

# MINISTRY OF HEALTH AND FAMILY WELFARE

Statistics Division

NO. Y.11011/1/2008- STATS

## **Concurrent Evaluation of National Rural Health Mission Round I - Supplementary Round**

**Request for Proposals (RFPs):  
Procedure for Submitting Proposals for Field and Zonal Agencies  
{Version 2.5}**

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**Ministry of Health and Family Welfare**

# Concurrent Evaluation of NRHM

## Round I - Supplementary Round

### CHECK LIST

Please tick “√”

1. Separate sealed envelopes containing Technical Proposal and Financial Proposals in two separate sealed envelopes (Superscribed as Technical/Financial Proposal, State applied for:----- ) is to be enclosed in a common sealed envelope clearly superscribed “Proposal for Concurrent Evaluation of NRHM”, also [mentioning the State](#) for which the Agency has applied for.
2. In case the Agency is bidding for a Zonal Agency, this may be sent in separate envelope with the Technical and Financial Bids. Envelope should be superscribed as Zone Applied for: ----- . ***This is not applicable for the Supplementary Round of Round I.***
3. Each page legibly printed and numbered.
4. Letter of Transmittal, duly signed, is enclosed with the Technical Proposal.
5. CV of key professionals in one page format enclosed. An undertaking from the Key Resource Persons that they are willing and available to the Agency for the Project.
6. Balance sheet for the years 2006-2007 and 2007-2008 enclosed. In addition copies of Bank Statements for 2007 – 2008 and April 2008 till date may also be sent.
7. An undertaking that the organisation has neither been black-listed nor issued a warning for its performance for any work undertaken by them for a Central or State Government, PSU or any other Governmental agency (Format ‘L’).
8. Certificate signed & stamped by head of organisation: "Key professionals, support & field staff, and equipments/facilities as mentioned in technical bid shall be available for this study in due time".
9. Verification signed by head of organization.

Signature :  
Name of Authorised Signatory :  
Contact details (including E-mail) :  
Date:

Seal of organization :

***Please do not attach any additional material, papers, documents, reports etc., unless specifically requested for.***

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### **Additional Points for Supplementary Round**

**Note:** Please note that the following points are applicable to all Agencies applying for the Project under the Supplementary Round of the ongoing Round I of Concurrent Evaluation:

- There is no change in the TORs of the Zonal Agency.
- All clarifications provided in the Pre – Bid Conference for Round I hold good for the Round I – Supplementary Round.
- All Technical and Financial Proposal should reach the Ministry of Health and Family Welfare within 15 days of the receipt of this communication.
- Any Agency applying for a Zonal Agency **cannot submit a proposal** for being a Field Agency in the same Zone. Agencies applying for both Zonal and Field Agencies shall be required to have separate and exclusive staff for both activities. Sharing of human resource for Zonal and Field Agencies will not be permitted.
- Agencies applying for both Zonal and Field Agencies must submit the Technical and Financial proposal for Zonal Agency separately in the given format in sealed envelope mentioning ‘Technical/Financial Bid For Zonal Agency’ along with the name of Zone / State applied for.
- Each Field Agency can apply for **up to a maximum of three States and one union territory (UT)** to carry out the evaluation study.

# **PARTA: Terms of Reference**

## **Section-I – INFORMATION TO AGENCIES**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to conduct the evaluation study. The short details of the projects, terms of reference, submission of proposals, conditions, evaluation and opening of proposals are given as following:

### **1.1 Overview of the National Rural Health Mission**

The Government of India launched the National Rural Health Mission in April, 2005 to address the core issues in the health sector so that it becomes more vibrant and provide accessible, affordable and equitable health care services to the rural poor. The National Rural Health Mission represents a major departure from the past, in that central government health financing is now directed to the development of state health systems rather than being confined to a select number of national health programmes. There are many considerations behind such a shift. Such a shift is important for improving the health of public health systems because all national health programmes taken together account for only a small part of morbidities – in the range of about 20 to 30% only. Another reason for this shift is because investment in health systems development is essential for good results even for national disease control and RCH programmes. Also for investment in health funding to impact on health equity and on poverty, larger funds have to flow for health systems to those very states whose ability to raise resources internally are most limited and who have a greater burden of poverty and inequity and therefore a greater burden of disease to bear.

As in our federal polity, health is a state subject, the NRHM requires States to submit sector wide well integrated state plans which it then jointly with the states, appraises for consistency with the NRHM framework for implementation – a common framework that the center and the states have agreed to and around which a national consensus has been built. Based on this appraisal the state plans are approved and the NRHM then provides the financial resources and technical support needed to implement these plans.

The NRHM framework represents a conscious decision to strengthen public health systems and the role of the state as health care provider. The NRHM recognizes the need to make optimal use of the private sector to strengthen public health systems and to increase access to medical care for the poor. But given the uneven growth of the private sector, its current situation in regulation and the issues of access to the poor, the public health care provider remains the mainstay of public health policy. There has been concern on whether such an approach is pragmatic given the poor record of performance of the public health systems. The NRHM framework is built on an understanding that low and declining public investment in health care and the many structural problems in the way the public health systems have been organized are the main reasons why the

public health system has been functioning poorly and this must be addressed through increased public expenditure and through architectural correction of the public health system.

The NRHM is therefore about increasing public expenditure on health care from the current 0.9% of the GDP to 2 to 3% of the GDP. The corollaries of such a policy directive are not only an increased central government budgetary outlay for health, but that the states also make a matching increase – at least 10% of the budget annually including a 15% contribution into the NRHM plan, and that the centre – state financing ratio shifts from the current 80:20 to at least a 60:40 ratio in this plan period. Another important corollary is that the state health sector develops the capacities to absorb such fund flows. There are currently many constraints, especially in the EAG states to absorbing these funds, and the poorest performing states which require the largest infusion of resources have some of the greatest problems in being able to expend the funds already with them. This is one of the main reasons why a process of reforming and strengthening the state health systems needs to go hand in hand with the increase of fund flows.

The NRHM is thus also about health sector reform an “architectural correction” of the public health system so as to make it “equitable, affordable and effective.” Such architectural correction is organized around five pillars, each of which is made up of a number of overlapping core strategies.

- a) **Increasing Participation and Ownership by the Community** (what is often referred to as communitisation). This is sought to be achieved through an increased role for PRIs, through the ASHA programme, through the village health and sanitation committee, through increased public participation in hospital development committees and district health societies and in the district and village health planning efforts and by a special community monitoring initiative, and through a greater space for NGO participation.
- b) **Improved Management Capacity.** The core of this is professionalizing management by building up management and public health skills in the existing workforce, supplemented by inculcation of management personnel into the system. Another major component of this is the creation of institutional capacities for improved management in the form of functional programme management units, strengthened directorates of health services, strengthened and outcome oriented state institutes of health and family welfare that ensure that the workforce in every facility has the necessary skills to deliver its service guarantees and the creation of state health resource centers that act as strategic planning units and managers of change. Increased decentralization in management, public participation and accountability in the management through participatory decision making structures like the hospital development committees and the district health societies is another major strategy of improving public health system functioning.
- c) **Flexible Financing:** The central strategy of this pillar is the provision of untied funds to every level- to the village health and sanitation committee, to the sub-center, to the PHC, to the CHC and district hospital. Even the strategy of providing a resource envelope to each district and state which the district/state has to use against an approved plan that it develops is an unprecedented level of financing flexibility. Financing packages for demand side financing and various forms of risk pooling where money follows the

patient are also major strategies declared by the NRHM. The Janani Suraksha Yojana is one major, almost overwhelming example of the demand side financing option, so much so that in many places the NRHM is being identified with it. But the challenge of the NRHM is to be able to build more comprehensive packages that ensure allocative efficiencies within the public health system and that address equity concerns for the entire range of curative care needs.

- d) **Innovations in human resources development for the health sector:** The central challenge of the NRHM is to find definitive answers to the old questions about ensuring adequate recruitment for the public health system and adequate functionality of those recruited. Breaking a vicious cycle where poor performance of the workforce has justified poor attention to solving the fundamental problems of human resource development, the NRHM lays down a minimum human resource requirement for each facility level and follows up to ensure that states agree to a road map to close these gaps. The most important outcome of this is the dramatic increase in the number of nursing and allied staff being brought into the system. Contractual appointment route to immediately fill gaps as well as ensure local residency, incentives and innovation to find staff to work in hitherto underserved areas and the use of multi-skilling and multi-tasking options are examples of other innovations that seek to find new solutions to old problems. Expansion of professional and technical education and increasing access of weaker sections to such education are also a core strategy.
- e) **Setting of standards and norms with monitoring:** The prescription of the IPHS norms marks one of the most important core strategies of the mission. This has been followed up by a facility survey to identify gaps and funding is directed to closing the gaps so identified. Gaps in equipment are relatively easily addressed. Gaps in drug supplies need an adequate drug procurement and distribution policy. Gaps in infrastructure require an efficient mechanism of completing civil works in time with quality. Gaps in human resource require expansion of education plus workforce reforms and innovations. And to ensure that states are seized of this task and have built road maps to close these gaps and are traversing down these road maps they have set themselves, the NRHM aims to provide adequate technical facilitation and monitoring support.

Each of these five pillars and the many core strategies that they are composed of must eventually impact on 24 critical areas of concern which the NRHM framework for implementation identifies. These 14 areas of critical concern are essential cornerstones of an effective health system. The first and most important of these is the responsibility of creating what the framework calls “Fully functional Health facilities”. Whether it is a sub-center, or a PHC, a CHC or a district hospital- the NRHM framework spells out a service guarantee expected of that level and the outcome most expected from the Mission is that each facility is able to fulfil this guarantee. The list of the 14 critical areas is given below:

- 1) Fully Functional Facilities- from sub-center to district hospital
- 2) Increasing and Improving Human resources in rural areas
- 3) Accountable health delivery
- 4) Effective decentralisation
- 5) Reduced MMR, IMR and TFR

- 6) Action for Preventive and promotive health
- 7) Disease surveillance
- 8) Hamlet to hospital referral linkage
- 9) Health information systems
- 10) Planning and monitoring with community ownership
- 11) Equity issues: Women Empowerment; securing entitlements for SCs/STs/OBCs and minorities
- 12) Convergence - with HIV/AIDS; AYUSH; chronic diseases, malnutrition, safe drinking water - with community support
- 13) Chronic disease burden
- 14) Social security to poor – for reducing impoverishment and bankruptcy related to ill health.

