Development Monitoring and Evaluation Office NITI Aayog

Selection of Technical Consultant

Request for Proposals

for

Consultancy for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector

May 2019

Government of India

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No. I-19015/01/2019-DMEO

Government of India

NITI Aayog

Development Monitoring and Evaluation Office Sansad Marg, New Delhi -110001

Request for Proposal (RFP)

May 6th, 2019

Notice: Request for Proposal (RFP) for Consultancy for Evaluation of Centrally Sponsored Schemes under Package 2 - Women and Child Development Sector.

The Development Monitoring and Evaluation Office (DMEO), National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage Consultants to conduct evaluation of Centrally Sponsored Schemes (CSS) under **Package 2 - Women and Child Development Sector**, details of which have been provided in the RFP document.

DMEO, NITI Aayog invites proposals for Package 2 - Women and Child Development Sector, from national/ international firms/ organisations/ institutions, which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the websites http://niti.gov.in/tenders. Important information & tentative dates are given in section 1 of the RFP.

Interested applicants are requested to submit their response to the RFP in a sealed envelope through Speed Post/ Registered Post or deliver by hand super scribing "<u>RFP for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector"</u> on top of the envelope to the following address on or before June 4th, 2019, 1100 hrs.

The submission must be addressed to:

Shri O.P. Thakur Senior Research Officer Development Monitoring & Evaluation Office (DMEO) C-022, 5th floor, NITI Aayog, Sansad Marg New Delhi, 110001

Email: dmeoeval-niti@gov.in

Disclaimer

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Additional Costs As in Item H of Form-2 of Appendix-II

Agreement As defined in Schedule-2

Agreement Value As defined in Clause 6.1.2 of Schedule-2

Applicable Laws
As defined in Schedule-2
Applicant
As defined in Clause 2.1.1
Associate
As defined in Clause 2.3.3
Authorised Representative
As defined in Clause 2.13.3
Authority
As defined in Clause 1.1.1
Bid Security
As defined in Clause 2.20.1
Conditions of Eligibility
As defined in Clause 2.2.1

Conflict of Interest As defined in Clause 2.3.1

Consultancy As defined in Clause 1.2

Consultancy Team As defined in Clause 2.1.4
Consultant As defined in Clause 1.2

CV Curriculum Vitae

Deliverables As defined in Paragraph 8 of Schedule-1

Documents As defined in Clause 2.12

Effective Date As defined in Clause 2.1 of Schedule-2

Eligible Assignments As defined in Clause 3.1.4

Final Evaluation Report As specified in Paragraph 10 of Schedule-2

Financial Proposal As defined in Clause 2.15.1

Form of Agreement Form of Agreement as in Schedule-2

INR, Re, Rs. Indian Rupee(s)

Inception Report As specified in Paragraph 8 of Schedule-1

Key Date or KD As defined in Paragraph 9 of Schedule-1

Key Personnel As defined in Clause 2.1.4 **Lead Member** As defined in Clause 2.1.1

LOA Letter of Award

Member As defined in Clause 2.3.3 (a)

Official Website As defined in Clause 1.11.2

Personnel As defined in Clause 1.1.1(n) of Schedule-2

Professional Personnel As defined in Clause 2.14.6

Prohibited Practices As defined in Clause 4.1

Project As defined in Clause 1.1.6

Project Manager As defined in Clause 4.6 of Schedule-2

Proposal As defined in Clause 1.2

Proposal Due Date or PDD As defined in Clauses 1.5 and 1.8

Resident Personnel As defined in Clause 1.1.1(o) of Schedule-2

RFP As defined in Disclaimer
Selected Applicant As defined in Clause 1.6
Selection Process As defined in Clause 1.6

Services As defined in Clause 1.1.1(q) of Schedule-2

Sole Firm As defined in Clause 2.1.1

Statement of ExpensesAs defined in Note 13, Form-2 of Appendix-IIStatutory AuditorAn Auditor appointed under Applicable LawsSub-ConsultantAs defined in Clause 1.1.1(r) of Schedule-2

Support PersonnelAs defined in Clause 2.14.6Team LeaderAs defined in Clause 2.1.4Technical ProposalAs defined in Clause 2.14.1TORAs defined in Clause 1.1.6

US\$ United States Dollar

WG As defined in Paragraph 12 of the TOR

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION¹\$

1.1. **Background**

- 1.1.1. The Development Monitoring and Evaluation Office (DMEO) (the "Authority") was constituted in September 2015 by merging of the erstwhile Programme Evaluation Office (PEO) and the Independent Evaluation Office (IEO). DMEO is an attached Office of NITI Aayog to fulfil the mandates of monitoring and evaluation assigned to NITI Aayog.
- 1.1.2. To ensure efficient and effective use of public resources, the Government of India has made evaluation of the Centrally Sponsored Schemes (CSS) and Central Sector schemes mandatory before the schemes come up for fresh appraisal. The Government also has adopted output-outcome monitoring framework to strengthen monitoring and evaluation of the schemes. After the Five-Year Plans were done away with at the end of 12th Five Year Plan, in order to rationalize the available resources based on the recommendations of the Finance Commission for the achievement of the National Development Agenda, the Government had made the approval of the schemes coterminus with the Finance Commission cycle.
- 1.1.3. The 14th Finance Commission cycle will end in March 2020, and the 15th Finance Commission will begin thereafter. The Government has assigned DMEO, NITI Aayog the responsibility to conduct independent third-party evaluation of all the CSS in a time bound manner so that the findings of the evaluation are made available to appropriate authorities for determining the rationalization of the schemes.
- 1.1.4. Proliferation of the number of CSS has led to a number of concerns. Based on the recommendation of the Sub-Group of Chief Ministers on the rationalization of CSS, and consultations with various Ministries/Departments and other stakeholders, the Government of India in 2016 rationalized the CSS under the 28 umbrella CSS to achieve the overarching National Development Agenda. The National Development Agenda consists of the following: (i) poverty elimination – livelihoods, jobs and skill development; (ii) drinking water and Swachh Bharat mission; (iii) rural connectivity: electricity, access roads and communication; (iv) agriculture including animal husbandry, fisheries, integrated watershed management and irrigation; (v) education including mid-day meal; (vi) health, nutrition, women and child; (vii) housing for all: rural and urban; (viii) urban transformation; (ix) law and order, justice delivery system; and (x) others, which may include: wildlife conservation and greening.
- 1.1.5. The evaluation of the CSS under the 28 umbrella CSS will be conducted through 10 sector evaluation studies listed below. DMEO invites proposal for selection of technical consultants (the Consultants) to conduct evaluation of the following 10 sectors.

¹\$ Instructions for Applicants

Note 1: Blank spaces contain formats that are to be used by the Applicant after the RFP is issued. (See

Note 2: Footnotes marked "\$" in the relevant Clauses of the RFP and Schedules are for guidance of the Applicants. In case of Appendices, the footnotes marked "\$" or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Proposals. (See Appendix-III)

Name of the package	Ministries/Departments involved	Name of Umbrella Centrally Sponsored Scheme
Agriculture, Animal Husbandry and Fisheries	Ministry of Agriculture and Farmers' Welfare	 Blue Revolution (fisheries) Green Revolution (agriculture) White Revolution (animal husbandry)
Women and Child Development	 Ministry of Women and Child Development 	 Integrated Child Development Services Mission for Empowerment and Protection of Women
Human Resource Development	Ministry of Human Resource Development	 National Education Mission National Programme of Mid-day Meal in Schools Umbrella Programme for Development of Minorities
Urban Transformation	Ministry of Housing and Urban Affairs	 Pradhan Mantri Awas Yojana (Urban)* Deendayal Antyodaya Yojana-National Urban Livelihood Mission* Swachh Bharat Mission (Urban) Urban Rejuvenation Mission (AMRUT and Smart Cities)
Rural Development	Ministry of Rural Development	 Mahatma Gandhi National Rural Employment Guarantee Program National Rural Livelihood Mission (Ajeevika) National Social Assistance Programme Pradhan Mantri Awas Yojana (Gramin)* Pradhan Mantri Gram Sadak Yojana Shyama Prasad Mukherjee Rurban Mission
Drinking Water and Sanitation	Ministry of Drinking Water and Sanitation	 Swachh Bharat Mission (Rural)* National Rural Drinking Water Mission
Health	Ministry of Health and Family WelfareMinistry of AYUSH	 National Health Mission National Health Protection Scheme (erstwhile RSSY)
Jobs and Skills	 Ministry of Labour and Employment Ministry of Skill Development and Entrepreneurship 	o Jobs and Skills Development
Water Resource, Environment and Forest**	 Ministry of Water Resource, River Development and Ganga Rejuvenation Ministry of Environment Forest and Climate Change 	 Pradhan Mantri Krishi Sinchai Yojana** Environment, Forestry and Wildlife
Social Inclusion, Law and Order & Justice Delivery	 Ministry of Home Affairs Ministry of Law and Justice Ministry of Minority Affairs Ministry of Social Justice and 	 Umbrella Programme for Development of Scheduled Castes Umbrella Programme for Development of backward classes, differently abled and other vulnerable groups Umbrella Programme for Development of scheduled tribes Umbrella Programme for Development of minorities Modernization of Police Forces Infrastructure Facilities for Judiciary

- *Umbrella CSS split between two ministries that are evaluated under different ministries (SBM, Awas Yojana, Livelihood)
- ** Pradhan Mantri Krishi Sinchai Yojana umbrella CSS although under three ministries (Water Resources, Rural Development and Agriculture), all components under the umbrella CSS will be evaluated by under package 9.
- 1.1.6. In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant for Evaluation of Centrally Sponsored Schemes in Package 2 Women and Child Development Sector (the "**Project**") in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

1.2. Request for Proposals

1.2.1. The Authority invites proposals (the "**Proposals**") for selection of a Technical Consultant (the "**Consultant**") who shall conduct an evaluation study of the concerned sector, including an assessment of the performance of the sector, the coverage and performance of the identified Umbrella CSS in the sector, and the performance of the schemes under the Umbrella CSS, in accordance with the TOR (collectively the "**Consultancy**").

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4. Availability of RFP Document

The document can be downloaded from the Official Website of the Authority (www.niti.gov.in/tenders/).

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "**PDD**").

1.6. Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as

specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve.

1.7. Currency conversion rate and payment

- 1.7.1. For the purposes of technical evaluation of Applicants, Rs. 69 (Rupees sixty-nine) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries/clarifications	[20 days prior to PDD]
2.	Pre-Proposal Conference	[16 days prior to PDD]
3.	Authority response to queries	[11 days prior to PDD]
4.	Proposal Due Date or PDD	4 th June 2019
5.	Opening of Proposals	On Proposal Due Date
6.	Letter of Award (LOA)	[Within 15 days of PDD]
7.	Signing of Agreement	Within 10 days of LOA
8.	Validity of Applications	90 days of Proposal Due Date

1.9. **Pre-Proposal Queries**

Prospective Applicants may address their queries to the nodal officer specified below:

Shri O.P. Thakur Senior Research Officer

Development Monitoring & Evaluation Office (DMEO)

C-022, 5th Floor, NITI Aayog, Sansad Marg

New Delhi, 110001

Email: <u>dmeoeval-niti@gov.in</u>

Phone: 011 - 23045133

1.10. **Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be:

Date: 20th May 2019

Time: 10:00 hrs

Venue: To be communicated on the NITI Aayog website

Further details regarding the Pre-proposal will be updated on the official website of the Authority. Applicants may register for the same on or before 18th May 2019 by submitting the following details at the email address mentioned in clause 1.11: Name, Designation, Company, Mobile number, Email Address, Sectors/Packages of interest.

1.11. Communications

1.11.1. All communications including the submission of Proposal should be addressed to:

Shri O.P. Thakur Senior Research Officer Development Monitoring & Evaluation Office (DMEO) C-022, 5th Floor, NITI Aayog, Sansad Marg New Delhi, 110001

Email: dmeoeval-niti@gov.in

Phone: 011 - 23045133

1.11.2. The Official Website of the Authority is:

http://www.niti.gov.in

Note: Please open www.niti.gov.in/tenders/ to access all the posted and uploaded documents related to this RFP.

1.11.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP for Consultancy for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3. The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4. Key Personnel

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of the following key personnel (the "Key Personnel"). The key personnel will comprise of core team and non-core team who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities				
Core Team (Expected to be d	Core Team (Expected to be deployed full time over the entire duration of the assignment and				
to be scored as a part of the bi	d evaluation)				
Team Leader (the "Team	S/He will lead, co-ordinate and supervise the				
Leader")	multidisciplinary team for preparation of the Evaluation				
	Study, and act as a focal point to the Authority throughout the				
	duration of the Consultancy for the specific sector.				
	S/He will be responsible for:				
	 Overall execution of the consultancy assignment. 				
	Accountable leadership providing guidance, problem				
	solving support and leading discussions with senior				
	stakeholders				
	• Ensure all deliverables and milestones are				
	satisfactorily delivered				
	Provide insights from experience in Social sector				
	projects, PSU/Govt. work, large scale projects.				

Deputy Team Leader	 S/He will assist the Team Leader in leading, co-ordinating and supervising the multidisciplinary team for preparation of the Evaluation Study. S/He will be responsible for: Leading day-to-day management of the team Project management of the project as per agreed activities, timelines and deliverables Communication related activities Defining the detailed work plan, and managing the team of consultants against the work plan Drive discussions with senior officials in the Govt at Centre and State level Working with the client project team and stakeholders Sending periodic updates, and highlighting challenges in project execution
Monitoring and Evaluation Expert	 S/He will be responsible for: Designing the overall study approach to synthesize sectoral analysis and the CSS scheme-wise analysis. Organizing and overseeing the use of qualitative and quantitative evaluation techniques Designing a meta-analysis plan based on the secondary data (including NITI Aayog's Output-Outcome Monitoring data). Designing primary data collection tools like discussion guides for focus group discussions, agenda for indepth interviews and household-level survey questionnaires and prepare a data analysis plan. Ensuring data quality of the primary data collected and the use of latest analytical tools for qualitative and quantitative data analysis
Economist	 S/He will be responsible for Providing economic perspectives on all aspects of the project, including poverty alleviation, Providing analysis, insights and inputs focusing on the cross-sectional themes of direct/indirect employment generation, impact on and role of private sector, community and civil society in the scheme.
Gender & Nutrition Lead	 S/he will be responsible for: Providing analysis plan, meta-analysis, questionnaire and discussion guide design, analysis of secondary and primary data, mid-term and final evaluation report review, sector specific synthesis and recommendations, etc. among others. Providing insights into various aspects of the sector such as nutrition outcomes and women safety etc. S/he will be responsible for steering other experts in the sector who may be engaged during the course of the

be deployed based on approach and methodology adopted airements of the client, but not to be evaluated as a part of
 S/He will provide: Financial analysis and support throughout the project. Analysis, insights and inputs focussing on the cross-sectional theme of Public expenditure tracking. S/He will spend at least 30 (thirty) days on the Project.
S/He will be responsible for providing basic statistical rigour in developing methodology including sampling, questionnaires, data analysis from primary and secondary sources. S/He shall spend at least 30 (thirty) days on the Project.
 S/He will be responsible for Providing expertise on dealing with government stakeholders across the system, from village level upwards, institutional arrangements, fund flows etc. Providing analysis, insights and inputs focussing on the cross-sectional themes of accountability and transparency, reforms and regulations, human resource, capacity building etc. S/He shall spend at least 40 (forty) days on the Project.
 S/He will be responsible for: Providing expertise on assessing the integration of gender and social inclusion concerns, i.e., gender mainstreaming, attitudes towards gender etc, in the programmes, particularly in terms of equity. Providing analysis, insights and inputs focussing on the cross-sectional themes of gender mainstreaming, inclusion of SC, ST, OBC, Minorities, Person with disabilities etc. S/he will be responsible for providing subject matter/sector/domain expertise of the proposed Project; analysis plan preparation, meta-analysis, questionnaire and discussion guide design, analysis of seocndary and primary data, mid-term and final evaluation report review, sector-specific synthesis and recommendations, etc. among others S/He shall spend at least 50 (fifty) days on the Project.

Environment, Climate Change & Sustainability Specialist	 S/He will be responsible for providing: Expertise on assessing the integration of environmental sustainability and climate change in the programmes. Analysis, insights and inputs focusing on the cross-sectional themes of Climate change and sustainability S/He shall spend at least 20 (twenty) days on the Project.
Information Technology Specialist	 S/He will be responsible for: Providing database support, standardization etc. Reviewing and assising application of IT for project implementation, M&E etc. Ensuring IT-based primary data collection, surveys etc. Providing analysis, insights and inputs focusing on the cross-sectional themes of use of IT/Technology in driving efficiency. S/He shall spend at least 20 (twenty) days on the Project.
Safeguards Specialist	S/He will be responsible for: • Assessing environmental and social risks in the schemes under the sector • Recommending minimization and mitigation measures to address adverse project impacts/negative externalities on people and the environment. S/He shall spend at least 10 (ten) days on the Project.
Nutrition Expert	 S/he will be responsible for: Providing analysis plan, meta-analysis, questionnaire and discussion guide design, analysis of secondary and primary data, mid-term and final evaluation report review, sector specific synthesis and recommendations, etc. among others. Providing insights into various aspects of the sector such as nutrition outcomes and women's safety etc. S/he shall spend at least 30 (thirty) days on the Project.
Communication and Extension Expert	 S/he will be responsible for: Providing analysis plan, meta-analysis, questionnaire and discussion guide design, analysis of secondary and primary data, mid-term and final evaluation report review, sector specific synthesis and recommendations, etc. among others. Providing insights into various aspects of the sector

such as beahaviour change, nutrition outcomes, women's safety etc. S/he shall spend at least 30 (thirty) days on the Project.

2.2. Conditions of Eligibility of Applicants

- 2.2.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- (A) **Technical Capacity**: The Applicant should be a Private/ Public limited company or partnership firm or expert institution with operations in India. Individuals are not eligible to participate in this RFP. The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 3 (three) Eligible General Assignments and 1 (one) Eligible Specific Assignments as specified in Clause 3.1.4. The Applicant (Bidder) should not have been blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment
- (B) **Financial Capacity**: The Applicant shall have received a minimum income of Rs. 50 (fifty) crores per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Core Team (Expected to be deployed full time over the entire duration of the assignment and be scored as a part of the bid evaluation)			
Team Leader	Postgraduate degree in Public Policy, Economics, Statistics, Sociology, Population Studies or related field(s). Any coursework or Diploma/ Degree in M&E,	15 years	S/he should have led the team for 2 (two) Eligible General Assignments and 1 (one) Eligible Specific Assignment. S/he should have an experience of minimum 5 years in WCD

	project management and/or evaluation research will be preferred.		sector
Deputy Team Leader	MBA or Postgraduate Diploma in Management or equivalent. Diploma/training courses in M&E or Evaluations research preferred.	12 years	S/He should have participated in at least 2 (two) Eligible General Assignments and been deputy leader of 1 (one) Eligible Specific Assignment.
Monitoring and Evaluation Expert	Postgraduate degree in International Development, Economics, Econometrics, Political Science, Statistics or related field. Diploma/training courses in M&E or Evaluations research preferred.	10 years	S/He should have undertaken M&E advisory and analysis for at least 1 (one) Eligible General Assignments and 2 (two) Eligible Specific Assignment.
Economist	Postgraduate degree, preferably PhD, in Economics, Econometrics or related fields.	10 years	S/He should have undertaken economic advisory and analysis for at least 2 (two) Eligible General Assignments and 1 (one) Eligible Specific Assignment. Experience in population studies, demographics will be preferred
Gender & Nutrition Lead	Postgraduate degree in Gender Studies, Psychology, Social Work, Counselling or related field(s). Ph.D. is preferred. and/or	10 years	S/He should have undertaken Subject Matter advisory and analysis for 2 (two) Eligible General Assignments and 1 Eligible Specific Assignment.
	Postgraduate degree in Food & Nutrition, Public Health, Public Nutrition, Food Technology or related field(s). Ph.D. is preferred		
Non-core Team (To be deployed based on approach and methodology adopted for the assignment and requirements of the client, but will not be evaluated as a part of the bid)			
Finance	Postgraduate degree in	10 years	S/He should have

Specialist	Finance, Economics, Development Economics, Public Finance or Bachelors with CA/ ICWA or related fields		undertaken financial analysis for 2 (two) Eligible General Assignments
Statistician	Postgraduate degree in Statistics, Economics, Econometrics, Mathematics or related fields	10 years	S/He should have undertaken statistical analysis and advisory for 2 (two) Eligible General Assignments and 1(one) Eligible Specific Assignment. S/he must have experience in designing and running household surveys.
Public Institution Specialist	Postgraduate degree in Public Policy, Governance, Public Administration or related fields or Post graduate degree in any discipline with at least 5 years of experience in Public Administration/Public Policy	7 years	S/He should have undertaken policy analysis /public administration advisory for 2 (two) Eligible General Assignments.
Gender and Social Inclusion Specialist	Postgraduate degree in Gender Studies, Psychology, Social Work, Counseling or related field(s). Ph.D. is preferred	10 years	S/He should have undertaken gender mainstreaming/social inclusion advisory and analysis for 2 (two) Eligible General Assignments
Environment, Climate Change & Sustainability Specialist	Postgraduate degree in Sustainability, Sustainable Development, Enviromental Sciences, Environmental Engineering, Environmental Planning or related fields	7 years	S/He should have undertaken sustainability advisory and analysis for 2 (two) Eligible General Assignments
Information Technology Specialist	B.Tech/ B.E. or equivalent in Information Technology, Computer Applications OR Masters in Computer Applications or related fields	7 years	S/He should have undertaken technological support for 2 (two) Eligible General Assignments

Safeguards Specialist	Postgraduate in Anthropology, Sociology, Applied Social Science or other related fields.	7 years	S/He should have undertaken safeguards/risk advisory and analysis for 2 (two) Eligible General Assignments
Nutrition Expert	Postgraduate degree in Food & Nutrition, Public Health, Public Nutrition, Food Technology or related field(s). Ph.D. is preferred.	10 years	S/He should have undertaken Subject Matter advisory and analysis for 2 (two) Eligible General Assignments
Communication and Extension Expert	Postgraduate degree in Communications & Extension, Mass Communication or related field(s). Ph.D. is preferred.	10 years	S/He should have undertaken Subject Matter advisory and analysis for 2 (two) Eligible General Assignments

- 2.2.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors²\$ stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4. The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6. An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

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²\$ No separate annual financial statements should be submitted.

2.3. Conflict of Interest

- 2.3.1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine preestimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2. The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - the Applicant, its consortium member (the "Member") or Associate (or any (a) constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or subcontractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or subcontractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and

with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4. An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4. Number of Proposals

RFPs have been invited for evaluation of schemes divided across 10 sectors: : (1) Agriculture, Animal Husbandry and Fisheries (2) Women and Child Development (3) Human Resource Development (4) Urban Transformation (5) Rural Development (6) Drinking Water and Sanitation (7) Health (8) Jobs and Skills (9) Water Resource, Environment and Forest (10) Social Inclusion, Law and order & Justice Delivery.

No Applicant or its Associate shall submit more than one Application per sector/package for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application for the same sector/package either individually or as a member of any consortium, as the case may be. An Applicant may submit proposal for more than one sector/package, in which case, the Applicant will submit separate technical and financial bids under the respective RFP for each of such sectors/packages. However, no Applicant shall be selected for more than 5 (five) sectors/packages, of which only 3 (three) may be as Lead Member.

2.5. Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. **Verification of information**

Applicants are encouraged to submit their respective Proposals after verification of the schemes, guidelines etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

2.7. Acknowledgement by Applicant

- 2.7.1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
 - (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.7.2. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9. Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 Terms of Reference
- 2 Form of Agreement
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Estimate of Personnel Costs
 - Annex-4: Approved Sub-Consultant(s)
 - Annex-5: Cost of Services
 - Annex-6: Payment Schedule
 - Annex-7: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

- Form-1: Letter of Proposal
- Form-2: Particulars of the Applicant
- Form-3: Statement of Legal Capacity
- Form-4: Power of Attorney
- Form-5: Financial Capacity of Applicant
- Form-6: Particulars of Key Personnel
- Form-7: Proposed Methodology and Work Plan
- Form-8: Abstract of Eligible Assignments of Applicant
- Form-9: Abstract of Eligible Assignments of Key Personnel

Form-10: Eligible Assignments of Applicant

Form-11: Eligible Assignments of Key Personnel

Form-12: Curriculum Vitae (CV) of Key Personnel

Form-13: Deployment of Personnel

Form-14: Survey and Field Investigations

Form-15: Proposal for Sub-Consultant(s)

Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

2.10. Clarifications

2.10.1. Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for (name of Assignment)"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11. Amendment of RFP

2.11.1 At any time prior to

- 2.11.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.
- 2.11.2. All such amendments be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.11.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date³\$.

³\$ While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12. Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Proposal

- 2.13.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2. The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.13.3. The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:
 - (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4. Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no

amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14. Technical Proposal

- 2.14.1. Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").
- 2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - (a) The Bid Security is provided;
 - (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - (d) CVs of all Professional Personnel have been included;
 - (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
 - (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
 - (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - (i) Professional Personnel proposed have good working knowledge of English language;
 - (j) Key Personnel would be available for the period indicated in the TOR;
 - (k) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
 - (1) the proposal is responsive in terms of Clause 2.22.3.
- 2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

- 2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6. The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7. An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15. Financial Proposal

2.15.1. Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item [G] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

- 2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - (iii) Costs (including break down of costs) shall be expressed in INR.

