;
- 5) Action of a Government Agency having Material Advers Effect includin but not limited to acts of expropriation, compulsory acquisition or takeover by any Government Agency of the



Project Facility or any part thereof or of the Concessionaire's or the Contractor's rights in Contractor's rights under any of the Project Agreements.

- 6) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Concessionaire or the Contractor in any proceedings which is non-collusive and duly prosecuted by the Concessionaire, and
- 7) Any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than Concessionaire's or the Contractor's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the Concessionaire or the Contractor as the case may be is bound.
- 8) Early determination of this Agreement by UKHFWS for reasons of national emergency, national security or the national interest.
- 9) Any failure or delay of a Contractor caused by any of the events mentioned in and above, for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.
- 10) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub-clause for which no offsetting compensation is payable to the Concessionaire by or on behalf of the Contractor.

**c. Obligations of the Parties**

1. As soon as practicable and in any case within seven (7) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the UKHFWS and the other Party of the same setting out, inter alia, the following in reasonable detail:
  - a. The nature and extent of the Force Majeure Event.
  - b. The estimated duration of the Force Majeure Event.
  - c. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event.
  - d. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby and any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.
2. As soon as practicable and in any case within five (5) days of notification by the Affected Party, the Parties along with the UKHFWS, shall meet and hold discussions in good faith and where necessary conduct physiinspection/survey of the Project Facility in order to:
  - a. Assess the impact of the underlying Force Majeure Event,
  - b. To determine the likely duration of Force Majeure Event and, to formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of obligations, the performance of which shall have been affected by the underlying Force Majeure Event.
  - c. The Affected Party shall during the duration of Force Majeure event provide to the other Party with regular (not less than fortnightly) reports concerning the matters set and also any information, details or document, which the Parties may reasonably require.

**d. Performance of Obligations**

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (a) due notice of the Force Majeure Event has been given as required.
- (b) The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event; the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility as a result of the Force Majeure Event and to restore the Project Facility, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- (c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party and the Project Engineer written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- (d) The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;
- (e) Any insurance proceeds received shall, subject to the provisions of Financing documents, be entirely applied to repair, replace or re-instate the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

**9. TERMINATION CLAUSE**

If the Agency fails to abide by the terms & conditions of this document after signing of the Agreement or commits any breach of terms of contract by violating the terms & conditions as laid down in this EOI or MOU which has been accepted by the Agency, the Agency may be liable for its blacklisting. The performance security submitted by the Agency shall be forfeited and appropriated by the UKHFWS. After the MOU has been signed the 2 Parties can terminate the contract with prior 1 month notification to either parties through a valid mode of communication (written media sent through government post).

**Termination due to Force Majeure Event -:**

- (a) **Termination-:**
  - (i) The reasonable judgment of the Parties likely to continue beyond a period of 120 days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 days, be entitled to terminate this Agreement.
  - (ii) The Concessionaire having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Concessionaire shall be entitled to terminate this Agreement. Provided that the Parties may by mutual agreement, decide to continue this Agreement on revised terms or to terminate this Agreement, if the event likely to subsist for a period exceeding 180 days, then either Party shall be entitled to terminate this Agreement. Provided further, UKHFWS may at its sole discretion have the option to terminate this Agreement.

(b) **Termination Notice:-**

It shall issue Termination Notice setting out.

- i. Sufficient detail underlying Force Majeure Event.
- ii. The Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice.
- iii. The estimated Termination Payment including the details of computation thereof and any other relevant information.

(c) **Obligation of Parties :-**

Following issue of Termination Notice by either Party- The Parties shall promptly take all such steps as may be necessary or required to ensure that termination Payment, if any, payable by UKHFWS in accordance with the following clause is paid to the Concessionaire on the termination date and the project facility are handed back to UKHFWS by the concessionaire on the termination date free from all encumbrance.

(d) **Termination Payment:-**

Upon termination due to a force majeure event, termination payment shall be made by UKHFWS to the Concessionaire.

(e) **Liability for other losses, damages etc.-:**

Save and except as expressly provided in this article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

**10. FRAUD AND CORRUPT PRACTICES**

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the UKHFWS may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.

