

NOTICE INVITING  
REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF AGENCY FOR THE ESTABLISHMENT AND RUNNING  
OF

PLANNING AND MONITORING UNIT (PMU)  
FOR INCREASING EFFICIENCY AND EFFECTIVENESS OF  
DISTRICT MINERAL FOUNDATION (DMF)

AT RAMGARH DISTRICT OF JHARKHAND

RFP NO: 01/2017-18

DATE: \_\_\_\_\_

ADDRESS:

Deputy Commissioner, Ramgarh

Government of Jharkhand

Phone: 06553-230355 (FAX) 230455

Email: dcramgarh@rediffmail.com

Address for communication & submission of documents during tender  
period:

Office of The Deputy Development Commissioner cum Member Secretary

DMFT, Ramgarh

Phone: 06553-261558

Email: ddc\_ramgarh@rediffmail.com

# Office of the Deputy Commissioner-cum-District Magistrate, Ramgarh (Dev. Section)

## Selection of ORGANIZATION for the establishment and running of PLANNING AND MONITORING UNIT (PMU) under the DISTRICT MINERAL FOUNDATION (RFP)

The administrative body ie the Managing Committee of the District Mineral Foundation Trust Ramgarh invites Technical and Financial Proposals from organisations of national and international repute for the establishment and running of Planning and Monitoring Unit (PMU) for increasing the efficiency and effectiveness of District Mineral Foundation (DMF), Ramgarh.

The RFP document shall be available from the office of the Deputy Development Commissioner Ramgarh district, Jharkhand.

The RFP document is also available on Ramgarh district website. The address of the website is <http://ramgarh.nic.in/>.

Interested organizations are requested to submit the details to the undersigned as per the schedule indicated in the Fact Sheet, by post (Registered / Speed) or by hand at the office of the **Deputy Development Commissioner cum Member Secretary DMFT**, Ramgarh at collectorate Campus “B” Block 1<sup>st</sup> Floor, Chattarmandu, Ramgarh 825101 (Jharkhand). Last date of submission of RFP is 26<sup>th</sup> August 2017 upto 03:00 pm. Based on the eligibility criteria as mentioned in the RFP, the Applicant organization will be selected.

For any further clarifications, please contact the Deputy Commissioner / Deputy Development commissioner cum Member Secretary, DMFT, Ramgarh District, Jharkhand on Phone Number: 06553-230355/261558 during official working hours only.

Sd/-  
Deputy Commissioner,  
Ramgarh

## FactSheet/ Timelines

S.No	Milestone	Date
1	Request for Proposal (RFP) document made available to the applicants	August 07, 2017
2	Last date for receipt of Technical and Financial proposals (Sealed Envelope)	August 26, 2017 (03:00pm)
3	Opening of Technical proposals	August 28, 2017 (11:00 am)
4	Technical Presentation	August 28, 2017 (03:00 pm)
5	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	To be intimated to selected organization
6	Letter of Award	To be intimated to selected organization
7	Start Date	To be intimated to selected organization

Note:

1. The administrative body of the District Mineral Foundation Trust reserves the right to change any schedule. Please visit the website mentioned in the RFP document regularly for the same.
2. Proposals must be received not later than time, date mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered.

## **Contents**

1. Background
2. Objective
3. Scope of Work
4. Period of execution
5. Eligibility Criteria
6. Instructions to the applicant
  - 6.1 General Conditions of Contracts
  - 6.2 Definitions
  - 6.3 Compliance/Completeness of Response
  - 6.4 Instruction Guidelines
  - 6.5 Key requirements of the Bid
  - 6.6 Preparation and submission of proposal
  - 6.7 Evaluation Process
  - 6.8 Modification and withdrawal of Proposals
  - 6.9 Proposal Forms
  - 6.10 Local Conditions
  - 6.11 Contacting the District Administration
  - 6.12 Eligibility Criteria
  - 6.13 Tentative Schedule of Events
  - 6.14 Opening of Proposal
  - 6.15 Deciding Award of Contract
  - 6.16 Confidentiality
  - 6.17 Publicity
  - 6.18 Execution of the Agreement
  - 6.19 Duration of Contract
  - 6.20 Terms and Conditions: Applicable Post Award of Contract
    - 6.20.1 Termination Clause
    - 6.20.2 Liquidated Damages

- 6.20.3 Dispute Resolution Mechanism
  - 6.20.4 Notices
  - 6.20.5 Force Majeure
  