## **1.2 The vision of the Mission**

1. To provide effective healthcare to rural population throughout the country with special focus on 18 States, which have weak public health indicators and/or weak infrastructure.
2. 18 Special focus states are Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Himachal Pradesh, Jharkhand, Jammu & Kashmir, Manipur, Mizoram, Meghalaya, Madhya Pradesh, Nagaland, Orissa, Rajasthan, Sikkim, Tripura, Uttarakhand and Uttar Pradesh.
3. To raise public spending on health from 0.9% GDP to 2-3% of GDP, with improved arrangements for community financing and risk pooling.
4. To undertake architectural corrections of the health systems to enable it to effectively handle increased allocations and promote policies that strengthen public health management and service delivery in the country.
5. To revitalize local health traditions and mainstream AYUSH into public health system.
6. Effective integration of health concerns through decentralized management at districts, with determinants of health like sanitation and hygiene, nutrition, safe drinking water, gender and social concerns.
7. Address inter-state and inters-district disparities.
8. Time bound goals and report publicly on progress.
9. To improve access to rural people, especially poor women and children to equitable, affordable, accountable and effective primary health care.

## **1.3 Goals, Strategies and Outcomes of the Mission**

The National Rural Health Mission (NRHM) has been launched with a view to bringing about dramatic improvement in the health system and the health status of the people, especially those who live in rural areas of the country. The mission seeks to provide universal access to equitable, affordable and quality health care which is accountable at the same time responsive to the needs of the people, reduction of child and maternal deaths as well as population stabilization, gender and demographic balance. In this process, the mission would help achieve goals set under the

National Health Policy and the Millennium Development Goals. To achieve these goals NRHM will:

- Facilitate increased access and utilization of quality health services by all.
- Forge a partnership between the Central, state and the local governments.
- Set up a platform for involving the Panchayati Raj institutions and community in the management of primary health programmes and infrastructure.
- Provide an opportunity for promoting equity and social justice.
- Establish a mechanism to provide flexibility to the state and the community to promote local initiatives.
- Develop a framework for promoting inter-sectoral convergence for promotive and preventive health care.

#### **1.4 The Objectives of the Mission**

- Reduction in child and maternal mortality
- Universal access to public services for food and nutrition, sanitation and hygiene and universal access to public health care services with emphasis on service addressing women's and children's health and universal immunization
- Prevention and control communicable and non-communicable diseases, including locally endemic diseases.
- Access to integrated comprehensive primary health care
- Population stabilization, gender and demographic balance
- Revitalize local health traditions & mainstream AYUSH
- Promotion of healthy lifestyles.

#### **1.5 The core strategies of the Mission**

- Train and enhance capacity of Panchayat Raj Institutions (PRIs) to own, control and manage public health services.
- Promote access to improved health care at household level through the female health activist (ASHA).
- Health Plan for each village through Village health committee of the Panchayat.
- Strengthening sub- centre through better human resource development, clear quality standards, better community support and an untied fund to enable local planning and action and more Multi Purpose Workers (MPWs).
- Strengthening existing PHCs through better staffing and human resource development policy, clear quality standards, better community support and an untied fund to enable the local management committee to achieve these standards.
- Provision of 30-50 bedded CHC per lakh population for improved curative care to a normative standard. (IPHS defining personnel, equipment and management standards, its decentralized administration by a hospital management committee and the provision of adequate funds and powers to enable these committees to reach desired levels)
- Preparation and implementation of an inter sector District Health Plan prepared by the District Health Mission, including drinking water, sanitation, hygiene and nutrition.

- Integrating vertical Health and Family Welfare programmes at National, State, District and Block levels.
- Technical support to National, State and District Health Mission, for public health management.
- Strengthening capacities for data collection, assessment and review for evidence based planning, monitoring and supervision.
- Formulation of transparent policies for deployment and career development of human resource for health.
- Developing capacities for preventive health care at all levels for promoting healthy life style, reduction in consumption of tobacco and alcohol, etc.
- Promoting non profit sector particularly in underserved areas.

### **1.6 The supplementary strategies of the mission**

- Regulation for Private sector including the informal Rural Medical Practitioners (RMPs) to ensure availability of quality service to citizens at reasonable cost.
- Promotion of public private partnerships for achieving public health goals.
- Mainstreaming AYUSH – revitalizing local health traditions.
- Reorienting medical education to support rural health issues including regulation of medical care and medical ethics.
- Effective and visible risk pooling and social health insurance to provide health security to the poor by ensuring accessible, affordable, accountable and good quality hospital care.

### **1.7 Institutional Framework**

- State and District Mission have been set up in most States and UTs
- The Department of Health and Family Welfare have been merged at the level of the GoI and the same is being replicated in the States
- The institutional framework (Mission Steering Group, Empowered Programme Committee, Mission Directorate), at the Central and State Levels have been put in place.
- The Mission Document; Guidelines on Indian Public Health Standards; Guidelines for ASHA; Guidelines for State Health Mission, District Health Mission and merger of societies have been shared with the States.
- The MOU with the States clearly spell out the reform commitment of the states in terms of their enhanced public spending on health, full staffing of management structures, steps for decentralization and promotion of district level planning and implementation of various activities, achievements of milestones under the leadership of Panchayati Raj Institutions.

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\*\*\*\* Details of the National Rural Health Mission and its progress can be downloaded from the Ministry of Health and Family Welfare official website ([www.mohfw.nic.in](http://www.mohfw.nic.in)) for further reference.

## **Section-II: TERMS OF REFERENCE (TORs) FOR FIELD AND ZONAL AGENCIES**

The National Rural Health Mission has been launched to provide effective healthcare to rural population throughout the country with special focus on 18 states, which have weak public health indicators and / or weak infrastructure. The NRHM is committed to undertake architectural correction of the health system to enable it to effectively handle increased allocations and promote policies that strengthen public health management and service delivery in the country. The Ministry of Health and Family Welfare, Government of India, invites technical and financial proposals from eligible Agencies (hereinafter called as Field Agencies) who have adequate experience in conducting research studies covering large sample size to conduct the concurrent evaluation of the activities and programmes initiated under the National Rural Health Mission and make appropriate recommendations on following concerted action:

- Well functioning of health facilities
- Quality and accountability in delivery of health services;
- Taking care of needs of the poor and vulnerable sections of the society and their empowerment;
- Prepare for health transitions with appropriate health financing;
- Pro people public private partnership;
- Convergence for effectiveness and efficiency;
- Responsive health system meeting people need.

### **2.1 Purpose of Assignment**

The purpose of this assignment is to evaluate the impact of the NRHM interventions and make recommendations on following:

1. The institutional mechanism and monitoring systems that have been put in place.
2. Programme designs for consistency, feasibility, and effectiveness with respect to the goals of the NRHM.
3. Operationalisation of the programme elements of the NRHM, identifying managerial and design constraints.
4. Capacities available and adequacy building efforts.
5. Programme outcomes with the respect to the phase of the programme in each state.

### **2.2 Methodology for organising the evaluation study**

The Evaluation study will be undertaken by independent Agencies and Institutions who are interested and willing to participate in this initiative of MoHFW. These Agencies (hereinafter known as **Field Agencies**) will be required to visit the various States and Districts and undertake an evaluation study of the health sector.

The Field Agencies will be short listed by a Committee by examining the proposals submitted by these agencies on technical and financial parameters like their proven track record, past experience, technical competency, financial status, etc. For timely and smooth collection of data and organising the field work, a **Zonal Agency** will also be identified and short-listed to organise and monitor the progress of the evaluation study undertaken by the Field Agencies. The selection of the Zonal Agencies would be done through a separate evaluation process.

As the duration of the evaluation study is short, the Zonal Agency must have adequate skill sets in terms of manpower and expertise (permanent as well as temporarily hired) for conducting and coordinating data collection, data filtering, data analysis and monitoring the progress of data collection by the Field Agencies.

## **2.3 Scope of Work**

### **2.3.1 Functions of the Field Agency**

- 1) Formation of an interdisciplinary evaluation team with experts from the domains of public administration, institutional development and governance / decentralisation, institutional finance, statistics and demography, sociologist, community health/ community development; and public health.
- 2) Consultation with key stakeholders on what are their expectations of processes and outcomes.
- 3) Desk review of all relevant documents- monitoring reports, project documents, publications correspondence on programme, government orders and registers, etc.
- 4) Undertake evaluation work in the allotted districts/states as per the methods, sampling and other evaluation requirements.
- 5) Collection, collation and analysis of primary and secondary data using the recommended methodology and tools. Printing of survey schedules as necessary for data collection.
- 6) Study the institutional mechanism, processes and outcomes at the state level with the following objectives:
  - a. To assess the status on governance of mission with special reference to periodicity, nature and scope of deliberations in the meetings of Mission Steering Group (MSGs), State Health and District Health Societies, follow up actions initiated.
  - b. To generate analytical reports on the financial management processes/ practices in terms of budgeting, timely financial sanctions, tracking cost over-runs, expenditure statements and audits.
  - c. To generate information about the planning processes, level and quality of participation of different stakeholders, approval and systems capacity building in the planning.
  - d. To map the extent and nature of community led processes with special reference to participation of vulnerable groups of population.

- e. To study functioning of Rogi Kalyan Samitis (RKS), autonomy in decision-making, decision making processes and efficiency.
  - f. To assess effectiveness of State Health Resource Centres (SHRCs) at different levels of organization, work plan development, quality and timeliness of outputs and clients satisfaction.
  - g. Make recommendations on all the above.
- 7) Coordinate with Zonal Agency and prepare State Reports based on tabulation and chapterisation plan designed by MoHFW through National Agency.
- 8) Provide data as per prescribed format to the Zonal agency.

In addition to the functions mentioned in Para 2.3.1 of the TORs, the Field Agency will also undertake the following:

- (a) Share their work plan and time schedule with the Zonal Agency selected through the bidding process and coordinate activities with the Zonal Agency and the National Nodal Agency identified by the Ministry.
- (b) In the case of Madhya Pradesh and Uttar Pradesh, only the Agencies allotted the sub-states MP I and UP I will canvass the State Schedule.
- (c) Submit periodic reports to the Zonal Agency and the National Nodal Agency as will be specified by the latter.
- (d) Ensure that all data is collected, validated and tabulated as per the specified time schedule.
- (e) As the survey schedules would be translated in the local/regional language as necessary, the training of the Field Investigators is to be done in a local language that would facilitate canvassing the schedule in co-ordination with the Zonal and National Nodal Agency.
- (f) The Field Agency would facilitate supervision of their work by the Zonal Agency, National Nodal Agency and the MoHFW.
- (g) The Field Agency would not substitute the Districts identified for the State or Sub-State at Annexure A in the TORs without the prior approval of the MoHFW.
- (h) The Ministry has decided to take up a Supplementary Round for the States of Manipur, Meghalaya, Mizoram and Nagaland and the UT of Dadra and Nagar Haveli, where no responsive bids had been received. It has been decided that all the Districts are to be covered in one go during the current round itself. The Field Agencies so selected for the Supplementary Round will also be covered by these conditions.
- (i) Sign MOUs with the Zonal Agencies, National Nodal Agency and the MoHFW as necessary.

