



**NOTICE INVITING**  
**EXPRESSION OF INTEREST**

**Selection of District Training Agency for Conducting Training of ASHAs on various Modules**

The ASHA Resource Centre (ARC) has plans to shortlist District Training Agency for imparting training to ASHA in all districts of the State.

1. ARC invites Expression of Interest (EOI) from qualified agencies for conducting ASHA training on various modules of ASHA training programmes. Detailed terms and conditions may be viewed in the website [www.statehealthsocietybihar.org](http://www.statehealthsocietybihar.org).
2. Interested and qualified agencies are requested to submit their EOI clearly mentioning name of districts of interest along with brief profile, details of past experience of executing similar assignment and balance sheet of last 3 financial years to the State Health Society, Bihar on or before 14/08/2015 at 5.00 P.M only by post/courier at the office of Executive Director, State Health Society, Bihar. Pre-Application meeting with interested Agency shall be held on 31/07/2015 at 3:00 PM in the Conference Hall of State Health Society, Bihar in Patna.
3. ARC will try to follow the process mentioned in Guidelines for Community Processes published by NRHM in the year 2013 for selection of DTA.
4. For any further clarifications, please contact ASHA Resource Centre, State Health Society, Bihar on phone no: 0612-2284666 only during official working hours.

Sd/

Additional Executive Director,  
State Health Society, Bihar

# Selection of District Training Agency for Conducting Training of ASHAs on various Modules

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**Selection of District Training Agency for Conducting Training of ASHAs on various Modules**

## 1. Introduction

### 1.1 Background

The State intends to select one or more agency for each District. The selected agency will conduct training programme in their allotted districts. Agencies/NGO will support as ASHA Training site within the district with adequate training and infrastructural facilities, close access to a community, and linkage to a health facility, with an adequate case load of new born and children with illness.

### 1.2 Brief Description of terms and conditions for Selection of District Training Agency (DTA)

The ASHA Resource Centre (ARC) has adopted open competitive Selection process. Through this Expression of Interest (EOI), the ARC is inviting proposals from eligible agencies to apply for selection as District Training Agency in all districts of the Bihar. The Guidelines for Community Processes published by NRHM in the year 2013 clearly provides steps to shortlist Agencies as District Training Agency for conduct of training for ASHAs in each district. The same is being modified and reproduced here for the information of the interested Agencies. The SHSB will take due measures to follow the steps as mentioned in the Guideline. The various steps to shortlist agency are as follows:

Step 1: The Agency/ NGO are requested to submit their Application as per the terms and conditions mentioned in this Eoi. The agency/ NGO shall be shortlisted based on the eligibility criteria as mentioned in the document.

Step 2: Desk review and scoring of proposals for one (01) district based on criteria as below:

**Table 1: List of criteria and scoring instructions for desk review of proposals**

Sl. No.	Criteria	Score
1	Registration of agency more than 3 years	0 mark for less than 3 years 1 mark for more than 3 years
2	The turnover of the agency should have been Rs. 10 lakhs at least once in the last 3 years (qualifying for one district)	0 mark for less than 10 lakhs 1 mark for more than 10 lakhs
3	The agency should have an established presence in the state.	0 mark for no presence 1 mark for presence

4	The agency should be an NGO OR have demonstrated coordination with other NGOs in the district applying for	0 mark in case of NO 1 mark in case of YES
5	The agency should have experience of field level work/community level health or social sector development work including training/capacity building	0 mark for no experience 1 mark for experience in Social Development work 2 marks for experience in Health training work
6	The agency should have access to community health programmes with a strong and active ongoing community health worker intervention	0 mark in case of NO 1 mark in case of YES
7	The agency should either have a venue for training or be able to demonstrate access to a training venue which has the capacity to run at least two batches of 25-32 ASHAs at a time, with adequate residential facilities and training infrastructure (LCD facilities, training rooms, toilets).	0 mark in case of NO 1 mark in case of YES
8	The agency should either have its own health care facility with an adequate case load of sick children, deliveries and newborns for exposure and hands on practice, for trainees OR be linked to a nearby facility	0 mark in case of NO 1 mark in case of YES
9	Agency should have mid level supervisory staff and demonstrate effective support to field level programmes	0 mark in case of NO 1 mark in case of YES

Step 3: The Agency will be shortlisted only if they get score of ten or above as per the above scoring criteria.

