



Mission Directorate

National Rural Health Mission, Orissa
Department of Health & Family Welfare,
Government of Orissa.

Letter No. OSHFWS/7966
Date 14.12.06
From
S.K. Lohani, IAS
Mission Director, NRHM, Orissa.

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20/12/06

All Collectors BARGARH

Sub: Engagement of Works Consultant at District Programme Management Unit, NRHM

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Sir,
In order to provide quality care in various health institutions like CHCs/PHCs/SCs etc. Indian Public Health Standard (IPHS) are being prescribed to provide optimal services and expert care to the community and maintain acceptable standard of quality of service. For each of these health institutions separate IPHS standards have been prescribed and to achieve the IPHS standards, a facility survey is being conducted to ascertain gaps with regard to buildings & other infrastructure, equipment, manpower as well as skills.

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Similarly, under RCH-II component of NRHM it has been planned to construct building for new sub-centres as well as repair the existing sub-centres. In addition, construction of OT & Labour Room, Blood Storage facility for FRU, repair of PHCs / CHCs, repair of DTU, renovation of OT/ Labour Room, permanent water supply facilities in different hospitals etc are also being taken up. Under various National Disease Control Programmes like Malaria, TB, Leprosy, IDSP, Blindness Control etc, there is provision for up gradation of their laboratories / indoors as per requirements.

NRHM

[Handwritten signature]

Further, funds are also being released under State Plan, TFC, and Centrally Sponsored Plan for up gradation of health facilities. At District Level, funds are being provided out to DRDA, ITDA, MADA, MPLAD/MLALAD, RSVY, RLTA, Periphery Development Programme etc. for upgradation of infrastructure. At the moment there is no nodal



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person/agency to co-ordinate, monitor or plan the civil construction activities in health sector at district level which creates confusion in the field.

Also more than Rs 35.00 crores have been released to the districts for various civil works during 2005-2006 & 2006-2007, but the expenditure so far is less than 2%.

Considering the above facts, it has now been decided to engage a works consultant who will be a Diploma Civil Engineer preferably a retired person, at Zilla Swasthya Samiti level to assist the ZSS/DPMU in carrying out civil construction activities in the health sector, particularly under NRHM.

You are therefore requested to immediately go ahead with the above engagement so that the civil work under NRHM could be coordinated properly and expedited. The details of the modalities, terms of reference and model agreement paper and engagement order is provided at "Annexure" for your reference and necessary action.

Yours Faithfully,


Mission Director, NRHM

Memo No.

Date

Copy forwarded to all CDMOs for information and necessary action.

Sd/-
Mission Director, NRHM

ANNEXURE

ELIGIBILITY CRITERIA

The Diploma Civil Engineer to be engaged should preferably be a retired person and should have obtained the degree from a recognized institution and should have sufficient experience & competence. The candidate should preferably be a native of the district.

REMUNERATION/CONSULTANCY FEE

Work consultant will be paid a remuneration / consultancy fee of Rs.8500/- per month. The T.A & D.A as admissible to other staffs of the DPMU is also applicable to the works consultant. For payment of remuneration a separate component called "Supervision and Monitoring" @ 3% of project cost shall be incorporated in each estimate for civil work and will be retained by DPMU for payment of consultancy fee to the work consultant. A separate account for the component will be maintained at DPMU.

DURATION

The engagement at this stage will be till March'07. The likelihood of continuance will depend upon the policy of the society, requirement as well as satisfactory performance. Hence the initial agreement will only be till March'07.

PROCESS OF APPOINTMENT

A selection committee under the chairmanship of Collector-cum-Chairman, Executive Committee, ZSS should be formed with the following members:

- a) Chief District Medical Officer.
- b) Executive Engineer, Rural Development.
- c) Executive Engineer, PWD.
- d) Project Director, DRDA.
- e) Executive Engineer, DRDA.
- f) District Programme Manager-Convener.

The committee will deliberate upon the modalities for engagement of work consultants/consultancy and finalise the engagement. Under the delegation of Administrative / Financial powers of the society, Collectors as Chairman, Executive Committee, ZSS have been delegated with the power to appoint consultants on contractual basis as per the decision of the society. Accordingly, Collectors can issue engagement order to the individual / consultancy firm after finalization of selection by the committee.

ZSS can also engage a consultancy firm, if it feels appropriate. Moreover, the reliability and competency of the firm should be ascertained prior to engagement. Further, the firm should be in a position to provide a full time engineer to PMU with a commitment to provide all technical support to ZSS on a regular basis in carrying out civil construction activities as per the requirement of ZSS/NRHM. The engagement order, TOR and draft agreement should be modified accordingly.

TERMS OF REFERENCE

1. The work consultant should report to the CDMO through District Programme Manager.
2. S/he should prepare detailed plan and estimate of new construction, petty maintenance work as and when required.
3. Assist ZSS/CDMO for collection of information regarding execution of works undertaken by different line department from time to time to avoid duplication in sanction of fund.
4. Assist the ZSS for selection of site, land alienation etc. as required for execution of work.
5. To prepare a comprehensive data base survey of all health institutions of the district, from Sub-Centres to District Headquarter Hospitals including the residential buildings.
6. Should compile monthly progress report of development works of health institutions received from various executing agencies and obtain utilization certificates from various departments for onward submission.
7. To monitor the progress, quality control and timely completion of development works of Districts.
8. Render necessary technical assistance to MOs of the district if required for utilization of funds in petty maintenance.
9. Should facilitate in handing over the completed structures to the concerned department for maintenance of the building.
10. S/he should get actively involved in developing CHCs, PHCs, SCs to IPHS standard, operationalisation of FRUs, PHCs on 24x7 basis, construction & repair of PHCs/ sub-centres etc.
11. S/he should be in a position to help in execution of any small/petty nature of work taken up by ZSS, Rogi Kalyan Samiti etc.
12. Any other work of technical nature assigned by ZSS/DPMU.