- (j) The Field Agency will ensure that their contact details (email, postal, Telefax, mobile) may be kept updated at all times and apprised to the Zonal Agency, National Nodal Agency and MoHFW. The Field Agency will further ensure that at least two email Ids are active and regularly checked as emails would be the prime means of communication.

### **2.3.2 Functions of the Zonal Agency**

In addition to those mentioned above, the Zonal Agency would be required to perform following functions:

- 1) Field test and finalise the study tools in consultation with the Ministry of Health and Family Welfare, Government of India.
- 2) Help the Field Agencies in data validation, compilation, report generation and analysis and prepare State reports by providing the basic framework, chapterisation plan and tables.
- 3) Coordinating with Field Agencies to organise field survey, training, data compilation and report writing.
- 4) Cross/back check the work done by the Field Agencies on random sampling basis.
- 5) Zonal agencies will also be responsible for recommending payments, at various stages, to the Field Agencies after ascertaining the quality of data, adherence to the proposed methodology by the Field agencies and timelines.

In addition to the functions mentioned in Para 2.3.2 of the TORs, the Zonal Agency will also undertake the following:

- (a) Share their work plan and time schedule for coordinating with all the Zonal with the National Nodal Agency identified by the Ministry.
- (b) Submit periodic reports to the National Nodal Agency as will be specified by the latter.
- (c) Ensure that all data is collected, validated and tabulated as per the specified time schedule.
- (k) The Zonal Agency will co-ordinate the training of the Field Investigators of the Field Agencies in their respective zones in a local/regional language that would facilitate canvassing the schedule. This will be done in close co-ordination with the National Nodal Agency.
- (d) The Zonal Agency would facilitate supervision of their work by the National Nodal Agency and the MoHFW.

- (e) The Zonal Agency entrusted with coordination of the North East States will also coordinate the work for the States/Districts in the Supplementary Round {para 2.1(g) above refers).
- (f) The Zonal Agency would ensure that the Evaluation Reports of the States are finalised at the earliest and preferably within 30 days of the receipt of the report from the Field Agencies.
- (g) Sign MOUs with the National Nodal Agency and the MoHFW as necessary.
- (h) The Zonal Agency will ensure that their contact details (email, postal, Telefax, mobile) may be kept updated at all times and apprised to the Field Agency, National Nodal Agency and MoHFW. The Zonal Agency will further ensure that at least two email Ids are active and regularly checked as emails would be the prime means of communication.

## 2.4 Eligibility

Only those agencies which have an accumulated turnover of Rs. 50 Lakhs or more in the last two financial years i.e. 2006-2007 and 2007-2008 would be eligible for the evaluation of technical proposal for a Field Agency. A copy of the balance sheet of the last two years should be attached with the Technical Proposal by the agency for corroboration. For the year 2007-08, the provisional Balance Sheet may be submitted.

A Zonal Agency must be eligible to be considered for a Field Agency and have carried out similar evaluation studies in 6 to 7 States in the last three years.

The Ministry reserves the right to relax this criteria in respect of government aided/funded Institutions/agencies.

## 2.5 Coverage

The proposed study will be carried out in the entire state. For the purpose of collecting data, collation and report presentation, the selected States have been divided into **Two Zones (Annex B)**.

For each zone, a Zonal Agency will be appointed for monitoring the quality assurance in data collection, timely completion of collection of data, collation, data entry and report writing for the specific zone.

The evaluation work in the Districts will be carried out as per the following design:

S. No	Facility	Total Numbers per district	Selection Criteria	Alternate criteria
1.	District Hospital	1	In States where the Male and Female DH are separate, they are to be treated as one entity	SDH or District HQ Hospital
2.	CHC	2	<ul style="list-style-type: none"> <li>One CHC to be the farthest from the district HQ</li> <li>If the first CHC selected is an FRU then the second CHC could be any CHC; <b>else</b> the second CHC should preferably be an FRU, if available</li> </ul>	In case no CHC is available, the largest Block/Addl PHC
3.	PHC	4	<ul style="list-style-type: none"> <li>2 PHCs for each CHC</li> <li>PHC to be vertically under selected CHC</li> <li>Preferably one 24x7, if available, else the farthest from the CHC</li> </ul>	
4.	SC	12	<ul style="list-style-type: none"> <li>3 SCs for each PHC</li> <li>Exclude SCs within CHC/PHC premises</li> <li>All to be vertically under selected PHC</li> <li>One SC to be farthest from PHC</li> </ul>	
5.	Household	1200	<ul style="list-style-type: none"> <li>2 villages to be selected from catchment area of SC. <ul style="list-style-type: none"> <li>One village to be where Sub-centre is located; and</li> <li>Second village that is farthest from the Sub-Centre</li> </ul> </li> <li>50 households per village to be <b>randomly selected</b> (total 100 households per SC) such that around 25% of vulnerable households are captured/covered</li> </ul>	

The Survey Tools (Interview Schedule) will be on the lines annexed in PART-B to the proposal.

## 2.6 Evaluation Study Period

Field Agencies are required to complete the fieldwork within **three months** after the issue of first instalment of fee and the Final report should be submitted to the Zonal Agencies within one month after that. Total duration of the study is four months. The Zonal Agency will submit the reports for the States/Districts within a month of that.

## 2.7 Deliverables

The Field Agencies will be required to deliver following:

1. Inception report: within 15 days after issue of first instalment.
2. Baseline report at the beginning of the study, primarily based on secondary data for the State/District(s) being surveyed/ evaluated.
3. A summary of interaction with various stakeholders like health officials, voluntary workers, Panchayats, beneficiaries etc.
4. Mid project progress report to be submitted.
5. Reports on documentation of experiences at the end of the study.
6. Digital photographs of facilities visited showing the compound, building condition, equipments, OT, etc.
7. Case Studies and Observation Reports.
8. Final Report along with suggestions and recommendations.
9. Presentations and participation in the discussions and meetings.
10. The scanned copies of the filled in Interview Schedules and the hard copies will be deposited with the Zonal Agency and shall remain to be the property of the Ministry of Health & Family Welfare.

In additional to the abovementioned deliverables, the Field agencies will be required to submit periodic progress and consolidated reports for the assigned districts and State/s to the Zonal Agency. The Zonal Agency will be responsible for translation of the schedules, as necessary, in the local language of the area in which they are undertaking the study.

## 2.8 Mode of Payment

The Fee for conducting the evaluation study to agencies will be paid in following manner:

<b>Instalment</b>	<b>Percentage</b>	<b>Milestone</b>
First Instalment	40 per cent of the total fee	On submission of the acceptance letter and signing the agreement
Second Instalment	30 per cent of the total fee	After completion field work and submission of final data to the Zonal Agency
Third Instalment	Remaining 30 per cent of the total fee	On acceptance of the Final Evaluation Reports and Recommendations

## Section III. GUIDELINES FOR SUBMITTING PROPOSAL

### 3.1 General Guidelines

Agencies are required to submit the proposal as per the guidelines and formats detailed out in the following paras:

1. All proposals must be submitted in the format given below (A. Technical Proposal and B. Financial Proposal), separately in sealed envelope, superscribed Technical/Financial (as applicable), along with the name of State applied for. The proposals must be submitted with all pages stapled in their numerical sequence. All blank spaces in the financial proposal must be filled in completely wherever indicated, either typed or written in ink.
2. All Agencies must comply with the Technical Specifications, General Conditions and other Formats/ requirements contained in the proposal
3. Any Agency applying for a Zonal Agency **cannot submit a proposal** for being a Field Agency in the same Zone. Agencies applying for both Zonal and Field Agencies shall be required to have separate and exclusive staff for both activities. Sharing of human resource for Zonal and Field Agencies will not be permitted.
4. Agencies applying for both Zonal and Field Agencies must submit the Technical and Financial proposal for Zonal Agency separately in the given format in sealed envelope mentioning 'Technical/Financial Bid For Zonal Agency' along with the name of Zone applied for
5. Each Field Agency can apply for **up to a maximum of three States and one union territory (UT)** to carry out the evaluation study.
6. Agencies should attach a self certified no-conviction certificate declaring that the agency has never been black listed or restricted to apply for any such activity by any government department or court of law anywhere in the country.
7. In case agencies would like to bid in a consortium, the combined entity would need to meet the criteria specified for a field agency. The consortium would need to specify which agency would be the lead agency or legal entity responsible for interacting with the Zonal agency or Ministry.
8. All Technical and Financial Proposal should reach the Ministry of Health and Family Welfare with 15 days of the receipt of this communication.

### 3.2 Technical Proposal

In preparing the Technical Proposal, Agencies are expected to examine the documents comprising this RFP in detail. It may be noted that a separate Technical and Financial Proposal is required for each state that the Agency is bidding for. The Technical Proposal shall include the following information:

- a) Letter of Transmittal (Format A), duly signed by authorised signatory
- b) Brief note on the understanding of the assignment (Not more than half a page of A4 size) in the Format marked as 'B'.
- c) Provide the names of the State(s) the Agency is proposing to take up for conducting the proposed Concurrent Evaluation in the Format marked as 'C'. Also provide the name of Zone if the agency is applying as Zonal Agency.

Applied as a Zonal Agency for the zones of: -----

Applied as a Field Agency for the states of: -----

- d) Outline of recent experience (past 5 years) and past performance of the Agency on works of a similar nature (surveys, detail project reports, case studies, research and evaluations and studies) details of current works in hand and other commitments (not more than 10) in the Format marked as 'D'. Agencies may note that if more than 10 studies are mentioned then only the first 10 shall be considered for scoring. The score shall also be based on parameters which include-
- e) Sample size in actual numbers (separate for facility and household surveys).
- f) Length of study in months.
- g) Sector of study such as health, sanitation, water supply etc. with brief title of study.
- h) District/ State of study.
- i) Facility and household surveys should be separately mentioned.
- j) Experience in major health surveys such as DLHS, NFHS etc and National health programs will get higher score.
- k) Agency shall provide brief detail of the human resource to be deployed for the proposed study. The following information may be provided:
  - 1. An outline of staff members' educational details along with experience and training most pertinent to tasks on assignment.
  - 2. Attach one-page curriculum vitae of the individual Key Staff members to be assigned to the work and of the Team Leader who would be responsible for

- accomplishing the task including supervision and monitoring. Care may be taken to demonstrate that each areas of expertise, required for the study, is covered by different key professionals.
3. The Key Staff members proposed for the study must have the following skill sets. Each state should have a separate team of key staff except for the Team Leader. The composition of the team (personnel) and task(s) of each team member in the Format marked as 'E':
    - Team Leader: Graduate/Post Graduate in Social Sciences with minimum 8 years of experience in research
    - Principal Investigator: Graduate/Post Graduate in Public Health/Management with minimum 5 years experience
    - Subject Expert in Institutional Development: Graduate/Post Graduate in Social Sciences/MBA/Public Health with relevant experience of 5 years.
    - Subject Expert in Public Administration: Graduate/Post Graduate in Social Sciences/Public Administration /MBA/Public Health with relevant experience of 5 years.