2.16. **Submission of Proposal**

- 2.16.1. The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 2.16.2. The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:
 - "Do not open, except in presence of the Authorised Person of the Authority"
 - If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 2.16.3. The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **'Technical Proposal'** and the other clearly marked **'Financial Proposal'**. The envelope marked "Technical Proposal" shall contain:
 - (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
 - (ii) Bid security
 - (iii) as specified in Clause 2.20.1

- The envelope marked "Financial Proposal" shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).
- 2.16.4. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.16.5. The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy for Evaluation of Centrally Sponsored Schemes in Package 2 Women and Child Development Sector by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted at or before 11:00 hrs on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000 (one lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of PAO, NITI Aayog payable at New Delhi (the "Bid Security"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
 - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
 - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

- 2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
 - (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
 - (c) if the Selected Applicant commits a breach of the Agreement.
- 2.21.2 An amount equal to 10% (ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

- 2.22.1 The Authority shall open the Proposals at 14:00 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
 - (a) the Technical Proposal is received in the form specified at Appendix-I;
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
 - (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
 - (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (f) it contains all the information (complete in all respects) as requested in the RFP;
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.

- 2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

clarification, Information relating to the examination, evaluation, recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority 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 Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the

Proposal is not rejected, the Authority may proceed to evaluate the Proposal 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 Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

- 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services within 3 (three) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc, relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the study shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed off or given to any other organization/individual, unless so approved by the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- 3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, s/he would have to be replaced within 2 (two) working days during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	25	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible General and Specific Assignments; (ii) overall professional income, experience and capacity of the firm.
2.	Proposed Methodology and Work Plan	10	Evaluation will be based on the quality of submissions.
3.	Relevant Experience of the Key Personnel	65	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for the comparative size and quality of Eligible Assignments

3(a)	Team Leader	20	
3(b)	Deputy Team Leader	15	
3(c)	Monitoring and Evaluation Expert	10	
3(d)	Economist	8	
3(e) Gender and Nutrition Lead		12	
	Grand Total	100	

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments shall be deemed as eligible assignments (the "**Eligible Assignments**") as follows:

- (i) Advisory/consultancy assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the "Eligible General Assignments")
- (ii) Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the "Eligible Specific Assignments")

Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs. 50 (fifty) lakhs for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

Provided further that if the Applicant firm is taking credit for an Eligible Specific Assignment, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs. 20 (twenty) lakhs.

Note: Applicants **cannot** provide the same assignment(s) under both General and Specific assignments mentioned above

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F) .
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.
- 3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \text{ x F}_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

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 in this RFP, the Authority shall reject a Proposal 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 (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority 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, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly 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 Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - "corrupt practice" means (i) the offering, giving, receiving, or soliciting, (a) directly or indirectly, of anything of value to influence the action 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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) "**fraudulent practice**" means a misrepresentation or omission 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 persons 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 Authority 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-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have downloaded the RFP document from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority 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 in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, 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 Authority 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 Proposal, the Applicant agrees and releases the Authority, 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 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1 (See Clause 1.1.3)

Consultancy for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector

Terms of Reference (TOR)

for

TECHNICAL CONSULTANT

Contents

- 1. Background of the Sector
- 2. Objectives of the Evaluation Study
- 3. Approach
- 4. Scope of Services
- 5. Primary Data Collection Methodology
- 6. Listing of Stakeholders to be Consulted
- 7. Time Schedule
- 8. Deliverables and Timelines
- 9. Payment Schedule
- 10. Indicative Structure of the Final Evaluation Report
- 11. Support from NITI Aayog
- 12. Reporting
- 13. Meetings
- 14. Miscellaneous

<u>Terms of Reference (TOR) for Consultancy for Evaluation of Centrally Sponsored</u> <u>Schemes in Package 2 – Women and Child Development</u>

1. Background of the Sector

The National Development Agenda, unanimously agreed upon by all the State Chief Ministers and Lieutenant Governors of Union Territories in 2015, had, inter alia, identified Women and Children as one of the priority sectors. In order to achieve the National Development Agenda, it is imperative to make rapid improvement in this sector. The sector clearly maps with Sustainable Development Goal 5, Gender Equality, but. in its form. current also spans Sustainable Development Goal 2: End hunger, Sustainable Development Goal 3: Good health and well-being, Sustainable Development Goal 4: Quality Education, and Reduce Sustainable Development Goal 10: inequality.

There still exists a wide gap between the goals enunciated in the Constitution, legislation, policies, plans, programmes, and related mechanisms on the one hand and the situational reality of the status of women and children in India, on the other.

- a) The current female Labour Force Participation Rate is 23.7 per cent a strong decline in rural areas, down from 49.7 per cent in 2004-05 to 26.7 per cent in 2015-16 ⁵
- b) The Child Sex Ratio (CSR) has declined from 927 in 2001 to 918 in 2011.⁶
- c) According to National Family Health Survey-4 (NFHS-4), 2015-16, over one-third of all under-five children are stunted (low height-for-age), every fifth child is wasted (low weight-for-height), and more than 50 per cent of the children are anemic.
- d) According to the National Family Health Survey (NFHS)-4, despite improvements, only 58.6 percent of mothers had received an antenatal check-up in the first trimester and 51.2 percent of mothers had undergone at least four antenatal care visits.
- e) NFHS-4 estimates that one out of every two pregnant women is anemic.

The Ministry of Women and Child Development runs various programs for Women Welfare & Empowerment, Child Development & Protection and Gender. Currently the progress made under the various programs is as under:⁷

⁴ http://social.niti.gov.in/health-index

⁵ World Development Indicators database, World Bank. Accessed May 16, 2018.

⁶ https://wcd.nic.in/bbbp-schemes

⁷ http://pib.nic.in/newsite/PrintRelease.aspx?relid=187560

i. Umbrella - ICDS

Under the Integrated child development services- Core Anganwadi Services, there are 14 lakh Anganwadi Centres sanctioned across the country out of which 13.63 lakh AWCs are operational. All districts have been covered by POSHAN Abhiyaan activities with funds amounting to Rs 2122.27 crore released to States/UTs in FY 2017-18 and 2018-19. 65.20 Lakh beneficiaries have been enrolled under *Pradhan* Mantri Matru Vandana Yojana. In the year 2018-19, the Ministry has assisted 1508 Homes, 335 Specialized Adoption Agencies (SAAs) and 267 Open Shelters through State Governments/UT Administrations, along with 719 Child Welfare Committees and 709 Juvenile Justice Boards have been set up across the country⁹. Against the outlay (R.E.) of Rs. 250 crores for the year 2018-19, expenditure of Rs. 162.19 crores has been incurred (as of 07.01.2019). The detailed list of programmes covered under Umbrella **ICDS** Appendix presented in

ii. Mission for Empowerment and Protection of Women

Currently, Beti Bachao Beti Padhao (BBBP) is being implemented on All India basis covering 640 districts (as per Census 2011) across the country. Out of 640 districts, 405 districts are covered under multi-sectoral activities along with Media Advocacy and the remaining 235 districts are covered under alert media advocacy & outreach activities only. 10 240 One Stop Centres (OSCs) have become operational. offering support to over 1.93 Lakh women. Women helplines have become operational in 31 States/UTs and managed more than 20.23 lakh calls. Mahila Shakti Kendras Scheme is approved for implementation in 22 States/UTs. Expenditure under the scheme for the year 2018-19 stood at Rs. 56.91 crores against the plan scheme outlay (R.E) of Rs. 115.00 crores. ¹¹The detailed list of programmes covered under Umbrealla ICDS is in Appendix IV.

Implementation Mechanism:

The implementation mechanisms for these schemes are as follows:

- Schemes are carried out with the objective of covering welfare and support services, training for employment and income generation, awareness generation and gender sensitization.
- Funds are released from the Government of India (GoI) to States as Central's share under the CSSs through the PFMS. CSS scheme have Financial Grant Ratios of 60:40 as a share of Centre & State for General Category States. The ratio for NE and Himalayan States stands at 90:10 and 100 % for Union Territories.

https://wcd.nic.in/sites/default/files/Annual%20Report%20Abridged.pdf

https://wcd.nic.in/sites/default/files/Annual%20Report%20Abridged.pdf
11 Annual Report MoWCD 2018 (Abridged) -

https://wcd.nic.in/sites/default/files/Annual%20Report%20Abridged.pdf

⁸ https://icds-wcd.nic.in/nnm/home.htm

⁹ Annual Report MoWCD 2018 (Abridged) -

¹⁰ Annual Report MoWCD 2018 (Abridged) -

- The CSS schemes of the Health Sector are being implemented with a tiered structure (Central Ministries, State Department level, District and Block level, District Hospitals, CHC/U-CHC, PHC/U-PHC, Sub Centres, PRI, village level institutions/committees) and subsequently the groups/beneficiaries) at the scheme level.
- Ministry of Women & Child Development is implementing 17 Schemes / Scheme Components in DBT mode using Aadhaar as the primary identifier. Scheme specific Web-based Common Application Softwares (CAS) / Management Information Systems (MIS) have been developed and rolled out pan-India for capturing beneficiary data, bank details, Aadhaar number, mobile number, Aadhaar validation and fund transfer by States/UTs/Implementing Agencies.

The shortage of trained human resources, lack of adequate infrastructure, governance challenges, limited convergence across various Ministries/Departments remains a key challenge to improving maternal health outcomes. Inadequate and poor-quality food is an important, but not the only, cause of undernutrition. Improvements in key economic and social factors are also major contributors in improving maternal health education, socio-economic status, sanitation etc Regional inequalities where different states have unique challenges associated with them. ¹³

Rationale for Evaluation: Multiple evaluations such as the Program Evaluation Office's Evaluation Study of *Anganwadis Under ICDS* ¹⁴ revealed infrastructure constraints - shortage of space and unsuitable accommodation. Another study by Planning Commission on ICDS ¹⁵ highlighted the regional disparity in the outcomes and impact of ICDS on behavioural changes in target groups. Findings of the study warranted that ICDS needs restructuring for realisation of its potential and a greater degree of convergence with other programs of Ministries/Departments.

While above studies evaluate particular schemes, an umbrella level approach of ICDS, POSHAN Abhiyan and Mission for Protection and Empowerment for Women along with interlinkages between them is needed. As India moves forward to realize goals of national priority with minimum government and maximum governance, there is a need to provide focused government intervention and this necessitates an integrated Sector-level study. Such a sectoral level evaluation will help in rationalization of schemes to provide strategic input to unlock growth potential of the sector while integrating different programmes and holistically approach sector development agenda.

The intent of the proposed evaluation study covering Umbrella CSS (Umbrella ICDS and Mission for Protection and Empowerment for Women) will be more strategic rather granular to determine the overall impact. Hence it intends to capture broader canvas of effectiveness, efficiency, employment generation, scope for skill developments, value additions, opportunities to bring innovation and sustainability to

¹² http://pib.nic.in/newsite/PrintRelease.aspx?relid=187560

http://niti.gov.in/writereaddata/files/Strategy_for_New_India.pdf

http://niti.gov.in/writereaddata/files/document_publication/report-awc.pdf

http://planningcommission.nic.in/reports/peoreport/peo/peo_icds_vol1.pdf

assess the overall sectoral impact in national economy. The sectoral evaluation period will be 2015-16 to 2018-19. The detailed objectives for the study are as follows.

2. Objectives of the Evaluation Study

a. Sectoral analysis:

- To assess the status of the women and child sector performance in the country in terms of reduction of stunting, under-nutrition, reducing anaemia, low birth weight babies; rehabilitation of at-risk women and children, and other intended outcomes in the nutrition, women and child health. To assess the following: (a) effect of financial transfers on social, health and economic outcomes (b) examine difference in the nutritional status of between the beneficiaries and eligible non-beneficiaries (c) feasibility and acceptability of introducing changes in financial norms such as performance-based incentives (d) assess the quality of interventions focusing on out-of-school adolescent girls (e) assess access, availability, service delivery, and satisfaction of the target beneficiaries (f) measures taken by States/UTs to ensure a protective environment for children and women (g) adherence to guidelines for effective implementation of programs (h) nature of re-integration and mainstreaming of the affected population(women & child) (i) functioning and operations of shelter homes, adoption centres, rehabilitation centres (j) improvements due to IEC components (k) infrastructure gaps under various schemes – quality and quantity.
- ii. To qualitatively and quantitatively **map the intended and actual contribution** of Umbrella schemes and each CSS scheme under the Umbrella schemes to health sector outcomes.

b. Umbrella and Scheme level analysis:

- i. To assess the Umbrella schemes and each CSS scheme on the Relevance, Effectiveness, Efficiency, Sustainability, Impact¹⁶ and Equity framework.
- ii. To assess the Umbrella schemes and each CSS scheme on various crosssectional themes as elaborated in the next section, as well as unintended consequences/negative externalities of programme implementation. Existing mechanisms such as environmental and social safeguards within the scheme design to mitigate these risks may be assessed as well.
- c. To identify and highlight scalable best practices and home-grown innovations, if any, create case studies for further dissemination
- d. Programme Harmonization:

¹⁶ ECG. 2011. Good Practice Standards for Public Sector Operations. Washington, DC: (https://www.ecgnet.org/documents/4794/download)

- i. To **provide recommendations** based on the synthesis of sectoral and schemelevel analysis, on the need to continue the schemes in their existing form, modify, scale-up, scale-down or close down the schemes
- ii. To suggest revisions in the scheme/schemes design for the effective implementation in future, if modification is recommended

3. Approach

- a. The **sectoral analysis** will be driven by the meta-analysis of secondary data, and validated through the primary data collection.
 - i. **Gaps in the broad sectoral outcomes** where national priorities/SDGs are not being addressed either due to absence of interventions or non-performance of existing schemes/interventions. For gap analysis, new schemes and initiatives announced in 2019-20 may also be considered.
 - ii. **Convergence** of the scheme, both intended and actual, to other developmental programmes of the Central and the State Governments as well as with private sector, CSR efforts, international multilateral and bilateral aid, etc.
- b. The **Umbrella and scheme-level analysis** will be based on triangulation of primary and secondary data, as outlined in the methodology. It will include an assessment of the relevance, effectiveness, efficiency, equity and sustainability of the Umbrella schemes and CSS schemes. Details on this framework are available in the Guidelines for Evaluation placed at Appendix IV. In line with this understanding, the following aspects will have to be assessed as a part of the analysis:
 - i. **Input use efficiency** of ICDS, PMMVY, POSHAN Abhiyan, Mission for Empowerment of Women, Child Protection Services, Scheme for Adolescent Girls, National Creche Scheme, Beti Bachao Beti Padhao etc in terms of i.e. institutional mechanism, fund flow (adequacy & timeliness) & utilization through public expenditure tracking, planning process (top-down and bottom-up), policy guidelines and human resources allocated for the implementation of the schemes at central, state, district, block, and village, mechanisms to identify and reward best practices within the scheme design as well as Monitoring & Evaluations systems
 - ii. **Coverage** of the PMMVY, Child Protection Services, Scheme for Adolescent Girls, National Creche Scheme, Beti Bachao Beti Padhao, Shelter homes, working women hostels etc in terms of eligible beneficiaries, geographies etc. and analyse the reasons for non-coverage, if applicable. Also, to analyse the coverage of the poorest households and vulnerable groups in case of ICDS and PMMVY etc.
 - iii. **Key bottlenecks/issues & challenges** in the **implementation mechanism** like governance mechanism, capacity constraints at state, district & block & below block level i.e. both technical and administrative, supporting stakeholder &

community engagement, timeliness, regularities, IEC, supply chain mechanism, sufficiency of supplies, on-ground coordination with other programmes/departments e.g. with Ministry of Health and Family Welfare, water and sanitation and issues in the bottom-up district-level planning

- iv. **Quality of assets created/services provided** in PMMVY, Child Protection Services, Scheme for Adolescent Girls, National Creche Scheme, Working Women's hostels, Swadhar Greh, Ujjawala, One Stop Centres and see how far these assets/services benefited the end beneficiaries.
- v. **Quality of care and status of compliance** with the prescribed national quality standards for each level of care service delivery (nutrition and for safety of women and child) and suggest solutions to strengthen the same.
- vi. **Convergence** within and across Umbrella schemes and CSS schemes, and **gaps in sectoral outcomes** (as in the top-down approach)
- vii. To assess the views and perceptions of beneficiaries and other stakeholders regarding respective schemes and also to understand the evolving aspirations of the beneficiaries in diverse settings.

For scheme-specific analysis and preparation of Appendix 2 of the Final Evaluation Report (as specified in para 10 of this TOR), the scheme-specific areas of inquiry in Appendix 4 of this RFP should also be taken into consideration.

c. Cross-sectional Thematic Assessment

The cross-sectional themes based on which the Umbrella scheme and each CSS scheme will be assessed may include:

- i. Accountability and transparency
- ii. Direct/indirect employment generation
- iii. Gender mainstreaming
- iv. Climate change & sustainability
- v. Role of Tribal Sub-Plan (TSP) and Scheduled Caste Sub-Plan component of the scheme in mainstreaming of Tribal and Scheduled Caste population
- vi. Use of IT/Technology in driving efficiency
- vii. Stakeholder & beneficiary behavioural change
- viii. Research and Development
 - ix. Unlocking synergies with other government programmes
 - x. Reforms & regulations
- xi. Impact on and role of private sector, community and civil society/NGOs in the scheme.

d. Prioritization of Schemes:

- **i.** For prioritization of schemes for evaluation, **two parameters** are to be taken into consideration: (i) duration of implementation, and (ii) budget allocation.
- **ii.** Based on **duration of implementation**, schemes can be classified into two categories: (a) those introduced prior to 14th Finance Commission cycle; and

- (b) those that were introduced during the 14th Finance Commission cycle. Schemes that were launched prior to 14th Finance Commission cycle (prior to 2015-16) are more amenable to full scale evaluation. For those schemes that are introduced during the 14th Finance Commission cycle (between 2015-16 to 2019-20), one needs to be cognizant that new schemes need time to be introduced, take off, and stabilize, and generally have to face a number of initiation challenges. This means, most of the schemes introduced in the 14th Finance Commission cycle have had only few years of full implementation, and therefore for these schemes a mid-term evaluation may be more relevant. Additionally, there are a few schemes that have been launched recently, in 2018-19, which can be categorized as 'new' schemes, for which a limited assessment of their progress till date could be conducted by the Consultant.
- iii. Schemes can also be classified based on the **budget outlay**. Of the 126 total schemes, 18 large schemes take up 80% of the CSS outlay, while 80 odd smaller schemes take up just 5%. Schemes with budget outlay less than Rs 3,000 crores cumulatively over five years (2015-16 to 2019-20) need to be particularly carefully evaluated from the perspective of Report of the Sub-Group of Chief Ministers on Rationalisation of Centrally Sponsored Schemes, 2015. Within these 80 small schemes, there are certain schemes that have zero budget allocations during 1-4 years of the evaluation period. The selected Consultant may confer with the concerned Ministry/Department the status of these schemes, and conduct a short analysis for the schemes that are proposed to be closed.
- iv. In addition, there are certain schemes which are empowered through **specific acts of legislation**. Assuming that these schemes will continue, evaluation of these legislatively-backed schemes should focus on input and process insights for improving the outcomes and impact of these schemes. This is particularly relevant for the women and child package with regards to Integrated Child Protection Scheme whose programs are envisioned under the Juvenile Justice (Care and Protection of Children) Act, 2000.

4. Scope of Services

- a. **Reference period of the study:** The sectoral evaluation will be for the period from 2015-16 to 2018-19.
- b. Based on meta-analysis and key informant interviews, and community and household surveys, the evaluation study will provide insights into reasons for success and failure of program design, institutional arrangements, human resources, political economy considerations, among others. The study will also provide strategic insights into:
 - i. Sector gaps both due to lack of specific interventions and failure or poor outcomes of existing schemes;
 - ii. Institutional and human resource failures and best practices;
 - iii. Institutional provisions for monitoring and evaluation;

- iv. Degree of adoption of outcome-output framework;
- v. Adoption of technology for effective program implementation;
- vi. Political economy constraints and program design constraints/provisions; among others.
- c. The analysis of sectoral performance and Umbrella programmes' contribution to this performance will primarily be based on meta-analysis whereas the individual CSS scheme-wise analysis will be based on the field study as well as scheme-wise secondary data analysis. The findings of scheme-wise analysis will feed into the broader Umbrella programme & sectoral findings through a synthesis of these sectoral and scheme-wise approaches.

d. Meta-Analysis

The meta-analysis will involve review of analysis of

- i. National and International development goals and sector documents;
- ii. Financial data on allocation and expenditures of the schemes;
- iii. Annual reports of the ministries for output and outcome assessment;
- iv. Available evaluation reports for output and outcomes assessment;
- v. Annual progress reports and implementation documents to assess the institutional arrangements;
- vi. Available evaluation reports done at the district and state level, for the states /districts covered under field study, if applicable;
- vii. Evaluations done by non-government agencies.
- viii. MIS Data available with the Ministry (Ministry of Women and Child Development, Ministry of Human Resource Development, Ministry of Drinking Water and Sanitation etc.)
 - ix. National Family Health Surveys

An indicative list of key documents to be referred to by the consultant is placed at **Appendix IV(C)**.

e. Field Study

- i. Designing of the discussions guides for focus group discussions, interview guides for in-depth interviews and structured questionnaires/schedules for household surveys.
- ii. Preparation of the analysis plan
- iii. Pre-testing and finalising the required tools in partnership with DMEO team
- iv. Establishment of a managerial structure for field operations
- v. Recruitment of investigators and training/capacity building of the field investigators
- vi. Putting in place appropriate IT hardware and application software for data collection and management.

- vii. Collecting and compiling the quality data from selected areas.
- viii. High quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules.
 - ix. Collation and data cleaning
 - x. Running data analysis and submitting cross-tabulations/summarizations
- xi. Preparation of draft report and conducting stakeholder consultations
- xii. Submission of final report and dissemination of the key findings
- xiii. Incorporating concurrent feedback into the workflow

5. Primary Data Collection Methodology

- a. A qualitative study backed with extensive meta-analysis will be conducted to provide a sectoral assessment. The qualitative study will consist of two main components:
 - i. <u>Key Informant Interviews & Focus Group Discussions</u> Herein, it is proposed that key informant interviews be held with officials from central ministries/departments, state-level implementing bodies and district and block level adminstration. Other stakeholders supporting implementation or indirectly involved in enabling the scheme's success, as well as opinion makers at the village level should also be interviewed. National level key informants should also include experts from recognized national level think tanks, institutions and prominent non-profit organizations.

Additionally, focus group discussions will be conducted, mostly at block and village level with diverse groups involving implementing stakeholders, opinion makers as well as selected beneficiaries.

- ii. <u>Household Surveys</u> A selected sample of household surveys shall be conducted to assess the beneficiary-level perspective of the programmes.
 - Since, various CSS schemes have different target groups; it is to be ensured that the sample & geography selection for Key Informant Interviews and household surveys factors in representation from each of the respective target groups/geographies.
- iii. <u>Institutions based surveys</u> In each selected district, the team should visit *Anganwadi* centres. Additionally, in each selected district, the team can visit the Women shelters, One Stop Centres etc.

A mixed approach of Quantitative (secondary data analysis) and Qualitative Analysis may be adopted. Quantitative Analysis may include the Secondary data Analysis (available through different Surveys and portals) before going for Qualitative Assessment. Also, the outcomes of the Secondary Data Analysis may be tested and validated with Household Data.

Additionally, the key information areas to be covered in the discussion guides/questionnaires for key informant interviews and household surveys should include data points included but not limited to NITI Aayog's Output-Outcome Monitoring Framework for corresponding schemes. This is further detailed in **Appendix IV** (**D**) of the RFP.

b. Sampling

The sample design for a household survey must be stratified in such a way that the sample actually selected is spread over geographic sub-areas and population sub-groups properly. The size of the sample must take account of competing needs so that costs and precision are optimally balanced. Given all India nature of the CSS scheme implementation, the sampling methodology will involve multi-stage, stratified and clustered features. In view of the sector level evaluation, the household surveys will have a general-purpose in scope, covering multiple topics of interest to the government. The sample plan must make use of clusters of households in order to keep costs to a manageable level but at the same time it must avoid being overly clustered. Keeping in view time frame and other factors, a non-probability judgmental and/or convenience sampling will be followed. The sample size can be based on a comparatively small proportion of the target population focused on several subjects. The survey managers may decide to base the sample size on being able to measure, reliably, a characteristic held by certain percent of the population dependent upon budget considerations.

An indicative sampling framework and minimum sample sizes for costing purposes is as follows:

Entire country can be divided into 6 geographical zones i.e. (i) North & Central, (ii) South, (iii) East, (iv) West, (v) North-East and (vi) Northern Hilly states.