  - 6.21 Deployment
  - 6.22 Contract Performance Guarantee
  - 6.23 Statutory Requirements
  - 6.24 Contract administration
  - 6.25 Right of Monitoring, Inspection and Periodic Audit
  - 6.26 District Administration's Obligations
  - 6.27 Information Security
  - 6.28 Indemnity
  - 6.29 Prices
  - 6.30 Special Conditions of Contract
  - 6.31 Payment Schedule
  - 6.32 Continuance of the Contract
  - 6.33 Conflict of interest
  - 6.34 Severance
  - 6.35 Governing Language
  - 6.36 "No Claim" Certificate
  - 6.37 Publicity
  - 6.38 General
  - 6.39 Fraud and Corrupt Practices
- 7. Human Resource
  - 8. Job Description
  - 9. Evaluation & Selection
  - 10. Annexures
    - Annexures-I - Proposal Covering Letter
    - Annexures-II - Format for Power of Attorney
    - Annexures-III - Financial Proposal Format

Annexures-IV - Draft Performance Guarantee

Annexures-V - Format for Professional Experience Citations

Annexures-VI - Format for Curriculum Vitae of Personnel

Annexures-VII - Technical Proposal Submission Form

## **Background:**

The constitution of India is wedded to the ideals of equality and social justice. Article 14 aims to grant the right for equal opportunity to all and article 21 provides for the right to life. This has further been extended to include all such rights needed to make the citizen live a life with dignity. As per the judgement of The Supreme court of India in Maneka Gandhi Vrs Union of India Article 21 is all inclusive encapsulating right to food, right to wholesome environment, right to housing etc. All have made their ways into fundamental rights.

Under the Directive Principles an equalitarian society based on equality, social justice and common weal is to be maintained so that living wage and decent working conditions are offered to the citizen.

Ramgarh district, endowed with rich mineral deposits, occupies a prominent place in the mineral resource map of Jharkhand. The district fulfils the domestic and overseas demand with huge reserves of high-grade coal along with other minerals. The district's mining sector contributes significantly to the state economy, however, there exists a discrepancy between the natural abundance of minerals found in the district and a corresponding development of the local communities. Despite being a mineral rich district and having mining related benefits to the economy, Ramgarh is performing poorly on most of the human development indicators. A sizeable population of Ramgarh still lives below the poverty line, with the worst sufferers being the marginalized groups of rural communities.

While poverty and economic development are key concerns, the issues of health and environmental degradation associated with mining is also a matter of concern for Ramgarh.

Adhering to the Spirit of equality and safeguarding the fundamental rights Ramgarh District Mineral Foundation (Trust) has been formed under the provisions laid in section 9(B) of The *Mine and Minerals Development and Regulation (Amendment) Act, 2015* for sharing the mineral wealth with communities in the mining areas. The formation of the trust is in synchronisation with the landmark Supreme Court judgment in Samatha Vs State of Andhra Pradesh in 1997 (Popularly known as Samatha Judgement). This judgement has given a balance between the right of the state to exploit its mineral wealth and duty to safeguard the interest of people who reside in mineral rich areas.

### **The Composition of the Trust:-**

Formation of the RDMFT is an attempt to address the issue of development lag in the affected areas. It is committed to uplifting the status of the local inhabitant through focussed and targeted efforts. The composition of trust is as follows:-

- |                                     |                  |
|-------------------------------------|------------------|
| 1. Deputy Commissioner Ramgarh-     | Chairman         |
| 2. Deputy Development Commissioner- | Member Secretary |
| 3. Superintendent of Police-        | Member           |

4. Senior Most Divisional Forest officer- Member
5. District Education Officer- Member
6. Civil Surgeon- Member
7. District Panchayati Raj Officer- Member
8. Deputy Director Mines /Geology Ramgarh- Member
9. District/ Assistant Mining officer-Ramgarh- Member
10. Representative of Hon'ble Parliamentarian- Member
11. Hon'ble Member of Legislative Assembly or Representative of all Hon ble MLA.
12. Representative of Jharkhand Small Scale Industries Association.
13. Two important lessees nominated by the Managing Committee.
14. Elected Pramukh and Up-pramukh of directly affected areas.
15. Elected Mukhiya and Up- Mukhiya of directly affected area.
16. Representative of Chairman Zila Parishad

The trust shall be governed by the Jharkhand District Mineral Foundation (Trust) rules 2016. It shall have a fund (Composed of 30% of total royalty paid to the government by the mining companies). As per the guidelines under the PMKKKY (Prime Minister Khanij Kshetriya Kalyan Yojna) 60 % of the fund has to be earmarked for the priority areas like Drinking water supply, Environmental preservation, pollution control and Health Care.