For facility survey, a paramedic must be involved for data collection.

4. Qualification and experience of key personnel proposed for this project shall be given in the Format marked as 'F'.
  - l) A description of the manner in which agency would plan to execute the work. It should include names of the State and districts Agency they wish to apply for, approach, methodology and detailed work plan, for carrying out the work in the Formats marked as 'G'. Scores in this section shall be awarded on inputs such as –
  - m) Quality of work plan including recruitment plan, logistic support, work schedule, monitoring plan, time line etc
  - n) Training plan
  - o) District wise plan of action
  - p) Specific role and responsibilities of key staff in plan of action

Any comments and suggestions on the TOR in the Format marked as 'H'

The Technical proposal shall be submitted in two sets indicating one set as 'ORIGINAL' and the other as "DUPLICATE".

### 3.3 Financial Proposal

1. The financial proposal should be detailed in the form of table indicating the overall chargeable unit rate and deployment of personnel and overall arrived cost for each personnel for each **state** separately (Formats 'J' & 'K'). It may kindly be noted that a separate financial proposal is required for each **state** that the Agency is bidding for.
2. The cost of transportation and per diem and local travel shall be charged under separate heads.
3. Taxes as applicable to be charged separately.

4. The Financial bid shall be submitted in the Proforma for Financial Proposal attached with the RFP separately along with the technical proposal. If applying for both Field and Zonal Agency, the financial bid for the Zonal Agency shall be submitted separately in the separate format 'Proforma for Financial Proposal for Zonal Agency' attached with the RFP, along with the technical proposal and financial proposal for Field Agency.
5. All Financial Bids need to be signed by the Authorised Representative of the Bidding Agency.

## Section IV: EVALUATION OF THE PROPOSAL

4.1 Technical Evaluation shall be carried out based on the following:

- (a) The experience of the Agency in the relevant area as described in the notice of RFP.
- (b) The qualification and experience of the personnel of the proposed team. The personnel should meet out the requirements as spelt out below:
  - i. Technical and Managerial Staff: Experts in Research, Public Health, Institutional Development, Finance and Public Administration.
  - ii. Key Personnel should be Post Graduate with more than five years experience.
  - iii. For the purpose of evaluation, the qualifying marks will be assigned only to the technical / managerial staff.
  - iv. The maximum number of Experts/Technical staff proposed for the project shall not be more than four in number for the consideration of evaluation.
  - v. Supporting staff.
- (c) Elements of comments on TOR

4.2 The points assigned to evaluation criteria are: A sample of draft score sheet may be attached without minor score distribution

	<b>Points</b>
(I) Relevant experience for the assignment	35
(II) The quality of methodology and work plan proposed	30
(III) The qualification and experience of the key personnel of the team proposed	25
(IV) Relevance of comments and suggestions on TOR	10
<b>Total</b>	<b>100</b>

### 4.3 Selection Process

A two-stage procedure shall be adopted in evaluating the proposals:

- (I) A technical evaluation, which shall be carried out prior to opening any financial proposal
- (II) The technical proposal should score at least 60 per cent points to be considered responsive for financial evaluation. A technical proposal failing to achieve 60% marks shall be rejected.
- (III) In the second stage, Financial proposals of those who have qualified for the Technical proposal would be evaluated. Financial proposals would be ranked on the basis of lowest rates quoted.
- (IV) Points obtained by the Agency for both Technical as well as Financial Proposal would be clubbed for the final selection on the QCBS criteria with 70% weight for Technical and 30% weight for Financials. Agencies securing highest points after adding the points earned for Technical as well as Financial proposals would be considered for the selection.

### 4.4 Award of Contract

The experience and reputation, quality and competence of the consulting agency will be considered as the paramount requirement. The evaluation criteria are as follow:

- Technical proposal scoring **less than 60%** of the total points will not be considered and their financial proposal will be returned unopened after completing the selection process. MOHFW will not notify the Agencies whose proposal did not meet the minimum requirement of qualifying marks and simultaneously notify the Agencies who have obtained the qualifying mark. (The notification will be sent by a registered post/ telex/ Fax/ email).
- Financial proposal of the successful Agencies will be evaluated on the basis of lowest rates quoted. Accordingly each agency will be awarded points. The final selection would be done on the basis of highest points earned by the Agency for both Technical as well as Financial proposals.
- The evaluation committee will determine whether the financial proposal/ information is complete in all respects and the decision of the evaluation committee shall be final.
- The proposal will be valid for 90 days from the date of submission; MOHFW will make its best effort to select the consultant firm with in this period.
- Please note that the cost of preparing the proposal and incidental expenses shall not be reimbursable as a cost of assignment.
- On completion of the process of selection, the agency selected shall be awarded the contract of consultancy by issuing the letter of award (LOA). The issue of LOA shall be the deemed date of commencement of the assignment and shall be completed as per the

period stipulated in the contract. Within 30 days of LOA, the consultancy/ firm should execute an agreement with the MOHFW.

- The successful firms/organisations cannot subcontract the assignment to other individual/ firms/ organisations.
- The fee will be subject to taxes, cesses, etc. as per the applicable Indian laws.
- The selected agency will be required to submit a Performance Security for a sum of 20% of the cost of the Project and valid for a period of 60 days beyond the date of completion of all contractual obligations of the project. This security may be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, or Bank Guarantee from a Commercial bank, etc in favour of the “Pay and Accounts Officer, Ministry of Health and Family Welfare”.
- The PAN Number of the Organisation is also to be sent.
- Please furnish the detailed address, telephone number, fax number and electronic mail address for proper and fast communications.
- Information/ clarification, if any required, may be obtained from Shri Pravin Srivastava, Director, Statistics, Ministry of Health and Family Welfare, Nirman Bhawan, New Delhi.

## **5. GENERAL INSTRUCTION AND TERMS AND CONDITIONS OF RFP**

1. The proposal along with all the correspondence and documents relating to the RFP exchanged by the Agency and MOHFW shall be written in English language.
2. Unless stated otherwise in the RFP documents, the contract shall be for whole work as described.
3. No proposal shall be accepted unless it is properly sealed. Agency shall not be allowed to fill in or seal their proposal at the MoHFW office. The documents should be sent by speed post / registered post /courier or hand delivered.
4. If the envelope is found to be open and not sealed and marked as instructed above, MoHFW will not be responsible for misplacement or premature opening of the proposal submitted. Any proposal opened prematurely due to this cause shall be rejected.
5. The applicant is advised to attach any additional information s/he thinks would be necessary in regard to establish his capabilities. No further information will be entertained after submission of application unless it is required by the MoHFW. The MoHFW, however, reserves the right to call for additional information and clarification of information submitted by the applicants.

6. Proposals must be received by MoHFW, at the address specified not later than the date and time specified in the Invitation of RFP. In case the specified date for the submission of proposal being declared holiday by the MoHFW, the same will be received on next working day with the same specified time. Proposals received after the due date and time specified will automatically be rejected.
7. MoHFW at their discretion, extend the deadline for submission of proposals by issuing an amendment.
8. Any efforts by an agency to influence the MoHFW personnel or representative on matters relating to proposals under study in the process of examination, clarification, evaluation and comparison of proposal and in decision concerning award of contract, shall result in the rejection of the Agency's proposal and also lead to blacklisting of the organisation and shall not be allowed to submit any document to the MoHFW.
9. Failing to execute the contract Agreement within the said period may result in termination of contract and award of the same to other agency/ agencies at the risk and cost of the Agency.
10. The person to sign the contract agreement shall be the person duly authorised.
11. The MoHFW may seek clarifications/ additional documents from the Agency and the Agency is bound to furnish the same within the prescribed time.
12. The cost incurred by applicants in preparing this application, in providing clarifications or attending discussions/conferences in connection with this document shall be borne by the applicant and the MoHFW in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
13. The cost incurred by the agencies in translation, field visits, printing of schedules, travelling expenses, incidentals etc. that are incurred during the evaluation exercise is to be bundled into the total cost and no additional expenditure will be paid to the agencies by the Ministry.
14. The data, schedule, photographs, reports and other material used by the agencies during the evaluation exercise shall remain the property of the Ministry. The Agencies will not be allowed to use this information in any forum, national or international, without the explicit permission given in writing by the Ministry.
15. The successful agencies shall be required to provide a Bank guarantee at the rate of 20% of the project cost at the time of signing the contract. In addition the Ministry may impose penal costs on the Zonal or Field Agencies in case of unsatisfactory performance at any stage of the evaluation exercise and initiate appropriate proceedings for recovery as per the GOI guidelines.
16. The right to reject any or all applications or to award the work to one or more applicants without assigning any reasons is reserved with the Ministry of Health and Family

Welfare, Government of India. Similarly, right to modify the mode of selection is reserved with the Ministry of Health and Family Welfare, Government of India.

17. The RFP shall not bind the Ministry of Health and Family Welfare, Government of India in any way whatsoever to offer any job to the applicant if it is decided to abandon the study.

18. Should any dispute arise, it may be referred to a sole arbitrator appointed on mutual consent.

19. All the data and literature collected will be the property of MOHFW.

20. The invitation to submit the proposal is given to:

To,

M/s.....  
.....  
.....

Yours Faithfully

Officer In charge, / Designated  
Ministry of Health & Family Welfare.  
Government of India,  
New Delhi.