Step 4: Demand of letters of reference from two independent referees of all short listed agencies. The referees should not be associated with Agency/ partner NGO in any way. ARC reserves the right to select the referees. Both the letters of reference will clearly mention whether Agency has good track record. This implies that both the letter of reference should have given positive feedback of Agency/ NGO. In case of any adverse comment from either of the two referees, the application process of concerned Agency/ DTA shall not be processed further.

Step 5: Short listed agencies will be informed about the decisions and the tentative dates for field appraisal.

Step 6: ARC will constitute an Expert Team for field appraisal comprising of Member, State ASHA Mentoring Group, Head of ASHA Resource Centre, hereafter called ARC, DHS nominee, state/district public health experts, head of credible state level NGOs, National Health Systems Resource centre and state trainers. ARC may add/ remove any member of the Expert Team at any point of time.

Step 7: The Expert Team will conduct field appraisal of short listed agencies where they will meet head of agency, other key representatives, trainers, visit the training venue, and review the organization based on the following criteria:

1. Robust structure of governance and organizational credibility
2. Training venue and infrastructure of adequate capacity to train and house trainers for multiple training batches to run concurrently
3. Strong management capacity to run training programmes.
4. Tradition and experience of community health programmes or strong and effective linkages with such work (to serve as demonstration and practice sites during training)
5. Effective organizational leadership that is able to inspire and provide direction to the training, and be able to liaise with state and district officials, and network with other training agencies
6. Ability to bring in additional funds to the programme if required

Step 8: Expert Team shall give marks on above parameters and a brief report and recommendation for each of the agencies visited. A list of preferred partner shall be prepared on marks basis. At this point, the Agency/ NGO will be declared preferred partner based upon the marks given by the Expert Team. Agency/ NGO getting highest marks shall be declared the first preferred partner for that district. In case, an NGO getting highest marks withdraws or found ineligible in later stage or found to be involved in any corrupt practices in future, the next NGO in the list will be offered to work as a DTA on same terms and conditions.

Step 9: The ARC will inform SHSB about the results as per the process followed above.

Step 10: Agencies will be informed about the decision of ARC.

Step 11: The Agencies will be asked to signing the Tripartite Memorandum of Understanding (between DHS, the agency & the ARC within 15 days of announcement of preferred partner of each district.

### 1.3 Purpose of Selection of District Training Agency

Through this Selection process, the ARC intends to shortlist eligible and qualified agency for imparting training on various ASHA modules. A panel of shortlisted agencies will be prepared based upon the process as outlined above for support for imparting training in each district of the state. The selected agency will be called District Training Agency and they will be responsible for conducting training on various ASHA module in future. Any new training module/ orientation/ event which will come in future will also be conducted by these District Training Agency (DTA) in their district. Memorandum of Understanding (MoU) entered with DTA shall be valid for one year from the date of signing of contract. The MoU can be renewed / extended further on the basis of evaluation report of SHSB/ARC and DHS after completion of one year.

### 1.4 Schedule of Selection Process

The ARC shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Timeline
1	Last Date of submission of Applications	14.08.2015 at 5 pm
2	Pre-Application meeting	31.07.2015 at 3 pm
3	Opening of Applications	14.08.2015 at 5.30 pm
4	Desk Review and Scoring of Proposal	7 days from last date of submission of Eol
5	Receiving letter of reference	Within 7 days of above step
6	Field Appraisal	Within 7 days of above step
7	Declaration of result and letter of award	Within 7 days of above step
8	Signing of Tripartite MoU	Within 7 days of award of letter of award

## **2. Instructions to Applicants**

### **2A GENERAL**

#### **2.1 General Terms of Selection**

2.1.1 An Agency is eligible to submit only one Application for one district. Application should mention the name of districts the Agency/ NGO is interested. The eligibility criteria shall increase proportionately with the number of districts applied.