Without prejudice to the rights of the UKHFWS hereinabove, if an Applicant is found by the UKHFWS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any other tender or EOI issued by the UKHFWS during a period of 2 (two) years from the date such Applicant is found by the UKHFWS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. for the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) Corrupt practice the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the UKHFWS who is or has been associated in any manner, directly or indirectly, with the Selection Process).

- (b) Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
- (d) Undesirable practice” means establishing contact with any person connected with or employed or engaged by the UKHFWS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or having a Conflict of Interest.
- (e) Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **11. SETTLEMENT OF DISPUTES.**

##### 1) Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connections with this agreement or the interpretation thereof.

##### 2) Dispute resolution

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement (including this interpretation) between the parties, and so notified in writing by either party of the other party (the “dispute”) shall, in the first instance be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause 12 below.
- b) The parties agree to use their best efforts for resolving all disputes arising under or in respect of this agreement promptly, equitably and in good faith, and further agree to provide each other with responsible access during normal business hours to all non –privileged record, information and data pertaining to any dispute.

#### **12. COURT JURISDICTION**

In the events of any disputes between the parties and the parties are not able to settle as per point 11 above or in the event of one party is aggrieved by an action of the other party, either party may approach competent courts situated at Uttarakhand State for seeking appropriate relief.

#### **13. PENALTY CLAUSE**

On non compliance of the contract the agency will be subject to penalties which includes the following:

1. The performance guarantee/ security deposit as per point number 4 can be withheld by NHM.
2. The 50 % of the overhead funds comprising the 2nd installment as per point number 6.d can be withheld or cancelled.

**14- APPENDICES:**

**Appendix – I: Letter comprising the Application**

Dated:

To,

.....  
.....  
.....

**Subject: Application for selection of District ASHA Resource Centre**

Dear Sir,

1. With reference to your EOI document dated .....,we, having examined the EOI document and understood its contents, hereby submit our Application for Qualification as the District ASHA Resource Centre (DARC) for district of .....(name of districts). The Application is unconditional and unqualified.We acknowledge that the UKHFWS will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for DARC, and we certify that all information provided in the Application and in Annexes I to III is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the DARC.
3. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We acknowledge the right of the UKHFWS to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial
6. Pronouncement or arbitration award, nor been expelled from any project or contract by any neither public authority nor have had any contract terminated by any public authority for breach on our part.
7. We certify that in the last three years, we were not involved in any kind of financial irregularities. We declare that:
8. We have examined and have no reservations to the EOI document, including any Addendum issued by the Authority;
  - (a) We do not have any conflict of interest pertaining this EOI;
  - (b) We hereby certify that we have taken steps to ensure that in conformity with the provisions as per the table of content serial number 8 of “Fraud & Corrupt practices” of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to apply for selection, without incurring any liability to the Applicants.
10. We declare that we are not a Member of any other agency applying for pre-qualification.

11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory authority is pending either against us or against our Chairman/ CEO/ MD or any of our directors/ managers/ employees.
14. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI, we shall intimate the Authority of the same immediately.
15. The power of attorney for signing of application, as per format provided at Appendix IV of the also enclosed.
16. We understand that the selected Agency shall be an existing NGO incorporated under the relevant Indian Societies Act.
17. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the UKHFWS in connection with the selection of Applicants, or in connection with the selection Process itself, in respect of the above mentioned work and the terms and implementation thereof.
18. We agree and undertake to abide by all the terms and conditions of the EOI document.
19. We agree and undertake to be severally liable for all the obligations till the occurrence of Financial Closure in accordance with the Concession Agreement.
20. In witness thereof, we submit this application under and in accordance with the terms of the EOI Document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Place:

Name and seal of the Applicant/ Lead Member

**Appendix - II: Details of Applicant**

1.	Name of Organization	
2.	Name Of Owner/ Directors	
3.	Full Particulars of Registered Office	
4.	Address	
5.	Contact Telephone nos.	
6.	E. mail	
7.	PAN	
8.	Any other	
9.	Particulars of Authorized Signatory	
10.	Name	
11.	Designation	
12.	Address	
13.	Indentity Proof	
14.	Name Telephone and Mobile No. of the dealing representative:	
15.	Signature of authorized signatory	