**Annexure - A****Annex A: List of States in Round I**

States	Total No. of Districts as per RHS 2006	No. of Districts in Sample	Selected Districts in First Round May, 2008
A & N Islands	2	2	1. Andamans 2. Nicobars
Andhra Pradesh	23	6	3. Kurnool 4. Medak 5. Karimnagar 6. Krishna 7. Anantapur 8. East Godavari
Arunachal Pradesh	14	4	9. Tawang 10. East Kameng 11. Tirap 12. Lohit
Assam	23	5	13. N.C.HILLS 14. Goalpara 15. Lakhimpur 16. Nalbari 17. Dhubri
Bihar	38	10	18. Lakhisarai 19. Madhepura 20. Nawada 21. Khagaria 22. Jamui 23. Banka 24. Aurangabad 25. Purba Champaran 26. Siwan 27. Samastipur
Chandigarh	1	1	28. Chandigarh
Chhattisgarh	16	4	29. Kawardha 30. Dhamtari 31. Raigarh 32. Bastar
Dadra & Nagar Haveli	1	1	33. Dadra & Nagar Haveli
Daman & Diu	2	2	34. Daman 35. Diu
Delhi	9	2	36. South 37. North-West
Goa	2	2	38. North Goa 39. South Goa
Gujarat	25	7	40. The Dangs 41. Patan 42. Amreli 43. Kachchh 44. Mahesana

States	Total No. of Districts as per RHS 2006	No. of Districts in Sample	Selected Districts in First Round May, 2008
			45. Junagadh 46. Sabar Kantha
Haryana	20	5	47. Panchkula 48. Rewari 49. Rohtak 50. Kaithal 51. Hisar
Himachal Pradesh	12	3	52. Bilaspur 53. Chamba 54. Mandi
Jammu & Kashmir	14	3	55. Leh (Ladakh) 56. Badgam 57. Anantnag
Jharkhand	22	6	58. Koderma 59. Chatra 60. Jamtara 61. Godda 62. Hazaribagh 63. Dumka
Karnataka	27	7	64. Uttara Kannada 65. Raichur 66. Chamarajanagar 67. Bijapur 68. Davanagere 69. Mandya 70. Mysore
Kerala	14	4	71. Idukki 72. Alappuzha 73. Kollam 74. Malappuram
Lakshadweep	1	1	75. Lakshadweep
Madhya Pradesh (two Sub-Zones)	44	12	<b>MP-I</b> 76. Gwalior 77. Neemuch 78. Hoshangabad 79. Vidisha 80. Shajapur 81. Dewas  <b>MP-II</b> 82. Dindori 83. Mandla 84. Balaghat 85. Rewa 86. Betul 87. Shahdol
Maharashtra	34	8	88. Akola 89. Sindhudurg 90. Latur 91. Aurangabad 92. Raigarh

States	Total No. of Districts as per RHS 2006	No. of Districts in Sample	Selected Districts in First Round May, 2008
			93. Chandrapur 94. Satara 95. Thane
Manipur	9	2	96. Imphal East 97. Churachandpur
Meghalaya	7	2	98. East Garo Hills 99. West Garo Hills
Mizoram	9	2	100. Lawngtlai 101. Champhai
Nagaland	11	3	102. Longleng 103. Tuensang 104. Zunheboto
Orissa	30	9	105. Baudh 106. Sonapur 107. Dhenkanal 108. Kandhamal 109. Jagatsinghapur 110. Kalahandi 111. Puri 112. Jajapur 113. Sundargarh
Pondicherry	4	4	114. Yanam 115. Mahe 116. Karaikal 117. Pondicherry
Punjab	17	5	118. Faridkot 119. Mansa 120. Jalandhar 121. Hoshiarpur 122. Sangrur
Rajasthan	32	8	123. Sirohi 124. Baran 125. Bikaner 126. Dungarpur 127. Jalor 128. Banswara 129. Bhilwara 130. Nagaur
Sikkim	4	4	131. North Sikkim 132. East Sikkim 133. West Sikkim 134. South Sikkim
Tamil Nadu	30	8	135. Chennai 136. Karur 137. Toothukudi 138. Virudhunagar 139. Sivaganga 140. Cuddalore 141. Tirunelveli 142. Viluppuram
Tripura	4	4	143. North District – Tripura

States	Total No. of Districts as per RHS 2006	No. of Districts in Sample	Selected Districts in First Round May, 2008
			144. South District – Tripura 145. West District – Tripura 146. Dhalai
Uttar Pradesh (Two Sub-zones)	70	17	<b>UP - I</b> 147. Mahoba 148. Chitrakoot 149. Sonbhadra 150. Balrampur 151. Faizabad 152. Varanasi 153. Gonda 154. Kanpur Nagar 155. Ballia  <b>UP-II</b> 156. Saharanpur 157. Bijnor 158. Bulandshahar 159. Muzzafarnagar 160. Sitapur 161. Kannauj 162. Rampur 163. Mainpuri
Uttarakhand	13	3	164. Rudraprayag 165. Tehri Garhwal 166. Almora
West Bengal	19	5	167. Uttar Dinajpur 168. Koch Bihar 169. Nadia 170. Hugli 171. Medinipur(W)
<b>Total</b>	603	171	

### Supplementary Round

States	Total No. of Districts as per RHS 2007	Districts in Round I – Supplementary Round
Manipur	9	All
Meghalaya	7	All
Mizoram	8	All
Nagaland	11	All
UT of Dadra and Nagar Haveli	1	All
<b>Total</b>	<b>36</b>	

**Annex B: List of Zones for Selected States in Round I  
Supplementary Round**

<b>Zone</b>	<b>States</b>	<b>No. of Districts</b>
<b>Central (30)</b>	Bihar	10
	Chhattisgarh	4
	Dadra & Nagar Haveli	1
	Jharkhand	6
	Orissa	9
<b>North (39)</b>	Uttar Pradesh	17
	Chandigarh	1
	Delhi	2
	Haryana	5
	Himachal Pradesh	3
	Jammu & Kashmir	3
	Punjab	5
	Uttarakhand	3
<b>North East (31)</b>	West Bengal	5
	Arunachal Pradesh	4
	Assam	5
	Manipur	9
	Meghalaya	7
	Mizoram	8
	Nagaland	11
	Sikkim	4
	Tripura	4
<b>South (32)</b>	A & N Islands	2
	Andhra Pradesh	6
	Karnataka	7
	Kerala	4
	Lakshadweep	1
	Pondicherry	4
	Tamil Nadu	8
<b>West (39)</b>	Madhya Pradesh	12
	Daman & Diu	2
	Goa	2
	Gujarat	7
	Maharashtra	8
	Rajasthan	8



# **Formats to be used for submitting the proposals**



## FORMATS FOR TECHNICAL PROPOSAL

### Format A

#### **Format A: Letter of Transmittal**

The Director (Statistics),  
Ministry of Health and Family Welfare,  
Government of India,  
518-A, Nirman Bhawan,  
New Delhi - 110108

Dear Sir,

#### **Sub: Submission of Proposal for Concurrent of Evaluation of NRHM Round I – Supplementary Round**

We have examined the information provided in your “Request for Proposal” and we offer to undertake the evaluation work described in accordance with requirements as set out in the attached document and as expressly qualified A and B to this Request for Proposal.

We accept that any contract that may result will be based upon these documents and the contract documents included in the “Request for Proposal” and be placed by the MOHFW.

The prices quoted in Section B of this proposal are valid until ..... and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

Prices have been arrived at independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that MOHFW is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

I confirm that I have authority of .....(Name of the agency) to submit proposal and to negotiate on its behalf.

Yours faithfully,

**Format B: Brief Understanding of the Assignment**

**FORMAT 'B'**

**FORMAT 'C'**

**Format C: List of States / Union Territory Proposed by the Agency**

**Concurrent Evaluation Round I - Supplementary Round**

**(NB: KINDLY REFER TO ANNEX A & B)**

<b>S. No.</b>	<b>Name of the State</b>

**FORMAT 'D'****Format D: Outline of Relevant Experience and Ongoing Works****Kindly cite from work/activities during last 5 years**

<b>S. No</b>	<b>Type of activity: Evaluation / Research Study</b>	<b>Sector/Sub-Sector</b>	<b>Name of the Funding Source</b>	<b>Duration (In Months)</b>	<b>Sample size</b>	<b>State/s covered</b>	<b>Districts covered</b>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**Format E: Team Composition and Responsibilities**

<b>1. Key Personnel</b>			
<b>Name</b>	<b>Position</b>	<b>Educational Qualifications</b>	<b>Key Responsibilities</b>

<b>2. Support Personnel</b>			
<b>Name</b>	<b>Position</b>	<b>Educational Qualifications</b>	<b>Key Responsibilities</b>

**FORMAT 'F'**

**Format F: Professional Experience of the Key Personnel and Support Staff**

<b>S. No</b>	<b>Name</b>	<b>Area of key expertise</b>	<b>Highest academic / professional qualification in the area of key expertise</b>	<b>Length of experience (years) in the area of key expertise</b>	<b>No of man-months deployed for this study</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					

**Note:**

\*Attach one-page CV of each key personnel in the standard format (Name of the Personnel, Education, Key Qualification and Key Experience).

\*\*Care shall be taken to demonstrate that most relevant qualification and experience is given in the above table.

**Format G: Approach and Methodology and Detailed Work Plan**

**a. Approach and Methodology – including plan of action, recruitment plan, monitoring plan, timeline etc.**

**b. Work Plan - including training plan, district wise plan of action, logistic support etc.**

*\* Please attach a separate sheet for work plan if space is not enough*

**Format H: Comments and Suggestions on the TOR**

**FORMAT 'H'**

**Format I:                    Format of Memorandum of Agreement**

**Format 'I'**

**(Not to be attached to either Technical Proposal or Financial Proposal)**

For the Memorandum of Agreement, kindly refer to Part 'C' of the TORs which is to submitted on a Non Judicial Stamp Paper of Rs 100/- for the agencies that are selected.

**Format 'J'****Format J: Proforma for Financial Proposal for Field Agency**

The Total Cost for the State (for all sampled districts) is to be given in the summary table below. In addition the District wise break-up of these components may be given in a separate sheet.

**Name of Agency:** \_\_\_\_\_

**Name of State:** \_\_\_\_\_

<b>Sl. No.</b>	<b>Head</b>	<b>Total Cost for Project (in Rs.)</b>
1	Salary of key professionals	
2	Salary of field staff and support staff	
3	Travel for key person	
4	Travel for Field & Secretariat staff	
5	Contingent expenses	
6	Office expenses*	
7	Total (1+2+3+4+5+6)	
8	Institutional Overheads if any, and basis of charge	
9	Other Taxes including Service Tax, if any to be charged	
10	Grand Total (7+8+9)	

\* Office expenses include cost of computer timings, production of reports, communication, etc

Date: \_\_\_\_\_ Authorized Signatory \_\_\_\_\_

Place: \_\_\_\_\_ Name: \_\_\_\_\_

Seal of the Organization: \_\_\_\_\_ Designation: \_\_\_\_\_

**Format 'K'**

**Format K: Proforma for Financial Proposal for Zonal Agency**

**Not applicable for Supplementary Round of Round I.**

(To be submitted separately in a sealed envelope superscripting "Financial Proposal for Zonal Agency" with the Technical Proposal)

Name of the Zone applied for: .....

<b>Sl. No.</b>	<b>Head</b>	<b>Total Cost (Rs.) for Project</b>
1	Salary of key professionals	
2	Salary of field staff and support staff	
3	Travel for key person	
4	Travel for Field & Secretariat staff	
5	Contingent expenses	
6	Office expenses*	
7	Total (1+2+3+4+5+6)	
8	Institutional Overheads if any, and basis of charge	
9	Other Taxes including Service Tax, if any to be charged	
10	Grand Total (7+8+9)	

\* Office expenses include cost of computer timings, production of reports, communication, etc

Date:

Authorized Signatory \_\_\_\_\_

Place:

Name:

Seal of the Organization:

Designation:

**Format 'L'**

**Format L: No-Conviction Certificate**

(On the Letterhead of the organization)

**No-Conviction Certificate**

This is to certify that ----- (Name of the organization), having registered office at ----- (Address of the registered office) has neither been black-listed nor issued a warning for its performance for any work undertaken by them for a Central or State Government, PSU or any other Governmental agency.