2.1.2 Notwithstanding anything to the contrary contained in this EoI, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Agency hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.3 The Application should be furnished in the format at Appendix – I, clearly indicating the Application amount in both figures and words, in Indian Rupees, and signed by the Agency's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.4 The Agency shall deposit Application Security of amount INR 1,00,000/- (INR one lakh only) in accordance with the provisions of this EoI. The Agency security amount should be in the form of Demand Draft only.

2.1.5 The validity period of the Demand Draft, as the case may be, shall not be less than 90 days from the Application Due Date, and may be extended by the Agency from time to time. The Application shall be summarily rejected if it is not accompanied by the Application Security.

2.1.6 The Agency should submit a Power of Attorney as per the format at Appendix – IV, authorising the signatory of the Application to commit the Agency.

2.1.7 The Selection Documents including this Expression of Interest (EoI) and all attached documents are and shall remain the property of the ARC and are transmitted to the Agencies solely for the purpose of preparation and the submission of an Application in accordance herewith. Agencies are to treat all information as strictly confidential and shall



not use it for any purpose other than for preparation and submission of their Application. The ARC will not return any Application or any information provided along therewith.

2.1.8 An Agency shall not have a conflict of interest that affects the Selection Process. Any Agency found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the ARC shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

## 2.2 Scope of Application

The ARC wishes to receive Applications for Qualification in order to shortlist experienced and capable Training Agency for next stage. Short-listed Applicants may be required to follow the process as per Guidelines for selection of DTA for further processing of Application.

## 2.3 Eligibility of Applicants

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

1. The Applicant for pre-qualification may be a single entity registered as a Non Government Organization (NGO) under Societies Act.
2. **Technical Capacity:**
  - (a) Registration of agency more than 3 years
  - (b) The agency should have an established presence in Bihar having own office in the state of Bihar
  - (c) The agency should either have a venue for training or be able to demonstrate access to a training venue which has the capacity to run at least two batches of 25-32 ASHAs at a time, with adequate residential facilities and training infrastructure (LCD facilities, training rooms, toilets).
3. In addition to above clause, the Agency should score at least 10 marks as per evaluation criteria/ parameters given at Section 3.1 of this document.

## **2.4 Number of Applications and costs thereof**

No Agency shall submit more than one Application for DTA in the same district. The Agency shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Selection Process. The ARC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.5 Acknowledgement by Applicant**

It shall be deemed that by submitting the Application, the Agency has:

- (a) made a complete and careful examination of the Eol;
- (b) accepted the risk of inadequacy, error or mistake in the information provided in the Eol or furnished by or on behalf of the ARC relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

The ARC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Eol or the Selection Process, including any error or mistake therein or in any information or data given by the ARC.

## **2.6 Right to accept or reject any or all Applications**

2.6.1 Notwithstanding anything contained in this Eol, the ARC reserves the right to accept or reject any Application and to annul the Selection Process and reject all Applications at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 The ARC reserves the right to reject any Application and appropriate the Application Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Agency does not provide, within the time specified by the ARC, the supplemental information sought by the ARC for evaluation of the Application.

2.6.3 In case it is found during the evaluation or at any time before signing of the MOU or after its execution and during the period of subsistence thereof, that one or more of the Eol - Selection of District Training Agency - ARC

pre-qualification conditions, in terms of clause 2.3 of this EoI have not been met by the Agency or the Agency has made material misrepresentation or has given any materially incorrect or false information, the Agency shall be disqualified forthwith if not yet appointed as the DTA either by issue of the Letter of Award (LOA) or signing of MOU. If the Agency has already been issued the LOA or has signed MOU, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EoI, be liable to be terminated, by a communication in writing by the ARC to the Agency, without the ARC being liable in any manner whatsoever to the Agency, as the case may be. In such an event, the ARC shall forfeit and appropriate the Application Security or Performance Security, as the case may be.

2.6.4 The ARC reserves the right to verify all statements, information and documents submitted by the Agency in response to the EoI. Failure of the ARC to undertake such verification shall not relieve the Agency of its obligations or liabilities hereunder nor will it affect any rights of the ARC thereunder.

