

EXPRESSION OF INTEREST

FOR EMPANELMENT OF NGO/GOVERNMENT MEDICAL
INSTITUTION OR ESTABLISHMENTS AS A
DISTRICT ASHA TRAINING AGENCY (DARA)
IN DISTRICT HARIDWAR (UTTARAKHAND)

EOI No: DHFWS/NHM/ASHA TRAINING AGENCY/2020-21/ 1187

FROM

Office of Chief Medical officer, Haridwar Health & Family Welfare
Society, a Department Of Directorate Health & Family Welfare, Govt. of
Uttarakhand, Roshnabad, Haridwar, Uttarakhand-249403



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EOI Ref. No. DHFWS/NHM/ASHA Training agency/2020-21/

Dated: 02.03.2021

1- Expression Of Interest Notice

The Expression of Interest is invited through **DHFWS** web portal system for Empanelment of NGO/Government Medical Institution or establishments as a district ASHA training Agency by Chief Medical Officer, Haridwar. Expression of Interest notice and related requisites are also available on the website of cmo Haridwar www.cmoharidwar.org. The documents to be submitted (online & offline) from 03th March 2021 to 14th March 2021 till 17:00 hours.



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- | | | |
|----|--|--|
| 1. | Publishing of EOI Documents: | 03 March 2021 |
| 2. | Last date of Submission of Proposal Online/ Offline: | 14 March 2021 |
| 3. | Selection Process: | Expression Of Interest |
| 4. | Submission of hard copies at CMO Office haridwar: | Upto 14 th March 2021 till 17 00 hours. |
| 5. | EMD :- | Rs 102000.00 |
| 6. | Technical Evaluation : | 15.03.02021 at 1400 hours |

Note:

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



CHIE MEDICAL OFFICER
HARIDWAR

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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 or Government Medical Institution or Establishments should follow Establishment of Medical College Regulations 1999 under Indian Medical Council ACT 1956.
- b. NGO should be registered under the Indian Societies Registration Act/Trust/WAFS.
- c. The Agency/ Government Medical Institution or Establishments must have experience of atleast 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 Till date.
- e. The agency should have an established presence in the districts of Uttarakhand having own office in the State of Uttarakhand.
- f. The Agency/ Government Medical Institution or Establishments 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 before project allotment.
- g. The Agency/Hospital should have rent agreement/Lease date/Free hold agreement/Ownership documents of venue (training/workshop/meeting/Office) for physical verification.
- h. The Agency/Hospital shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Selection Process. The DHFWS will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- i. Notwithstanding anything contained in this EOI, the DHFWS 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.
- j. The DHFWS 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/ Government Medical Institution or Establishments does not provide, within the time specified by the DHFWS , the supplemental information sought by the DHFWS 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/ Government Medical Institution or Establishments has made material misrepresentation or has given any materially incorrect or false information, the Agency/ Government Medical Institution or Establishments shall be

disqualified forthwith if not yet appointed as the District ASHA Training Agency 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 DHFWS to the Agency, without the DHFWS being liable in any manner whatsoever to the Agency/ Government Medical Institution or Establishments, as the case may be. In such an event, the DHFWS shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

- k. The DHFWS reserves the right to verify all statements, information and documents submitted by the Agency/Hospital 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 DHFWS may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency/Hospital modify the EOI (Expression of interest) by the issuance of Addenda.
- b. Any Addendum thus issued will be uploaded on DHFWS website. Any addendum issued shall be binding to all Agency/ Government Medical Institution or Establishments.
- c. In order to afford the Agency/ Government Medical Institution or Establishments a reasonable time for taking an Addendum into account, or for any other reason, the DHFWS 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 that financial evaluation will be addressed.
- e. Post selection of the Agency/ Government Medical Institution or Establishments, the contract term will be minimum of 1 years period extended on the basis of performance appraisal maximum upto 3 years which will also include Technical evaluation half yearly/ bi annually.

4. PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

The Successful contender shall within 14 days of the issuance of Notification of Award will submit a Performance Security 5 to 10 percent as per procurement rule 2017. 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 Guarantee / Demand Draft drawn in favor of "CMO Haridwar.
- 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 (earnest money deposit).
- 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 the District ASHA Training Agency) 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 cmoharidwar Roshnbad.