At present the total contribution into DMFT fund is roughly Rs. 200 crores till date. The annual contribution into the fund is further expected to grow by 10% per annum. Therefore, given the size of the fund, this calls for a long term vision in planning and execution through the establishment of a PMU.

As per provisions laid under DMF Trust the total expenditure permitted on account of administrative or establishment shall not exceed 5% of the annual receipt of fund.

## **2. Objective of the Proposal**

The aim of DMFT is to improve natural resource management, afforestation, better health outreach facilities, quality education, skill development, livelihood opportunities, good infrastructure, irrigation facilities, watershed development, drinking water & sanitation in the mining affected areas.

The proposal aims to formulate and execute the contextualized needs of the affected communities and areas and implement and monitor the same through structural approach.



An integrated convergence approach coupled with institutional building and capacity building for effective delivery of services by bringing different departments together at district and below level need to be adopted for implementation of programme to ensure coverage and equity. Further the activities have to be need based and outcome oriented to ensure holistic development in the affected areas by complementing the development efforts of the existing government schemes of Central and State Governments by filling the critical gaps. Thus the Ramgarh DMF(T) comes up as a ray of hope.

The proposal aims to establish a Planning and Monitoring Unit (PMU) for increasing the effectiveness and efficiency of the District Mineral Foundation (DMF), in the larger interest of people affected by mining in Ramgarh district.

### **3. Scope of Work**

A Planning and Monitoring Unit (PMU) will be established and run under the District Mineral Foundation (DMF). It will be manned by a team of experts with developmental background including specialization in critical areas such as livelihood, education, skill development, drinking water & sanitation, health, roads and buildings, environment etc. The PMU will serve as a 'nodal point' of the District Mineral Foundation and will work under the overall guidance of the Deputy Commissioner and technical direction of the Deputy Development Commissioner cum Member Secretary DMFT as well as the officer-in-charge assigned for DMFT. Further, PMU will also facilitate the functioning of the General Body and Executive Committee of the DMF. The PMU will function as 'DMF Resource and Function Hub' and will be responsible for the following activities:

- Conduct surveys in the mining affected areas to assess the needs
- Identification of critical gaps in the mining affected areas for prioritized action.
- Identification and promotion of innovative solutions through field level pilot interventions.
- Support the district administration in evaluating, planning, implementing and monitoring of proposals submitted under DMF
- Technical and facilitation assistance to the Governing Body and Executive Committee.
- Convergence with various line DMF(T) administrations for coordinated and concerted action.
- Demonstrate the effectiveness of DMF activities on the lives of targeted communities through communication medium.
- Preparation of policy briefs, documentation of lessons learnt and impact.
- Capacity building activities and knowledge management.

### **4. Period of execution**

The selected organisation will establish and run the Planning and Monitoring Unit (PMU) for a period of 3 years from the date of signing the agreement, which can be extended by a maximum

period of 2 years, based on satisfactory performance as determined by the Deputy Commissioner, Ramgarh and advise of State Government from time to time.

## 5. Eligibility Criteria

### 5.1 Eligibility requirements for the Organization

The applicant must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document. The applicant must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services for setting up and running the Program Management Unit (PMU) under the District Mineral Foundation (DMF). The proposals must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to Proposal is open to all applicants who qualify the eligibility criteria as given below:

S.No.	Basic Requirement	Specific Requirement	Documents required
1.	Legal Entity	<p>Applicants eligible for participating in the assignment should be a single Legal Entity registered under appropriate Act in India.</p> <p>a) A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India</p> <p>b) An organisation registered under the Indian Trusts Act 1882</p> <p>c) An organisation registered under the Societies' Registration Act 1860.</p> <p>It must be in operation, continuously for the last 3 years in the field of Development Consultancy as on March 31, 2016</p>	<p>As applicable:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation</li> <li>• Registration certificate</li> <li>• Goods and Service Tax registration</li> <li>• PAN number of the organization</li> <li>• Trust Deed-registered under Indian Trust Act 1882</li> </ul>
2.	Applicant Turnover	<p>The applicant should have a minimum average annual turnover from Development Consultancy/Advisory of Rs 1.00 Crores from Indian operations over the last three FYs (FY14-15, FY15-16 &amp; FY 16-17)</p>	<p>Statutory Audit Report/Statement as per Income Tax Act</p>