## **2B DOCUMENTS**

### **2.7 Contents of the EoI**

This EoI comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in subsequently.

#### **Invitation for Applications**

Section 1	Introduction
Section 2	Instructions to Agency
Section 3	Evaluation of Applications
Section 4	Fraud and Corrupt Practices
Section 5	Pre-application Conference
Section 6	Miscellaneous

#### **Appendices**

Appendix – I:	Letter comprising the Application
Appendix - II:	Details of Applicant
Appendix – III:	Format for Affidavit for not blacklisted
Appendix – IV:	Format for Power of Attorney for signing of Applications

### **2.8 Clarifications**

2.8.1 Agency requiring any clarification on the EoI may notify the ARC in writing only. The ARC may upload answer to all queries on website without identifying the source of queries.

2.8.2 The ARC shall endeavour to respond to the questions raised or clarifications sought by the Agency. However, the ARC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the ARC to respond to any question or to provide any clarification.

2.8.3 The ARC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Agency. All clarifications and interpretations issued by the ARC shall be deemed to be part of the Selection Documents. Verbal clarifications and information given by ARC or its employees or representatives shall not in any way or manner be binding on the ARC.

## **2.9 Amendment of EOI**

At any time prior to the deadline for submission of Applications, the ARC may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify the EOI by the issuance of Addenda.

Any Addendum thus issued will be uploaded on SHSB website. Any addendum issued shall be binding to all Agency/ NGOs.

In order to afford the Agency a reasonable time for taking an Addendum into account, or for any other reason, the ARC may, at its own discretion, extend the Application Due Date.

## **2C PREPARATION AND SUBMISSION OF APPLICATION**

### **2.10 Language**

The Application and all related correspondence and documents in relation to the Selection Process shall be in Hindi or English language. For the purpose of interpretation and evaluation of the Application, the Hindi language shall prevail.

### **2.11 Format and signing of Applications**

2.11.1 The Agency shall provide all the information sought under this EOI. The ARC will evaluate only those Applications that are received in the required formats and complete in all respects.

2.11.2 The Application shall be typed or written in indelible ink and signed by the authorised signatory of the Agency who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application.

## **2.12 Sealing and marking of Applications**

2.12.1 The Agency shall submit the Application in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as “PROPOSAL”. The Agency should provide filled in information as per Table given in Clause 3.1 along with required documentary proof for each items in the same envelope.

2.12.2 Application security amount of INR 1,00,000/- (one Lakh only) should be placed in a separate envelope and mark the envelope as Application Security.

Both the envelopes should be inserted in a big envelope and sealed and marked as **“Proposal for Selection of District Training Agency”**.

2.12.3 The two envelopes specified above shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

### **“Application for the Selection of District Training Agency”**

and shall clearly indicate the name and address of the Agency. In addition, the Application Due Date should be indicated on the right hand top corner of each of the envelopes.

Each of the envelopes shall be addressed to:

The Executive Director,  
State Health Society, Bihar  
Parivar Kalyan Bhawan, Sheikhpura  
Patna – 800014  
Bihar

2.12.4 If the envelopes are not sealed and marked as instructed above, the ARC assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.12.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

### **2.13 Application Due Date**

Applications should be submitted before 15:00 hours IST on the Application Due Date at the address in the manner and form as detailed in this EoI. The ARC may, if the need be, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Agencies.

### **2.14 Late Applications**

Applications received by the ARC after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.15 Contents of the Application**

The Application shall be furnished in the format at Appendix – I. The Agency shall specify that Agency is willing to undertake the Project in accordance with this EoI and the provisions of the Memorandum of Understanding (MoU).

### **2.16 Modifications/ Substitution/ Withdrawal of Applications**

2.16.1 The Agency is not allowed to modify, substitute or withdraw its Application after submission of Application. No Application shall be modified, substituted or withdrawn by the Application on or after the Application Due Date.

2.16.2 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the SHSB, shall be disregarded.