6. PAYMENT TERMS

- a. The payments to the selected agency –will be made as per the TOR Roles & Responsibilities of District ASHA Programme at District level, Block level & Sub block level as stated in page no. 19- 20.
- b. The payments related to the trainings provided to the agency 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 10 % of the net training Funds involving training of ASHAs can be embarked as institutional overhead cost for Agency/ Government Medical Institution or Establishments involved in training programme. The 10% institutional overhead charges are as per the revised RCH training financial norms by MOHFW (Ministry of Health & Family Welfare Society) dated 28th January 2015.
- d. All the payments to the Agency/ Government Medical Institution or Establishments in reference to institutional overhead cost involving training will be transferred to the Agency/ Government Medical Institution or Establishments through PFMS software in a DBT mode to the registered agency's (the agency have to get registered in the DHFWS finance department at district level after successful empanelment) savings account from the District within 30 days of the completion of the training.
- e. Related to the Schedule trainings as per the direction of GOI, the Daily wages/ Travel Allowences (as per actual bill & community Process guidelines) to ASHA, who participates in the training will be paid in DBT mode (RTGS/PFMS) to the her account at the Training Agency by the accountant of the Training Agency. The attendance of the participants participating in the training will be compiled by the Training Agency official's e.g- Coordinator and report to be sent CMO office.
- f. The meals (breakfast, lunch & dinner to the ASHA) and stationary (manual, notebook, pen etc) to those who participates in the day/residential training will be arranged by the Training Agency, by Selection of a local caterer (preferable near by to the Training Center/training venue) for meals and local stationary supplier for stationary (preferable nearby to the Training Center/training venue).
- g. Referring to point (e & f) all the funds related to Daily wages & travel allowences, stationary & meals (breakfast, lunch & dinner to the ASHA) are fixed costs involved in Training and will be transferred to the agency/ Training Agency by the CMO office of which the Utilization Certificate has to be provided to the CMO Office by the Agency/ Government Medical Institution or Establishments post training within a period of 15 days. The Agency/ Government Medical Institution or Establishments should not incur any form of profit or income from the above mentioned funds whereas the agency is subjected to financial audit annually for the same by the NHM- Finance department to verify that the Agency/ Government Medical Institution or Establishments is not incurring any form of profit related to the same funds.
- h. Budget will be calculated on the basis of number of Training batches held, Asha Community Process guidelines and RCH norms & then provided to the agency.



7. FORMAT AND SIGNING OF APPLICATIONS -

a. The Agency/Hospital shall provide all the information sought under this EOI (Expression of interest). The DHFWS 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/ Government Medical Institution or Establishments. 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. DHFWS 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 TOR Roles & Responsibilities set out in pg-19-20.
- g. Asha Training Detail as per Appendix VI.

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 DHFWS 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 including 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 DHFWS for reasons of national emergency 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 DHFWS 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 DHFWS, shall meet and hold discussions in good faith and where necessary conduct physical inspection/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/ Government Medical Institution or Establishments 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 DHFWS. 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, DHFWS 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 DHFWS in accordance with the following clause is paid to the Concessionaire on the termination date and the project facility are handed back to DHFWS 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 DHFWS to the Concessionaire.

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

Save and except as expressly provided in this article, neither Party here to 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 DHFWS 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 DHFWS hereinabove, if an Applicant is found by the DHFWS 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 DHFWS during a period of 2 (two) years from the date such Applicant is found by the DHFWS 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 DHFWS 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 DHFWS 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 Haridwar District 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 CMO Haridwar.



14- APPENDICES:

Appendix – I: Letter comprising the Application

Dated:

To,

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

Subject: Application for empanelment of NGO /Government Medical Institution or Establishments as a District ASHA Training Agency

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 Empanelment as the District ASHA Training Agency for district of(name of districts). The Application is unconditional and unqualified.We acknowledge that the DHFWS will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for District ASHA Training Agency, 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 District ASHA Training Agency.
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 DHFWS 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 10 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.