3.	Earnest Money Deposit (EMD)	The applicant should furnish, as part of its proposal, an Earnest Money Deposit EMD of INR 2,00,000 (Rupees Two Lakh only), in the form of Demand Draft or Bank Guarantee in favour of The Deputy Development Commissioner-Cum-Member Secretary, (DMF) Ramgarh	Original Demand Draft/ Bank Guarantee
4.	Applicant's Experience	The applicant shall have minimum 3 years experience of providing consultancy services with Authorities/bodies at National /State/District level in areas of Rural Development	The applicant is required to submit proof of engagement such as MoU/Work Order/ Engagement Letter/ Completion Certificate/ LoA etc
5.	Authorized Representative from applicant	A Power of Attorney / Board Resolution in the name of the person signing the proposal.	Original Power of Attorney / Board Resolution Copy

**Note:-** The DMF(T) reserves the right to compare the selected request with any other proposal, not obtained through RFP and if that is found to be better on the ground of cost involved or quality of services the same may with adequate reasons for consideration in accordance with law and rules prevailing in the State be recommended to the State Government for approval.

## **6. Instruction to the Applicants**

### 6.1 General Conditions of Contract

a. All information supplied by Applicants may be treated as contractually binding on the Applicants, on successful award of the assignment by the DMF(T) administration on the basis of this RFP.

b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DMF(T) administration. Any notification of preferred Applicant status by the DMF(T) administration shall not give rise to any enforceable rights by the Applicant. The DMF(T) administration may cancel the process at any time prior to a formal written contract being executed by or on behalf of the DMF(T) administration.

c. This RFP supersedes and replaces any previous public documentation & communications, and Applicants should place no reliance on such communications.

## 6.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meaning:

- a. "Applicant" means organization which submits proposal in response to this Request for Proposal document.
- b. "Consultant" or "Advisor" means the organization, selected through competitive process in pursuance of this RFP, for providing the services under the Contract.
- c. "DMF(T) administration" means the administrative body of the District Mineral Foundation (Trust) Ramgarh District, Government of Jharkhand.
- d. "Contract" means the Contract entered into by the parties for setting up and running the Planning and Monitoring Unit (PMU) under the District Mineral Foundation (DMF).
- e. "Personnel" means professional and support staff provided by the Consultant/ Advisor to perform Services to execute an assignment and any part thereof.
- f. "Proposal" means proposal submitted by Applicants in response to the RFP issued by the DMF(T) administration, Ramgarh, Government of Jharkhand for selection of Consultant.
- g. "Services" means the work to be performed by the Consultant/ Advisor pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the DMF(T) administration, Ramgarh, Government of Jharkhand.
- h. Resources deployed by Consultant/ Advisor may be allowed 20 (Twenty) leaves per year on pro-rata basis, however prior approval of the Administrative Body of the DMF(T) shall be required before availing the leave(s) .

## 6.3 Compliance / Completeness of Response

- a. Applicants are advised to study all instructions, forms, terms, requirements, appendices and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Applicants must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
  - iii. Include all supporting documentations specified in this RFP.
- c. The Proposals must be complete in all respects, Indexed and Hard Bound. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page.

#### 6.4 Instruction Guidelines

The Applicants' participating in the process are expected to be well-versed with the guidelines of the RFP.

### 6.5 Key Requirements of the Bid

#### 6.5.1 Rights to terminate the process

- a. DMF(T) administration may terminate the RFP process at any time and without assigning any reason. DMF(T) administration makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by DMF(T) administration. The Applicants' participation in this process may result in the DMF(T) administration engaging the Applicant towards execution of the Contract.

#### 6.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website <http://ramgarh.nic.in/>. RFP document fees in form of bank demand draft of INR 10,000/- drawn in favour of Deputy Development Commissioner, -cum Member Secretary, DMF(T) Ramgarh, Government of Jharkhand payable at Ramgarh from any nationalized bank/ scheduled bank.
- b. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

#### 6.5.3 Earnest Money Deposit

- a. Applicants shall submit, along with their Proposals, EMD of INR 2,00,000/- (Rupees Two Lakh Only), in the form of a Demand Draft issued in favour of Deputy Development Commissioner –cum-Member Secretary, DMF(T) Ramgarh, Government of Jharkhand payable at Ramgarh, and should be valid for 90 Days from the due date of the RFP.
- b. EMD of all unsuccessful Applicants would be refunded by DMF(T) administration within 60 Days of the Applicant being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Applicant would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Applicant without any accrued interest on it.
- d. The Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
  - i. If an Applicant withdraws its Proposal during the period of validity.
  - ii. In case of a successful Applicant, if the Applicant fails to sign the Contract in accordance with this RFP.