Model Agreement

This agreement is made on _____ day of _____ month _____ year, between _____ called the "First party" on one part and Shri/Smt./Kumari _____ Son / daughter of Sri _____ aged about _____ year (Permanent Address) Village _____ Po. _____ P.S. _____ Dist. _____ presently residing at Village: _____ Po _____ P.S. _____ Dist. _____ hereinafter called the "second party" on the other part.

Whereas, the second party has applied for and has agreed to work as a _____ in _____ Department on Contractual basis.

And whereas the First party has agreed to engage the second party on a contract basis as _____ on the terms and conditions specified here under and the second party agreed to enter into this and have also agreed to abide by the terms and conditions of this agreement specified.

Now, therefore, both parties have agreed to enter into this agreement herewith.

The terms and conditions are:

- 1) That the first party shall engage the second party in the _____ for a period of _____ commencing on _____ day _____ month _____ year _____ and ending on the _____ day of _____ month of _____ year as agreed to by both the parties and the contract of this engagement ipso facto shall be terminated automatically on the last working day of the date specified for which no formal notice or order will be required to be issued by the First Party.
- 2) That the Second Party shall submit a joining report to _____ under whom he/she may from time to time be placed by the First Party to work. S/he shall at all times obey the instruction of _____ and S/he shall discharge such duties as assigned to him and other works as required to be performed by him from time to time.
- 3) That the Second Party shall work efficiently and diligently and to the best of his/her ability and to the satisfaction of the First Party.
- 4) That the Second Party shall be paid Rs.8500/- per month as consolidated remuneration.
- 5) The Second Party has agreed not to claim any of the services benefits as admissible to the State Government employs and in case any claim is made the same will not be acceptable by the First Party.
- 6) That the Second Party shall not be eligible to get any other allowances except touring allowance as per the rules of the society and shall not claim any other dues except the remuneration as mentioned in clause (4) above.
- 7) That the Second Party shall be eligible (subject to exigency of Public Service) for casual leave of 1 day each month at the maximum during the period of engagement. Such leave can be availed at the discretion of the officers/authority under whom he would works with his prior approval. The Second Party can not claim availing of this leave as a mater of right.
- 8) That the Second Party shall not be entitled to any other kind of absence beyond authorized leave. If he/she remains absent with permission and he/she doesn't have any authorized leave at his/her credit, proportionate amount from his/her consolidated remuneration shall be deducted. Un-

authorized absence for a continuous period of fifteen days or more will automatically terminate this agreement.

- 9) In the event of any misconduct, of the Second Party, s/he shall be liable for immediate disengagement by the First Party. The expression misconduct for the purpose of this agreement would mean improper or unprofessional behavior, bad-management, mismanagement, and miss-behavior. Whether an act (of the Second Party) is misconduct or not would be construed by the First Party at his discretion.
- 10) That the Second Party has agreed to serve in the manner as would be required by the First Party and perform the duties assigned to him/her by the First Party, and he/she has also agreed that in the event of any misconduct on his/her part even during the operation of this agreement he/she can be disengaged by the First Party without any notice.

It is expressly stated and agreed that any duties rendered under this agreement by the 2nd Party shall not under any circumstance whatsoever provide him/her with any right to claim for any scale of pay or to be appointed in any Service that may exist now or may arise in future in any Govt. Institutions or in any Govt. Offices.

In witness where of the parties hereto and hereby put their hands the day, month and year first above written.

Name & Address
Full Signature of the Second Party

In the presence of witnesses

1. Name _____
Address _____

2. Name _____
Address _____

In the presence of witnesses

1. Name _____
Address _____

2. Name _____
Address _____

Date:

Full signature of the First Party
with official seal.
(Chief District Medical Officer)
(District)

MODEL ENGAGEMENT ORDER

On execution of an agreement dated _____
Shri/Smt./Kumari _____
(Permanent address), of village _____
Post _____ P.S. _____
Dist. _____ at present residing at Village _____
P.O. _____ P.S. _____
Dist. _____ is hereby engaged as a work consultant in the
office of the _____ (Name of the office with
Address) for a period of -----year with effect from the date of _____ to
_____ as mentioned in the agreement on a fixed monthly remuneration of
Rs. _____ (Rupees _____ only) subject to the following terms
and conditions.

He/she shall submit a joining report to the _____ in taken of
reporting for duties.

He/she will work under the administrative control of the _____
to which he/she is assigned. He/She shall perform the duties as will be entrusted upon
him/her by the competent authority.

He/She will be assigned any other work by the _____ from time
to time.

Signature of the officer
Official seal

MODEL FORM FOR WRITTEN UNDERTAKING

I _____ Son/Daughter of _____ who
has been given an offer of contract appointment for the post of _____
_____ carrying a
consolidated pay of Rs. _____ (Rupees _____) per
month is fully aware that my appointment is purely temporary and on contractual basis
and can be terminated at any time without any notice and assigning any reason thereof.

Further, I am fully aware that my continuance in the said post is subject
requirement and to my satisfactory performance to be evaluated by the appropriate
authority.

Further, I do hereby give an undertaking that in future I shall not claim regular
scale of pay and other allowances for continuing in the said post merely on the ground
that I have been given a contractual appointment and my contractual appointment has
been extended from time to time.

Date:-

Place:-

Signature of the Candidate

Name in Full
Detail Permanent Address

Detail of Residential Address

1) Witness No.1

Signature:-

Detail Address:-

2) Witness No.2

Signature:-

Detail Address:-