Zone-wise list of states are mentioned in the table below:

Sr No.	Zone	States / UTs
1	North & Central	Chandigarh, Chhattisgarh, Delhi, Haryana, Madhya Pradesh, Punjab, Uttar Pradesh
2	South	Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana
3	East	Andaman & Nicobar Islands, Bihar, Jharkhand, Orissa, West Bengal
4	West	Dadra & Nagar Haveli, Daman & Diu, Goa, Gujarat, Maharashtra, Rajasthan
5	North East	Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura

	6.	Northern Hilly States	Jammu & Kashmir, Himachal Pradesh, Uttarakhand
ı		5	

A minimum of 11 States and 1 Union Territory are to be selected, of which each zone must be represented by at least one State. The State/UT selection criteria is to be proposed by the Consultant as a part of the Methodology and Work Plan in Appendix I Form 7. Subsequently, within each selected State/UT, all the districts will be classified into 2 to 3 strata based on key sectoral performance/index and a district or two can be selected from each strata; thereby taking the total no. of districts selected to a minimum of around 30-35 districts. In a similar way, 3-4 villages will be selected in each district using stratified sampling. Selection of a state, district or village in each strata can be based on either systematic random or probability proportional to size sample selection technique. Within each village, about 10 households will be selected which will cover eligible beneficiaries of one or more CSS covered in the sector.

Alternatively, in case of a study in Urban areas, all the cities/towns can be classified into 2 strata based on scheme performance on key outcomes and a town/city be selected from each strata; thereby selecting about 24 cities/towns across 12 selected states from 6 zones. In a similar way, all the wards within the city/town can be classified into 2-3 strata and a ward can be selected from each of these strata. Furthermore, about 10 households covering eligible beneficiaries of one or more CSS covered in the sector may be covered from each selected ward.

In case of UTs, a minimum of 1 district/town with 3-4 villages/wards should be selected and a minimum of 10 households from each village/ward should be covered.

Also, it should be ensured that Left Wing Extremism-affected (LWE) areas, aspirational districts and island areas are not inadvertently left out, if relevant.

However, it is important to note that <u>these numbers are indicative</u> and it is proposed that the <u>Consultant may suggest their methodology</u> best suited to meet the objectives of the evaluation. However, a minimum of about 850 key informant interviews, 150 focus group discussions and about 1500 household interviews should be conducted as a part of the field study.

c. Details on the Evaluation Framework & Guidelines are included in **Appendix IV(S)** of the RFP.

d. Mechanisms to ensure Data Quality

A multi-pronged robust process for quality control needs to be followed during data collection. The following aspects need to considered:

i. The field investigators to be engaged for conducting the household study & key informant interviews/FGDs should have at least 3 years of experience in

- conducting similar surveys/interviews. 2-step training (classroom and then on-the-field training) should be conducted for all field investigators.
- ii. It is recommended that pilots should be conducted on at least 2% of the sample size for both Key Informant Interviews as well as Household surveys to fine tune the inquiry tools. A brief on the learnings from such a pilot exercise and subsequent improvements in the tools/questionnaires should also be shared with NITI Aayog.
- iii. 100% data collected should be validated using a validation checklist. Missing data points should be recollected.
- iv. In case of household survey, at least 50% data should also be telephonically verified and if not verified via phone, back checks should be undertaken to ensure 50% data verification.
- v. Use of mobile-based, near real-time and geo-tagged data collection and validation tools should be done to ensure efficiency and accuracy in data collection. Access to the tools and data should be provided to the Authority.
- vi. Qualitative Assessment tools like NVivo, RQDA, CATMA, AQUAD and/or similar tools may preferably be used and record material for any future review.

6. Listing of stakeholders to be consulted

- a. An indicative list of stakeholders to be interacted with during the key informant interviews, FGDs, institutional household surveys is placed at **Appendix IV(B)**.
- b. An authority letter will be provided to the Consultant to accord the necessary permissions for accessing the requisite stakeholders.

7. Time Schedule

S No	Activity	Deadline
1	Release of RFP	6 th May 2019
2	Last date for receiving queries/requests for clarifications	16 th May 2019
3	Pre-Proposal Conference	20 th May 2019
4	Final date for submission of bids	4 th June 2019
5	Award of contract	19 th June 2019

The schedule is as follows:

8. Deliverables & Timelines

- a. Inception report with final scope, methodology and approach. This should also include findings from the meta-analysis and therefore the areas which will be further explored during field visits.
- b. Mid-term report with initial findings of the study.
- c. Draft evaluation report for stakeholder consultations.
- d. Final Evaluation Report after incorporation of inputs from all the concerned stakeholders.

All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with NITI Aayog. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from household surveys in MS Excel/CSV format.

Timelines for the above deliverables would be as follows:

Sr. No	Activity	Deadline
1	Award of contract	Т
2	Inception report	T+15 days
3	Finalization of inception report based on comments by NITI Aayog	T+17 days
4	Mid-term report	T+45 days
5	Sign-off on the mid-term report based on comments by NITI Aayog	T+48 days
6	Draft evaluation report	T+85 days
7	Comments on draft evaluation report by NITI Aayog	T+92 days

Sr. No	Activity	Deadline
8	Sign-off on the Final Evaluation Report	T+100 days

9. Payment Schedule

The payment schedule linked to the specified deliverables above is given below:

Key Date No.	Description of Deliverables	Week No.	Payment
KD1	Inception report approved by Authority	3	20%
KD2	Mid-term report approved by Authority	7	30%
KD3	Draft evaluation report	13	30%
KD4	Final Evaluation Report approved by Authority	14	20%
	Total		100%

Excludes the time taken by the Authority in providing its comments on the Draft evaluation report. The Consultant shall get one week for submission of the Final Evaluation Report after comments of the Authority are provided.

10. Indicative Structure of the Final Evaluation Report 17 :

- 1) Executive Summary
- 2) Introduction
- 3) Background to the Study
 - 3.1. Objectives of the Study
 - 3.2. Scope of the Study
 - 3.3. Structure of Report

4) Approach and Methodology

- 4.1. Overall Approach
- 4.2. Meta-analysis Methodology
- 4.3. Field Study Methodology
 - 4.3.1. Qualitative
 - 4.3.1.1.Stakeholder & geographical coverage
 - 4.3.1.2.Tools

¹⁷ This is an indicative structure, which will evolve through the project timeline.

4.3.2. Quantitative

- 4.3.2.1. Sampling Geographical coverage & respondent profile
- 4.3.2.2.Sample size
- 4.3.2.3. Sample selection
- 4.3.2.4.Tools

4.4.Limitations of the Study

5) Sector-level Analysis

(This section will be a synthesis of the findings from the meta-analysis and the field study. This should draw from the literature/desk review of evaluations studies, government reports, academic literature etc., as well as the granular Umbrella CSS and CSS level analysis.)

5.1. Background of the Sector

(This should include public/private structures and stakeholders; government interventions — State and Centre; trends, key drivers and dynamics within the sector, the sector's contribution to the economy and job creation, and levels of social inclusion in the sector etc.)

5.2. Performance of the Sector

(This should include sectoral performance on key metrics including the cross-sectional themes¹⁸ and performance against global benchmarks; the intended and actual performance of the government sector; contribution of Umbrella CSS, CSS, State, CS schemes and other noteworthy multilateral interventions etc. to sectoral outcomes)

5.3. Issues & Challenges

(This should outline what the key gaps and bottlenecks in the sector are and why they continue to exist. This will include a root cause analysis, implementation challenges, policy/structural challenges, negative externalities etc.)

5.4. Recommendations and Solutions

(These should be provided based on the pillars of Relevance, Effectiveness, Efficiency, Equity, Sustainability and Impact at <u>Sectoral level</u>, and should also correspond to the issues and challenges as identified above.)

- 5.4.1. Policy interventions including the cross-sectional themes
- 5.4.2. Legislative framework
- 5.4.3. Others

6) Umbrella CSS-level Analysis

(This section will be a synthesis of the findings from the meta-analysis and the field study. This should draw from the literature/desk review of evaluations studies, government reports, academic literature etc., as well as the granular CSS level analysis. There should be one chapter on each Umbrella CSS.)

¹⁸ Separate sub-sections should be provided for each of the cross-sectional themes as outlined in Paragraph 2 of the TOR. This is applicable across sections of the Indicative Report Structure where cross-sectional themes are mentioned.

6.1. Background of the Umbrella CSS

(This should include the origins, history and evolution of the Umbrella scheme; its objectives, structures and stakeholders; details of schemes under the Umbrella; intended contribution to sectoral performance and national and international goals etc.)

6.2. Performance of the Umbrella CSS

(This should include performance on key metrics including the Output-Outcome Framework and cross-sectional themes; the actual vs intended contribution of Umbrella programmes to sectoral performance, etc.)

6.3. Issues & Challenges

(This should outline what the key gaps and bottlenecks in the UCSS are and why they continue to exist. This will include a root cause analysis, implementation challenges, structural challenges, negative externalities etc. The aspects to be covered will include: governance, institutional mechanisms, convergence with other schemes and programmes, fund flow efficiency and utilization, capacity-building and M&E systems)

6.4. Recommendations and Solutions

(These should be provided based on the pillars of Relevance, Effectiveness, Efficiency, Equity, Sustainability and Impact at Umbrella CSS level, and should also correspond to the issues and challenges as identified above. The interventions should include modifications/deletions/additions required in the Umbrella CSS to fill sectoral gaps. Recommendations should be provided separately across the cross-sectional themes)

7) Conclusions

- 7.1. Summary of sectoral level issues & challenges
- 7.2. Sector Way Forward

8) References & Appendices

- 8.1. Appendix 1 Details of Key Informant Interviews and Household Survey
 - 8.1.1. Appendix 1a Details of Key Informant Interviews

Sr. No.	Concerned Umbrella CSS	Scheme	Date of Interaction	Name & Designation of the key informant interviewed

8.1.2. Appendix 1b – Details of Household Surveys

Sr. No.	State	District	Beneficiary type	Number of samples covered

8.2. Appendix 2 - Format for CSS scheme-level analysis 19

8.2.1. Scheme-level Analysis

(This section will be a synthesis of the findings from the meta-analysis and the field study. This should draw from the literature/desk review of evaluations studies, government reports, academic literature etc., as well as the granular CSS level analysis. There should be one section on each scheme.)

8.2.1.1.Background of the scheme

(This should include the origins, history and evolution of the scheme; its objectives, implementation structures and stakeholders; intended contribution to sectoral performance and national and international goals etc.)

8.2.1.2.Performance of the scheme

(This should include performance on key metrics including the Output-Outcome Framework and cross-sectional themes; the actual vs. intended contribution of schemes to sectoral performance, etc.)

8.2.1.3.Issues & Challenges

(This should outline what the key gaps and bottlenecks in the scheme are and why they continue to exist. This will include a root cause analysis, implementation challenges, structural challenges, negative externalities etc. The aspects to be covered will include: governance, institutional mechanisms, convergence with other schemes and programmes, fund flow efficiency and utilization, capacity-building and M&E systems)

8.2.1.4.Recommendations and Solutions

(These should be provided based on the pillars of Relevance, Effectiveness, Efficiency, Equity, Sustainability and Impact at CSS level, and should also correspond to the issues and challenges as identified above. The interventions should include modifications/deletions/additions required in the CSS to fill sectoral gaps. Recommendations should be provided separately across the cross-sectional themes)

8.3. Appendix 3 - Case Studies

¹⁹ This section is applicable only where there is more than one scheme under the Umbrella.

The case studies should be identified using the criteria of effectiveness, efficiency, relevance, ethical soundness, scalability, sustainability and partner & community engagement and political commitment²⁰. Kindly refer to the Chapter 1, 2 and 3 of the WHO Guidelines mentioned in the footnote for identifying and documenting best practices.

It is to be ensured that Final Evaluation Report submitted is in the proper format, well-designed and readable.

11. Support from NITI Aayog

A detailed list of scheme-specific information required for better contextual understanding of the Consultant is given in **Appendix IV** of the RFP.

12. Reporting

- 1. The Consultant will work closely with the Authority. The Authority has established a Working Group (the "WG") to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 2. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- 3. The Consultant will make a presentation on the inception report, mid-term report and draft evaluation report for discussion with the WG at a meeting. This will be a working document. The Consultant is required to prepare and submit a weekly update that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 4. Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 5. The Deliverables will be submitted as per schedule provided in this RFP.

13. Meetings

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority's office. The expenses towards attending such meetings during the period of Consultancy, including travel costs and per diem, shall be reimbursed in accordance with the Financial Proposal contained in Form–2 of Appendix-II of the RFP. The days required to be spent at the office of the Authority shall be computed at the rate of 8 (eight) man hours a day in case of an outstation Consultant. For a Consultant having its

²⁰ WHO: A Guide to Identifying and Documenting Best Practices in Family Planning Programmes (https://www.who.int/reproductivehealth/publications/family_planning/best-practices-fp-programs/en/)

office within or near the city where the Authority's office is situated, the time spent during meetings at the Authority's office shall be calculated as per actuals. No travel time shall be payable.

14. Miscellaneous

- a. The Consultant shall have/establish an office in Delhi/NCR, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 16 (sixteen) weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office or field locations any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office.
- b. The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.
- c. All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables (Paragraph 4). The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and execution of the Agreement or 52 (fifty two) weeks from the Effective Date, whichever is earlier. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

SCHEDULE-2 (See Clause 2.1.3)

AGREEMENT

FOR

Consultancy for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector

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AGREEMENT

Consultancy for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector

	This	AGREEN	MENT (h	ereinafter	called	the	"Agreen	nent")	is	made	on	the
		day of t	he month	of	20	, betw	een, on	the one	han	d, the l	Presid	dent
of Indi	of India acting through Development Monitoring & Evaluation Office (hereinafter called the											
"Auth	ority"	which ex	xpression	shall incl	lude the	eir res	pective	success	sors	and p	ermi	tted
assigns	s, un	less the	context	t otherwi	ise rec	quires)	and,	on	the	other	: ha	and,
				(hereinafte	er called	the "C	Consulta	nt" wh	ich (express	sion s	hall
include	e their	respective	successor	s and perm	nitted as	signs).						

WHEREAS

- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) "Additional Costs" shall have the meaning set forth in Clause 6.1.2;
 - (b) "Agreement" means this Agreement, together with all the Annexes;
 - (c) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
 - (d) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

- (e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- (f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) "**Dispute**" shall have the meaning set forth in Clause 9.2.1;
- (h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) "Government" means the Government of;
- (i) "INR, Re. or Rs." means Indian Rupees;
- (1) "**Member**", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them:
- (n) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (p) "**RFP**" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (q) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) "**Sub-Consultant**" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) "**Third Party**" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.
 - All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.
- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
 - (a) Agreement;
 - (b) Annexes of Agreement;

- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority;

provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Tel:
Mobile:

.

	Email:
1.10.3	The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:
	Tel:
	Mobile:
	Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 3 (three) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken

all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 **Termination of Agreement**

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clause 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.
- 3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, 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 removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (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 or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority 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.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

- 3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
 - (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
 - (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
 - (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.
- 3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:
 - (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
 - (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
 - (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed

inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the person days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Resident Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the

additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

(a) No Mobilisation Advance shall be paid.

- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "**Due Date**"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) 10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon execution of the Agreement. In the event the Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (g) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 10% (ten per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (10 per cent) of the Agreement Value

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on

the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

- 9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, NITI Aayog and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of

settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment²¹ shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of

Consultant: Authority

(Signature)(Signature)(Name)(Name)(Designation)(Designation)

(Address) (Address)

²¹ Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crore, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 2 crore, the provision for a Board shall be retained.

In the presence of:

1. 2.

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Deployment of Personnel (Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)

Approved Sub-Consultant(s) (Refer Clause 4.7)

(Reproduce as per Form-15 of Appendix-I)

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Payment Schedule

(Refer Clause 6.3)

Key Date No.	Description of Deliverables	Week No.	Payment
KD1	Inception report approved by Authority	3	20%
KD2	Mid term report approved by Authority	7	30%
KD3	Draft evaluation report	13	30%
KD4	Final Evaluation Report approved by Authority	14	20%
	Total		100%

Excludes the time taken by the Authority in providing its comments on the Draft evaluation report. The Consultant shall get one week for submission of the Final Evaluation Report after comments of the Authority are provided.

Notes:

- 1. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.
- 2. All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than 3 (three) weeks from the date of receiving a draft report and in case no comments are provided within such 3 (three) weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take upto 4 (four) weeks in providing its comments on the Draft evaluation report.
- 3. Draft evaluation report shall be completed in 13 (thirteen) weeks excluding the time taken by the Authority in providing its comments on the Draft evaluation report. The Consultant may take 1 (one) week for submitting its Final Evaluation Report after receipt of comments from the Authority.

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

То
[The President of India /Governor of] acting through
In consideration of
We,
2. We,
3. We,
4. We, (indicate the name of Bank) further agree that the Guarantee

herein contained shall remain in full force and effect during the period that would be required

for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority
that the Authority shall have the fullest liberty without our consent and without affecting in
any manner our obligations hereunder to vary any of the terms and conditions of the said
Agreement or to extend time of performance by the said Consultant from time to time or to
postpone for any time or from time to time any of the powers exercisable by the Authority
against the said Consultant and to forbear or enforce any of the terms and conditions relating
to the said Agreement and we shall not be relieved from our liability by reason of any such
variation, or extension being granted to the said Consultant or for any forbearance, act or
omission on the part of the Authority or any indulgence by the Authority to the said
Consultant or any such matter or thing whatsoever which under the law relating to sureties
would, but for this provision, have the effect of so relieving us.

6.	This Guarantee	will	not	be	discharged	due	to	the	change	in	the	constitution	of	the
Bank c	or the Consultanto	(s).												

7.	We,	(indicate the nan	ne of Bank) lastly	undertake not t	o revoke this
Guaran	itee during its currency	except with the	previous consent of	of the Authority	in writing.

8.	For	the	avoidanc	e of	doubt,	the	Bank's	liability	under	this	Guarantee	shall be
restrict	ted to	Rs.	cr	ore (I	Rupees				cr	ore)	only. The B	ank shall
be liab	ole to	pay	the said	amoi	int or a	ıny p	art there	of only i	f the A	Autho	rity serves	a written
claim o	on the	e Ba	nk in acc	ordan	ce with	Para	agraph 2	hereof, o	n or be	efore	[(ind	dicate the
date fa	lling	365	days after	the c	late of t	his C	Guarante	e)].				

	For
Name of Bank:	
Seal of the Bank:	

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

- 1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
- 2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
- 5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one

part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

- 6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
- 8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Ref	Gerence)
To,	
Sub:	Appointment of Consultant for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector
Dear Sir,	
documents an	e to your RFP Document dated, I/we, having examined all relevant and understood their contents, hereby submit our Proposal for selection as or the

- 2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
- 4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We certify that in the last three years, we or any of our Associates 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 against the Applicant, 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.
- 7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
- I/We have not directly or indirectly or through an agent engaged or indulged in (c) any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
- 9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
- 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. I/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 for any offence committed by us or by any of our Associates.
- 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.²²\$
- 13. I/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 Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
- 14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFP document.

 $^{^{22}}$ \$ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

- 15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
- 17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
- 18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
- 20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

Form-2

Particulars of the Applicant

1.1	Title of Consultancy:
111	Evaluation of Centrally Sponsored Schemes
1.2	Title of Project:
	Package 2 - Women and Child Development Sector
1.3	State whether applying as Sole Firm or Lead Member of a consortium:
1.5	Sole Firm
	or
	Lead Member of a consortium
	Lead Welliber of a consortain
1.4	State the following:
	Name of Company or Firm:
	Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
	Country of incorporation:
	Registered address:
	Year of Incorporation:
	Year of commencement of business:
	Principal place of business:
	Brief description of the Company including details of its main lines of business
	Name, designation, address and phone numbers of authorised signatory of the Applicant:
	Name:
	Designation:
	Company:
	Address:
	Phone No.:
	E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:

	(i) Name of Firm:
	(ii) Legal Status and country of incorporation
	(iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information:
	(i) In case of non Indian Firm, does the Firm have business presence in India?
	Yes/No
	If so, provide the office address(es) in India.
	(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?
	Yes/No
	(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?
	Yes/No
	(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?
	Yes/No
	(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?
	Yes/No
	Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.
1.7	Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?
	Yes/No
	If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?
	Yes/No
1.8	Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?

Yes/No

If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?

Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?

Yes/No

(Signature, name and designation of the authorised signatory)

For and on behalf of

Form-3

Statement of Legal Capacity
(To be forwarded on the letter head of the Applicant)

Ref. Date:
To,
······································
Dear Sir,
Sub: RFP for Consultant: Project
I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal ²³ \$), satisfy the terms and conditions laid down in the RFP document.
I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.
I/We have agreed that
(Signature, name and designation of the authorised signatory) For and on behalf of

 $^{^{23}\$}$ Please strike out whichever is not applicable

Form-4

Power of Attorney

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)						
1.								
2.								
3.								
	Certificate from the Statutory Auditor\$							
	This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.							
Name of	the audit firm:							
Seal of th	ne audit firm							
Date:								
	(Signature, name and designation of the authorised signatory)						

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

Form-6

Particulars of Key Personnel

S.	Designation of Key	Name		Length of Professional Experience	Present Employment		No. of Eligible	No. of Eligible
No.	Personnel		Qualification		Name of Firm	Employed Since	General Assignments ^{\$}	Specific Assignments\$
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	Team Leader							
2	Deputy Team Leader							
3	Monitoring and Evaluation Expert							
4	Economist							
5	Gender & Nutrition Lead							
6	Finance Specialist							
7	Statistician							
8	Public Institution Specialist							
9	Gender and Social							

	Inclusion Specialist				
10	Environment and Climate Change Specialist				
11	Information Technology specialist				
12	Safeguards Specialist				
13	Nutrition Expert				
14	Communication and Extension Expert				

^{*}Refer Form 9 of Appendix I Experience of Key Personnel

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than four pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR, including approach, methodology, sampling, criteria for State/UT selection etc. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

Form-8

Abstract of Eligible Assignments of the Applicant\$

(Refer Clause 3.1.4)

S.No	Name of Project	Name of Client	Estimated cost of Project/Assig nment (in Rs. crore/ US\$ million)	Payment of professional fees received by the Applicant (in Rs. crore)	Type of Assignment (General/Specific) As per Clause 3.1.4
(1) [£]	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

[£] The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Form-9

Abstract of Eligible Assignments of Key Personnel^{\$}

(Refer Clause 3.1.4)

Name of Key Personnel:

Designation:

S.No	Name of Project ^{\$}	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Person days spent	Type of Assignment (General/Specific) As per Clause 3.1.4
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

^{\$} Use separate Form for each Key Personnel.

The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Form-10

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

1.	Name of Applicant:					
2.	Name of the Project:					
3.	Type of Assignment (General/Specific) as per Clause 3.1.4					
4.	Description of services performed by the Applicant Firm:					
5.	Name of client and Address:					
	(indicate whether public or private)					
6.	Name and telephone no. of client's representative:					
7.	Estimated capital cost of the Project (in Rs crore or US\$ million):					
8.	Payment received by the Applicant (in Rs. crore):					
9.	Start date of the services (month/year):					
10.	Finish date of the services (month/ year):					
11.	11. Brief description of the Project:					
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.						
	(S	ignature and name of Key Personnel)				

Notes:

- 1. Use separate sheet for each Eligible Project.
- 2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- 3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Form-11

Eligible Assignments of Key Personnel

(Refer Clause 3.1.4)

1.	Name of Key Personnel:					
2.	Designation of Key Personnel:					
3.	Name of the Project:					
4.	Type of Assignment (General/Specific) as per Clause 3.1.4					
5.	Name of Consulting Firm where employed:					
6.	Description of services performed by the Key Personnel (including designation):					
7.	Name of client and Address:					
	(indicate whether public or private)					
8.	Name and telephone no. of client's representative:					
9.	Estimated capital cost of the Project (in Rs crore or US\$ million):					
10.	Start date of the services (month/year):					
11.	Finish date of the services (month/ year):					
12.	12. Brief description of the Project:					
	It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.					
	(S	ignature and name of Key Personnel)				

Notes:

- 1. Use separate sheet for each Eligible Project.
- 2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
- 3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Form-12

Curriculum Vitae (CV) of Key Personnel

1.	Propo	sed Position:					
2.	Name	of Personnel:					
3.	Date of Birth:						
4.	Natio	nality:					
5.	Educa	tional Qualifications:					
6.	Emplo	oyment Record:					
	(Starti	ng with present position, list in reverse	order every employment held.)				
7.	List o	f projects on which the Personnel has w	vorked				
	Nam	e of project	Description of responsibilities				
8.		s of the current assignment and the time current assignment.	e duration for which services are required				
	Certif	ication:					
	1	I am willing to work on the Project a of the Project assignment as required.	and I will be available for entire duration				
	2	I, the undersigned, certify that to the becorrectly describes me, my qualification	pest of my knowledge and belief, this CV ons and my experience.				
		(S	Signature and name of the Key Personnel)				
Place			,				
			the authorised signatory of the Applicant)				
Notes	:						
		te form for each Key Personnel					
		•					

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wise details submitted in Form-8 of Appendix-I.

2. The names and chronology of assignments included here should conform to the project-

3. Each page of the CV shall be by the Authorised Representate Photocopies will not be consider	tive of the Appli	cant firm alon	the Personnel g with the sea	concerned and l of the firm.

<u>Form-13</u>

Deployment of Personnel

S.No.	Designation	Name	Pe	erson Day	ys (MD)		Week Numbers																		
				On Field	In Office	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																									
2.																									
3.																									
4.																									
5.																									
6.																									
7.																									
8.																									
9.																									
10.																									
11.																									
Total l	Person Days					l																	1		

<u>Form-14</u>

Survey and Field Investigations

Item of Work/	To be carried out/ prepared by												XX 7 -	- 1-							
Activity	Name	Designation											Wee	eĸ							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

<u>Form-15</u>

Proposal for Sub-Consultant(s)

1. Details of the Firm									
Firm's Name, Add	ress and Telephone								
Name and Telepho Contact Person	ne No. of the								
Fields of Expertise									
No. of Years in bus Fields	siness in the above								
2. Services that are	2. Services that are proposed to be sub contracted:								
3. Person who will	lead the Sub- Consultant								
Name:									
Designation:									
Telephone No:									
Email:									
4. Details of Firm's	s previous experience								
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services					
1.									
2.									
3.									