Name-

Place:

Seal

**Appendix – III: Format for Affidavit**

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of relevant value)

Affidavit

I, M/s..... (the names and addresses of the registered office) hereby certify and confirm that we are not blacklisted/ barred/ convicted by State Health Society, Uttarakhand/ or any other entity of GOI or any other State Government/ Government of India/ any Government organization or any other funding agency for bid rigging /Cartelization/ corrupt or fraudulent practices/ unethical/ negligence of duty/ financial irregularity as on the \_\_\_\_\_(Date of Signing of Application).

We further confirm that we are aware that, our Application for selection of DARC would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Selection Process or thereafter during the agreement period and the amounts to be paid till date shall stand forfeited without further intimation.

Dated this ..... Day of ....., 2017.

Name of the Applicant

Signature of the Authority

Seal:



**Appendix – IV: Format for Power of Attorney**

(On a Stamp Paper of INR 100)

Know all men by these                    presents,

We M/s .....

(Name and address of the registered office) do hereby constitute, appoint and authorize Mr/Ms..... (name and residential address, PAN and identity proof), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for “Selection of District Training Agency for .....”(name of district) including signing and submission of all documents and providing information/ responses to the State Health Society, Uttarakhand, representing us in all matters before State Health Society, Uttarakhand in all matters in connection with this bid. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ..... day of 2017

For \_\_\_\_\_

(Name, Designation and Address of Authorized Signatory)

Accepted \_\_\_\_\_

(Signature)

(Name, Title and Address of the Nominated Attorney)

Date: \_\_\_\_\_

**Appendix -V**

**PERFORMANCE SECURITY FORM**

To:  
Mission Director,  
NRHM, Uttarakhand

WHEREAS..... (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated,.....20.....to supply.....(Description of Goods and Services) hereinafter called "the Contract".

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the Supplier a Guarantee: therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total.....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the.....day of.....20.....

**Signature and Seal of  
Guarantors .....**

.....  
.....

**Date.....20.....**

**Address:.....**

## **15. TECHNICAL PROPOSAL**

### **A. EXPERIENCE:**

1. The agency must have atleast 10 years experience for national level projects, 5 years for State Level projects and 3 years for district level projects in health and/or in the concerned social sector (e.g education, women's empowerment, training, community mobilization, health services, micro planning, IEC, rural development etc.), refer point 2.c.
2. The agency should have experience of capacity building, organising training in community level health or social sector development work/RCH, gender and other field level work.
3. An NGO black listed or placed under funding restriction by any Ministry or Department of the Government of India (GOI), State Government or CAPART is not eligible for applying under the scheme.

### **B. ASSETS:**

- The turnover of the agency should have been 50 lakhs per year.
- Minimum fixed assets of Rs. 20 Lakhs in the name of the NGO, in the form of land and /or building. This should be reflected in the latest audited balance sheet of the NGO and should be retained during the length of the Project.
- Office premises in the district where it want to operate.
- The agency should have following staff (like Programme Coordinator/Manager/Accountant/MIS expert/Professtional in the field of Public Health and Social Sector) the required staff to demonstrate effective support to field level programmes in addition to the staffs of the NHM-Uttarakhand as mentioned in point no- 3.f

### **C. JURISDICTION:**

- Each DARC is allotted maximum of 2 (two) districts to work.

NGO who wish to apply for the DARC status must fulfill the eligibility criteria as mentioned above. A transparent and participatory process of selection is followed for identify suitable NGOs for implementing projects under the scheme. In the events of any disputes between the parties and the parties are not able to settle as per point 11 or in the event of one party is aggrieved by an action of the other party, either party may approach competent courts situated at Uttarakhand State for seeking appropriate relief

### **D. (TOR) Terms of Reference DISTRICT ASHA RESOURCE CENTER,-**

NRHM has put in place several community processes, such as the ASHA programme, establishment of Village Health and Sanitation Committee (VHSC), Village Health Planning, provision and management of untied funds to the sub center and VHSC, increasing public spaces for participation in health, Rogi Kalyan Samitis, Community Action Health & Community Monitoring. The ASHA is seen as a key figure in enabling these processes. The past few years has shown that in the absence of support and supervision to ASHA, her role in enabling such community processes remains limited.