Signature:

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

**Format ‘M’**

**Format M: Format for Performance Security**

*{To be executed on a Non-Judicial Stamp Paper of Rs 100/-}*

To:

Ministry of Health & Family Welfare  
Statistics Division  
Government of India,  
Nirman Bhawan, Maulana Azad Road  
New Delhi-110108

WHEREAS M/s -----(*Name*)----- (hereinafter called “the tenderer”) -----(*Address*)-----

----- has undertaken, consultancy Contract No. ----- (*Reference No*)----- to render services as a “**Field {or Zonal} Agency for Concurrent Evaluation of the NRHM**” hereinafter called “the contract”.

AND WHEREAS it has been stipulated by you in the said contract that the tenderer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the tenderers performance obligations in accordance with the contract.

AND WHEREAS WE -----(*Bank name and address*) -----have agreed To give the tenderer a guarantee:

THEREFORE WE -----(*Bank name and address*) -----hereby affirm That we are Guarantors and responsible to you, on behalf of the tenderer, up to a Total of Rs. ----- (Rupees ----- only), being 20% of the project cost.

and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. ----- as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the -----.

Notwithstanding anything contained herein,

- a) Our liability under this bank Guarantee shall not exceed Rs. -----  
------(Rupees Twenty ----- only)
- b) This Bank Guarantee shall be valid up to -----.
- c) We are liable to pay the Guaranteed amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or Demand on or before -----.

Date :

Place :

(Signature of the duly authorized representative of the **Nationalised Bank**)

\*\*\*\*\*

**PART B: Memorandum of Agreement**

**TO BE PRINTED ON A NON JUDICIAL STAMP PAPER FOR RS 100 and Duly  
Authenticated by the Authorised Representative of the Consulting Agency**

**MEMORANDUM OF AGREEMENT  
FOR CONSULTANCY SERVICES**

**Part 1 - FORM OF CONTRACT**

**CONTRACT FOR:** Outsourcing of Consulting Agencies for Concurrent Evaluation  
under NRHM (Round I)

**CONTRACT NUMBER:** NRHM/CE/R-I/2008/ <<Unique ID>>

**THIS CONTRACT is made**

**BETWEEN:** The Secretary (HFW), Ministry of Health and Family Welfare, Nirman Bhawan,  
Maulana Azad Road, New Delhi, INDIA, hereafter to be referred to as "MoHFW"

**AND:** <<AGENCY NAME>>  
(Together "the Parties").

**WHEREAS:**

**A.** MoHFW requires the Consulting Agencies to provide the services as defined in Part 3;

and

**B.** the Consulting Agencies has agreed to provide the Services on the terms and conditions set out in  
this Contract.

**IT IS HEREBY AGREED** as follows:

**1. Documents**

This Contract comprises of the following documents:

Part 1	Form of Contract
Part 2	General Terms & Conditions
Part 3	Terms of Reference including Schedule (Version 2)

Part 4	Special Conditions
Part 5	Payment Schedule
Part 6	Technical and Financial Bids submitted by the Consulting Agency

This Contract constitutes the entire agreement between the Parties in respect of the Consulting Agencies obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Part 3 and/or Part 4.

## 2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Part 4) duly completed, signed by the Authorised Representative of the Consulting Agency and dated on behalf of the Consulting Agencies within **15** days of the receipt of this agreement, MOHFW will be entitled, at its sole discretion, to declare this Contract null and void.

**No payment will be made to the Consulting Agencies under this Contract until a copy of the Form of Contract, signed by the Duly Authorised Representative on behalf of the Consulting Agencies, is returned to the Contract Officer within 15 days of the date of receipt of this Contract.**

## 3. Commencement and Duration of the Services

The Consulting Agencies shall start the Services on **15 October, 2008** ("the Start Date") and shall complete them by **28 February, 2009** ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

## 4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **Rs. <<AMOUNT>> Only** inclusive of Government Taxes ("the Financial Limit") as applicable.

## 5. Time Period

Time shall be of the essence as regards the performance by the Consulting Agencies of its obligations under this Contract.

Dated: 26 September, 2008

For and on behalf of

Name:

The Ministry of Health and  
Family Welfare

Position:

Signature:

For and on behalf of  
<<AGENCY NAME>>

Name: <<AGENCY REPRESENTATIVE>>

Position: Director

Signature:

## Part 2 - GENERAL TERMS & CONDITIONS

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## DEFINITIONS AND INTERPRETATION

### 1. Definitions

#### 1.1 *General:*

"the Consulting Agencies" means the person(s), partnership(s) or company(ies) with whom this Contract is placed.

"the Consulting Agency's Personnel" means any person instructed pursuant to this Contract to undertake any of the Consulting Agency's obligations under this Contract, including the Consulting Agency's employees and agents.

"the Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Consulting Agencies is expected to provide, and are not being financed or provided by MOHFW for use by the Consulting Agencies.

"the Financial Limit" means the amount specified in Part 1 and is the maximum amount payable by MOHFW to the Consulting Agencies under this Contract .

"the Services" means the services set out in the Terms of Reference (Part 3).

"the Project Officer" means the person named in Part 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.

"the Contract Officer" means the person named in Part 4 who is responsible for all contractual aspects of the Contract.

"the Administration Officer" means the person named in Part 4 to whom invoices should be sent.

"the Records" means accounts, files and any other means of record keeping relating to the Concurrent Evaluation Exercise maintained by the Consulting Agencies

#### 1.2 Type of Agencies: The following is the definition of various types of agencies that will be involved in the Concurrent Evaluation of NRHM.

**Agency:** Any organisation that has or is participating in the concurrent evaluation exercise through the bidding process. Thus the organisation may be governmental, non-governmental, society, body corporate or non-profit institution and is the "Consulting Agency" as defined under Clause 1.1 above.

**Field Agency:** Any Agency that has been selected for undertaking the field work for the

concurrent evaluation exercise in any of the State, UT or part thereof.

**Zonal Agency:** Any Agency that is eligible to be a Field Agency and has been selected for undertaking the work of a Zonal Agency for monitoring the Field Agencies across a number of States/UTs defined to be in that Zone as per the TORs.

**National Nodal Agency:** Any Agency that has been selected for undertaking the work of monitoring the work of the Zonal and Field Agencies as laid out in the instant TORs.

**IIPS:** International Institute of Population Sciences, Mumbai

**MoHFW:** Ministry of Health & Family Welfare, Government of India, New Delhi

## **2. Interpretation**

- 2.1 In the event of any inconsistency between the Form of Contract (Part 1), these General Conditions (Part 2) and the Special Conditions (Part 4), the Special Conditions shall prevail.
- 2.2 Except as expressly provided in Clause 16, the Consulting Agencies is not the agent of MOHFW and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of MOHFW in any respect.
- 2.3 Nothing in this Contract is intended to make nor shall it make MOHFW the employer of the Consulting Agencies or any of the Consulting Agency's Personnel.
- 2.4 All communications by the Consulting Agencies relating to notifications or applications for consents or instructions must be addressed to the MOHFW Contract Officer whose name and address are given in Part 4.

## **OBLIGATIONS OF THE CONSULTING AGENCIES**

### **3. Obligations**

- 3.1 The Consulting Agencies shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.
- 3.2 If the Consulting Agencies is a joint venture then each of the joint venture parties shall have joint and several liabilities in respect of the Consulting Agency's obligations under this Contract.

### **4. Personnel**

- 4.1 All members of the Consulting Agency's Personnel shall be appropriately qualified, experienced and in a suitable physical condition as specified in the Technical Proposal so as to ensure that the Consulting Agencies complies with all the Consulting Agency's obligations under this Contract.
- 4.2 Further these key resource persons mentioned in Part 4 would not be changed during the duration of the study except in case of extraordinary circumstances. In case any change is made, it would be with the prior consent of the Ministry and Zonal Agency; the qualifications and experience of the substituted key resource person would not be less than that mentioned in the proposal.
- 4.3 If MOHFW considers any member of the Consulting Agency's Personnel unsuitable, the Consulting Agencies shall substitute such member as quickly as reasonably possible without direct or indirect charge to MOHFW with a replacement acceptable to MOHFW.
- 4.4 The Consulting Agencies is responsible for all acts and omissions of the Consulting Agency's Personnel and for the health, safety and security of such persons and their property.

## **5. Sub Contractors**

- 5.1 The Consulting Agencies shall not sub-contract any of its obligations under this Contract without the prior written consent of MOHFW.
- 5.2 If, having obtained MOHFW's consent, the Consulting Agencies sub-contracts any of its obligations, the Consulting Agency shall: -
- (a) provide that payments due to the sub-contractor shall be made not more than 30 days after provision to the Consulting Agencies of a valid invoice; and
  - (b) include rights for the Consulting Agencies and obligations on the sub-contractor to ensure that MOHFW's rights to require replacement of personnel (as set out in Clause 4.2 and 4.3) and MOHFW's rights and the Consulting Agency's obligations as set out in Clauses 6 to 11 (inclusive) can be enforced against the sub-contractor.

## **6. Disclosure of Information**

- 6.1 The Consulting Agency and the Consulting Agency's Personnel shall not, without the prior written consent of MOHFW, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this contract without the prior written consent of MOHFW.

- 6.2 The Consulting Agency and the Consulting Agency's Personnel shall not disclose any information, technical data or know-how by any method to persons not associated with MoHFW, which is of a confidential nature during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, any materials that the Consulting Agency and the Consulting Agency's Personnel may have collected on behalf of MoHFW, including those items addressed to National Nodal Agency for the purpose of carrying out business/activities for MoHFW, shall remain the property of MoHFW.
- 6.3 Any tape recordings, speeches, photographs, manuals, plans, model program designs, proposals, research materials, charts, audio-visual presentation and other training material or devices, articles or manuscripts, or public relations materials or any other products requested by MoHFW as part of the Consulting Agency activities will remain, in their entirety, as the exclusive property of MoHFW. Furthermore, MoHFW will have exclusive copyrights to any material produced for MoHFW during the contract and all intellectual property rights of products; raw material etc therein shall vest with MoHFW.
- 6.4 The Consulting Agency is required to execute a complete contingency plan in case of natural disaster like flood, fire, earthquake or other natural calamities.

## **7. Intellectual Property Rights**

- 7.1 All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Consulting Agencies or the Consulting Agency's Personnel pursuant to the performance of the Services ("the Material") shall be the property of the MoHFW.
- 7.2 The Consulting Agencies hereby grants to MOHFW a world-wide, non-exclusive, irrevocable, royalty free licence to use all the Material.
- 7.3 For the purpose of Clause 7.2, "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

## **8. Legal Acts**

- 8.1 The Consulting Agencies shall ensure that all members of the Consulting Agency's Personnel are aware of the relevant Laws and Acts that are applicable during the execution of this project.

## **9. Access and Audit**

- 9.1 The Consulting Agencies shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon

which invoices have been calculated and the Consulting Agencies shall keep the Records throughout the duration of this Contract and for two years following its termination.