(Signature and name of the authorised signatory)

Note:

- 1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.
- 2. Use separate form for each Sub-Consultant

FINANCIAL PROPOSAL

Form-1

Covering Letter (On Applicant's letter head)

(Date and Reference)
To,
Dear Sir,
Subject: Appointment of Consultant for Evaluation of Centrally Sponsored Schemes in Package 2 - Women and Child Development Sector
I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.
I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.
Yours faithfully,
(Signature, name and designation of the authorised signatory)
Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

(See Clause 2.1.3)

Form-2

Financial Proposal

Item No.	Description	Amount (Rs.)
Α.	RESIDENT PERSONNEL	
I	Remuneration for Resident Professional Personnel	
	(inclusive of all personal allowances)	
II	Remuneration for Resident Support Personnel	
	(inclusive of all personal allowances)	
	Sub-total Resident Personnel (A):	
В.	LOCAL COSTS	
I	Office Rent	
П	Office Consumables like stationery, communication etc.	
III	Office Furniture and Equipment (Rental)	
IV	Reports and Document Printing	
V	Surveys & Investigations	
VI	Miscellaneous Expenses	
	Subtotal Local Costs (B):	
	Total of Personnel and Local Costs (A+B):	
C.	POST REPORT CONSULTATIONS	
	2 Person Days each of	
I	Team Leader	
II	Deputy Team Leader	
III	Monitoring and Evaluation Expert	
IV	Economist	
V	Gender & Nutrition Lead	

	Subtotal Post Report Consultations (C):	
D	SUBTOTAL OF A+B+C	
E	OVERHEAD EXPENSES @% of (D)	
F	SERVICE TAX	
G	TOTAL (including taxes) (D+E+F) (in Rs.) In Indian Rupees	
Н	ADDITIONAL COSTS (not included in evaluation)	
I	Domestic travel from firm's office to the Project Office (restricted to five return economy class air fares for each Key Personnel)	
II	Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for five return fares)	
	Total of Additional Costs (H)	
I	TOTAL COST OF THE CONSULTANCY (G+H) In Indian Rupees	

Note:

- 1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item G shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item H shall not be reckoned for purposes of financial evaluation.
- 2. Estimate of Costs for Item A I and A II shall be as per Form-3.
- 3. Miscellaneous Expenses in Item B VI shall not exceed 15% (fifteen per cent) of the total amount in Item D.
- 4. Domestic Air Fare in Item H I shall not be payable to the Consultant's Personnel who are normally stationed in Delhi NCR.
- 5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.

- 6. The reimbursement of expenses shall be limited to the amounts indicated above.
- 7. Savings of upto 20% (twenty per cent) under any head of expenditure specified in the summary of Financial Proposal may be reappropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten per cent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
- 8. No escalation on any account will be payable on the above amounts.
- 9. All other charges not shown here and all insurance premia are considered included in the man day rate/ overhead/ miscellaneous expenses.
- 10. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations after their Report has been accepted. The cost (remuneration including personal allowances) of 2 (two) person days of each Key Personnel is included in the Financial Proposal. The Authority may require upto 12 (twelve) extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 2 (two) days, payment shall be computed solely on the basis of relevant man day rates specified in the Financial Proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
- 11. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The Additional Costs on this account shall be paid to the Consultant as per agreed man day rates and economy return airfare as per actuals shall also be reimbursed. However, the total number of additional person days requisitioned hereunder shall not exceed 120 (one hundred and twenty).
- 12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
- 13. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the person days spent on the Consultancy.

Form-3

Estimate of Personnel Costs

ID No.	Position	Name	Man day Rate	Total Person Days	Amount
			(Rs.)		(Rs.)
A I. Re	muneration for Resident Profe	ssional Personnel (including all personal all	lowances)	1	
Total					
A II. R	emuneration for Resident Supp	port Personnel (including all personal allow	ances)		
Total					
Total:					

APPENDIX - III

LIST OF BID-SPECIFIC PROVISIONS²⁴\$

A. Clauses with currency-based footnotes

- 1. Introduction.
- 2. Clause 2.2.3: Conditions of Eligibility of Applicants.
- 3. Clause 2.11.3: Amendment of RFP.

Note: The above footnotes marked "\$" shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked "\$" in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

²⁴\$ This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants

REFERENCES

A. Table 1: List of Sectors and Corresponding Umbrella Schemes

Sector Name	Umbrella CSS	Ministries/Departments Involved	CSS Scheme	Cumulative outlay for past 4 years (2015-16 to 2019-20 in Crores) ²⁵	of scheme launch
Women and Child	Umbrella ICDS	Ministry of Women and Child Development	Anganwadi Services (Erstwhile Core ICDS)	82746.23	1975
		Ministry of Women and Child Development	POSHAN Abhiyaan (National Nutrition Mission)	7609.39	2017
		Ministry of Women and Child Development	Pradhan Mantri Matru Vandana Yojana	6057.14	2016
		Ministry of Women and Child Development	Scheme for Adolescent Girls	1957.87	2011
		Ministry of Women and Child Development	National Creche Scheme	386.43	2006
		Ministry of Women and Child Development	Child Protection Services	4136.64	2009
	Mission for Protection and	Ministry of Women and Child Development	Working Women Hostel	279.28	2017
	Empowerment for Women	Ministry of Women and Child Development	Women Helpline	70.19	2015
		Ministry of Women and Child Development	Ujjawala	114.81	2016
		Ministry of Women and Child Development	Swadhar Greh	289.03	2015

 $^{^{25}}$ This is derived from the budget document (https://www.indiabudget.gov.in/) as Total = AE 15-16 + AE 16-17 + AE 17-18 + RE 18-19 + BE 19-20

Ministry of Women as Child Development	Beti Bachao Beti Padhao	817.12	2015
Ministry of Women an Child Development	Gender Budgeting and Research, Publication and Monitoring	14.04	-
Ministry of Women as Child Development	Mahila Police Volunteers	14.02	2016
Ministry of Women as Child Development	One Stop Center	657.49	2015
Ministry of Women as Child Development	Mahila Shakti Kendra	374.47	2017

B. Table 2: Indicative Stakeholder Mapping (Sectoral Level)

	Key Informant Interviews	Focus Group Discussions	Primary Surveys
National*	Officials from Ministry of Women and Child Development (WCD), Ministry of Health & Family Welfare, Ministry of Human Resource Development, National Legal Services Authority, Department of Disability Affairs and Ministry of Information & Broadcasting; Gender Experts and Civil Society representatives.	If Applicable	If Applicable
State	Officials from Department of WCD or Department of Social Welfare, Health & Family Welfare; Education; Panchayati Raj/ Rural Development) including State Level Services Authority and Department of Disability Affairs	If Applicable	If Applicable
District	District Collector/Deputy Commissioner and district officials from Health & Family Welfare; Education; Panchayati Raj/ Rural Development, Police including District legal Services Authority (DLSA), District Programme Officer (DPO) in the District ICDS Office, District Child	If Applicable	If Applicable

	Protection Committee (DCPC), Medical Officer In charge (MoIC)		
Block	Sub Divisional Magistrate/Sub Divisional Officer/Block Development Officer; Child Protection Committee, CDPOs, Lady Supervisors	If Applicable	If Applicable
Village/Town	Panchayat Samiti/Ward Samiti, Village Health Sanitation and Nutrition Committees, (recognized as sub committees of panchayats), Frontline workers (AWWs, ASHAs & ANMs), school teachers, medical doctors/practitioners, private hospitals, nursing homes and diagnostic centres	Pregnant Women and Lactating mothers, Infant and Young Child, Adolescent Girls, frontline workers,	If Applicable
Households	Individual beneficiary, Youth, adolescents (girls and boys), in-laws, Eligible Non-Beneficiaries	Nutrition Services: Women (15-45 years); Preschool Education: Children 3-6 years	If Applicable

^{*}includes Government, Academia, Think tanks, Multilaterals, NGOs, Experts, etc. – listed below

Other Stakeholders

	Ministry of Women and Child Development (MoWCD), Ministry of
	Health and Family Welfare (MoHFW), Ministry of Drinking Water &
Ministries	Sanitation (DW&S), Ministry of Rural Development (MoRD),
Willistries	Ministry of Panchayati Raj, Ministry of Consumer Affairs, Food &
	Public Distribution (CAF&PD), Ministry of New & Renewable
	Energy, Ministry of Agriculture
	National Institute of Public Cooperation and Child Development
	(NIPCCD), National Institute of Nutrition (NIN), FSSAI, Food and
Government	Nutrition Board (FNB), Indian Council of Medical Research (ICMR),
	National Commission for Protection of Child Rights (NCPCR), Central
Institutions	Adoption Resource Agency (CARA), National Commission for
	Women, National Child Right Protection Commission, Central Social
	Welfare Board (CSWB)
International	UNICEF, World Bank, IFPRI, BMGF, ID Insight, PATH, PCI,
	COHESIVE India, J-PAL, 3Ie, Alive & Thrive, World Food
Organizations	Programme (WFP), Dimagi
	TATA Trust, IPE Global, Piramal, IIT Gandhinagar, Institute of
N-4:1	Economic Growth (IEG), CRY, PRAYAS, SEVA (Lucknow), SEVA
National	(Gujarat), International Institute for Population Sciences (IIPS),
Organizations	Population Council, Save the Children, Deshkal Society, SNEHA
	(Mumbai), IIT Mumbai, Nutrition Collation

C. List of key documents to be referred by Consultant

1. National level:

- a. Strategy for New India @ 75, NITI Aayog
- b. Three Year Action Agenda, 2017-18 to 2019-20, NITI Aayog
- c. Finance Commission Reports;
- d. Report of the Sub-Group of Chief Ministers on the Rationalisation of CSS, October 2015;
- e. Annual Economic Survey of India,
- f. SDG related reports; etc
- 2. Sector specific: Evaluations, reports
- 3. Scheme specific: guidelines, annual reports, etc
- 4. Evaluation studies: Ministry, NITI, CAG, etc
- 5. Important websites:

Ministry Website- https://wcd.nic.in/

Comptroller & Auditor General of India: https://cag.gov.in/

NITI Aayog: http://www.niti.gov.in/

POSHAN Abhiyan: https://icds-wcd.nic.in/nnm/home.htm

ICDS: https://icds-wcd.nic.in/ ICPS: https://icds-wcd.nic.in/

D. Table 3 Scheme level Output-Outcome framework

1. Scheme: Integrated Child Development Services
Anganwadi Services (Erstwhile Core ICDS) (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Operationalizing the AWCs	1.1 Number of AWCs operational against sanctioned AWCs	nutritional and health status of children in the age group 0-6	(boys and girls) under Anganwadi Services
	1.2 Number of vacant positions versus sanctioned positions (total and per grade including DPOs, CPDOs, supervisors, AWWs, and Anganwadi helpers) 1.3 Number of AWCs updating data through RRS	years	1.2 Number of children (boys and girls) under Anganwadi Services Scheme who are: Moderately malnourished (-2SD up to -3SD)
	updating data tinough KKS		1.3 Number of children (boys and girls) under Anganwadi Services Scheme who are severely malnourished (<-3SD) based on WHO

Output	Indicator(s)	Outcome	Indicator(s)
			growth charts
2. Provide the services for	2.1 Number of AWCs with Pucca Buildings		1.4% children under 5 years who are stunted 1.5% children under 5 years who are wasted
improving health, nutrition and early education	2.2 Number of AWCs with Toilets		1.6% children under 5 years who are underweight
outcomes for children	2.3 Number of AWCs with Drinking Water Supply	2. Enhanced capability of mother to look	2.1 % of under age 6 months exclusively breastfed
	2.4 Average number of beneficiaries receiving THR (children between 0-3 years, 3-6 years, and PW&LM) across all AWCs in 2018-19	after health & nutrition of child	2.2 % of mothers breastfeeding in first hour 2.3 % of pregnant women who are
	2.5 Average number of children receiving hot cooked meals across all AWCs in 2018-19		anaemic
3. Create Awareness Regarding	3.1 Number of P&LW registered with AWCs as against population		2.4 % of pregnant women with at least 4 ANC check ups
Health and Nutrition Behaviour	3.2 Number of AWCs holding monthly VHSNDs on planned date		2.5 % of institutional deliveries out of total reported deliveries
4. Availability of early childhood education and care infrastructure at the AWCs	4.1 Number of States with an Early Childhood Care and Education (ECCE) Council 4.2 % of children attending pre-school in age group of 3-6		

2. Scheme: Integrated Child Development Services - National Nutrition Mission (CSS) including ISSNIP & EAP

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	Output	Indicator(s)	Outcome	Indicator(s)	

Output	Indicator(s)	Outcome	Indicator(s)	
1. Strengthening the ICDS System through real time monitoring	1.1 Number of AWCs providing data through ICDS CAS (including weight and height of children, and PSE activities) 1.2 Number of AWWs	1. Strengthened ICDS policy framework, systems and capacities, and improved community engagement, for greater focus on children under three years of age	Strengthened ICDS policy framework, systems and capacities, and improved community engagement, for greater focus on children under three years of age Strengthened ICDS covered through time monitoring the updating inform regularly 1.2 Number of childbook (boys and girls) ICDS CAS who Moderately	time monitoring that are updating information regularly 1.2 Number of children
	completed training for ICDS CAS 1.3 Number of Districts covered out of total in 2018-19			1.3 Number of children (boys and girls) under ICDS CAS who are
		2. D. 1. 4	upto -3SD) 1.4 Number of children (boys and girls) under ICDS CAS who are Severely malnourished (<-3SD) based on WHO growth charts	
		2. Reduce the level of stunting, undernutrition, anaemia and	2.1 Reduction in Stunting by 2% per annum 2.2 Reduction in undernutrition by 2% per annum	
		low birth weight babies.	2.3 Reduction in anaemia (among young children, women and adolescent girls) by 3% per annum	
			2.4 Reduction in low birth weight by 2% per annum	

3. Scheme: Integrated Child Development Services Pradhan Mantri Matru Vandana Yojana (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
	1.1 Number of estimated eligible PMMVY beneficiaries in 2018- 19		1.1 Number of newborns with low birth weight

Output	Indicator(s)	Outcome	Indicator(s)
improve access to healthcare through DBT 2. DBT to	1.2 Number of PMMVY beneficiaries receiving all three instalments 2.1 Number of PMMVY	for the wage loss in terms of cash incentives so that the woman can	
	beneficiaries receiving their first instalment within 30 days 2.2 Number of PMMVY beneficiaries receiving their second instalment within 30 days	take adequate rest before and after delivery of the first living child. The cash	
guidelines	2.3 Number of PMMVY beneficiaries receiving their third instalment within 30 days	incentive provided would lead to improved health seeking behaviour	
	2.4 Average time delay in the receipt of each instalment (total and by instalments in days)	amongst the Pregnant Women and Lactating Mothers	

4. Scheme: Integrated Child Development Services - Scheme for Adolescent Girls (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Provision of nutritional and health supplements to adolescent girls	a) SN b) IFA tablets	-	with BMI below prescribed level of 18.52
	1.2 Expansion of the programme to cover additional 303 districts		1.2 % improvement of AG registered with AWCs using 100 IFA tablets
2. Mainstreaming out of school girls back into formal schooling system		2. Out of school girls are motivated to join school system	2.1 Improvement in girls enrolment and retention in school

5. Scheme: Integrated Child Development Services - National Creche Scheme (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Operationalization of additional crèches	1.1 Additional number of creches operationalized 1.2 Number of vacancies at the level of creche worker and creche helper	1. Children covered under the creche scheme	1.1 Number of children covered under the National Creche Scheme

6. Scheme: Integrated Child Development Services - Child Protection Scheme (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Provision of care, protection and rehabilitation services, Statutory Support Services and Service Delivery Structures	1.1 Number of Ministry assisted Homes, Specialized Adoption Agencies (SAAs) and Open Shelters through State Governments/ UT Administrations operationalized 1.2 Number of children covered through ICPS 1.3 Number of districts with functional Childline services	1. To institutionalize essential services and strengthen structures for emergency outreach, institutional care, family and community based care, counselling and support services	1.1 Increase in the number of children in family based non-institutional care like foster care, sponsorship and adoption services 1.2 Increase in the number of children placed in in-country adoption 1.3 Number of children placed in in-security adoption 1.4 Number of children placed in in-country adoption 1.5 Number of children placed in in-country adoption 1.6 Number of children/young people leaving institutional care who are self-sufficient and gainfully engaged in productive activity (jobs/vocational courses)
	1.4 Number of Juvenile Justice Boards (JJBs) constituted 1.5 Number of CWCs	2. Improvement in the well being of children in difficult circumstances	2.1 100 % reporting of missing and recovered children on Trackchild Portal. Individual Child Care Plan of each child coming in contact with the JJ Act to be prepared and uploaded on Track child
	constituted of CWCs		

Output	Indicator(s)	Outcome	Indicator(s)
	1.6 Number of State Child Protection Societies Constituted		
	1.7 Number of District Child Protection Units (DCPUs) constituted		
	1.8 Number of State Adoption Resource Agency (SARA) constituted		
	1.9 Number of adoption cases pending for adoption court order		
	1.10 Number of awareness generation programme organized by State Child Protection Society (SCPS), State Adoption Resource Agency (SARA) and District Child Protection Units (DCPU)		
2. Effectively tracking missing children	2.1 Number of Police stations making entries of missing/recovered children in TrackChild		
	2.2 Number of CWCs, JJBs, and CCIs updating data of children in TrackChild		
	2.3 Number of children matched through TrackChild		

7. Scheme: Mahila Shakti Kendra (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Creation of infrastructure for National Mission for Empowerment of Women	States/UT Governments in all States/UTs (Y/N)	empowerment of women through convergence of schemes/programmes	covered in the selected blocks
	1.2 Number of District Level Centre for Women (DLCW) set up	Ministries/Department of Government of India as well as State Governments.	1.2 % of women demanding services out of the women reached

Output	Indicator(s)	Outcome	Indicator(s)
	1.3 Number of blocks in the selected 65 Districts providing MSK convergent services for empowering women		1.3 % of women provided with government scheme benefits/services out of total women demanding such services

8. Scheme: Mission for Empowerment of Women - Swadhar Greh (CSS)

		Tomen - Swaanar Gren (CSS)	
Output	Indicator(s)	Outcome	Indicator(s)
1. Provision of services through establishing Swadhar Grehs	1.1 Additional number of Swadhar Grehs operationalized (providing all services) 1.2 Number of vacancies in the following positions: Resident Superintendent, Counselor, and Medical Doctor 1.3 Total number of beneficiaries in 2018-19	rehabilitation of women ²⁶	

9. Scheme: Mission for Empowerment of Women- Ujjawala (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
of trafficking, rescue and rehabilitation, reintegration,	(Protective and Rehabilitative) homes	opportunity to live in society and sell support to women who are forced into	rehabilitated
and repatriation of the victims of trafficking	1.2 Total number of beneficiaries in 2018-19	menace of trafficking	1.2 Number of women reintegrated into society out of rehabilitated women
			1.3 Number of repatriated victims to their country

10. Scheme: Mission for Empowerment of Women- Working Women Hostel (CSS)

²⁶This information is to be taken from the States.

Output	Indicator(s)	Outcome	Indicator(s)
1. To promote availability of safe and conveniently located accommodation for working women	1.1 Number of new hostels sanctioned	1. Successful establishm ent of hostels	1.1 Number of hostels become operationalized/functioning

11. Scheme: Mission for Empowerment of Women- Women Helpline (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
of universalization	of	immediate response to women affected by violence to	
States/UTs	States/UTs (Y/N)	discrimination and violence against women in society	1.5 /0 of calls referred to

12. Scheme: Mission for Empowerment of Women- One Stop Center (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Operationalization of OSCs	1.1 Number of OSCs operationalized against sanctioned OSCs	1. Address the issue of violence against women and girls and create community-	1.1 Number of cases registered 1.2 % of women provided with the needed services out of women registering cases
2. Expansion of OSC into additional districts	2.1 Number of districts in which OSCs expanded	based mechanisms which ensure security in private and public places	

13. Scheme: Mission for Empowerment of Women - Beti Bachao Beti Padhao (CSS)

10. Selection Williams Jor Empowerment of Women Bett Buende Bett 1 during (ESS)			
Output	Indicator(s)	Outcome	Indicator(s)
awareness and	1.1 Number of 1st trimester ANC registrations in the selected districts	gender biased sex	

Output	Indicator(s)	Outcome	Indicator(s)
districts multi sectoral interventions	number of people reached in the selected districts		1.2 Sex Ratio at Birth in the Selected Districts 405 districts.
	1.3 Estimated number of people reached through mass media campaigns	2. To ensure survival and protection of the girl child	1.3 Child Sex Ratio 2.1 Percentage of 1st Trimester ANC Registration in 405 selected districts.
	nationally		2.2 Percentage of Institutional deliveries in 405 selected districts.
		3. To ensure education and participation of the girl child	3.1 GER of female students at all levels of education (elementary, secondary, and senior secondary) ²⁷
			3.2 Level-wise Average Annual Drop-Out Rate in School Education for girls

14. Scheme: Mission for Empowerment of Women- Information and Mass Education (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Primary activities include dissemination of information through print media/ electronic media/ social media, outdoor, organizing exhibition series, publication of booklets and other forms of dissemination of	1.1 Number of: i) Advertisements through print media; ii) TV spots; iii) Radio advertisements (public and private);	1. Empowering women and children of the country with the aim of changing the mindset of the people and raising awareness/ dissemination of information of policies/ programmes/ activities pertaining to women and children welfare, legislative interventions and schematic intervention among the general public through print media/ electronic media/ social media, outdoor, organizing exhibition series, publication of	1.1 Estimated number of people
information o reach out to67% of the		booklets and other forms of dissemination of information	

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²⁷GER for girls at secondary levels is measured on an annual basis through U-DISE. It captures the overall impact of drop outs and retention).

Output	Indicator(s)	Outcome	Indicator(s)
total population of the country.			

15. Scheme: Mission for Empowerment of Women- Gender Budgeting and Research, Publication and Monitoring (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Training of officers of Central Ministries/ Departments on Gender Budgeting with key stakeholders	1.1 Enhanced knowledge on Gender Responsive Budgeting among Officers of Central Government.	1. Increased gender responsive intervention s across Central Ministries/	1.1 Number of Ministries/ Departments which have gender responsive interventions
2. Enhanced capacity building to result in increased gender responsive interventions across Central Ministries/ Departments for promoting gender equality	2.1 Strengthening/ Formation of Gender Budgeting Cells in Central Ministries/ Departments to increase gender responsive interventions	Departments	
3. Relevant and good research Study and Seminars/Conferenc es on women and child centric issues which would be helpful in policy and programme improvement and formulation of new polices on Women and children	3.1 Final submission of Study Report with findings and recommendations.	2. To support research/eva luation works and dialogue on the issues concerning women and children in the country towards bridging information gaps and to help improving ongoing intervention s and policy formulation	2.1 Number of research projects that feed into policy and programme improvement and formulation of new polices on Women and children 2.2 Seminar/workshops conducted will generate awareness
4. Internship Programme	4.1 No, of young Students/Scholars	3. Young/Stud	3.1 No. of interns undergone training from

Output	Indicator(s)		Outcome		Indicator(s)
	undergone programme.	intership	ents Scholars will oriented.	be	different universities.

16. Scheme: Mission for Empowerment of Women-Other Schemes Funded from Nirbhaya Fund (CSS)

Output	Indicator(s)	Outcome	Indicator(s)
1. Provision of funding for schemes under Nirbhaya fund	proposals received under Nirbhaya Fund 1.2 Number of project appraised by Empowered	fund to initiate schemes for	every year 1.2 % of the fund released to the State Government or the concerned
	Committee		Ministry/Department.

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²⁸Ministry of WCD receives proposals related to safety and security of women from various Ministries/States under Nirbhaya Fund. These proposal are appraised and recommended by EC under the Chairpersonship of Secretary(WCD). The actual disbursement of funds are done by other Ministries.

E. Areas of Inquiry -Integrated Child Protection Services (ICPS)

1. Budgetary Outlay of the Scheme (in Rs. Crore):

BE 2018-19	RE 2018-19	BE 2019-20
725	925	1,500

2. Year of launch of the Scheme: 2009-10

3. Objectives of the Scheme:

- i. To institutionalize essential services and strengthen structures for emergency outreach, institutional care, family and community based care, counselling and support services at the national, regional, state and district levels;
- ii. To enhance capacities at all levels, of all functionaries including, administrators and service providers, members of allied systems including, local bodies, police, judiciary and other concerned departments of State Governments to undertake responsibilities under the ICPS;
- iii. To create database and knowledge base for child protection services, including MIS and child tracking system in the country for effective implementation and monitoring of child protection services;
- iv. Undertake research and documentation;
- v. To strengthen child protection at family and community level, create and promote preventive measures to protect children from situations of vulnerability, risk and abuse;
- vi. To ensure appropriate inter-sectoral response at all levels, coordinate and network with all allied systems;
- vii. To raise public awareness, educate public on child rights and protection on situation and vulnerabilities of children and families, on available child protection services, schemes and structures at all levels.
- viii. To spread awareness regarding the ways and means to prevent all children from child abuse of any kind, including child sexual abuse.