Several reviews of the ASHA programme have demonstrated that for effective facilitation of the ASHA scheme, a supportive structure at all levels of programme implementation (State, District, Block, Village level etc.) is required for monitoring, mentoring, and handholding support to the initiative. This document lays out the Terms of Reference for establishing a District ASHA Resource Center at the District level.

In each district, the DARC will field a team comprising of one District Mobilizer and one Data Assistant/Data Entry Operator. The District Community Mobilizer will work in close coordination

with the DPMU and report to the State, through the DPMU. (For description of responsibilities please see point-1)

At the Block level, the DARC will recruit a Block Community Mobilizer with the permission of his district CMOs, who will be assisted by the ASHA facilitator. The Block Community Mobilizer will report to the District Community Mobilizer and the Block Medical officer. (For description of responsibilities please see point-10)

## **1. Roles and Responsibilities of DARC, at The district levels-**

The role of the , *district* DARC is to provide technical support District Health Societies for strategic planning, implementation, monitoring and coordination of all activities related to the community processes component of NHM, viz: The ASHA programme, VHSC and Village Health Planning, RKS, Community Action Health and community monitoring under NHM. The DARC will also be responsible for coordinating with the State Health Systems Resource Centre (SHSRC) for facilitation of technical assistance to strengthen programme effectiveness and capacity building on community process on a regular basis.

The major responsibilities of District ASHA Resource Centre (especially District Community Mobilizer) are;

- Capacity building of Block Coordinator, ASHA facilitator and Block Trainer's Team in coordination with District Trainer's Team
- Create and maintain district resource database for the health sector and assist in optimal allocation of resources.
- To provide a suitable office space including a Computer and internet facility to the District Community mobilizer and Data Entry operator.
- Coordinate with other Govt. Dept. such as; WCD, Water and Sanitary, Education and PRI, at District level for intersectoral coordination, and support Block facilitator for the same at block level.
- Develop measurable performance indicators for the District and Block level ASHA support system/unit
- Undertake periodic review meetings for ASHA programme and community processes.
- Undertake frequent field visits for supportive supervision to the activities related to community processes implementation..
- Arrange visits/meetings of ASHA Mentoring Groups at District and Block Level.
- Arrange Jan Samwad at Block & District Level & Strengthening of VHSNC.
- Implement of WIFS distribution at block level.

## **2. Implementation Review and Feedback to State/District Planning, Process**

- To act as the secretariat of ASHA Mentoring Group
- Develop annual work plans with specific deliverables and measurable outcomes.
- Review and assess ongoing community processes and provide feedback to the development of the annual Project Implementation Planning (PIP).

## **3. Training and Capacity Building-**

- Assessment of training needs of VHSNC, ASHA, ASHA facilitators, block mobilizers, and district mobilizers.

- Identifying a cadre of trainers at state, district, and block levels with the appropriate skill mix to provide quality training to ASHA
- Ensuring and maintain a stable team of district and block trainers. .
- Designing a training plan for trainers, district and block mobilizers, ASHA facilitators and ASHA.
- Designing state specific training modules and communication material
- Planning, implementing and monitoring the training programme in consultation with the districts, block, and sub block levels.
- Conducting training of trainers in collaboration with NHSRC and the national trainers.
- Having a suitable training site (Hall with LCD Projector & sitting capacity for 40 Participants) for training purpose including a residential facility for minimum 40 ASHA workers / Participants.

#### **4. Monitoring and Supervision-**

A System of periodic and ongoing monitoring is in place for accessing the NGOs Performance.