### **2.17 Rejection of Applications**

Notwithstanding contained in Cluse 2.6 above, the ARC reserves the right to accept or reject all or any of the Applications without assigning any reason whatsoever. It is not obligatory for the SHSB to accept any Application or to give any reasons for their decision. The ARC reserves the right not to proceed with the Selection Process at any time, without notice or liability, and to reject any Application without assigning any reasons.

## 2.18 Validity of Applications

The Applications shall be valid for a period of not less than 120 days (one hundred and twenty days) from the Application Due Date. The validity of Applications may be extended by mutual consent of the respective Applicant and the SHSB.

## 2.19 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Application shall not be disclosed to any person who is not officially concerned with the process. The ARC will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. The ARC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the SHSB.

## 2.20 Correspondence with the Agency

The SHSB shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Application by the ARC.

## 2D BID SECURITY

### 2.21 Bid Security

2.21.1 The Applicant shall furnish as part of its Application, an Application Security (bid security) of amount INR 1,00,000 only (Rupees one lakh only) in the form of a Bank Draft issued by a Scheduled/ nationalized Bank in India, drawn in favour of the **State Health Society, Bihar** payable at Patna.

2.21.2 The SHSB shall not be liable to pay any interest on the Application Security deposit so made and the same shall be interest free. Any Application not accompanied by the Application Security shall be rejected by the ARC as nonresponsive.

2.21.3 The Application Security of unsuccessful Applicant will be returned by the SHSB, without any interest, as promptly as possible.

2.21.4 The Selected Applicant's Bid Security will be returned, without any interest, upon signing of the MoU and furnishing the Performance Security in accordance with the relevant provisions thereof.

2.21.5 The Applicant, by submitting its Application pursuant to this EoI, shall be deemed to have acknowledged and confirmed that the SHSB will suffer loss and damage on account of withdrawal of its Application or for any other default by the Applicant during the Application validity period. No relaxation of any kind on Application Security shall be given to any Applicant.

2.21.6 Application Security shall be forfeited and appropriated by the SHSB hereunder or otherwise, under the following conditions:

- a) If an Applicant submits a non-responsive Application;
- b) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
- c) If an Applicant withdraws its Application during the period of Application validity as specified in this EoI and as extended by the SHSB from time to time;
- d) In the case of Selected Applicant, if it fails within the specified time limit –
  - i) to sign the Concession Agreement and/or
  - ii) to furnish the Performance Security within the period prescribed therefore in the MoU; or
- e) In case the Selected Applicant, having signed the MoU, commits any breach thereof prior to furnishing the Performance Security.

## **2E EVALUATION PROCESS**

### **2.22 Opening and Evaluation of Applications**

2.22.1 The SHSB shall open the Applications at XXXX hours on the XX/XX/XXXX, in the Conference Room of SHSB and in the presence of the Applicants who choose to attend.

2.22.2 The SHSB will subsequently examine and evaluate the Applications in accordance with the provisions set out in Section 3.



2.22.3 To facilitate evaluation of Applications, the SHSB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application.

2.22.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the SHSB. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or selection will be given.

### **2.24 Tests of responsiveness**

Prior to evaluation of Applications, the SHSB shall determine whether each Application is responsive to the requirements of the EoI. An Application shall be considered responsive only if:

- (a) it is received as per the format at Appendix – I;
- (b) it is received by the Application Due Date including any extension thereof ;
- (c) it is signed, sealed, hard bound and marked as directed
- (d) it is accompanied by the Application Security (bid security)
- (e) it is accompanied by the required Power(s) of Attorney;
- (f) it contains all the information like audited balance sheets, photocopy of PAN number, etc. as requested in this EoI;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

The SHSB reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SHSB in respect of such Application.

### **2.25 Clarifications**

2.25.1 To facilitate evaluation of Applications, the SHSB may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the SHSB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.25.2 If an Applicant does not provide clarifications sought within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the SHSB may proceed to evaluate the Application by construing the particulars requiring clarification

to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the SHSB.

## **2F QUALIFICATION AND SELECTION**

### **2.26 Short-listing and notification**

After the evaluation of Applications, the SHSB will announce list of shortlisted Applicants who will be eligible for participation in the next Stage. At the same time, the SHSB would notify the other Applicants that they have not been short-listed. The SHSB will not entertain any query or clarification from Applicants who fail to qualify.