4. Target Group:

i. Children in need of care and protection and children in conflict as defined under the JJ Act and with children who come in contact with the law, either as victim or as a witness or due to any other circumstance.

ii. Any other vulnerable child including, but not limited, to: children of potentially vulnerable families and families at risk, children of socially excluded groups like migrant families, families living in extreme poverty, scheduled castes, scheduled tribes and other backward classes, families subjected to or affected by discrimination, minorities, children infected and/or affected by HIV/AIDS, orphans, child drug abusers, children of substance abusers, child beggars, trafficked or sexually exploited children, children of prisoners, and street and working children.

5. Major Components of the Scheme:

- i. **Statutory services:** Child Welfare Committees (CWC), Juvenile Justice Boards (JJB), State Child Protection Society (SCPS), State Adoption Resource Agency(SARA), District Child Protection Unit (DCPU) in accordance to Section 27, 4, 106,67 and 106 of the Act respectively
- ii. *Institutional Services*: Children's Homes; Specialized Adoption Agencies; Observation Homes; Special Homes; Places of Safety in accordance to Section 50,65,47,48 and 49 of the Act respectively. In the Children Home, a unit for providing specialized services to children with special needs (disabled children, children affected by HIV/AIDS, children affected by substance abuse etc.) has also been crated under the scheme.
- iii. *Open Shelters* for children in need in urban and semi-urban areas in accordance to Section 43 of the Act.
- iv. *Family based Non Institutional Care* through: Sponsorship; Foster Care; Adoption; and After Care Programmes in accordance to Section 45,44,56 and 46 of the Act respectively
- v. *Child Tracking System* Track Child, including Khoya-Paya, a website for missing children and related MIS in accordance to Section 32 (2) of the Act
- vi. *Emergency Outreach Phone Services* for children in crisis/difficult circumstances, through a 24 hours toll free number 1098(CHILDLINE 1098) in accordance to Section 32 (1) of the Act. Currently CHILDLINE units are available at 402 locations including key railway stations.
- vii. *Public Awareness, Advocacy, and Communication on Child Protection* issues in accordance to Section 108 (a) of the Act.
- viii. *Training, Capacity Building* for all stakeholders working in the area of child protection in accordance to Section 108 (b) of the Act.
 - ix. **Research & Documentation** for appropriate monitoring and evaluation of functioning of structures in accordance to Section 109 and 55 of the Act respectively.
 - x. **Service Delivery Structures** for the above services at Central, State and District levels.

- **6. Service Delivery Structure:** ICPS will be implemented by setting up State Child Protection Society (SCPS) and District Child Protection Units (DCPUs) as the fundamental units for implementation at State and District level respectively. State Adoption Resource Agency (SARA) shall function as a unit under the SCPS.
- 7. Geographical areas covered: Pan-India Scheme
- **8. Agencies involved:** Components under the Scheme are either implemented by the Central Government or through State Governments/UT Administrations either directly or through NGOs, as envisaged in the Act.
- **9. Areas of Inquiry:** The objectives of the proposed evaluation of the ICPS are as follows:
 - i. To analyze the Outcome and Deliverables of the major components of ICPS such as
 - a. Statutory Services
 - b. Institutional Services
 - c. Service Delivery Structures
 - d. Family based Non Institutional Care
 - e. Open Shelters
 - f. Child Tracking System
 - g. Emergency Outreach Phone Services
 - h. Public Awareness, Advocacy, and Communication on Child Protection
 - i. Training, Capacity Building
 - j. Research & Documentation

(Detailed Output & Outcome indicators of the Scheme are mentioned in Page 30-31 in attached Guideline for reference.)

- ii. To perform an in-depth analysis of Governance and Implementation process (for all components of ICPS) with a focus on
 - a. Institutional and operational processes as per prescribed ICPS guideline
 - b. Financial and technical support to various stakeholders at Central, State and District level.
 - c. Periodic review and monitoring mechanisms
- iii. To study the impact of every component of the Scheme in terms of access, availability, service delivery and satisfaction to the target beneficiaries.
- iv. To analyze the impact of the Scheme on training and capacity-building efforts for all stakeholders working in the area of child protection under ICPS at all levels.
- v. To examine whether the States/UTs are undertaking activities to ensure convergence with other line departments, agencies, organizations and all stakeholders for enabling a protective environment for children. (As mentioned

- in Chapter 6 on 'Implementation and Convergence' of attached Guidelines Page 25-26).
- vi. To document the views and perceptions of beneficiaries and other stakeholders regarding ICPS services and impact and also to understand the evolving aspirations of the beneficiaries in diverse settings.
- vii. To identify major constraints in service delivery and suggest remedial measures.

F. Areas of Inquiry - National Crèche Scheme for the Children of Working Mothers

1. Budgetary Outlay of the Scheme (in Rs. Cr.): 652.59 (from 2017-18 to 2019-20)

Year	Budget Allocation (Rs.	Budget Allocation (Rs. in Cr.)			
	BE	RE			
2016-17	150.00	140.91			
2017-18	200.00	65.00			
2018-19	128.39	30.00			
2019-20	50.00	-			

2. Year of launch of the revised scheme: FY 2016-17 (01.01.2017)

3. Objectives:

- i. To provide day-care facilities for children (6 months to 6 years) of working mothers in the community.
- ii. To improve nutrition and health status of children.
- iii. To promote physical, cognitive, social and emotional development (Holistic Development) of children
- iv. To educate and empower parents /caregivers for better childcare.

The scheme will provide an integrated package of the following services to meet these objectives:

- Daycare Facilities including Sleeping Facilities
- Early Stimulation for children below 3 years and Pre-school Education for 3 to 6 years old children
- Supplementary Nutrition(to be locally sourced)
- Growth Monitoring.
- Health Check-up and Immunization

4. Target Group:

The scheme focuses on children of 6 months to 6 years, of working women in rural and urban areas who are employed for a minimum period of 15 days in a month, or six months in a year.

5. Coverage:

The Scheme has a pan India coverage. Preference is given to poor children and children with special nutritional needs.

6. Major Components of the Scheme:

i. Beneficiaries & functionaries:

Ideally the number of children in the crèche should not be more than 25. Of these, at least 40 percent of children should, preferably, be below 3 years of age. It is important that adequate trained worker and helper are available to provide day care facilities and to supervise the functioning of the crèche. In addition to crèche worker, there should be one crèche helper looking after children.

The details of number of children and requirement of staff in a crèche is as under:

S. No.	Age group of children	Number of children to be enrolled	Number of Crèche Worker	Number of Crèche Helper
1.	6 months to 3	10 (preferably)	01	01
	years.			
2.	3+ to 6 years	15		
	Total	25	01	01

The minimum qualification of Crèche Workers should be Class XII (intermediate) and that of the Helper, Class X (Matriculation). In case any suitable person with these qualifications is not available relaxation may be given by the State Government/District Administration. However, in any case, the qualification may not be less than Class X and VII respectively. The age limit for both the categories should be 18-35 years at the time of appointment.

ii. Physical infrastructure requirements:

- **6.1.1.** <u>Local Environment:</u> Crèche should be located in safe and secure place and child friendly ideally located near the homes of children or near place of work of the mother to ensure mothers can breastfeed their babies, could be contacted in emergencies, easier to pickup/send from home etc. The environment should be akin to the child's home atmosphere.
- **6.1.2.** Crèche building/Space specifications: crèche should be preferably on the ground floor. Physical environment should be reasonably suitable for children with special needs. A crèche must have a minimum space of 6-8 sq. ft. per child (total 150-200 sqft) to ensure that they can play, and rest, and learn without any hindrance and to ensure a safe and protective environment for children especially for those under 3 years. Crèche should not function from the crèche worker's/helper's home. The Centre should be clean, well-lighted with adequate ventilation.
- **6.1.3.** Other facilities include: provision for safe and regular drinking water facility, Child friendly toilets, food and cooking facilities. Food provided to the children must have adequate nutritional value with assessment of nutritional status of children using new WHO child growth standards with provisions to get health checkup, medicine and first Aid kit etc. Equipment and play material should also been sured etc.

iii. Community Participation:

The local Mahila Mandals, SHGs, members of local bodies etc. may be encouraged to participate actively in the activities of the crèche. They may

also be closely involved in the selection of Crèche Workers and helpers as also in the selection of beneficiaries.

iv. Crèche timings:

The crèche timings need to be flexible. Crèches shall be open for 26 days in a month and for seven and half (7-1/2) hours per day as per the work schedule of majority of the mothers in the area, which may be from 7.00 a.m. to 2.30 p.m., 8.00 a.m. to 3..30 pm or 9.00 a.m. to 4.30 p.m. If required, arrangements may be made for mothers who have longer working hours with extra payment for additional time at reasonable rates and on mutually agreed basis.

v. User Charges

User charges are necessary to bring in an element of community ownership and may be collected as under:

•	BPL families	- Rs 20/- per child per month
•	Families with Income (Both	- Rs 100/- per child per month
	Parents) of up to Rs. 12,000/-	
	per month	
•	Families with Income (Both	- Rs 200/- per child per month
	Parents) of above Rs.12,000/-	
	per month	

The collection of user charges will ensure better participation of the community and also increase the resources of the Centre. The user charges so collected may be placed in a revolving fund with the State Government which, in consultation with local bodies to be used for welfare of children and up gradation of facilities of the crèches.

vi. Records and Registers:

The enrolment forms of children duly filled in by the parents should be available with the worker/helper after the child is registered at the crèche. In addition, the crèche worker and helper are required to maintain the following basic records and registers, which should be available for inspection at any time during the working hours of the crèche centers:

- 6.1.3.1.Admission/ Enrolment register for recording profile of children and their parents including profession/income of both parents
- 6.1.3.2. Attendance register of children
- 6.1.3.3. Attendance registers of functionaries
- 6.1.3.4. Health checkups records including immunization of the child (
- 6.1.3.5.Register for consumable and non-consumable items
- 6.1.3.6. Supplementary nutrition register for recording the food provided to the children.
- 6.1.3.7. The medical record of children to be shared with doctor
- 6.1.3.8.Mother's meeting register (ix) Visitors register (x) Register for User fee

All records and registers should have specific entry for severely underweight children.

vii. Training of functionaries

The crèches should not only provide custodial care to children but also contribute to the overall development of the child. It needs to be fully recognized that running of a crèche is not an unskilled job but requires proper and appropriate training. It is therefore imperative that all crèche worker and helper be specially trained in child care before the crèche is functional. Thus, trained crèche worker and helper are a prerequisite for opening a crèche. The training should have preferably been done within the last three years prior to their appointment. The training will also be provided by State Governments from their own resources. A certificate of training of crèche worker and helper may be furnished by the organization. Training of Trainers (TOT) may be conducted by NIPCCD on request from State Government. Details of the nature of training of the Crèche worker/helper and the expectations of the training are in the Scheme implementation guidelines.

viii. Implementation of scheme

The Scheme will be implemented as a Centrally Sponsored Scheme (CSS) where pattern of assistance for all components of the scheme will be in the cost sharing basis of 60:30:10 amongst Centre, State Governments & NGOs running the crèches 80:10:10 amongst the Centre, State Governments & NGOs running the crèches for the8 North Eastern States and 3 Himalayan States and 90:10 between the Central Government and the NGOs running the crèches for the Union Territories. The State Government shall ensure the 10% contribution from the NGOs actually running the crèches and will provide documentary evidence/proof of 10% share.

Implementation shall be effected through the respective State Governments. These State Governments in turn could implement the Scheme through other suitable voluntary/ non-governmental organizations, if required. The State Government will run the crèches as per the Standard Operating Procedure (SOP).

ix. Implementing Agencies

Implementation shall be effected through the respective State Governments. These State Governments in turn could implement the Scheme through other suitable voluntary/ non-governmental organizations, if required. The State Government will run the crèches as per the Standard Operating Procedure (SOP).

x. Linkages /Coordination with Government Departments

State Government must ensure linkages with the local Primary Health Centre 15 (PHC)/Govt. Hospitals or Sub-Centre in the area. The crèche should also have a tie-up with the nearby Anganwadi Centre and its workers for health care inputs like immunization, polio drops, basic health monitoring. Community support from local bodies is also envisaged in the scheme to ensure their participation.

xi. Monitoring of Crèche

Regular and strict monitoring may be conducted at different levels to ensure effective running of the scheme and also to ensure that the beneficiaries are delivered services as envisaged in the scheme. Monitoring of crèches being run under the scheme may be conducted at following levels.

• Local level monitoring

- District level monitoring by District Monitoring Committee to be headed by the District Magistrate and assisted by the District Child Protection Unit set up under the Integrated Child Protection Scheme
- Monitoring by Independent monitoring agencies. iv. Mobile/web based monitoring.
- Central Monitoring Cell

xii. Evaluation of the Scheme

To assess and ensure success of the scheme, evaluation of the scheme will be done, by an independent, impartial and reputed agency, particularly to assess the impact of the scheme on the intended beneficiaries, possible changes, modifications and improvements in the delivery of services to the beneficiaries as also to identify the gaps in the implementation of the scheme and to suggest remedies, thereof.

8. Areas of Inquiry

The objectives of the proposed evaluation of the National Crèche Scheme are as follows:

- i. To measure the level of achievement of National Crèche Scheme in terms of
 - Target Group reached
 - Supplementary Nutrition received by beneficiaries
 - Empowerment of Women
 - Pre School Education of Children
 - Improving the health of Children
- ii. To identify the shortcomings of National Crèche Scheme in terms of -
 - Implementation flaws
 - Targets missed
- iii. To recommend the measures to be taken for effective implementation of the scheme
- iv. To identify the need for implementing (additional) crèche facilities under the National Crèche Scheme by forecasting the demand for crèches
- v. To determine the influence of the following factors (positive/negative) on the implementation
 - Implementation through State Government
 - Sufficiency of funding provided for scheme components
 - Involvement of NGOs and NGOs share of 10%

G. Areas of Inquiry- Mahila Shakti Kendra (MSK) Scheme

The budget speech (2017-18) of the Finance Minister announced setting up of "Mahila Shakti Kendra" meant to provide "one stop convergent support services for empowering rural women with opportunities for skill development, employment, digital literacy, health and nutrition". Accordingly, a new sub-scheme namely Mahila Shakti Kendra (MSK) under the Umbrella Scheme Pradhan Mantri Mahila Shashaktikaran Yojana (PMMSY) was approved for implementation during 2017-18 up to 2019-20. The Scheme has been envisaged to provide an interface for rural women to approach the government for availing their entitlements and for empowering them through awareness generation, training and capacity building. MSK will be implemented with a cost sharing pattern between the Central Government and the States as 60:40, except in respect of North Eastern and Special Category States where the cost sharing ratio shall be 90:10. In the UTs the scheme will be implemented with 100% central funds.

1. Budgetary allocation (Rs. In Crore):

Total cost of the project is Rs. 835.91 Crores from FY 2017-18 up to FY 2019-20.

Central share (Amt. in crores)				
2017-18 9		2018-19	2018-19	
BE	RE	BE	RE	
70	64	267.30	115	

2. Year of launch of Scheme: November, 2017

3. Objectives

- i. The MSK scheme is envisaged to work at various levels. While, National level (domain based knowledge support) and State level (State Resource Centre for Women) structures will provide technical support to the respective governments on issues related to women. SRCW will also serve as PMU for BBBP Scheme
- ii. District level Center for Women (DLCW) will provide support to MSK and also give a foothold to women empowerment schemes including BBBP in 640 districts to be covered in a phased manner
- iii. Community engagement through Student Volunteers is envisioned in 115 most backward districts as part of the MSK Block level initiatives. Student volunteers will play an instrumental role in awareness generation regarding various important government schemes/ programmes as well as social issues that have an imp[act on lives of women in a given block (or equivalent administrative unit, when such blocks are not in place).

4. Target groups

The scheme is meant to empower all women (rural) through intersect oral convergence of government schemes and programmes with more focus on block level activities in 115 most backward/aspirational districts.

5. Components

i. At National level, domain based experts provide support in implementation of all women centric schemes/programmes of the Government with the aim to strengthen the conceptual and programmatic basis of such schemes through

- convergence with Ministries and State Government/UT Adm. Focus is given on training & capacity building to enhance the understanding on gender issues.
- ii. At the State level, the State Resource Centre for Women (SRCW) under the State Governments (Department of WCD/Social Welfare) will provide technical assistance towards implementing programmes, laws and schemes meant for women through effective coordination at the State/UT level. Each SRCW has provision for five staff members.
- iii. At the district level, setting up of District Level Centre for Women (DLCW) has been envisaged for 640 districts (as per census 2011) in a phased manner to serve as a link between village, block and state level towards implementation of scheme. These centres will also give foothold for BBBP Scheme at the district level. The DLCWs will provide the required information pertaining to women related schemes to all citizens (women will be given priority) in the concerned district. The DLCW will act as a link between the local administration, State Governments and Ministry of Women and Child Development for implementing women centric schemes and programs of the government. Each DLCW will be manned by 3 persons (contractual staff) and will function under the guidance of District Collector/Deputy Commissioner and work in convergence with CEO Zila Parishad, law enforcement agencies, quasi government bodies, other departments etc.
- iv. Block level activities are envisioned in 115 aspirational districts through college Student Volunteers in maximum of 8 blocks per aspirational district. The block level initiative is meant to promote community participation through involvement of Student Volunteers for empowering rural women and NSS/NCC cadre students can also be associated. Capacity building of women collectives through NGOs in not more than 50% of the blocks has also been included.

6. Strategies

- i) Scheme approval at the State/UT level (administrative approval & financial concurrence)
- ii) Setting up of State Resource Centre for Women (SRCWs) at the State/UT level to support respective state/UT Admin towards women empowerment schemes
- iii) Setting up of 220 DLCWs in the first year (2017-18), 220 new districts in the second year (2018-19) and 200 new districts third year (2019-20) 200 to function as a link between the state and local administration and provide foothold to women empowerment schemes including foothold to BBBP scheme
- iv) Constitution of Block level committees (BLCs)
- v) Engagement of college student volunteers at the block level in 115 aspirational districts (@8 blocks/district)
- vi) Regular reporting and monitoring mechanisms of the Scheme-through format
- vii) National/Regional level consultations for staff engaged under MSK Scheme
- viii) Training and Capacity building programmes at the state level for MSK Scheme
- ix) Training & capacity building regarding MSK Scheme at the consultations for other schemes (One Stop Centre(OSC), BBBP Scheme, National level meeting of Secretaries/Pr Secretaries organized by MWCD
- x) Advocacy, awareness generation regarding MSK Scheme
- xi) Regular Video conferencing /communication with the states level along with districts

7. Geographical area covered

The scheme is envisaged to be implemented on a pan-India basis across all 36 States /UTs. District level interventions (setting up of DLCWs) are envisaged in 640 districts (as per census 2011). Block level activities are however restricted to 115 most backward/aspirational districts spread across 28 States only (as per NITI Aayog).

8. Changes proposed during 14th Finance Commission

- i) MSK scheme has subsumed the erstwhile National Mission for empowerment of women (NMEW). NMEW was launched in the terminal year of 11th five year plan and then approved for implementation in 12th five year plan to bring about intersectoral convergence of government programmes /schemes for holistic empowerment of women.
- ii) MSK scheme was approved as a new sub-Scheme under the Umbrella Scheme Pradhan Mantri Mahila ShashaktikaranYojana (PMMSY for implementation during 2017-18 upto 2019-20 on a pan India basis. Continuation of State Resource Centre for Women (SRCW) of the erstwhile NMEW scheme was also approved as part of MSK Scheme.
- iii) A new component namely District Resource Centre for Women (DLCW) was approved for 640 districts in a phased manner
- iv) Block level activities were also approved for 115 most backward/aspirational districts through engagement of college student volunteers (@ 8 blocks per district).

9. Agencies involved: Mahila Shakti Kendra (MSK) is a new sub-scheme under the Umbrella Scheme Pradhan Mantri Mahila ShashaktikaranYojana (PMMSY) anchored by the Ministry of Women & Child Development (MWCD) and implemented through the respective State Government/UT Administration.

National level	A Task Force with the Secretary, Ministry of Women and Child		
	Development as Chairperson and the concerned Joint Secretary,		
	Financial Advisor and representatives of other concerned		
	ministries included as members. The Task Force to develop a		
	mechanism for monitoring, coordinating and course correction in		
	the working of SRCWs, DLCWs and MSK- block level activities		
	in the country.		
State level	A Task Force with the Principal Secretary, Women and Child		
	Development/ Social Welfare as a Chairperson with		
	representatives of other concerned departments as members, to		
	undertake a review of the working of SRCW, DLCWs and MSK-		
	block level activities. The Task Force would monitor, coordinate,		
	review and course correct the functioning of SRCW, DLCWs		
	and MSK- block level activities. The State level Task Force team		
	would periodically report the same to the Ministry of Women		
	and Child Development, Government of India.		
District level	A Task Force under District Collector with representation from		
	all the stakeholders in the district will be responsible for		
	oversight, monitoring, coordination, review and course correction		
	of the functioning of DLCW and Block Level- MSKs. The		
	District level Task Force team would report to the State as well		

	as the National level Task Force teams.	
Block level	The Block Level Committee with the following representatives: Official representative from the district (as nominated by DC); Four faculty from colleges in the district/block; One Govt. representative from the block and Two representatives from CSOs/Women SHG nominated by DC (optional or as nominated by DC). BLC mandated to identify and engage college Student Volunteers to undertake activities at the block level. The NSS/NCC cadre students can also be associated. Each student volunteer will provide 200 hours of community service spread over not more than six months of time. These student volunteers will be provided orientation training regarding various schemes and programmes of the Government. For orientation training Block Level Committee (BLC) may select an institute/voluntary organization to impart the said orientation training based on the local needs of the women and resources available.	

10. Suggested Areas of Inquiry of the Study:

MSK Scheme is subject to third party evaluation by the end of 2019-20 and brought up for re-appraisal by 2020-21 for continuation of scheme beyond 2020. Further, evaluation of block level activities are envisioned at the end of second year of its implementation to decide expansion/continuation of the Scheme as per the CCEA approval dated 20.11.19, on the "Continuation of on-going sub-schemes and intruding a new scheme "Mahila Shakti Kendra" under Umbrella Scheme "Mission for Protection and Empowerment of Women" during the 14th Finance Commission period 2017-18 to 2019-20.

Since the scheme is new (approved on November, 2017), evaluation will aim to understand how the scheme is being implemented keeping in view the processes involved at various levels for the operationalization of scheme. The outcome of the scheme is affected by the nature of implementation of the scheme which is largely process oriented. The scheme involves setting up of institutional mechanisms that involves engagement of human resource at various levels in order to facilitate implementation of various government schemes and programmes. This provision is largely not available in other schemes such as BBBP Scheme. Diversified processes at the State/UT level affects the institutional capacity and scheme implementation in a particular state or UT. The evaluation thus will also look at the potential impact of these processes on the scheme activities at various levels (state, district and block level activities), understand how it affects the scheme implementation, its strengths and weaknesses including the contribution to empowerment of women.

The study will focus on the following:

i. Implementation Capacity

• To assess existing Institutional capacity for the development, implementation and monitoring of the Scheme.

- To assess the coverage and frequency of Training and capacity building efforts to expedite the MSK scheme implementation at the State/UT level.
- To assess the response of the states/UTs especially with respect to putting in place the institutional mechanisms at the State level (SRCW), District level (DLCW) and at the block level (identification and engagement of student volunteers)
- To identify major constraints/challenges in the scheme and suggest remedial measures with way forward

ii. Implementation and Quality of Services provided

- To carry out secondary review of literature
- To conduct field visits in selected states especially the States where State level approvals are still pending (cabinet approval & financial concurrence) and compared with States where the scheme is approved already
- To review methodology for the surveys/concurrent evaluation mechanism to maintain uniformity
- To document the views and perception of the beneficiaries and other stakeholders regarding the implementation of the Scheme and to also understand the aspirations and expectations of the beneficiaries regarding the Scheme

iii. Impact Assessment and Evaluation:

Review the performance of the States on the following key monitorable targets-

- Setting up of SRCWs in all 36 States/UTs
- SRCW to serve as PMU for BBBP at the State level
- Setting up of DLCWs in 640 districts in a phased manner (220 in 2017-18, 220 in 2018-19 and 200 in 2019-20)
- Setting up of District level Task force in these districts
- Constitution of block Level committee (BLC) in the block of aspirational districts
- Identification and engagement of college student volunteers
- Training and capacity building efforts in the scheme at various levels: national, state, District and block level.

iv. Finance

- To assess the budgetary allocations and funds utilized under the Scheme vis-à-vis requisite approvals of the scheme for implementation at the State level, setting up of SRCW, DLCW and Star of block level activities, awareness generation activities, developing IEC material etc
- To analyse the Cost effectiveness by calculation Cost Effectiveness Ratio (CER) and Cost benefit ratio (CBR) of the Scheme.

v. Convergence:

- To check whether the MSK Scheme at various levels is focussing on the working in coordination with other government schemes and programmes such as BBBP, OSC etc.
- Check that SRCW is supporting the State government /UT in the implementation of government schemes /programmes and are also serving as PMU to BBBP scheme at the State level.
- At the District level, whether DLCW is providing foothold to BBBP Scheme. Whether SRCW and DLCW have repository of key schemes /programmes (compilation) of the government schemes/programmes (both centre and State).