EOI-DARA

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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/ Government Medical Institution or Establishments 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/ Government Medical Institution or Establishments shall be an existing NGO incorporated under the relevant Indian Societies Act or Indian Medical Council Act 1956.
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 DHFWS 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/ Agency/ Government Medical Institute or Establishments	
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 empanelment of District ASHA Training Agency 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, 2021.

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 "Application for empanelment of District ASHA 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 2021

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:
Chief Medical Officer
Roshnabad, Haridwar.

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

And whereas it has been stipulated by you in the said EOI 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.....2021.

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

.....
.....

Date.....20.....

Address:

.....



APPENDIX-VI

Training Details of ASHA & AF in District Haridwar

Induction training			
S.No.	Name of Block	No. of New ASHA	Total days of Training
1	Bahadrad+Haridwar Urban	42	8 Days
2	Narsan	30	8 Days
3	Bhagwanpur	25	8 Days
4	Inmlikheda+Roorkee Urban	23	8 Days
5	Laksar+Khanpur	33	8 Days
6	Total	153	

Module VI & VII (1st Round)			
S.No.	Name of Block	No. of New ASHA	Total days of Training
1	Bahadrad+Haridwar Urban	42	5 Days
2	Narsan	30	5 Days
3	Bhagwanpur	25	5 Days
4	Inmlikheda+Roorkee Urban	23	5 Days
5	Laksar+Khanpur	33	5 Days
6	Total	153	

Module VI & VII (IInd Round)			
S.No.	Name of Block	No. of New ASHA	Total days of Training
1	Bahadrad+Haridwar Urban	42	5 Days
2	Inmlikheda+Roorkee Urban	50	5 Days
3	Laksar+Khanpur	40	5 Days
4	Total	132	

Training OF Asha Facilitator (VISHWAS & VHSNC)			
S.No.	Name of Block	No. of A.F	Total days of Training
1	Bahadrad+Haridwar Urban	19	2 Days
2	Narsan	14	2 Days
3	Bhagwanpur	11	2 Days
4	Inmlikheda+Roorkee Urban	14	2 Days
5	Laksar+Khanpur	10	2 Days
6	Total	68	

3- Supplemantry training For Asha's (Disaster Training)			
S.No.	Name of Block	Total No. of ASHA n A.F.	Total days of Training
1	Bahadrad+Haridwar Urban	497	3 Days
2	Narsan	296	3 Days
3	Bhagwanpur	249	3 Days
4	Inmlikheda+Roorkee Urban	348	3 Days
5	Laksar+Khanpur	255	3 Days
6	Total	1645	

15. TECHNICAL PROPOSAL

A. EXPERIENCE:

1. The agency must have atleast 05 years experience 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/ Government Medical Institution or Establishments should have been 50 lakhs atleast once in the last three year.
- Minimum fixed assets of Rs. 25 Lakhs in the name of the Agency/ Government Medical Institution or Establishments 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.

C. JURISDICTION:

- Agency/ Government Medical Institution or Establishments who wish to apply for the District ASHA Training Agency status must fulfill the eligibility criteria as mentioned above. A transparent and participatory process of selection is followed for identify suitable NGO or Govt Medical institution 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 TRAINING AGENCY-

1. Training and Capacity Building-

- Assessment of training needs of VHSNC/VISHWAS, 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 training supervisors/ managers.
- Designing a training plan for trainers, district and block mobilizers, ASHA facilitators and ASHA.
- Planning, implementing and monitoring the training programme in consultation with the districts, block, and sub block level staffs of NHM.
- 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, situated preferably at a suitable known area in the district which can be commuted by the ASHA workers through available means of transport.



2. Monitoring and Supervision in Training-

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

- The District ASHA Training Agency Submits reports (financial and performance) every quarter to the District ASHA Coordinator and District Health Society.
- Developing/adapting supervisory protocols in Training and check lists for staff at various levels.
- Developing monitoring formats for block, and district Training teams.
- State will have the liberty to conduct the financial review and financial audit of the Agency/ Government Medical Institution or Establishments at any time apart from the routine biannual audit therefore full cooperation from the Training teams is expected. District may also call the Finance team of the Agency/ Government Medical Institution or Establishments at Directorate health for the same.