### **2.28 Performance Security**

The selected Agency shall be required to deposit performance security in the form of Bank Guarantee valid up to 90 days beyond completion of all contractual obligation of the both the parties (SHSB and the Agency) as per this EoI. The amount of performance security should be 5% (five per cent) of total budget of that particular district.

### **2.27 Proprietary data**

All documents and other information supplied by the SHSB or submitted by an Applicant to the SHSB shall remain or become the property of the SHSB. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The SHSB will not return any Application or any information provided along therewith.

## **3. Criteria for Evaluation**

### **3.1 Evaluation parameters**

The ARC shall follow the steps as suggested in Guidelines for Community Processes published by NRHM (2013) for selection of District Training Agency. The steps are provided in the Section 1.2 of this document. The Application of all Agencies shall be evaluated as provided below. The Agencies are required to fill up the following table and submit along with all relevant documentary proof to support the claim. The ARC shall evaluate based on the documents submitted by Agency.

<b>Criteria for one district</b>	<b>Score</b>	<b>Supporting Document (mention the type of</b>	<b>Page No (from and to)</b>
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		<b>documents submitted as proof)</b>	
Registration of agency more than 3 years	0 mark for less than 3 years; 1 mark for more than 3 years	Copy of registration and copy of registration under Section 12A of Income Tax Act, 1961	
The turnover of the agency should have been INR 10 lakhs at least once in the last 3 years.	0 mark for less than 10 lakhs; 1 mark for more than 10 lakhs	Audited balance sheet; Income Tax Return for the last three Assessment Years (2012-13, 2013-14, 2014-15)	
The agency should have an established presence in the state.	0 mark for no presence; 1 mark for presence	Address Proof	
The agency should be an NGO OR have demonstrated coordination with different NGOs in the respective district applying for	0 mark in case of NO; 1 mark in case of YES	Notarized affidavit	
The agency should have experience of field level work/community level health or social sector development work including training/capacity building	0 mark for no experience; 1 mark for experience in Social Development work; 2 marks for experience in Health training work	Letter of award/ copy of MoU	
The agency should have access to community health programmes with a strong and active ongoing community health worker intervention	0 mark in case of NO; 1 mark in case of YES	Affidavit/ experience proof	
The agency should either have a venue for training or be able to demonstrate access to a training venue which has the capacity to run two batches of 25-32 ASHAs at a time, with adequate residential facilities and training	0 mark in case of NO; 1 mark in case of YES	Venue photograph and map; and copy of rent agreement if rented building	

infrastructure (LCD facilities, training rooms, toilets).			
The agency should either have its own health care facility with an adequate case load of sick children, deliveries and newborns for exposure and hands on practice, for trainees OR be linked to a nearby facility	0 mark in case of NO; 1 mark in case of YES	Letter of agreement with distance of training venue from health facility, if not own facility	
Agency should have mid level supervisory staff and demonstrate effective support to field level programmes	0 mark in case of NO; 1 mark in case of YES	Organization structure with detailed information like name, phone number, identity proof of each staff	

*Note:*

- (i) The Agency is required to take due diligence in completing the above table.*
- (ii) There is no limit on number of districts an agency can apply.*
- (ii) The eligibility criteria as mentioned above are for one District only. The requirement shall increase in proportion to number of districts applied by an agency.*

### **3.2 Short-listing of Applicants**

As mentioned in Section 1.2, the Agency receiving 10 marks as per above table will be considered for next stage. Outcome of above process will be announced on the SHSB website.

### **3.3 Contacts during Application Evaluation**

Applications shall be deemed to be under consideration immediately after they are opened and until such time the SHSB makes official intimation of award/ rejection to the Agencies. While the Applications are under consideration, Agencies and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the ARC and/ or their employees/ representatives on matters related to the Applications under consideration.

## **4. Fraud and Corrupt Practices**

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the SHSB may reject an Application without

being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process.