- 9.2 The Consulting Agencies shall upon request provide MOHFW or its representatives, provide unrestricted access to the Records in order that the Records may be inspected and copied. The Consulting Agencies shall co-operate fully in providing to MOHFW or its representative's answers to such enquiries as may be made about the Records.
- 9.3 Where it is found by MOHFW that any overpayment has been made to the Consulting Agencies, the Consulting Agencies shall reimburse MOHFW such amount within 28 days of the date of MOHFW's written demand.

## **10. Corruption, Commissions, Discounts and Fraud**

- 10.1 The Consulting Agencies warrants and represents to MOHFW that neither the Consulting Agencies nor any of the Consulting Agency's Personnel:
- (a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
  - (b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Consulting Agencies or Consulting Agency's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to MOHFW, whose written consent was subsequently given to such payment.
- 10.2 Neither the Consulting Agencies nor any of the Consulting Agency's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.
- 10.3 The Consulting Agencies undertakes that neither the Consulting Agencies nor the Consulting Agency's Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the Consulting Agencies of its obligations under the Contract and shall immediately notify MOHFW of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

## **11. Conflict of Interest**

11.1 Neither the Consulting Agencies nor any of the Consulting Agency's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

11.2 The Consulting Agencies and the Consulting Agency's Personnel shall notify MOHFW immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

## **12. Discrimination**

12.1 The Consulting Agencies shall not unlawfully discriminate on the basis of Gender, Caste, Religion, Disability or as prohibited by the laws of the place of the performance of any of the Services.

12.2 The Consulting Agencies shall take all reasonable steps to secure that the Consulting Agency's Personnel do not unlawfully discriminate as set out in Clause 12.1.

## **13. Environmental Requirements**

13.1 The Consulting Agencies shall take all reasonable steps to protect the environment in relation to the performance of the Services and shall comply with all applicable environmental laws, regulations and MOHFW practice.

## **14. Occupational Hazards**

14.1 The Consulting Agencies shall be directly responsible for all occupational hazards (including physical disability, medical liability, death etc.) of its personnel while executing the Concurrent Evaluation exercise and shall not place any liability on MoHFW. The Consulting Agency may like to take adequate steps for providing appropriate insurance cover to the Consulting Agency's Personnel to cater for such eventualities or incidence. The MoHFW will not be liable for any payment/compensation to be made to the victim in such unfortunate cases.

14.2 The Consulting Agencies may maintain appropriate records of such insurance having been taken out, maintained and current premiums paid as applicable.

## **15. Indemnity**

15.1 Except where arising from the negligence of MOHFW or MOHFW's employees, the Consulting Agencies shall indemnify MOHFW in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or

statutory duty, or tortious acts or omissions by the Consulting Agencies or the Consulting Agency's Personnel or any claims made against MOHFW by third parties in respect thereof.

## **EQUIPMENT**

### **16 EQUIPMENT AND ITS USE**

- 16.1 All Equipment procured and maintained by the Consulting Agency for the execution of the Concurrent Evaluation exercise will be responsibility of the Agency and MoHFW will not be liable for any damage, loss, accident etc. arising out of the use of these equipments.

## **PRICE AND PAYMENT**

### **17. Applicable Provisions and Financial Limit**

- 17.1 Unless different provisions are substituted in Part 4, Clauses 17 to 22 inclusive shall apply in relation to price and payment.
- 17.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, Part 5. No expenditure may be incurred in excess of the Financial Limit and no reimbursements between components shown in the schedule of prices in Part 5 are permitted without the prior written authority of the Contract Officer.

### **18. Fees**

- 18.1 Any fees payable are deemed to cover the cost of salary, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing and vaccinations, overheads and any other expenses of whatsoever nature that may be incurred.

### **19. Expenses**

- 19.1 Whenever travel and living expenses for Consulting Agency's personnel are incurred, they will be paid at a rate consistent with the prevalent labour laws.

### **20. Invoicing Instructions**

- 20.1 Unless otherwise expressly provided in Part 4 or Part 5, invoices should be submitted in accordance with the remainder of clause 20.

- 20.2 MoHFW shall unless otherwise expressly provided in Part 4 make payments due by Cheque. All invoices must contain details of the Indian bank account to which payments are to be made.
- 20.3 Invoices should include a form of letterhead, the contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked "For the attention of the "Administration Officer" named in Part 4. Each invoice should state the period the services were provided using "from" and "to" dates. The final invoice presented in connection with this Contract should be endorsed "Final Invoice".
- 20.4 As this Contract is on a milestone payment basis, all invoices should contain details of expenditure in accordance with Part 5 of this Contract.
- 20.5 MoHFW may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- 20.6 Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. MoHFW reserves the right not to pay any amount due in respect of an invoice received by MoHFW more than 90 days after the day of the Consulting Agencies becoming entitled to invoice for the payment to which it relates.

## **21. Payments**

- 21.1 Subject to MoHFW being satisfied that the Consulting Agencies is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall normally be paid within 30 days of receipt of a valid invoice. All payments will be made in Indian Rupees.
- 21.2 If for any reason MoHFW is dissatisfied with performance of this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event MOHFW shall identify the particular services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- 21.3 Should MoHFW determine after paying for a particular service that the service has not been completed satisfactorily, MoHFW may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

## **FORCE MAJEURE AND TERMINATION**

## **22. Force Majeure**

- 22.1 Where the performance by the Consulting Agencies of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Consulting Agencies and against which an experienced Consulting Agencies could not reasonably have been expected to take precautions, the Consulting Agencies shall promptly notify MoHFW in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.
- 22.2 From the date of receipt of notice given in accordance with Clause 22.1, MoHFW may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forthwith.
- 22.3 If by the end of the Suspension Period the parties have not agreed on a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

## **23. Suspension or Termination without Default of the Consulting Agencies**

- 23.1 MOHFW may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Consulting Agencies and giving the reason(s) for such suspension or termination.
- 23.2 Where this Contract has been suspended or terminated pursuant to Clause 23.1, the Consulting Agencies shall:
- (a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
  - (b) provide to MOHFW, not more than 60 days after MOHFW notifies the Consulting Agencies of the suspension or termination of this Contract an account in writing, stating:
    - (i) any costs, if any, due before the date of suspension or termination;
    - (ii) any costs to be expended after the date of suspension or termination which the Consulting Agencies necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 23.3 Subject to MOHFW's approval MOHFW shall pay such amount to the Consulting Agencies normally within 30 days after receipt from the Consulting Agencies of an Invoice in respect of the amount due.

## **24. Suspension or Termination with Default of the Consulting Agencies**

- 24.1 MOHFW may notify the Consulting Agencies of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of MOHFW, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Consulting Agencies to remedy that dissatisfaction and the time within which it must be completed.
- 24.2 Where this Contract is suspended under Clause 24.1 and the Consulting Agencies subsequently fails to remedy the dissatisfaction MOHFW may terminate this Contract forthwith.
- 24.3 MOHFW may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:
- (a) the Consulting Agencies or any member of the Consulting Agency's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
  - (b) the Consulting Agencies or any member of the Consulting Agency's Personnel has committed an offence under any of the prevailing laws applicable to the project; or
  - (c) the Consulting Agencies is an individual or a partnership and at any time:
    - (i) becomes bankrupt; or
    - (ii) is the subject of a receiving order or administration order; or
    - (iii) makes any composition or arrangement with or for the benefit of the Consulting Agency's creditors; or
    - (iv) makes any conveyance or assignment for the benefit of the Consulting Agency's creditors; or
  - (d) the Consulting Agencies is a company and:
    - (i) an order is made or a resolution is passed for the winding up of the Consulting Agencies; or
    - (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Consulting Agencies.
  - (e) the Consulting Agencies is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the Consulting Agencies at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to

secure that the affairs of the Consulting Agencies are conducted in accordance with the wishes of that person.

24.4 Where this Contract is terminated in accordance with this Clause, the Consulting Agencies shall without prejudice to MOHFW's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

24.5 Where this Contract is terminated pursuant to Clause 24.3(b) the Consulting Agencies shall pay MOHFW within 10 days of notification such amount as MOHFW shall have determined as the amount of any loss to MOHFW resulting from such termination together with the amount or value of any gift, consideration or commission concerned.

## **GENERAL PROVISIONS**

### **25. Variations**

25.1 No variation in the terms or scope of this Contract shall be effective without MOHFW's prior written consent and recorded in writing [in the form of a letter entitled "Contract Amendment No. \_\_\_ "]. MOHFW shall have no liability in respect of work performed outside the Services set out in Part 3.

### **26. Assignment**

26.1 The Consulting Agencies shall not, without the prior written consent of MOHFW, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Consulting Agencies, any of its rights or obligations under this Contract or any part, share or interest therein.

### **27. Limit of Liability**

27.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Consulting Agencies or the Consulting Agencies' Personnel the Consulting Agencies' liability under this Contract shall be limited to the amount of the Financial Limit.

### **28. Retention of Rights**

28.1 Clauses 6, 7, 8, 9, 15, 29 and 30 of this Part 2 and any relevant clauses listed under Part 4 shall continue in force following the termination of this Contract.

**29. Law and legal jurisdiction**

29.1 This Contract shall be governed by the laws of India and any dispute will be settled in the courts of the NCT Delhi.

**30. Amicable Settlement**

30.1 The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Contract. If the matter is not resolved by negotiation the parties will refer the dispute to the Courts. If the parties fail to agree on the terms of settlement within 90 days of the initiation of the procedure the dispute may be referred to an arbitrator as agreed between the parties.

30.2 The decision of the arbitrator shall be final and binding on both parties.

30.3 The seat and place of arbitration shall be Delhi.

## **Part 3**

### **TERMS OF REFERENCE**

#### **Concurrent Evaluation of NRHM {Extracted from the TORs Version 2.0}**

##### **General**

1. For the purposes of Part 3 of this Contract, it may be noted that the Terms of Reference (TORs) for the Concurrent Evaluation of NRHM (Version 2.0) including the Schedules, is not being reproduced here for brevity, but is to be read as an intrinsic part of this Contract, unless otherwise specified in the following paragraphs or as part of the Contract Amendments as specified under Clause 25 of Part 2.