- H. Areas of Inquiry POSHAN Abhiyaan under Ministry of Women and Child Development, Government of India
- **1. Name of the Scheme: POSHAN Abhiyaan** (PMs Overarching Scheme for Holistic Nourishment)
- 2. Budgetary Outlay of the Scheme (in Rs. Crore):

BE 2018-19	RE 2018-19	BE 2019-20
3000	3061.3	3400

- 3. Year of the launch of the Scheme: 8th March 2018
- 4. Objectives of the Scheme:

The goals of POSHAN Abhiyaan (NNM) are to achieve improvement in the nutritional status of **children from 0-6 years, adolescent girls, pregnant women, and lactating mothers** in a time-bound manner during the next three years beginning 2017-18 with fixed targets as under:

- i. Prevent and reduce stunting in children (0- 6 years) **By 6%** @ **2% p.a.**
- ii. Prevent and reduce undernutrition (underweight prevalence) in children (0-6 years) By 6% @ 2% p.a.
- iii. Reduce the prevalence of anemia among young children (6-59 months) By 9% @ 3% p.a.
- iv. Reduce the prevalence of anemia among women and adolescent girls in the age group of 15-49 years By 9% @ 3% p.a.
- v. Reduce Low Birth Weight (LBW) By 6% @ 2% p.a.
- 5. Major Components of the Scheme:
 - i. Intense focus on the first 1000 days of life
 - ii. Use of Technology (ICT)
 - iii. Real convergence
 - iv. 'Jan Andolan'

(Details of the components are given in Administrative Guidelines of POSHAN Abhiyaan)

- **6. Geographical areas covered:** The scheme has been implemented in Phased manner (*Refer: Administrative Guidelines of POSHAN Abhiyaan*)
- **7. Agencies involved:** Components under the Scheme are either implemented by the Central line Ministries and/or through their State Departments/UT Administrations
- 8. Areas of Inquiry:

The objectives of the proposed evaluation of the POSHAN Abhiyaan are as follows:

i. To review the outcomes of the POSHAN Abhiyaan through secondary data analysis of NFHS or other National Level Surveys like Comprehensive national Nutritional Survey (CNNS) [Indicators like stunting, wasting and

- underweight-children under 5 years; Hemoglobin status-women of reproductive age; ICDS services, etc.]
- ii. To assess the implementation status and process of the following under POSHAN Abhiyaan:
 - 6.1.4. Innovations to improve the service delivery system, capacity building of frontline functionaries and community engagement
 - (Refer Administrative Guidelines of POSHAN Abhiyaan, page 23)
 - 6.1.5. Supplies like Growth Monitoring Devices, Smart Phones, etc.
 - 6.1.6. Incentives to Frontline Workers
 - 6.1.7. Grievance Redressal Mechanism (*Refer Administrative Guidelines of POSHAN Abhiyaan, page 26*)
- iii. Assessment of the following can be done on a sub-sample basis:
 - Coverage, Continuity, Intensity, and Quality of package of interventions for first 1000 days under POSHAN Abhiyaan (see Annexure I)
 - Behavioural Change of the target population through Community Based Events (CBE). (Refer Community Based Events Guidelines, page 6)
 - Qualitative assessment of capacity building of frontline health workers through ILA training
 - Impact of Jan Aandolan Strategy (*Poshan Maah* and *Poshan Pakhwada*) on community mobilization.
- iv. To assess the impact of technology (ICDS-CAS) on POSHAN Abhiyaan (Service delivery, monitoring, tracking of beneficiaries etc.)
- v. To assess the impact of Convergence Mechanism at various levels and Departments (MoHFW, MoPRI, MoHRD, MoRD, MoDWS etc.) under POSHAN Abhiyaan

Annexure I

Nutrition and Health Interventions for first 1000 days under POSHAN Abhiyaan

- Iron and folic acid (IFA) supplementation
- Deworming
- Fortification (Iodized salt)
- IFA supplementation Calcium supplementation
- Food supplementation
- Counseling on nutrition during pregnancy
- Counseling on EIBF
- Malaria prevention
- Deworming
- Maternity benefits

- Conditional cash transfer
- Institutional birth
- Birth conducted by skill health personnel
- Delayed cord clamping
- Counseling- EIBF
- Counseling on kangaroo mother care
- IFA supplementation
- Calcium supplementation
- Food supplementation

- Counseling- EBF
- Counseling-Complementary feeding
- Immunization
- Vitamin A supplementation
- IFA supplementation
- Preventive zinc supplementation
- ORS with zinc during diarrhea
- Growth monitoring
- Food supplementation
- Management of SAM
- Management of MAM
- Deworming in children
- Sanitation

Pre-conception

Pregnancy

Delivery & Postnatal

Early childhood

I. Areas of Inquiry - Swadhar Greh

1. Budgetary allocation for the Scheme (Rs in Crore):

2018-19		2019-20
BE	RE	BE
95	50	50

2. Year of launch of the Scheme: 2015-16

3. Objectives of the Scheme:

The scheme envisions a supportive institutional framework for women victims of difficult circumstances so that they could lead their life with dignity and conviction. The funding pattern is 60:40 between the Centre and the States excepting for the North Eastern and Himalayan States where it is 90:10. In case of UT Administrations, 100% funding is borne by the Central Government. Swadhar Greh will be set up in every district with capacity of 30 women with the following objectives:

- To cater to the primary need of shelter, food, clothing, medical treatment and care of the women in distress and who are without any social and economic support.
- To enable them to regain their emotional strength that gets hampered due to their encounter with unfortunate circumstances.
- To provide them with legal aid and guidance to enable them to take steps for their readjustment in family/society.
- To rehabilitate them economically and emotionally.
- To act as a support system that understands and meets various requirements of women in distress.
- To enable them to start their life afresh with dignity and conviction.

4. Target Groups:

The benefit of the component could be availed by women above 18 years of age of the following categories:

- Women who are deserted and are without any social and economic support;
- Women survivors of natural disasters who have been rendered homeless and are without any social and economic support;
- Women prisoners released from jail and are without family, social and economic support;
- Women victims of domestic violence, family tension or discord, who are made to leave their homes without any means of subsistence and have no special protection from exploitation and/ or facing litigation on account of marital disputes;
- Trafficked women/girls rescued or runaway from brothels or other places where they face exploitation and Women affected by HIV/AIDS who do not have any social or economic support. However such women/ girls should first seek assistance under UJJAWALA Scheme in areas where it is in operation.
- **5. Number of Swadhar Grehs:** The total number of operational Swadhar Grehs as on date is 398.

6. Agencies involved:

Any of the following agencies/organizations can seek assistance under the Scheme:

- State Government agencies including Women Development Corporations established by the State Governments
- Central or State autonomous bodies.
- Municipal Bodies
- Cantonment Boards
- Panchayati Raj Institutions and Co-operative institutions
- Departments of Women and Child Development/Social Welfare of the State Governments which may construct Swadhar Greh and run them on their own or lease them to organization(s) having requisite experience for such period as deemed fit, for managing the operations under this scheme
- Public Trusts registered under any law for the time being in force
- Civil Society Organizations such as NGOs etc. having proven track record of working in the fields of women's welfare/social welfare/ women's education subject to the condition that such organization is registered under the Indian Societies Registration Act, 1860 or any relevant State Act;

7. Suggested Areas of Inquiry of the Study:

There are wide gaps in information and knowledge about Swadhar Greh, there is a need to conduct research that comprehensively understands the functioning and operations of shelter homes. The study will focus on assessing the following:

i. Governance and Implementation Capacity:

- Whether the admission procedure set in the guidelines are being followed by the Homes.
- Assessing the existing institutional capacity for the development, implementation and monitoring of the Scheme.
- Whether the background, experience, qualifications and initiatives of the nongovernment organizations running the Swadhar Greh have an impact on the successful running of the Homes.
- The nature and extent of involvement of State and the local Governments and community in the affairs of the Swadhar Greh

ii Finance

- Budgetary allocations and expenditure done under various components.
- Cost effectiveness of the Scheme vis-à-vis construction of the Swadhar Greh and services provided.
- Study of the cost benefit analysis of the Scheme

iii. Infrastructure and Quality of Services provided:

- The suitability and convenience of the location of the Swadhar Greh.
- Quality of these shelters in terms of provision of the basic amenities and compliance with the norms of residential space.
- Whether the facilities required to be provided to the beneficiaries such as boarding, lodging, medical, psychological counselling, recreational etc. are made available to the beneficiaries with equity and in accordance with the Scheme parameters.

- Quality of vocational training facilities in the Swadhar Greh and to examine
 whether they are contributing towards the economic rehabilitation of the
 beneficiaries.
- Whether the legal aid and counselling is provided to the beneficiaries and the quality of the legal aid provided.
- Quality of medical services provided. Whether a local doctor is engaged for Swadhar Greh and whether he visits the Swadhar Grehs atleast once a week.
- Quality of counselling provided.

iv. Institutions and Monitoring Mechanisms:

- Constitution of Monitoring Committee at the District level under the District Collector and at the State/UT level under the Secretary of Social Welfare Department of Women and Child Development in the State Government/UT
- If regular monitoring is conducted of the Scheme.

v. Human Resource:

• To review the capacity building efforts of the Swadhar Greh staff at the State and District level and the engagement of staff in implementation and planning of various services. Specifically to examine the match between the existing human resource and human resource requirement of the Scheme: to describe the current time use, capacity and training needs of the human resource; to analyze the training needs with respect to the current capacity of the human resource of Swadhar Greh staff.

vi. Convergence:

• Whether the Swadhar Greh Scheme is taking advantage of other Government programmes being run for the development of women.

J. Areas of Inquiry - Ujjawala Scheme

1. Budgetary allocation for the Scheme (Rs in Crore):

2018-19		2019-20
BE	RE	BE
50	20	30

3. Year of launch of the Scheme: 2007-08

4. Objectives of the Scheme:

"Ujjawala" – a Comprehensive Scheme for Prevention of Trafficking and Rescue, Rehabilitation, Re-integration and Repatriation of Victims of Trafficking for Commercial Sexual Exploitation. The Scheme was launched in the year 2007 with the objective to prevent trafficking of women and children for commercial sexual exploitation, to facilitate rescue of victims and placing them in safe custody, to provide rehabilitation services by providing basic amenities, to facilitate reintegration of victims into the family and society and to facilitate repatriation of cross border victims. The Scheme is being implemented mainly through NGOs. The funding pattern is 60:30:10 between Centre, States and Implementation Agency except North-Eastern States and Himalayan States where it shall be 80:10:10. In Union Territories the ratio between the Centre and Implementing Agency will be 90:10. The following are the components of the Scheme:

- Formation of community vigilance groups, sensitization workshops, awareness creation and preparation of awareness generating material, holding workshops, etc.
- Safe withdrawal of victims from the place of exploitation.
- Rehabilitation of victims by providing them safe shelter, basic amenities, medical care, legal aid, vocational training and income generation activities.
- Re-integration of victims into society.
- Provide support to cross-border victims for their safe repatriation to their country of origin.

5. Target Beneficiaries:

- Women and children who are vulnerable to trafficking for commercial sexual exploitation.
- Women and children who are victims of trafficking for commercial sexual exploitation
- 6. **Number of Projects:** As on date, the number of Ujjawala Projects all over the country is 267, including 133 Ujjawala Homes.

7. Agencies involved:

The implementing agencies can be the Social Welfare/Women and Child Welfare Department of State Government, Women's Development Corporations, Women's Development Centres, Urban Local Bodies, reputed Public/Private Trust or Voluntary Organizations. The organization must have adequate experience in the field of trafficking, social defence, dealing with women and children in need of care and protection, children in conflict with law, etc

8. Suggested Areas of Inquiry of the Study:

There are wide gaps in information and knowledge about Ujjawala Scheme, there is a need to conduct research that comprehensively understands the functioning and operations of shelter homes. The study will focus on the following:

i. Governance and Implementation Capacity:

- To assess existing institutional capacity for the development, implementation and monitoring of the Scheme.
- Whether the background, experience, qualifications and initiatives of the non-government organizations running the Scheme have an impact on the successful running of the Homes.
- The nature and extent of involvement of State and the local Governments and community in the affairs of the Scheme.

ii. Finance:

- Financial allocation for the Scheme and the expenditure done under various components.
- Cost effectiveness of the Scheme.
- Study of the cost benefit analysis of the Scheme.

iii. Infrastructure and the Quality of the Services Provided:

- The suitability and convenience of the location of the Protective and Rehabilitative Homes (P&R) and Half-way Homes.
- Quality of these shelters in terms of provision of the basic amenities and compliance with the norms of residential space. The quality of P&R Homes may be also assessed in terms of provision of the following:
 - o Medical Care
 - o Legal aid
 - Administrative cost to support small contingencies
 - Education for the young children and availability of textbooks, stationary, school uniform, and so on.
 - Vocational training and income generating activities
- Whether the facilities required to be provided to the beneficiaries such as boarding, lodging, medical, psychological counselling, recreational etc. are made available to the beneficiaries with equity and in accordance with the Scheme parameters.
- Quality of vocational training facilities provided and to examine whether they are contributing towards the economic rehabilitation of the inmates.
- Quality of legal aid and counselling is provided to the beneficiaries and the quality of the legal aid provided.

iv. Institutions and Monitoring Mechanisms

- Constitution of Monitoring Committees at the State level.
- Whether the regular monitoring of the Scheme are being conducted by the Central and the State Governments.
- Whether additional periodic inspections are undertaken by the institutions like Panchayati Raj Institutions, Block Level Institutions, and District Level Institutions.

v. Human Resource:

• To review the capacity building efforts of the Ujjawala Scheme staff at the State and District level and the engagement of staff in implementation and planning of various services. Specifically to examine the match between the existing human resource and human resource requirement of the Scheme: to describe the current time use, capacity and training needs of the human resource; to analyze the training needs with respect to the current capacity of the human resource of Ujjawala staff.

vi. Convergence:

• Whether the Ujjawala Scheme is taking advantage of other Government programmes being run for the development of women.

vii. Impact Assessment and Evaluation of Outcomes:

- Impact of the Scheme in terms of number of shelters constructed and the beneficiaries.
- IEC activities conducted and impact on behavioural change and awareness of the beneficiaries.
- Impact of the Scheme to be assessed in terms of the following:
 - Prevention: Formation and functioning of Community Vigilance Groups;
 Sensitization Workshops/Seminars; Awareness generation through mass media; Development and printing of awareness generation etc
 - o Rescue: Information gathering; on traffickers, suspicious people and vulnerable families; rescue operations that includes transportation and initial document etc; immediate relief etc
 - o Rehabilitation: Setting up of Protective and Rehabilitative (P&R) Homes; basic amenities; medical care; legal aid; administrative costs; education; vocational training and income generation activities.
 - o Re-integration: Setting up of Half-Way Homes; restoration to families, etc
 - o Repatriation (cross-border): expenses incurred in repatriation.
- Identification of bottlenecks and shortcomings in the Scheme design which hamper the speedy implementation of the Scheme and provide suggestions/ recommendations for improvement of the Scheme.
- To document innovative approaches and best practices undertaken in the Scheme.
- To document the views and perception of the beneficiaries and other stakeholders regarding the implementation of the Scheme and to also understand the aspirations and expectations of the beneficiaries regarding the Scheme.

K. Areas of Inquiry - Working Women Hostel Scheme

1. Budgetary allocation for the Scheme (Rs in Crore):

2018-19		2019-20
BE	RE	BE
60	52	165

2. Year of launch of the Scheme: 1972-73

3. Objectives of the Scheme:

Working Women Hostel Scheme aims at providing safe and affordable accommodation to working women. These hostels have Day care facility for the children of inmates too. The Ministry provides financial support for establishing such hostels by NGOs or State Governments. The cost sharing ratio amongst the Central Government, States/ UTs (other than North-East and Himalayan States) and Implementing Agencies will be 60:15:25 for construction of building for Working Women Hostel/ running hostel in rented premises. For North-East and Himalayan States, the ratio will be 65:10:25.

4. Target Beneficiaries:

- Working women, who may be single, widowed, divorced, separated, married but
 whose husband or immediate family does not reside in the same city/area.
 Particular preference may be given to women from disadvantaged sections of the
 society. There should be also provision for reservation of seats for physically
 challenged beneficiaries.
- Women who are under training for job provided the total training period does not exceed one year. This is only on the condition that there is vacancy available after accommodating working women. The number of women under training for job should not exceed 30% of the total capacity.
- Girls up to the age of 18 years and boys up to the age of 5 years, accompanying working mothers will be provided accommodation, with their mothers. Working mothers may also avail of the services of the Day Care Centre, as provided under the scheme.
- **5. Number of Projects:** As on 15th April, 2019, 952 hostels have been sanctioned under the scheme of Working Women Hostel all over the country.

6. Agencies involved:

- State Government agencies including Women Development Corporations, Women Finance Corporations etc.
- Urban Municipal Bodies including Cantonment Boards
- Panchayati Raj Institutions
- SHGs (Self Help Groups)
- Recognized Colleges/ Universities
- Civil Society Organisations having proven track record of working in the fields of women's welfare/ social welfare/ women's education subject to the condition that such organization is registered under the Indian Societies Registration Act, 1860

or any relevant State Act; Public Trusts registered under any law for the time being in force, and Co- operative institutions meeting the stipulated criteria.

7. Suggested Areas of Inquiry of the Study:

The study will focus assessing the following themes:

i. Governance and Implementation processes:

- Whether the admission procedure set in the guidelines are being followed.
- Existing institutional capacity for the development, implementation and monitoring of the Scheme.
- Whether the background, experience, qualifications and initiatives of the nongovernment organizations running the Scheme have an impact on the successful running of the working women hostels
- The nature and extent of involvement of State and the local Governments and community in the affairs of the Scheme.

ii. Finance

- Financial allocation for the Scheme and the expenditure done under various components.
- Analyse the cost effectiveness of the Scheme.
- Study of the cost benefit analysis of the Scheme.

iii. Infrastructure and Quality of Services provided:

- The suitability and convenience of the location of the working women hostel.
- The quality of the working women hostel in terms of provision of basic amenities and if day care crèche facilities are provided. Quality of working women hostel may be also assessed on additional parameters like:
 - o Installation of CCTV at the entrance and other security measures.
 - O Cleanliness of day care centres and if it is safe, well-ventilated, with adequate reading and playing materials for children.
 - Medical first aid
 - O Attendance registers and contact details of the beneficiaries as well as mothers of the children.

iv. Institutions and Monitoring Mechanisms:

- If the monitoring of the Scheme and functioning of the hostel is done regularly by the District Administration. Whether the half yearly report is sent to the Ministry of Women and Child Development.
- Creation and functioning of the Program Monitoring Unit at the central level and Hostel Management Committees, which is responsible for monitoring the management of the hostels.

v. Human Resource:

• Assess the match between the existing human resource and human resource requirement of the Scheme: to describe the current time use, and capacity of the human resource to understand if there is a human resource shortage.

vi **Convergence:**

• Whether the Working Women Hostel Scheme is taking advantage of other Government programmes being run for the development of women.

vii. Impact Assessment and Evaluation of Outcomes:

- Impact of the Scheme in terms of number of working functional women hostel constructed and the beneficiaries.
- Identification of bottlenecks and shortcomings in the Scheme design which hamper the speedy implementation of the Scheme and provide suggestions/ recommendations for improvement of the Scheme.
- To document innovative approaches and best practices undertaken in the Scheme.
- To document the views and perception of the beneficiaries and other stakeholders regarding the implementation of the Scheme and to also understand the aspirations and expectations of the beneficiaries regarding the Scheme.

L. Areas of Inquiry - Scheme for Adolescent Girls

1 Background

Adolescence, a vital stage of growth and development, marks the period of transition from childhood to adulthood. It is characterized by rapid physical, changes resulting in sexual, psychosocial and behavioural maturation. Adolescence is also the stage when young people extend their relationships beyond parents and family and are intensely influenced by their peers and the outside world. Studies show that millions of adolescents today do not enjoy access to quality education, basic health care, hygiene and sanitation support for mental health issues and disability, protection from violence, abuse and exploitation, and forums for active participation. Adolescents who are marginalized or poor are less likely to transition to secondary education and are more likely to experience violence, abuse and exploitation.

To address the limitations and gaps of adolescent girls, a new comprehensive scheme SAG was introduced in FY 2010-11 to focus on the nutritional, health and life cycle needs of AGs in a comprehensive manner. Realizing the multi-dimensional needs of out of school adolescent girls (11-14 years) and with a aim to motivate these girls to join school system, the Government approved implementation of Scheme for Adolescent Girls (SAG) to focus on out of school adolescent girls in the age group of 11-14 years in the FY 2017-18. With expansion of the scheme to all the districts of the country, the erstwhile existing Kishori Shakti Yojana (KSY) has been phased out.

2. About the scheme Scheme for Adolescent Girls (SAG) aims at all-round development of out of school adolescent girls of 11-14 years by making them 'self reliant' by improving their health and nutrition status, promoting awareness about health, hygiene, nutrition, family and child care and facilitating access to learning about public services through various interventions such as guidance and counselling. The scheme also aims towards mainstreaming out of school AGs into formal/non formal education.

Scope of the scheme

The scheme focuses on all out-of-school AGs in the age group of 11 to 14 years under all ICDS projects in all the districts across the country. Nearly 17 lakh adolescent girls per annum are expected to be benefitted under the scheme.

Target Group: The Scheme will cover out of school girls in the age group of 11-14 years.

Platform: The scheme is implemented through existing Anganwadi Centres (AWCs) under Integrated Child Development Scheme (ICDS).

Objectives of the Scheme

The key objective of the scheme is to facilitate, educate and empower AGs so as to enable them to become self-reliant and aware citizens. The scheme has the following objectives:

- i) Enable the AGs for self-development and empowerment.
- ii) Improve their nutrition and health status.
- iii) Promote awareness about health, hygiene, nutrition

- iv) Support out of school AG to successfully transition back to formal schooling or bridge learning / skill training.
- v) Upgrade their home-based skills and life skills.
- vi) Provide information/guidance about existing public services such as Primary Health Centers, Rural Hospitals/CHCs, Post Office, Bank, Police Station, etc.

Services: A package of services would be given to adolescent girls is as under:

- i) Nutrition provision
- ii) Iron and Folic Acid (IFA) supplementation
- iii) Health check-up and Referral services
- iv) Nutrition & Health Education (NHE)
- v) Mainstreaming out of school girls to join formal schooling, bridge course/skill training
- vi) Life Skill Education, home management etc
- vii)Counselling/Guidance on accessing public services.

The Needs of the AGs viz. physical, physiological and health needs have been taken into consideration while designing the services. The scheme has two component (i) Nutrition and (ii) Non nutrition:

(i) Nutrition Component: Each out of school AGs in the age group of 11-14 years registered under the scheme will be provided supplementary nutrition similar to that of pregnant women and lactating mothers under ICDS containing 600 calories, 18-20 grams of protein and micronutrients for 300 days in a year. Nutrition to be given in the form of Take Home Ration (THR) or Hot Cooked Meals (HCM) whichever is feasible. However, if hot cooked meal is provided to them, strict quality standards have to be put in place.

Cost for Nutrition provision: The financial norms are Rs. 9.5/- per beneficiary per day for 300 days in a year. This is inclusive of the cost of micronutrient fortification.

Funding pattern: The Government of India and States/ UTs with legislation share the cost of supplementary nutrition in ratio of 50:50. For eight North Eastern States (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Sikkim) and three special category Himalayan States (Himachal Pradesh, Jammu & Kashmir and Uttarakhand), the share of Centre and State is in the ratio of 90:10 and Union Territories (without legislation) are funded 100% of the financial norms or the actual expenditure incurred whichever is less.

(ii) Non Nutrition Component: The scheme aims at motivating out of school girls in the age group of 11-14 years to go back to formal schooling or skill training under non-nutrition component of the scheme. The other services under non nutrition component are IFA supplementation, Health check-up and Referral services, Nutrition & Health Education, Life Skill Education and Counselling/Guidance on accessing public services. Emphasis need to be made on convergence of services under various schemes/programmes of Health, Education, Youth Affairs & Sports, Panchayati Raj etc so as to achieve the desired impact.

Non Nutrition Services are provided @ Rs. 1.1 lakh per project/annum to out of school adolescent girls of age 11-14 years by establishing convergence with concerned Departments. NGOs may be engaged by the States/UTs to impart various non nutrition services under the scheme.

Funding pattern: The Government of India and States/ UTs with legislation share the cost under non-nutrition component in ratio of 60:40. For eight North Eastern States (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Sikkim) and three special category Himalayan States (H.P., J&K and Uttarakhand), the share of Centre and State is in the ratio of 90:10 and Union Territories (without legislation) are funded 100% of the financial norms.

The scheme and its guidelines are available on the Ministry's website.

3. Purpose of the study

Adolescent Girls are core resource for national growth. Investment in their health and development is investment in the greater well-being of the country. Considering that several of these girls are out of school, get married early, face discrimination in accessing health, education & other services, work in vulnerable situation, and are influenced by peer pressure, they need special attention. The public health challenges for adolescents, which include pregnancy, risk of maternal and infant mortality, etc., require influencing the health-seeking behaviour of AGs. They need to be looked at in terms of their needs both as a group as well as individuals as they are the productive members of the society in future. Recognizing the unmet needs of AGs, Scheme for Adolescent Girls – SAG was launched as a comprehensive intervention for out of school adolescent girls in FY 2010-11, realizing the multi-dimensional needs of out of school adolescent girls (11-14 years), the implementation of Scheme for Adolescent Girls (SAG) was approved to focus on out of school adolescent girls in the age group of 11-14 years.