- The DARC Submits reports (financial and performance) every quarter to the State NGOs Coordinator and District Health Society.
- Develop data base to track ASHA and VHSC through the structure at sub block, block, district and state levels to enable tracking of dropouts, payments, and to use as a planning and monitoring tool.
- Developing/adapting monitoring formats and registers for ASHA, VHSC, and for the community monitoring process.
- Developing/adapting supervisory protocols and check lists for staff at various levels.
- Developing monitoring formats for block, district and state ARC teams.
- Develop s schedule of review and monitoring visits at the various levels.
- Organizing Monthly review meeting with the Chief Medical Officer.
- Supporting Supervision checklist to be provided by RMNCH+A.
- State will have the liberty to conduct the financial review and financial audit of the NGOs at any time apart from the routine biannual audit therefore full cooperation from the NGO staffs is expected. Sate may also call the Finance team of the NGO at Directorate health for the same.

#### **5. Evaluation-**

- The DARC performance is evaluated at yearly by an internal Evaluator.The DARC make a presentation to the State RCH society on their performance (project & financial) during the period based on the activity plan for the year.
- Preference is given to NGOs, which seek to cover un-served and underserved areas in the disrtict. The N.G.O. identifies these area in consultation with the district RCH Officers.

#### **6. Reporting-**

- The DARC submits Monthly/Quarterly reports to the state RCH society with copies to the CMO office & State ASHA Cell.
- The utilization certificates for the funds are to be submitted to CMO office & State ASHA Cell by DARC.
- At the end of the project the DARC submits a project completion to the state Uttarakhand Health & Family Welfare Society.

## **7. Coordination and Convergence-**

- Assist Chief Medical Officer Co-ordination among various stakeholders from the government departments and non-government sectors to strengthen community processes.
- Ensure effectiveness in programme monitoring and updating programmatic progress to the Chief Medical Officer periodically.
- Identify generic and specific impediments to the programme in districts and enable problem solving at district and state levels.
- Build resources in training and capacity building of ASHA and for other community processes Staff.
- Address issues of convergence with PRI and WCD to strengthen effectiveness of ASHA and other community processes.

## **8. Development of IEC/ BCC material, and Documentation -**

- Develop IEC/BCC/Advocacy related activities contributing to the community processes at the state level and district level.
- Documentation of successful innovations and model community processes, sharing with key stakeholders and develop scaling up strategies.

## **9. Specific Functions related to ASHA-**

- Review and strengthen existing selection processes, in order to recruit the full complement of ASHA required, and plan for recruitment strategy for drop out.
- Ensure role clarity and advocate for an enabling environment to improve ASHA effectiveness.
- Identify state specific issues for inclusion into future rounds of ASHA training and ensure that the requisite 23 days of training for ASHA are held each year.
- Facilitate ASHAs training programmes at sub block levels through the district and block level structures.
- Facilitate timely incentive payments through regular reviews and assessments and spot checks of the situation related to payments
- Ensure distribution and refilling of drug kits to ASHA at PHC/CHC level in Quarterly/Half yearly according to need.

## **10. Responsibilities of the DARC at the Block Level-**

- Block level mobilizer will assist Block Medical Officer for the effective implementation of ASHA, VHSNC and other related community processes activities in the block
- Capacity building of ASHA facilitators and ASHAs (in coordination with Block level trainer's team), review, implementation and monitoring of ASHA, VHSNC, CAH and other related community processes activities.
- Coordinate for monthly meeting at PHC to discuss and sort out various issues of ASHAs relating to incentive payment, drug kit replenishment etc.

- Coordinate with other govt. department such as Health, WCD (ICDS official), Water and Sanitation, education etc. at block level for inter-sectoral coordination
- Support/guide ASHA facilitator for various coordination at village level
- Submit reports on the above activities to District ASHA Coordinator

### **11.Sub Block Level-**

At the sub block level, one ASHA/Block facilitator for every 10-20 ASHAs to assist Block level organizer as well as to provide continuous handholding support to ASHAs will be engaged. She will be resident in the area. She will support ASHA for/in coordination with ANM, AWW, PRI,

VHSC, SHG etc., and will report to Block level organizer. She will support ASHA in organizing monthly meetings, Village Health and Nutrition Day (VHND), VHSC meetings as well as monitor drug kit replenishment. It is expected that she will spend 20 days in the field to provide support ASHA in her area of operation.