##### **Scope of Work**

2. Functions of the Field Agency

2.1 In addition to the functions mentioned in Para 2.3.1 of the TORs, the Field Agency will also undertake the following:

- (l) Share their work plan and time schedule with the Zonal Agency selected through the bidding process and coordinate activities with the Zonal Agency and the National Nodal Agency identified by the Ministry.
- (m) In the case of Madhya Pradesh and Uttar Pradesh, only the Agencies allotted the sub-states MP I and UP I will canvass the State Schedule.
- (n) Submit periodic reports to the Zonal Agency and the National Nodal Agency as will be specified by the latter.
- (o) Ensure that all data is collected, validated and tabulated as per the specified time schedule.
- (p) As the survey schedules would be translated in the local/regional language as necessary, the training of the Field Investigators is to be done in a local language that would facilitate canvassing the schedule in co-ordination with the Zonal and National Nodal Agency.
- (q) The Field Agency would facilitate supervision of their work by the Zonal Agency, National Nodal Agency and the MoHFW.
- (r) The Field Agency would not substitute the Districts identified for the State or Sub-State at Annexure A in the TORs without the prior approval of the MoHFW.
- (s) The Ministry has decided to take up a Supplementary Round for the States of Manipur, Meghalaya, Mizoram and Nagaland and the UT of Dadra and Nagar Haveli, where no responsive bids had been received. It has been decided that all the Districts are to be

covered in one go during the current round itself. The Field Agencies so selected for the Supplementary Round will also be covered by these conditions.

- (t) Sign MOUs with the Zonal Agencies, National Nodal Agency and the MoHFW as necessary.
- (u) The Field Agency will ensure that their contact details (email, postal, Telefax, mobile) may be kept updated at all times and apprised to the Zonal Agency, National Nodal Agency and MoHFW. The Field Agency will further ensure that at least two email Ids are active and regularly checked as emails would be the prime means of communication.

### 3. Functions of the Zonal Agency

3.1 In addition to the functions mentioned in Para 2.3.2 of the TORs, the Zonal Agency will also undertake the following:

- (i) Share their work plan and time schedule for coordinating with all the Zonal with the National Nodal Agency identified by the Ministry.
- (j) Submit periodic reports to the National Nodal Agency as will be specified by the latter.
- (k) Ensure that all data is collected, validated and tabulated as per the specified time schedule.
- (v) The Zonal Agency will co-ordinate the training of the Field Investigators of the Field Agencies in their respective zones in a local/regional language that would facilitate canvassing the schedule. This will be done in close co-ordination with the National Nodal Agency.
- (l) The Zonal Agency would facilitate supervision of their work by the National Nodal Agency and the MoHFW.
- (m) The Zonal Agency entrusted with coordination of the North East States will also coordinate the work for the States/Districts in the Supplementary Round {para 2.1(g) above refers).
- (n) The Zonal Agency would ensure that the Evaluation Reports of the States are finalised at the earliest and preferably within 30 days of the receipt of the report from the Field Agencies.
- (o) Sign MOUs with the National Nodal Agency and the MoHFW as necessary.
- (p) The Zonal Agency will ensure that their contact details (email, postal, Telefax, mobile) may be kept updated at all times and apprised to the Field Agency, National Nodal Agency and MoHFW. The Zonal Agency will further ensure that at least two email Ids are active and regularly checked as emails would be the prime means of communication.

#### 4. Functions of the National Nodal Agency

4.1 As discussed in the Pre-Bid Conference held on 27<sup>th</sup> May, 2008, the Ministry has decided to entrust the overall coordination to a National Nodal Agency which is being identified and the modalities are being worked out. The National Nodal Agency will, amongst others, be responsible for the following activities:

- (a) Overall monitoring and coordination for Evaluation Work including field work, data flow, report generation, District/ State/ National reports, Thematic Evaluation
- (b) The survey schedules are to be translated in the local/regional language as necessary. The National Nodal Agency would co-ordinate with the Zonal Agency for the training of the Field Investigators of the Field Agencies in a local language that would facilitate canvassing the schedule.
- (c) Training of personnel of Zonal Agencies for conducting and co-ordinating the field work, data entry, tabulation and report generation for the smooth conduct of the Concurrent Evaluation Exercise.
- (d) Monitoring the quality assurance of survey results through protocols in consultation with MoHFW
- (e) Development of data entry package, validation checks, data cleaning, tabulation software, user manuals and training of personnel of the Zonal and Field Agencies on the use of the software.
- (f) Legal support for contractual commitments and obligations
- (g) Evolving framework for performance appraisal of agencies
- (h) Be responsible for release of funds to the Zonal and Field Agencies based on accepted protocols.
- (i) Dissemination of key findings of the concurrent evaluation exercise and associated activities.

- (j) Sign MOUs with the Field Agencies, Zonal Agencies, National Nodal Agency and the MoHFW as necessary.
- (k) The National Nodal Agency would ensure that the Final Evaluation Reports are finalised at the earliest and preferably within 30 days of the receipt of the report from the Zonal Agencies.
- (l) The National Nodal Agency will ensure that their contact details (email, postal, Telefax, mobile) may be kept updated at all times and apprised to the Field Agency, Zonal Agency and MoHFW. The National Nodal Agency will further ensure that at least two email Ids are active and regularly checked as emails would be the prime means of communication.

## **5. Other Conditions**

5.1 All other conditions specified in the Terms of Reference (TORs) for the Concurrent Evaluation of NRHM (Version 2.0), including deliverables and payment schedules remain unchanged unless otherwise amended as per Contract Amendments as specified under Clause 25 of Part 2.

## Part 4

### SPECIAL CONDITIONS

#### 1. MOHFW Officials

##### 1.1 The Contract Officer is:

Mr. Rajesh Bhatia,  
Joint Director (Statistics),  
313-A, Nirman Bhawan,  
Maulana Azad Road,  
New Delhi 110108  
Telephone: 011-2306 1960  
Email: [jdstat-mohfw@nic.in](mailto:jdstat-mohfw@nic.in), itsrajesh44@yahoo.co.in

##### 1.2 The Project Officer is:

Mr. Pravin Srivastava,  
Director (Statistics),  
518-A, Nirman Bhawan,  
Maulana Azad Road,  
New Delhi 110108  
Telephone: 011-2306 1238  
Email: [dirstat-mohfw@nic.in](mailto:dirstat-mohfw@nic.in), eval-nrhm@nic.in

##### 1.3 The Administration Officer is:

Mr. D. P. Awasthi,  
Programmer,  
509 –A, Nirman Bhawan,  
Maulana Azad Road,  
New Delhi 110108  
Telephone: 011-2306 2943  
Email: [dpawasthi@hotmail.com](mailto:dpawasthi@hotmail.com), eval-nrhm@nic.in

#### 2. Additional Documents to be included in this Contract

The following documents are included in and form part of the Contract in addition to Sections 1 and 5 inclusive:

- Technical Proposal - In Original
- Financial Proposal- In Original

3. **Key Personnel**

All the team members mentioned in the technical proposal cannot be substituted by the Consulting Agencies without MOHFW's prior written consent.

4. **Price and Payment**

The amount to be paid to the Consulting Agencies by way of remuneration for the completion of the Consulting Agency's obligations under this Contract has been fixed at the time of signature of this Contract and the amount shall be as provided for in Part 5.

5. **Reports**

The Field Agencies are required to submit the project reports to the Zonal Agency as per the prescribed format. Reports should be presented in the format described here – The report should include an Executive Summary that captures and links the key issues, the arguments and recommendations from the main report; a table of contents, a list of abbreviations as well as a bibliography and list of persons met. All photographs taken during the course of the evaluation would be submitted in the digital form giving complete details of the location, date, time and theme. The source for all the data included in the report should also be clearly provided. A CD containing soft copy of the final report (in MS-Word format) shall also be provided by the Consulting Agencies.

6. **Intellectual Property Rights**

Any reports or documents prepared or information or inventions produced by or on behalf of the Consulting Agencies relating to the Contract and all intellectual property rights therein shall be the property of the MoHFW. The Consulting Agencies hereby assigns to the MoHFW all intellectual property rights in the above mentioned material generated by the Consulting Agencies in the performance of the Contract and waives all moral rights relating to such materials.

7. **Medical Insurance**

The Consulting Agencies is responsible for ensuring adequate and appropriate medical insurance cover before beginning work under a MOHFW contract for services. The Consulting Agency's fee is deemed to include an element to cover the cost of medical insurance. The MOHFW will neither be responsible for nor meet the cost of the Consulting Agency's medical care and its personnel nor make arrangements for

evacuation in a medical emergency.

**8. Confidentiality of Information**

For the purposes of Part 2, clause 8 the Consulting Agencies shall ensure that all members of the Consulting Agency's Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from MOHFW or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential.

9. Under no circumstances should the Consulting Agencies or Consulting Agency's team members interact with or disclose any information about this contract to any media. Any violation of this condition shall amount to breach of this contract.

10. The MoHFW shall have the right to terminate the Contract under clause 24.3 if, the Consulting Agency or any personnel of the Consulting Agency acts in a way which (a) would be an offence under the prevailing laws or (b) is an offence involving corruption, crime of terrorism under the legislation of any country.

11. MoHFW shall have the right to terminate under Section 2, clauses 24.3 (c) and (d) in the event of any occurrence, act or thing of a similar nature to those occurrences, acts or things referred to in Section 2, clauses 24.3 (c) and (d).

## **Part 5**

### **PAYMENT SCHEDULE**

As mentioned in the TORs, the payment to the Consulting Agencies will be as follows:

#### **1. Field Agency**

The payment to the Field Agency will be made as follows:

<b>Instalment</b>	<b>Percentage of Payment</b>	<b>Milestone</b>
First Instalment	40 per cent of the total fee	On submission of the acceptance letter and signing the agreement
Second Instalment	30 per cent of the total fee	After completion field work and submission of final data to the Zonal Agency
Third Instalment	Remaining 30 per cent of the total fee	On acceptance of the Evaluation Reports and Recommendations of the Zonal Agency.

The Total Fee includes all applicable taxes.

#### **2. Zonal Agency**

The payment to the Zonal Agency will be made as follows:

<b>Instalment</b>	<b>Percentage of Payment</b>	<b>Milestone</b>
First Instalment	40 per cent of the total fee	On submission of the acceptance letter and signing the agreement
Second Instalment	30 per cent of the total fee	After completion field work by all the Field Agencies in the specified Zone and submission of final data to the National Nodal Agency
Third Instalment	Remaining 30 per cent of the total fee	On acceptance of the Evaluation Reports of the States and Recommendations by the National Nodal Agency

The Total Fee includes all applicable taxes.

#### **3. National Nodal Agency**

The payment to the National Nodal Agency will be made as follows:

<b>Instalment</b>	<b>Percentage of Payment</b>	<b>Milestone</b>
First Instalment	40 per cent of the total fee	On submission of the acceptance letter and signing the agreement
Second Instalment	30 per cent of the total fee	After completion field work and submission of final data to the Zonal Agency
Third Instalment	Remaining 30 per cent of the total fee	On acceptance of the Final Evaluation Reports for the States and National Level by the MoHFW

The Total Fee includes all applicable taxes.

## **PART C: Survey Schedule**

For Concurrent Evaluation of NRHM  
Schedule for Survey

**{Version 2.5: To be used for Round-I Main and  
Supplementary Round}**

**2008**

Statistics Division  
Ministry of Health & Family Welfare  
Government of India  
New Delhi