In order to appraise the progress and achievement of any project and to evaluate the impact of various inputs, this evaluation will enable the Ministry to improve and enhance the reach and performance of the scheme. All of the above clearly brings out the need to evaluate the Scheme for Adolescent Girls SAG.

4. Objectives of the Evaluation:

- i. To assess the scheme from the perspective of:
 - Functioning of the scheme and all its components
 - o Nutrition component
 - o Non Nutrition component
 - Administrative component
 - Flow of funds
 - o Training component
 - o Promotion & Publicity component
 - AGs (out of school) being serviced through the scheme including Sakhi's and Saheli's
 - Role of government officials (State level, district level, block level and village level) their response towards the scheme

- Non-beneficiaries those who are not a part of the scheme including OOS adolescent girls of 14+ to 18 years.
- Other stakeholders
 - o Families of the AGs towards the scheme
 - o PRI members, Community leaders of the village
- ii. To assess the strengths of the scheme and barriers against the scheme
- iii. To provide a 'way forward' for the scheme

5 Target Group for the study

As mentioned earlier, the key target of the scheme is the OOS adolescents between 11-14 years. However, in order to gain a complete understanding of the scheme from all key stakeholders, we would recommend the following target audience.

- i. Adolescent Girls
 - Out of school girls (11-14 yrs)
 - Sakhi's & Saheli's
- ii. Non beneficiaries (out of school 11-14 yr old girls residing in the village but not a registered as SAG beneficiary and not attending AWCs). Also the views of OOS girls of age 14-18 years can be obtained about the scheme.
- iii. Government Officials/functionaries (at the state level and below)
 - State Official Nodal person
 - District Program Officer
 - CDPO
 - Supervisor
 - AWW
- iv. Other stakeholders
 - Families of adolescent girls (being benefited from the scheme)
 - PRI members, Community leaders of the village etc.
 - Health, Skill Development, Labour, Sports and Education departments

6. Scope of Work

The consultant is expected to perform the activities, including but not limited to the following:

Review the Scheme on the basis of the parameters (indicative)

The consultant is expected to carry out its evaluation on basis of the various process and impact indicators detailed below however the study of the consultant is not limited to these indicators.

i. Process and Impact Indicators

SAG aims at all-round development of out-of-school adolescent girls of 11-14 years by making them 'self-reliant' by improving their health and nutrition status. In addition to improving the health and nutrition status of AGs, the scheme is expected to bring about the change in knowledge, attitude and practices (KAP) amongst the beneficiaries, their families and other stakeholders. The proposed research should include both process and impact indicators for assessing the performance of the scheme with respect to improvement in nutrition and health indicators, empowering adolescent girls, increased staff capacity and technology, monitoring and reporting mechanism etc.

• Health and Nutrition status of adolescent girls

Nutrition

- o Nutrition norms (calorific, financial and no. of feeding days), type of nutrition and it's quality
- o BMI of the beneficiaries

• Health seeking behaviour

- Health services under SAG and its delivery
- IFA supplementation procurement and distribution and its consumption

• Status of Education

- Awareness amongst girls to join school
- New enrolments' and Reduction in dropout rates

• Skill Training

- Mechanism adopted for skill upgradation
- o post training impact

• Empowerment of AGs

- Consumption of THR
- Participation in Kishori Diwas
- Awareness with regards to: -
 - > IFA supplementation & dietary diversification
 - Nutrition, Health and Hygiene, sanitation
 - > Family/home management
 - ➤ Legal rights
- o Personality development, leadership qualities and team spirit

• <u>Convergence</u>

- o Review of convergence strategy
- Suggestion to bridge existing gaps
- ii. Monitoring and Reporting mechanism and Technology Induction The consultant is expected to review the existing sag-rrs MIS system (both financial and physical) under SAG, identify gaps and suggest an appropriate IT system of reporting under the scheme.

iii. Training and Capacity Building

To review the training and capacity building system for the ICDS functionaries at various levels, assess the level to awareness and perception among the functionaries about the scheme. The consultant is expected to suggest a capacity building strategy to bridge the existing gaps (in any) for better implementation of the scheme.

iv. Advocacy

The consultant will also be expected to study the advocacy efforts made by the states (involving all the stakeholders) for the publicity of the scheme. The consultant is expected to provide an advocacy strategy for better publicity of the scheme.

M. Areas of Inquiry- Beti Bachao Beti Padhao (BBBP) Scheme

The scheme aims at improvement in declining Child Sex Ratio (CSR); Ensuring survival and protection of the girl child; ensuring her Education and empowering her to fulfil her potential. Presently, it is being implemented in 161 districts.

1. Budgetary allocation (Rs. In Crore):

Financial Year	B.E/ R.E.	Expenditure
2014-15	50	36.3
2015-16	75	63.62
2016-17	43	32.69
2017-18	200	169.10
2018-19	280	244.92
2019-20	280	

Note- Total cost of the project is Rs.1132.5 Crores is for F.Y. 2017-18, 2018-19 & 2019-20

2. Year of launch of Scheme: January 2015

3. Objectives

- i. To prevent gender biased sex selective elimination
- ii. To ensure survival and protection of the girl child
- iii. To ensure education and participation of the girl child

4. Target groups

Primary	Young and newly married couples; Pregnant and Lactating mothers; parents
Secondary	Youth, adolescents (girls and boys), in-laws, medical doctors/ practitioners, private hospitals, nursing homes and diagnostic centres
Tertiary	Officials, PRIs; frontline workers, women SHGs/Collectives, religious leaders, voluntary organizations, media, medical associations, industry associations, general public as a whole

5. Components

- i. Media Advocacy and outreach
- ii. Multi-Sectoral action in 405 Selected Districts covering all States/UTs low on CSR

6. Strategies

- i. Implement a sustained Social Mobilization and Communication Campaign to create equal value for the girl child & promote her education.
- ii. Place the issue of decline in CSR/SRB in public discourse, improvement of which would be an indicator for good governance.
- iii. Focus on Districts and Cities low on CSR for intensive & integrated action.

- iv. Mobilize & Train Panchayati Raj Institutions/Urban local bodies/ Grassroot workers as catalysts for social change, in partnership with local community/women's/youth groups.
- v. Facilitating service delivery structures/schemes & programmes are sufficiently responsive to issues of gender and children's rights.
- vi. Enable Inter-sectoral and inter-institutional convergence at District/Block/Grassroot levels.

7. Geographical area covered

Initially the Scheme was launched in 100 districts during the **first phase** covering all States/UTs. It was further expanded in 61 additional districts in the year 2016 to across 11 States/UTs during **second phase**. Considering the encouraging results of implementation in 161 districts the Government of India has expanded the BBBP Scheme in all 640 districts (as per census 2011) of the Country to have a deeper positive impact on Child Sex Ratio. Currently the Scheme is being in 405 districts in the component of multi-sectoral action, while remaining 235 districts are covered under the media, advocacy & outreach.

2014-15	2015-16	2018-19	Total
BBBP launched on	Expanded to 61	All India expansion	640 districts (as
22 nd January, 2015 in	districts from11	 Multi sectoral 	per Census
100 districts covering	States in Phase-II	intervention in	2011)
all States/UTs		244 districts	
in Phase-I		 Media, 	
		Advocacy and	
		Outreach in	
		235 districts	

8. Scheme as per 14th Finance Commission

- i. BBBP Scheme is expanded during the Financial Years 2018-19 on a All India basis.
- ii. Multi sectoral action in 405 Districts and Media, advocacy & outreach in 235 Districts.

9. Agencies involved

Anchored by the Ministry of Women & Child Development (MWCD), it is a tri-ministerial effort with the Ministries of (a) Health & Family Welfare (MoHFW) and (b) Human Resource Development (MoHRD)

National level	A National Task Force for BBBP headed by Secretary, WCD with
	representation from concerned ministries namely Ministry of Health
	& Family Welfare, Ministry of Human Resource Development,
	National Legal Services Authority, Department of Disability Affairs
	and Ministry of Information & Broadcasting; Gender Experts and
	Civil Society representatives. The Task Force will provide guidance
	and support; finalize training content; review state plans and monitor
	effective implementation.
State level	State Task Force (STF) with representation of concerned Departments

District level	(Health & Family Welfare; Education; Panchayati Raj/ Rural Development) including State Level Services Authority and Department of Disability Affairs for BBBP. State Resource Centre for Women (SRCW) under Mahila Shakti Kendra (MSK), wherever functional will function as PMU to provide technical & coordination support to State level. District Task Force (DTF) led by the District Collector/Deputy Commissioner with representation of concerned departments (Health & Family Welfare; Appropriate Authority (PC&PNDT); Education; Panchayati Raj/ Rural Development, Police) including District legal Services Authority (DLSA) will be responsible for effective implementation, monitoring & supervision of the District Action Plan. Technical support and guidance for the implementation of Action Plan in the district would be provided by District Programme Officer (DPO) in the District ICDS Office for formulation of District Action Plan using the Block level Action Plans. A Gender expert/CSO member may also be included in the Task Force. District Level Centre for Women (DLCW) under Mahila Shakti Kendra (MSK), wherever functional will function as PMU to provide
Block level	A Block level Committee would be set up under the Chairpersonship of the Sub Divisional Magistrate/Sub Divisional Officer/Plack
	of the Sub Divisional Magistrate/Sub Divisional Officer/Block Development Officer (as may be decided by the concerned State Governments) to provide support in effective implementation, monitoring & supervision of the Block Action Plan
Gram	The respective Panchayat Samiti/Ward Samiti (as may be decided by
Panchayat/Ward	concerned State Governments) having jurisdiction over the concerned
level	Gram Panchayat/Ward would be responsible for the overall
	coordination & supervision for effectively carrying out activities
	under the Plan.
Village level	Village Health Sanitation and Nutrition Committees, (recognized as
	sub committees of panchayats) will guide and support village level
	implementation and monitoring of the plan. Frontline workers
	(AWWs, ASHAs & ANMs) will catalyze action on ground by
	creating awareness on the issue of CSR, collecting data, dissemination
	of information about schemes/programmes related to girl child & their
	families etc

10. Suggested Areas of Inquiry of the Study:

There are wide gaps in information and knowledge about BBBP, there is a need to conduct research that comprehensively understands the implementation of the scheme and its impact on beneficiaries. The study will focus on the following:

i. Governance and Implementation Capacity

- To assess the impact of District Task Force (DTF) as a strong monitoring perspective and supportive supervision body.
- To assess existing Institutional capacity for the development, implementation and monitoring of the Scheme.

- To assess the coverage and frequency of Training of Elected Representatives/ Grassroot functionaries as Community Champions for mobilizing communities to improve CSR and promote Girl's education.
- To assess the impact of the Scheme on target groups and the community
- To identify major constraints/challenges in the scheme and suggest remedial measures with way forward
- To document innovative approaches and best practices undertaken in the Scheme.

ii. Implementation and Quality of Services provided

- To carry out secondary review of literature
- To conduct field visits in selected districts by MoWCD (**primarily focus in 161 districts**)
- To review methodology for the surveys/concurrent evaluation mechanism to maintain uniformity
- To document the views and perception of the beneficiaries and other stakeholders regarding the implementation of the Scheme and to also understand the aspirations and expectations of the beneficiaries regarding the Scheme

iii. Impact Assessment and Evaluation:

- Review the performance of the Districts on the following key monitorable targets
 - o Improvement in Sex Ratio at Birth (SRB) in selected districts
 - Reduction in Gender differentials in Under Five Child Mortality Rate
 - o Increase in no. of institutional deliveries per year
 - o Increase in 1st Trimester ANC Registration per year
 - o Increase in enrolment of girls in secondary education
 - o Provision of functional toilet for girls in every school in selected districts
 - o Reduction in number of underweight and anemic girls under 5 years of age
- Check the universalization of ICDS, girls' attendance and equal care monitoring, using joint ICDS NHM Mother Child Protection Cards
- Check the Implementation of Pre-Conception and Pre-Natal Diagnostic Techniques (PCPNDT) Act, 1994 to check female foeticide and protect girl child
- Assess the impact of media & advocacy for awareness generation and change in mindset.

iv. Finance

• To assess the budgetary allocations and funds utilized under the Scheme vis-à-vis multi-sectoral action, awareness generation campaigns by developing IEC materials, Nation-wide mass communication campaigns, wall painting, etc

v. Convergence:

- To check whether the BBBP Scheme is taking advantage of other Government programmes being run for improving CSR and protection of girl child.
- Check the convergence of activities of District Task Force (DTF) with other district Level Committees on women empowerment that were proposed to be set up.

N. Areas of Inquiry - One Stop Centre Scheme

- 1. Name of the Scheme: One Stop Centre Scheme
- 2. Budgetary allocation for the Scheme (Rs in Crore):

2015-16		2016-17		2017-18	
BE	RE	BE	RE	BE	RE
14	13	75	75	90	90

- 3. **Year of launch of the Scheme:** 1st April, 2015
- 4. **Objectives of the Scheme:** The Ministry of Women and Child Development, Government of India (GOI) has been implementing One Stop Centre (OSC) Scheme since 1st April 2015. Popularly known as *Sakhi* One Stop Centres, the OSC Scheme is funded under Nirbhaya Fund. The central objective of the OSC Scheme is to provide a range of integrated services under one roof for women affected with violence such as Police facilitation, medical aid, providing psycho-social counselling, legal aid and legal counselling and temporary shelter etc. As per the Supreme Court order dated 11th December, 2018, every district in the country should set up one OSC within a year.

The OSC Scheme is being implemented through Nirbhaya Fund with 100% from the Centre. In 2015-16 funds were directly disbursed to the State Government. However due to the change of guidelines of the Ministry of Finance in 2016-17 for 60: 40 disbursements of the Central Sector/Centrally Sponsored funds to the State, fund for the OSC Scheme were provisioned for disbursement at district level to avail 100% of the funding from the Nirbhaya Fund.

This shift led to the creation of dedicated bank accounts at the district level for the OSC Scheme. For those States already in receipt of funds in the first two phases (prior to the change in the guidelines) had to transfer the funds from State exchequer to the district level account of OSC managed by the District Magistrate.

OSCs have been approved to be set up either in new constructed building in an approved design or in existing buildings or in temporary facility till the construction of OSC building is complete.

The following are the features of the Scheme:

- i. Setting up of OSCs within 2 kms of a medical facility either in constructed building or existing building or in temporary facility till the building construction is complete.
- ii. Providing round the clock services emergency and non-emergency services to aggrieved women. The emergency services would include Police facilitation and medical aid. The non-emergency services would include counselling services in the nature of psycho-social, legal counselling, legal aid and referral services for extended temporary shelter etc.
- iii. Providing 5 integrated services at OSCs under one roof namely: (i) Police facilitation (ii) medical aid (iii) providing psycho-social counselling (iv) providing legal aid and legal counselling and (v) temporary shelter for 5 days.

5. Target Beneficiaries:

- i. Women affected with violence
- ii. Women in difficult circumstances needing immediate assistance
- iii. Women needing emergency and non-emergency services
- 6. **Number of OSCs for Evaluation:** 186 (In the FY 2016-17, 36 OSCs were approved with one each in the State and UT. In phase two, 150 OSCs were approved for States only).

7. Agencies involved:

The implementing agencies involved are the District Administration and State Government- Social Welfare/Women and Child Welfare Department of State Government, Women's Development Corporations.

7. Suggested Areas of Inquiry of the Study:

The study will focus on the following:

i. Operationalization and Implementation of OSC:

The objectives of the proposed evaluation of the OSC Scheme are analysis of governance and implementation vis-a-vis its guidelines with a focus on:

- To assess existing infrastructural capacity of the Scheme
- To assess the quality of services provided to women by OSC Functionaries
- The nature and extent of involvement of State and the district administration in the implementation of the OSC Scheme.

ii. Finance:

- Financial allocation for the Scheme and the expenditure done under various components.
- Cost effectiveness of the Scheme in terms of the component of the scheme as OSCs are mandated to be operational for round the clock services.
- Cost analysis of the Scheme.

iii. Infrastructure and the Quality of the Services Provided:

- The suitability and convenience of the location of the OSC.
- Quality of services at OSC in terms of provision of the basic amenities and compliance with the norms of infrastructural space. The quality of OSCs operational in new constructed buildings, existing buildings and temporary facility may be also assessed in terms of provision of the following:
 - o Police Facilitation
 - Medical Care
 - o Psycho-social counselling
 - o Legal aid and counselling
 - o Temporary shelter
- Whether the facilities required to be provided to the beneficiaries such as boarding, lodging, medical, psychological counselling etc. are made available to the beneficiaries in an integrated manner and in accordance with the OSC Scheme parameters.

- Quality of services provided at OSCs
- Inter-coordination among stake holders for rendering coordinated response to aggrieved women.
- Quality of psycho-social counselling provided to the beneficiaries and the quality of the legal aid and legal counselling provided to aggrieved women.

iv. Institutions and Monitoring Mechanisms

- Constitution of Task Force at the District Level
- Whether the regular monitoring of the Scheme are being conducted by the Central and the State Governments.
- Periodic inspections, reviews and monitoring is undertaken by the Central Government, State Government and District Administration.

v. Human Resource:

- To review the educational qualifications of the OSC personnel in the following categories:
 - <u>Centre Administrator</u>: First point of contact and is responsible for overall administration of OSCs
 - Case Worker: For registering cases at OSCs
 - o Psycho-Social Counsellor: For providing psycho-social counselling services
 - o <u>Legal Counsellor</u>: For providing legal aid and counselling services
 - o <u>Police Facilitation Officer</u>: For providing facilitation for registering FIRs
 - o Medial Aid Personnel: For providing medical aid at OSCs
 - o IT Worker: For Providing IT support for generating reports etc. and OSC cases.
 - Multipurpose Helper: For providing all kind of support services at OSCs for the OSC personnel and the women availing services at OSCs
 - o Security Guard: For upkeep of the security of the OSCs

To review the capacity building efforts of the OSC Scheme personnel at the State and District level and the engagement of personnel for OSC implementation for integrated services. Specifically to examine the match between the existing human resource and human resource requirement of the Scheme: to describe the current time use, capacity and training needs of the human resource; to analyze the training needs with respect to the current capacity of the human resource of OSC personnel. (The OSC personnel would either be attached or deputed till recruitment of OSC personnel is complete).

Any training and capacity building program by Central Government, State Government and District Administration and impact of the training & capacity building program on the OSC Functionaries and delivery of services.

vi. Convergence:

• Whether the OSC Scheme is working in convergence with of other Government programmes being run for the development of women in difficult circumstances

• Whether the OSC Scheme is utilizing the schemes provided by other Government institutions/departments being run for the development of women in difficult circumstances such as Police Stations, District Hospitals, Shelter Homes, Family Counselling Centres, Special Cells and additional support centres/ initiatives of the State Government or District Administration

vii. Impact Assessment Process Evaluation of Outcomes:

- Impact of the Scheme in terms of number of OSCs set up either in new constructed buildings, existing buildings or temporary facility till building construction is complete and the total number of beneficiaries availing services at OSCs.
- Total number of success stories at the OSCs
- IEC activities conducted and impact on behavioral change and awareness of the beneficiaries
- Impact of the Scheme to be assessed in terms of the following:
 - o Operationalization of OSCs
 - > Setting up of OSCs infrastructure as per the Scheme Guidelines in either new constructed buildings, existing buildings and temporary facility
 - > Provision of 5 integrated range of services at OSCs under one roof
 - > Total number of beneficiaries of the scheme
 - > Total number of success stories at OSCs as per the reports of the beneficiaries
- Identification of bottlenecks and shortcomings in the Scheme design which hamper the speedy implementation of the Scheme and provide suggestions/ recommendations for improvement of the Scheme.
- To document innovative approaches and best practices undertaken in the Scheme.
- To document the views and perception of the beneficiaries and other stakeholder regarding the implementation of the Scheme and to also understand the aspirations and expectations of the beneficiaries regarding the Scheme.

O. Areas of Inquiry - Universalisation Of Women Helpline Scheme

- 1. Name of the Scheme: Universalisation of Women Helpline Scheme
- 2. Budgetary allocation for the Scheme (Rs in Crore):

2018-19		2019-20	
BE	RE	BE	RE
28.80	28.80	17.78	17.78

3. Year of launch of the Scheme: 2015

4. **About the Scheme:** The Scheme of Universalisation of Women Helpline is intended to provide 24 hours emergency and non-emergency response to women affected by violence through referral (linking with appropriate authority such as police, One Stop Centre, hospital etc) and by providing information about women related government schemes and programs across the country through a single uniform number. Department of Telecommunication, Government of India has allocated short code 181 to all States/UTs as Women Helpline. Under the WHL Scheme, the States/UTs will utilize or augment their existing women helplines through dedicated single national number. The number (181) is envisaged to be compatible with all the existing telecommunication channels.

5. Objectives of the Scheme:

The Women Helpline acts as a referral and first point of contact for women in distress. It gives women access to formal support in their day to day problems and provides relevant information about policies. The key objectives of the WHL Scheme are as under:-

- i. To provide toll-free 24 hours telecom service to women affected by violence seeking support and information
- ii. To facilitate emergency and non-emergency response through referral to the appropriate agencies such as Police/Hospitals/Ambulance Services/District Legal Service Authority (DLSA)/One Stop Centre/ Family Counselling Centres/ District Magistrate/District Social Welfare Officer/District Panchayat Raj Oficer/ Blood Banks/Mahila Police Volunteers/Municipalities etc.
- iii. To provide information about the appropriate support services, government schemes and programmes available to the women affected by violence, in her particular situation within the local area in which she resides or is employed.

6. Target Beneficiaries:

- i. Women and girls facing violence within public or private sphere of life
- ii. Women and girls seeking information about women welfare schemes and programmes.
- iii. Women and girls in any difficult circumstance seeking help
- iv. Women and girls seeking non-emergency referral services

7. Status of the Scheme:

At present, Women Helpline is functional across 32 States/UTs -Andaman and Nicobar Islands, Andhra Pradesh, Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Chandigarh (UT), Daman & Diu, Dadra & Nagar Haveli, Delhi, Gujarat, Goa, Haryana, Himachal Pradesh, Jammu & Kashmir, Jharkhand, Kerala, Karnataka, Madhya Pradesh, Manipur, Mizoram, Maharashtra, Meghalaya, Nagaland, Odisha, Rajasthan, Punjab, Sikkim, Telangana, Tamil Nadu, Uttarakhand and Uttar Pradesh. Implementation of Helpline is under process in Puducherry.

8. Major Components of the Scheme:

- i. **Referral Service:** WHL acts as a referral service where the cases of women seeking assistance are referred to the appropriate agencies such as police, DLSA, OSC etc. Regular follow-ups are carried out with different agencies regarding the status of pending cases. Feedback is collected from the distressed women regarding quality of service and future course of action.
- ii. Data Management through Management Information System (MIS): A web enabled MIS is developed to provide user friendly and easily accessible one single portal giving due regard to confidentiality of women affected by violence. Information of women seeking assistance is fed into the system as per the prescribed format and a Unique ID Number is generated through which the case is followed by the authorities from district to central level. A Resource Directory is also collated from resource mapping at the State Level and uploaded in the MIS.
- iii. **WHL-OSC Integration:** OSC and WHL are integrated and have a common backend dashboard, which is used by both these services to continuously update the status of a case, including referral, follow ups etc.

9. Administration of the Scheme:

At the national level, Ministry of Women and Child Development would be responsible for budgetary control and administration of the Scheme. At the State Level, Department of Women and Child Development would be responsible for overall direction and implementation of the Scheme.

10. Agencies involved:

- i) In 2015-16, the funds were provided to State Government.
- ii) In 2016-17: The funds were disbursed to districts after the change of financial guidelines. Thereafter District Collector/District Magistrate (DC/DM) implements the Women Helpline Scheme in the State and funds are directly released to the designated DC/DM. The components under the Scheme are implemented by the State Governments/UT Administrations directly or through NGOs.

11. Suggested Areas of Inquiry of the Study:

There is a need to conduct research that comprehensively understands the implementation of the Scheme and its impact on beneficiaries. The study will focus on the following:

i. Governance and Implementation Capacity:

• To assess existing institutional of the Scheme.

- To assess the impact of the Scheme on beneficiaries and the community
- To assess the initiatives taken by the State Government/UT Administration in strengthening the Women Helpline Scheme
- To assess the level of integration of the Scheme with institutions at the State, District and Block level.

ii. Finance:

- Financial allocation for the Scheme and the expenditure undertaken under various components as per the guidelines
- Cost effectiveness of the Women Helpline Scheme.
- Cost analysis of the Women Helpline Scheme.

iii. Infrastructure and the Quality of the Services Provided:

- Whether OSCs across districts are integrated with Women Helpline and have a common dashboard.
- Whether a web based user friendly MIS has been developed and if case-wise/category wise data is maintained.
- Whether Rescue Van facility is available for medical and emergency purposes and if these rescue vans are deployed in every district.
 - Whether the Women Helpline maintains and updates the resource directory.
- Whether the Women Helpline takes regular follow-ups with the referral agency .
- Whether the Women Helpline takes regular Feedback from the beneficiary regarding the quality of services provided to her.

iv. Institutions and Monitoring Mechanisms

- Constitution of Monitoring Committees and Task Force at the State level.
- Whether the regular monitoring of the Scheme are being conducted by the State Government and the designated District Collector/District Magistrate

v. Human Resource:

- To examine the match between the existing human resource and human resource requirement of the Scheme
- Capacity building and training needs of the human resource
- To analyze the training needs with respect to the current capacity of the human resource of Women Helpline personnel
- Any training and capacity building program by Central Government, State Government and District Administration and impact of training and capacity building program on the WHL functionaries and delivery of services.

vi. Convergence:

• Whether the Women Helpline Scheme is working in convergence with other Government schemes and programmes for the welfare of women and girls.