### **12.Staffing Requirements of the DARC**

District Level

1. District Community Mobilizers
2. Data Assistant/Data Entry Operator

Block and Sub Block Level

3. Block Community Mobilizers
4. ASHA Facilitators

### **13. Selection criteria of more than 1 successful shortlisted agency.**

Desk review & scoring of proposal based on criteria in Table -1

<b>Table -1 List of Criteria &amp; Scoring instruction for desk review of proposal:</b>	
Registration of agency more than three year	< 3-0 >3-1
The turnover of agency should have been Rs. 50. Lakhs in least once in 3 years.	< 50 lakhs-0 >5 lakhs -1
The agency should have an established presence in the state.	No-0 Yes-1
The agency should demonstrated partnerships with NGOs in the districts.	No-0 Yes-1
The agency should have experienced of field level work / Community level health or social sector development work including training / Capacity building.	No- 0 Social Development-1 Health - 2
Agency should have the required staff and demonstrate effective support to feild level programmes.	No- 0 Yes at district level-1 Yes at district & block level-2

## 14. Selection criteria involving field appraisal of the shortlisted agencies.

Name of the NGO-				
Applied Districts	Criteria of field appraisal of DARC			Total marks
	<p><b>Evaluation of the organization-</b></p> <p>1. Vision &amp; Mission - If clearly explained by the officials/ mentioned in the official website / brochure – Y-5 points, No- 0 Points.</p> <p>2. Governing board &amp; its members - If clearly explained by the officials/ mentioned in the official website/ brochure - – Y-5 points, No- 0 Points.</p> <p>3. System of rotation of members- If clearly explained by the officials/ mentioned in the official website / brochure – Y-5 points , No- 0 Points.</p> <p>4. Programmes of Organization, If clearly explained by the officials/ mentioned in the official website / brochure – Y-5 points, No- 0 Points.</p> <p>5. Geographical working areas of Organization- whether the agency is having establishments in the state or districts in the state or neighbouring state.:- If clearly explained by the officials/ mentioned in the official website / brochure - – Y-5 points, No- 0 Points.</p> <p>6. Regularity of Governance process and meeting- If clearly explained by the officials/ mentioned in the official website / brochure -- Y-5 points, No- 0 Points.</p>	<p><b>Management System-</b></p> <p>1. Clarity &amp; Robustness of systems of programmes &amp; Project management,- Y-7 points, No- 0 Points.</p> <p>2. Salary and leave and other HR Process, recruitment systems / rate of turnover- Y-7 points, No- 0 Points.</p> <p>3. Organization annual report, infrastructure &amp; management- Y-7 points, No- 0 Points.</p> <p>4. Effectiveness of organizational leadership- Y-7 points, No- 0 Points.</p> <p>5. Financial management system Plan responsibility- Y-7 points, No- 0 Points.</p> <p><b>Note*-</b> All above criteria should be mentioned in the NGO/Company brochure / website/ previously signed MOU and copy of NOC (No Objection Certificate) from previous company.</p>	<p><b>Programme Experience-</b></p> <p>1. Experience of community health programme, experience in health /RCH/Gender &amp; other social sectors- Y-13 points, No- 0 Points.</p> <p>2. Competencies / Potential of the organization to mobilize systems in past patterns of programme monitoring and course correction- Y-12 points, No- 0 Points</p> <p>3. Competencies and patterns of programme reporting -Y-10 points, No- 0 Points.</p> <p><b>Note*-</b> All above criteria should be mentioned in the NGO/Company brochure / website/ previously signed MOU and copy of NOC (No Objection Certificate) from previous company.</p>	
	<b>Marks- 30</b>	<b>Marks- 35</b>	<b>Marks- 35</b>	<b>100</b>
	<b>Marks obtained-</b>	<b>Marks obtained-</b>	<b>Marks obtained-</b>	<b>Total marks-</b>