4.2 Without prejudice to the rights of the SHSB hereinabove, if an Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such Applicant shall not be eligible to participate in any tender or EoI issued by the SHSB during a period of 2 (two) years from the date such Applicant is found by the SHSB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SHSB who is or has been associated in any manner, directly or indirectly, with the Selection Process.
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the SHSB with the objective of canvassing, lobbying

or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. Pre-Application Conferences

A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Applicant shall be allowed to participate on production of letter from the Applicant.

During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the SHSB. The SHSB shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6. Miscellaneous

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.

6.2 The SHSB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the SHSB by, on behalf of, and/ or in relation to any Applicant; and/ or
- (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the SHSB, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**6.4 Termination Clause:**

If the Agency fails to abide by the terms & conditions of this document after signing of the Agreement or commits any breach of terms of contract by violating the terms & conditions as laid down in this EoI or MoU which has been accepted by the Agency, the Agency may be liable for it's blacklisting. The performance security submitted by the Agency shall be forfeited and appropriated by the SHSB.

## Appendices

### Appendix – I: Letter comprising the Application

Dated:

To,  
The Executive Director,  
State Health Society, Bihar,  
Parivar Kalyan Bhawan, Sheihpura  
Patna – 800014, Bihar

Subject: Application for selection of District Training Agency

Dear Sir,

1. With reference to your EoI document dated .....,we, having examined the EoI document and understood its contents, hereby submit our Application for Qualification as the District Training Agency (DTA) for district of .....(name of districts). The Application is unconditional and unqualified.
2. We acknowledge that the SHSB will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Applicants for DTA, and we certify that all information provided in the Application and in Annexes I to III is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the DTA.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We acknowledge the right of the SHSB to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We certify that in the last three years, we were not involved in any kind of financial irregularities.
7. We declare that:
  - (a) We have examined and have no reservations to the EOI document, including any Addendum issued by the Authority;
  - (b) We do not have any conflict of interest as per clause 2.1.8 of this EoI;



- (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the Eol document; and
  - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the Eol document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to apply for selection, without incurring any liability to the Applicants.
  9. We declare that we are not a Member of any other agency applying for pre-qualification.
  10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
  11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  12. We further certify that no investigation by a regulatory authority is pending either against us or against our Chairman/ CEO/ MD or any of our directors/ managers/ employees.
  13. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the provisions of this Eol, we shall intimate the Authority of the same immediately.
  14. The power of attorney for signing of application, as per format provided at Appendix - III of the Eol is also enclosed.
  15. We understand that the selected Agency shall be an existing NGO incorporated under the relevant Indian Societies Act.
  16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SHSB in connection with the selection of Applicants, or in connection with the selection Process itself, in respect of the above mentioned work and the terms and implementation thereof.
  17. We agree and undertake to abide by all the terms and conditions of the Eol document.
  18. We agree and undertake to be severally liable for all the obligations of till occurrence of Financial Close in accordance with the Concession Agreement.

In witness thereof, we submit this application under and in accordance with the terms of the Eol document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place:

Name and seal of the Applicant/ Lead Member

### Appendix - II: Details of Applicant

1	Name of Organization	
2	Name Of Owner/ Directors	
3	Full Particulars of Registered Office	
	A) Address	
	B) Contact Telephone Nos.	
	D) E-Mail	
	(E) PAN	
	(F) An other	
5	Particulars of Authorised Signatory	
	(A) Name	
	(B) Designation	
	(C) Address	
	(D) Identity Proof	
6	Name Telephone and Mobile No. of the dealing representative:	
7	Any other information.	

Signature of authorized signatory

Name:

Place:

Seal

### Appendix – III: Format for Affidavit

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

##### **Affidavit**

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

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

Dated this ..... Day of ....., 2015.

Name of the Applicant

Signature of the Authorized Person

Seal:

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

*(On a Stamp Paper of INR 100)*

Know all men by these presents, We M/s

.....

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

Dated this the ..... day of 2015

For \_\_\_\_\_

(Name, Designation and Address of Authorised Signatory)

Accepted \_\_\_\_\_

(Signature)

(Name, Title and Address of the Nominated Attorney)

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