3. Evaluation-

- The District ASHA Training Agency performance is evaluated at yearly by an internal Evaluator. The District ASHA Training agency makes a presentation to the District society on their performance (project & financial) during the period based on the activity plan for the year.
- Preference is Agency/ Government Medical Institution or Establishments given to which seek to cover un-served and underserved areas in the district. The Agency/ Government Medical Institution or Establishments identifies these area in consultation with the district CMO Office.

4. Reporting-

- The District ASHA Training Agency submits Monthly/Quarterly training reports to the CMO office.
- The utilization certificates for the funds (involved in training) are to be submitted to CMO office.
- At the end of the project the District ASHA Training Agency submits a project completion to the state District Health & Family Welfare Society.



5. Selection criteria of more than 1 successful shortlisted agency.

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

Qualification for the field appraisal 10 and more then 10 number required in Table 1.

Table -1 List of Criteria & Scoring instruction for desk review of proposal:

Registration of Agency/ Government Medical Institution or Establishments more than three year	< 3-0 >3-1
The turnover of Agency/ Government Medical Institution or Establishments should have been Rs. 5. Lakhs in least once in 3 years.	< 5 lakhs-0 >5 lakhs -1
The Agency/ Government Medical Institution or Establishments should have an established presence in the district/state.	No-0 Yes-1
The agency should demonstrate partnerships with NGO/ Government Medical Institution or Establishments in the districts.	No-0 Yes-1
The Agency/ Government Medical Institution or Establishments 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/ Government Medical Institution or Establishments should have the required staff and demonstrate effective support to field level programmes mainly training.	No- 0 Yes at district level-1 Yes at district & block level-2
Having a suitable training site (Hall with LCD Projector & sitting capacity for 30 Participants) for training purpose including a residential facility for minimum 30 ASHA workers / Participants, Having a Facility to conduct 2 batches at a same time.	No-0 Yes-1
The Agency/ Government Medical Institution or Establishments should have Own health center where seek neonatal, ANC& Delivery comes in sufficient nos & trainees learn and practice on those.	No-0 Yes-1

6. Selection criteria involving field appraisal of the shortlisted agencies.

Name of the Agency/Hospital-				
Applied Districts	Criteria of field appraisal of DARA			Total marks
	Evaluation of the organization- (Total Marks 30) 1. Vision & Mission - If clearly explained by the officials/ mentioned in the official website / brochure – Y-5 points, No- 0 Points. 2. Governing board & its members - If clearly explained by the officials/ mentioned in the official website/ brochure – Y-5 points, No- 0 Points. 3. System of rotation of members- If clearly explained by the officials/ mentioned in the official website / brochure – Y-5 points, No- 0 Points. 4. Programmes of Organization, If clearly explained by the officials/ mentioned in the official website / brochure – Y-5 points, No- 0 Points. 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. 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.	Management System- 1. Clarity & Robustness of systems of programmes & Project management, (e.g Accredited/certified by Government agencies) - Y-14 points, No- 0 Points. 2. Organization annual report, infrastructure & management- Y-7 points, No- 0 Points. 3. Effectiveness of organizational leadership (should reflect in the agencies annual performance report verified by an Govt recognised Auditing Company)- Y-7 points, No- 0 Points. 4. Financial management system Plan responsibility- Y-7 points, No- 0 Points. Note*- 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.	Programme Experience- 1. 5-10 years Experience of community health programme, experience in health /RCH/Gender & other social sectors particularly in Training programme-10 or more than 10 year Experience Y-13 points, 8-10 years Experience Y-10 Points, 5-8 years Experience Y-8 Points, less than 5 years No- 0 Points. 2. Competencies / Potential of the organization to mobilise systems in past patterns of programme monitoring and course correction- Y-12 points, No- 0 Points 3. Having a suitable training site (Hall with LCD Projector & sitting capacity for 30 Participants) for training purpose including a residential facility for minimum 30 ASHA workers / Participants, situated preferably at a suitable known area in the district which can be commuted by the ASHA workers through available means of transport-Y-10 points, No- 0 Points. Note*- 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.	
	Marks- 30	Marks- 35	Marks- 35	100
	Marks obtained-	Marks obtained-	Marks obtained-	Total marks-