 Whether the Women Helpline Scheme is utilizing the schemes provided by other Government institutions and departments catering to requirements of women in difficult circumstances such as Police Stations, Family Counselling Centres, Special Cells, District Hospitals, Shelter Homes etc.

vii. Impact Assessment and Evaluation of Outcomes:

- Impact of the Scheme in terms of coverage across States and UTs
- Measuring the satisfaction levels of the beneficiaries with regards to the services provided by the Women Helpline
- To document the views and perception of the beneficiaries with regards to the implementation of the Scheme and to also understand the aspirations and expectations of the beneficiaries regarding the Scheme.
- IEC activities conducted and impact on behavioural change and awareness of the beneficiaries
- Identification of bottlenecks and shortcomings in the Scheme design which hamper the speedy implementation of the Scheme
- To document innovative approaches and best practices undertaken in the Scheme across different States/UTs

P. Areas of Inquiry - Mahila Police Volunteer Scheme

- 1. Name of the Scheme: Mahila Police Volunteer Scheme
- 2. Budgetary allocation for the Scheme (Rs in Crore):

2016-17	2016-17		2017-18	
BE	RE	BE	RE	
7.01	7.01	7.01	7.01	

3. Year of launch of the Scheme: 2016-17

4. Objectives of the Scheme:

Mahila Police Volunteer Scheme (MPVs) aims to act as a link between police and community and facilitate women in distress in all States and UTs. MPVs are envisaged as empowered, responsible, socially aware women for fostering leadership in local settings to facilitate police outreach on gender concerns. They will be an interface between the society and police. A MPV will serve as a public-police interface in order to fight crime against women. The broad mandate of MPVs is to report incidences of violence against women such as domestic violence, child marriage, dowry harassment and violence faced by women in public spaces. MPVs will act as a role model for the community. This scheme is funded under Nirbhaya Fund under 60:40 ratio except in case of North Eastern States, Uttarakhand, Himachal Pradesh and Jammu and Kashmir where the share of Centre and State/UTs will be in the ratio of 90:10. In the case of Union Territories there will be 100% Central Assistance.

5. Target Beneficiaries: Women who are affected with violence or harassment

6. Coverage:

The Scheme is being implemented in all States and UTs. In 2016-17, two districts from every state and one district from every UT weree chosen on the basis of Child Sex Ratio (CSR) and Crime against Women.

7.Number of States: As on date, MPV Scheme has been sanctioned for 8 States of Haryana, Andhra Pradesh, Gujarat, Chhattisgarh, Madhya Pradesh, Karnataka, Mizoram and Jharkhand. At present, Mahila Police Volunteer Scheme is functional in States of Haryana, Andhra Pradesh, Gujarat, Chhattisgarh and Madhya Pradesh with over 6000 Volunteers. The remaining 10 districts of Andhra Pradesh have also been sanctioned.

8. Agencies involved:

- (i) Women Child Department/ Social Welfare Departments
- (ii) Home Department of the State Government.

9. Suggested Areas of Inquiry of the Study:

The study will focus assessing the following themes:

- i. Governance and Implementation processes: The evaluation would assess
 - The impact of the scheme on beneficiaries.
 - The awareness of the Scheme with concerned stakeholders
 - Identify major constraints/challenges in the implementation of the scheme and suggest remedial measures with way forward.

ii. Finance

The evaluation would assess the State share disbursement for the Scheme

iii. Quality of Services provided:

The evaluation would assess whether the services provided by MPV to the women beneficiaries are satisfactory or not?

iv. Institutions and Monitoring Mechanisms:

- Whether reports are being generated for MPV?
- Whether the reports are sent to the Department of Women and Child and Home Department periodically in the State?
- Whether the Monitoring Committee has been constituted for the MPVs?
- Whether the meetings of MPV are being conducted on monthly basis?

v. Human Resource:

- The total number of Mahila Police Volunteers in the State and respective districts
- The qualifications of MPV vis a vis quality of services provided
- The total number of women availing services of MPVs.

vi. Convergence:

This would include whether the Mahila Police Volunteers are working in convergence with other Government programmes being run for the development of women, and meet the various stakeholders like Protection Officers, Prohibition Officers, para lagal workers, ASHA workers, ANMs, women homeguards, NSS, NCC, Mahila Mandal workers, women's collectives, SHGs, Mahila Shakti Kendra (wherever applicable)

vii. Impact Assessment and Evaluation of Outcomes:

- Whether the numbers of MPVs are able to reach the women affected with violence?
- Are the MPVs undertaking innovative approaches/best practices to reach the beneficiaries?
- To document the views and perception of the beneficiaries and other stakeholders regarding MPVs and to also understand the aspirations and expectations of the beneficiaries regarding the Scheme.

Q. Areas of Inquiry- Integrated Child Development Services

The objectives of the proposed evaluation of the ICDS are as follows:

- 1. To perform an in-depth analysis of governance and implementation concerns with a focus on reviewing monitoring mechanism, financial and technical support to various functionaries at state, district and local level.
- 2. To investigate the governance mechanisms that exist which promote cross-linkages with other relevant schemes and departments; analyse the potential benefit of approaches such as VHSND led models for Gram Panchayats, supportive supervision system, merger of sub-schemes (Angawandis with crèches, early childhood education initiatives of MHRD and MoWCD); and document successful models used and the lessons from them (role of municipalities in urban areas, regional variations in how ICDS is implemented)
- 3. To assess positive, negative, long-term, short-term, direct, indirect and cumulative impacts of implementation mechanisms on scheme delivery, coverage, and equity.
- 4. To understand the ICDS strategy for programme placement, activities planning and the capacity of stakeholders to implement such planning by seeking inter sectoral coordination and convergence. Specifically, to investigate the differences if any in strategies used for programme placement and activity planning in rural, tribal and urban (Tier-I,II, and III cities), To identify specific challenges in service delivery and maintenance of quality, and document good practices.
- 5. To review the capacity building efforts for the ICDS staff at state, district, and local level and the engagement of staff in implementation and planning of various child development services. Specifically, to examine the match between the existing human resource, incentive policy and the human resource requirement of the ICDS; to describe current time use, capacity and training needs of the human resources and analyse the training needs with respect to the current capacity of the ICDS staff.
- 6. To document the views and perceptions of beneficiaries and other stakeholders regarding the ICDS objectives and impact and also to understand the evolving aspirations of the beneficiaries in diverse settings.
- 7. To explore the feasibility and acceptability of introducing changes in financial norms such as performance –based incentives, incentives to collect and maintain accurate data and to identify a suggestive formula for inter and intra-state budgetary allocation based on the prevalence of malnutrition.

R. Areas of Inquiry- Pradhan Mantri Matru Vandana Yojana

1. Background:

Pradhan Mantri Matru Vandana Yojana (PMMVY) was launched on 1 January 2017, to be implemented pan-India.

The objectives of the scheme are given below:

- Providing partial compensation for the wage loss in terms of cash incentives so
 that the woman can take adequate rest before and after delivery of the first living
 child.
- The cash incentive provided would lead to improved health seeking behavior amongst the Pregnant Women and Lactating Mothers (PW&LM).

Under PMMVY, a cash incentive of ₹ 5000/- would be provided directly in the account of PW&LM for first living child of the family subject to their fulfilling the following specific conditions relating to maternal and child health.

PMMVY, a Centrally Sponsored Scheme (CSS), would provide grants-in-aid to the State Governments/ Union Territory Administrations (UTs) in a dedicated Escrow account for the purpose of direct benefit transfer to the beneficiaries. PMMVY is being implemented using the platform of Anganwadi Services scheme of Umbrella Integrated Child Development Services (ICDS) under Ministry of Women and Child Development (MoWCD) in respect of States/ UTs implementing scheme through Women and Child Development Department/ Social Welfare Department and through the public health system in respect of States/ UTs where scheme is being implemented by the Health & Family Welfare Department.

2. Purpose and scope:

The evaluation study will aim to assess the effectiveness of the schemes with respect to the following outcomes of the scheme:

- i. Empowering the pregnant and lactating women with respect to their role in decision making on maternal and child healthcare and nutritional needs through:
 - Disbursal of incentives to the beneficiaries' account
 - Timely availability of incentives
- ii. Improved health seeking behavior of pregnant and lactating women with respect to maternal and child healthcare and nutritional needs. This includes:
 - Increased knowledge and awareness;
 - Improved attitude; and
 - Enhanced uptake of related health services.

Accordingly, the evaluation study will aim to assess the effectiveness of the scheme with respect to above-defined outcomes. Specifically, the study has the following

objectives:

- i. Identify and assess the factors influencing:
 - The time at which claims are made and receipt of claims; and
 - The utilization of the incentives (including taking rest and ensuring nutrition for mother and child).
- ii. Assess the change in knowledge, attitude, and practices (including uptake of related services) of the beneficiaries leading to change in health-seeking behavior.
- iii. Assess how expected outcomes are being affected by delays in receipt of money.
- iv. Identify bottlenecks in scheme implementation.

S. Guidelines for Evaluation Methodology

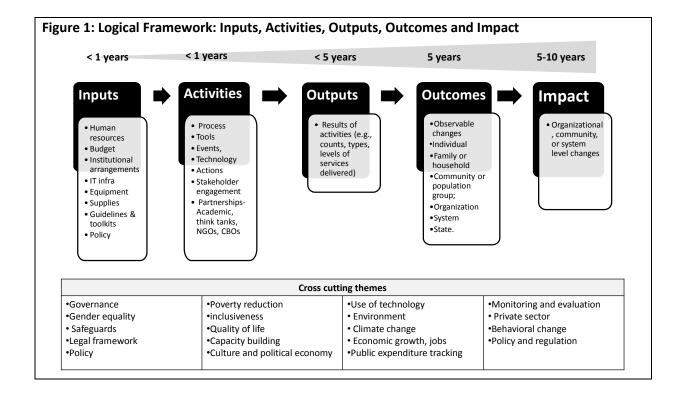
One of the objectives of the study is to evaluate each of the individual centrally sponsored schemes (CSS) implementation during the 14th Finance Commission (14th FC) cycle (April 2015- March 2020). Some of the CSS were launched during the 14th FC period e.g., Smart Cities. Some of the CSS have continued from 12th Five Year plan period, e.g. MGNREGA. Some have been re-launched during the 14th FC period (e.g., AMRUT, Ayushman Bharat) with an expanded or modified mandate. Depending upon the duration of the implementation period, the evaluation has to flexibly adopt the logical framework to evaluate the scheme (Figure 1).

Logical Framework: Inputs, Activities, Outputs, Outcomes, and Impact

The evaluation will adopt the logical framework for consistency across all the 10 studies. The logical framework or *logframe* is an analytical tool used to plan, monitor and evaluate projects. It derives its name from the logical linkages to connect a project's means with its ends. The main components of logical framework are inputs, activities, outputs, outcome and impact, which are described below:

- **a) Inputs:** The financial, human, material, technological and information resources used for the development intervention.
- **b) Activity:** Actions taken or work performed through which inputs, such as funds, human resources, and other types of resources are mobilised to produce specific outputs.
- **c) Outputs:** The products and services which result from the completion of activities within a development intervention.
- **d)** Outcome: The intended or achieved short-term and medium-term effects of an intervention's outputs. Outcomes represent changes in development conditions which occur between the completion of outputs and the achievement of impact.
- **e) Impact:** Positive and negative long-term effects on identifiable population groups produced by a development intervention, directly or indirectly, intended or unintended. These effects can be economic, socio-cultural, institutional, environmental, technological or of other types.

The evaluation team will assess all the dimensions of the logical framework. In mature programs whose implementation period is more than 5 years, greater emphasis will be on outcomes and impact, while in more recently launched programs with less than 5 years of implementation period, the evaluation will focus more on activities, outputs and outcomes.



Cross Sectional Themes

It is important for the evaluation to assess the relevant cross sectional themes, where such a theme is not the main component of the scheme but can indirectly influence scheme performance in terms its relevance, effectiveness, efficiency, equity and sustainability. The specific cross-sectional themes relevant to a sector have been covered in the evaluation study objectives.

Mixed Methods and Triangulation

Given various constraints and complexity of the evaluation of CSS, a flexible mixed methodology, relying on triangulation of existing evidence and primary data to be collected by the evaluation study would be required. Mixed methods approaches are used to increase validity of evaluation findings by using a variety of data collection techniques. Using both qualitative and quantitative data collection, along with meta-analysis of previous evaluation studies and monitoring reports produced by the government (central, state, government agencies, etc.) and by non-government agencies (think tanks, academia, international development agencies), the evaluation study will triangulate the findings to evaluate the scheme using the Relevance, Effectiveness, Efficiency, Equity, Sustainability and Impact framework. During the designing of the evaluation tools—qualitative and quantitative—the evaluation consultant will keep in view the relevance, effectiveness, efficiency, sustainability, equity and impact framework, which is described below:

Assessments using the core criteria of relevance, effectiveness, efficiency, sustainability, impact (REESI)²⁹ and equity

²⁹ ECG. 2011. Good Practice Standards for Public Sector Operations. Washington, DC: https://www.ecgnet.org/documents/4794/download

Relevance. The relevance assessment addresses the extent to which: (i) the intended outcomes of the scheme were strategically aligned with India's national priorities (considering both what is included in the scheme and what ought to be included) and did not duplicate other government initiatives; and (ii) the scheme design was appropriate for achieving the intended outcomes, i.e., competent analysis was carried out, lessons were applied, the right financing instrument or modality was chosen, innovation and transformative effects were given attention, and the indicators and targets at various levels were laid down well and lent themselves to measurement.

In assessing for relevance, credit should be given to scheme design elements that are innovative and/or that contribute to transformative effects, in terms of significantly improving the beneficiaries' well-being, or promoting positive reforms. A scheme's approach to addressing an identified development constraint should be assessed relative to existing good practice standards.

Effectiveness. The effectiveness assessment looks at whether the scheme's intended outcomes were achieved or were expected to be achieved at the time of observation, and whether any unintended outcomes had inadvertently reduced the value of the scheme. The outcomes are evaluated against the baselines and targets listed in the scheme documents at the outcome level. Outcomes must be available to the intended scheme beneficiaries. For a scheme to be assessed as effective, outcomes should have been achieved or be likely to be achieved and output targets should normally also have been substantially achieved. Schemelevel output-outcome monitoring framework indicators provided as part of the terms of reference will be used for assessment of effectiveness.

Data on outputs and outcomes need to be derived from credible and documented sources. When no data on outcomes are available, it may be possible to review available data on the quality of outputs and capacity of the facilities developed by the scheme, as well as available data on demand conditions, to infer the likely level of usage of the outputs and the attainment of outcomes. Some outputs can serve as leading indicators of outcomes. Lack of any credible evidence can be reason to assume the outcomes were not fully achieved.

Schemes can have unintended adverse effects on people if social and environmental risks are not dealt with. If scheme interventions resulted in environmental degradation or in scheme communities or women being negatively affected (in spite of safeguard measures or gender action plans), the effectiveness assessment will be reduced. If well executed safeguard plans have led to net benefits, for instance if they have improved the livelihoods of affected people or improved the environment, this will improve the effectiveness assessment.

Efficiency: The efficiency of a scheme is a measure of how well it used resources to achieve its outcomes. It indicates whether the scheme used resources efficiently for the country and/or on a whole-of-life basis. A quantitative assessment that weighs the scheme's economic benefits against economic costs is generally needed to assess efficiency. Scheme economic performance indicators, such as the EIRR, net present value, and the benefit—cost ratio, are often used to determine whether the net gains from investing in a particular scheme will be enjoyed by society following scheme completion. Applying the traditional EIRR approach may not always be feasible, for instance for some social sector schemes, or for other schemes

where benefits are not easy to quantify comprehensively. In such cases, alternative analytical methods may have to be used: least cost analysis, among others.

Unit cost analysis case be used as a proxy for economic efficiency where benefits cannot be quantified with a high degree of confidence, or where data on benefits are not available. Efficiency can sometimes be analyzed for an assumed level of economic benefits, based on an average unit cost analysis based on industry benchmarks, at the time of appraisal and completion. Analysis can be based on unit costs for comparable activities that could achieve the same or similar benefits in order to assess efficiency on a least unit cost basis. If financial data are lacking, estimates can be prepared for indicators such as average financial unit costs for achieving a defined development outcome. Cost per beneficiary estimations can also be used in sectors such as education and health.

A process efficiency assessment should examine aspects such as the scale of delays and cost overruns and their effects on scheme performance, including the factors that resulted or contributed to these overruns.

Sustainability: The sustainability assessment will focus on the likelihood that scheme outcomes and outputs will be maintained over the economic life of the scheme or over a meaningful timeframe. Since evaluation in some schemes is carried out during the first few years of the scheme's operational life, evaluators must make assumptions about the likely sustainability of operational arrangements, many of which are new, and about probable future operations and maintenance arrangements. They must also look into the wider environmental effects of schemes. The major factors to be considered when assessing sustainability are as follows:

- a) Sustainability and managing risks. Assessments of sustainability should consider risks such as political, economic, institutional, technical, social, environmental, and financial events that might limit the extent to which the scheme's achievements continue to be felt. The assessment should also consider the adequacy of risk mitigation measures.
- b) Financial sustainability. This can be assessed on a qualitative or a quantitative basis depending on the feasibility of assessing the scheme's income (revenue) and expenditure flows. Financial viability for revenue-generating schemes is based on the estimated financial internal rate of return (FIRR) of these incremental cash flows. Key aspects of the financial sustainability of both revenue and non-revenue generating schemes are: the financial capacity of the agency involved, prospects for the demand for services or products, cost recovery mechanisms, and the availability of resources for O&M of the scheme outputs.
- c) Institutional sustainability. The assessment of institutional sustainability needs to consider factors such as the ability to ensure adequate levels of qualified human resources, finance, equipment and other inputs, and the suitability of organizational arrangements and processes, governance structures, and institutional incentives. An institutional assessment may include an analysis of how the ownership, functions, structures, and capacity of scheme-related agencies affected scheme-related inputs and service delivery, including the institution's capacity to assume its identified role or mandate.

d) *Environmental and social sustainability*. The scheme's likely medium- to long- term effects on natural resource management, pollution, biodiversity, and greenhouse gas emissions should form part of the sustainability assessment, if applicable. Close attention also needs to be paid to the effects of the scheme on social sustainability, for instance how the scheme is accepted by the local communities and stakeholders.

Impacts: The development impacts assessment is focused on long-term, far-reaching changes to which the scheme has plausibly contributed. It should answer questions such as: Does the scheme contribute to reaching higher-level development objectives (preferably, overall objective/national priorities)? What is the impact or effect of the intervention in proportion to the overall situation of the target group or those affected? Further, the assessment should also consider possible unintended positive and negative development impacts.

Special development impacts: If the scheme aimed to have demonstration effects and/or had innovative features, their impact may be considered. The assessment can also include a discussion of any efforts to scale up and replicate successful features of the scheme that were not previously evident in other schemes in the country or in communities, that have been made during or after scheme implementation. Other elements that would receive positive consideration include successful capacity building activities, and potential for positive institutional or governance impacts.

Attribution to the scheme: Development impacts to which the scheme contributes tend to be outside the scheme's direct control and their achievement is often not solely attributable to the scheme outcomes. Typically, they are dependent on other development efforts. The focus of analysis should be on the contribution of scheme outcomes to the achievement of the impacts.

Equity: In addition to the globally accepted REESI framework, it is important to conduct the evaluation through the lens of equity. It assesses the extent to which government services are being made available to and accessed by different social groups. Particularly in schemes designed for universal coverage, the fair inclusion or intended or unintended exclusion of beneficiaries belonging to vulnerable, marginalized, disadvantaged groups and weaker sections of society must be considered. The existence and effectiveness of targeted action for these groups should also be assessed. Further, the schemes should be assessed based on their contribution to the reduction of inequality of opportunity and income.

It should be assessed whether this principle has been integrated into the scheme at the design stage, as well as whether it is playing out in implementation, i.e. whether all sub-groups within the target beneficiary group are getting equitable benefits. This will involve identifying barriers to participation among different groups, and whether these barriers have been sufficiently addressed by the scheme design and implementation. Equity should thus be factored in during data collection, preparation of findings and conclusions and in the recommendations arising from the evaluation.

Tools for evaluation

Both qualitative and quantitative tools will be utilized by the consultant to assess the CSS from the relevance, effectiveness, efficiency, sustainability and impact framework. While framing the questionnaires for qualitative and quantitative tools, the audience, questions and information use given at Figure 2 may be considered.

Qualitative tools: The consultant will utilize in-depth interviews and focus group discussion.

In-depth Interview: It is a personal interview that is carried out with one respondent at a time. This is purely a conversational method and invites opportunities to get details in depth from the respondent. One of the advantages of this method provides a great opportunity to gather precise data about what people believe and what their motivations are. These interviews can be performed face-to-face or on phone and usually can last between half an hour to two hours or even more.

- Guide for Review of Documentation and Interviews with Policymakers, Managers, and Other Key Stakeholders: From your perspective, what is the program trying to accomplish, and what resources does it have? What results have been produced to date? What results are likely in the next year or two? Why would the program produce those results? What are the program's main problems? How long will it take to solve those problems? What kinds of information do you get on the program's performance and results? What kinds of information do you need? How do you (how would you) use this information? What kinds of program performance information are requested by key stakeholders?
- Guide for Review of Documentation and Interviews with Operating-Level Managers and Staff: What are your goals for the project or program? What are the major project activities? Why will those activities achieve those goals? What resources are available to the project? Number of staff? Total budget? Sources of funds? What outputs are being delivered by the project? To whom? What evidence is necessary to determine whether goals are met? What happens if goals are met? What happens if they are not met? How is the project related to local priorities? What data or records are maintained? Costs? Services delivered? Service quality? Outcomes? Something else? How often are these data collected? How is this information used? Does anything change based on these data or records? What major problems are you experiencing? How long will it take to solve those problems? What results have been produced to date? What results are likely in the next two to three years?

Focus Group: A focus group is a group interview of approximately six to twelve people who share similar characteristics or common interests. A facilitator guides the group based on a predetermined set of topics. The facilitator creates an environment that encourages participants to share their perceptions and points of view. Focus groups are a qualitative data collection method, meaning that the data is descriptive and cannot be measured numerically. Focus groups are useful for: gathering feedback on activities, projects and services; generating and evaluating data from different groups that use a service or facility, or that an agency wants to target; generating and evaluating data from different groups within a local community or population; and developing topics, themes and questions for further research activities like questionnaires and more detailed interviews. They are good in use in conjunction with other forms of evaluation as they can help 'triangulate' findings.

	tion	nation	Audience	Typical Questions
Audience Audience In Ouestion Information Use	Program Management and Staff	 Are we reaching our target population? Are our participants satisfied with our program? Is the program being run efficiently? How can we improve our program? 		
For each focus area identified, list the audiences that are most likely to be the most interested in that area For each focus area and audience identified, list the questions they might have about your program For each audience and questions identified, list the ways and extent to which you plan to use the evaluation information	Beneficiaries	Did the program help me and people like me?What would improve the program next time?		
		Community Members	Is the program suited to our community needs?What is the program really accomplishing?	
	ndience and qu ys and extent to aluation inform	Public representatives, NGOs, CBOs	 Who is the program serving? What difference has the program made? Is the program reaching its target population? What do participants think about the program? Is the program worth the cost? 	
	or each a ist the war	Cross cutting: experts, researchers	Is what was promised being achieved?Is the program working?Is the program worth the cost?	

Quantitative Tools

Household/individual level survey: The household survey is important to evaluate the quantity and quality of outputs (services rendered by the government or publicly funded services but provided through private or non-government organizations). Household surveys also give deeper insights into outcomes, although establishing cause-effect relationship between an individual CSS outputs to outcomes may be not that clear. With help of innovative survey designs, triangulation between qualitative and quantitative, along with weight of past evidence, a more robust understanding of umbrella and individual CSS's contribution to desired sector outcomes can be arrived for policy making purposes.

Household surveys will consist of two parts: household level questions and individual level questions.

To ensure consistency across all the 10 studies, both household and individual level survey questionnaires will consist of standardized questionnaires as well as sector specific variable questionnaires. The standardized questionnaire will be provided around the time of bid award, but will broadly follow the household characteristics of 69 and 71 rounds of the National Sample Survey of India, and individual characteristics of 71 round of the National Sample Survey of India.³⁰

Generalizability of the findings

The key to quantitative surveys is to find a means to strengthen the generalizability of findings once desired outcome are measured. The key questions to ask to strengthen the generalizability of findings include:

³⁰ http://mospi.nic.in/download-reports?main_cat=NzIv&cat=All&sub_category=All

- a) To what groups or sites will generalization be desired?
- b) What are the key demographic (or other) groups to be represented in the sample?
- c) What sample size, with adequate sampling of important subgroups, is needed to make generalizations about the outcomes of the intervention?
- d) What aspects of the intervention and context in which it was implemented merit careful measurement to enable generalizability or transferability of findings?