#### 6.5.4 Submission of Responses

##### a. Technical Proposal (containing)

- i. EMD, Power of Attorney and RFP document fees (in a separate sealed envelope)
- ii. Cover letter and Eligibility Criteria mentioned in Section 3 (in a separate sealed envelope)
- iii. Technical Proposal (in a separate sealed envelope)

##### b. Financial Proposal (containing)

- i. Cover Letter
- ii. Financial Proposal

#### 6.5.5 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

## **6.6 Preparation and Submission of Proposal**

### **6.6.1 Proposal Preparation Costs**

The Applicant shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by DMF(T) administration to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the process. DMF(T) administration will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

### **6.6.2 Language**

The Proposal should be filled by the Applicants in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicants. For purposes of interpretation of the documents, the English translation shall govern.

### **6.6.3 Late Proposals**

- a. Original hard copy of RFP document fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The Proposals submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. DMF(T) administration shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. DMF(T) administration reserves the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

## **6.7 Evaluation Process**

- a. DMF(T) administration will constitute a Proposal Evaluation Committee to evaluate the responses of the Applicants.
- b. The Proposal Evaluation Committee constituted by the DMF(T) administration shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

d. The Proposal Evaluation Committee may ask for meetings with the Applicants to seek clarifications on their Proposals.

**e. The Proposal Evaluation Committee reserves the right to:**

- Reject any or all of the proposals submitted
- Accept any proposal in whole or in part
- Invalidate any proposal of the bidder, who in the opinion of the Committee, is not in a position to perform the contract
- Negotiate with the most favourable bidder

f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

#### 6.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by Proposal Evaluation Committee authorized by the administrative body of the DMF(T), in the presence of the Applicants or their representatives who may be present at the time of opening. The representatives of the Applicants should be advised to carry the identity card or a letter of authority from the Applicant organizations to identify their bonafide for attending the opening of the Proposal.

#### 6.7.2 Proposal Validity

The offer submitted by the Applicants should be valid for minimum period of 90 days from the date of submission of Proposal.

#### 6.7.3 Proposal Evaluation

Proposal evaluation and Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

### **6.8 Modification and withdrawal of Proposals**

a. The Applicant is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of Proposals, by giving a written notice to the Deputy-Development commissioner cum Member Secretary DMF(T).

b. Subsequent to the last date for receipt of Proposals, no modification of bids shall be allowed.

c. The Applicants cannot withdraw the Proposal in the interval between the last date for receipt of Proposal and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Applicant.

### **6.9 Proposal Forms**

Wherever a specific form is prescribed in this Request For Proposal (RFP) document, the Applicant shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Applicant shall design a form to hold the required information.



## **6.10 Local Conditions**

- a. Each Applicant is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Applicant is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The DMF(T) administration shall not entertain any request for clarification from the Applicant regarding such local conditions.
- c. It is the Applicant's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the DMF(T) administration. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the DMF(T) administration on account of failure of the Applicant to know the local laws/ conditions. The Applicant is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

## **6.11 Contacting the DMF(T) administration /Deputy Commissioner/ Deputy Development Commissioner / District Mining Office.**

Any effort by an Applicant to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

Applicant shall not approach District level officers after office hours and/ or outside DMF(T) administration office premises, from the time of the Proposal opening till the time the Contract is awarded.

## **6.12 Eligibility Criteria**

The Applicant shall meet the criteria for eligibility mentioned in the Request For Proposal (RFP) document. The Applicant must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Proposal.

## **6.13 Tentative Schedule of Events**

Tentative schedule of events shall be as per the dates and time given in the Fact Sheet.

## **6.14 Opening of Proposal**

First, The Technical cover will be opened. The Financial Proposal may be opened in presence of technically short-listed Applicants. The Evaluation Committee or its authorized representative will open the Proposals. Sequence of opening is as follows:

- a. Technical Cover
- b. Financial Cover

## **6.15 Deciding Award of Contract**

- a. The DMF(T) administration reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Applicant on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Applicant shall furnish the required information to DMF(T) administration and its appointed representative on the date asked for, at no cost to the DMF(T) administration. The DMF(T) administration may at its discretion, visit the office of the Applicant any-time before the signing of Agreement.
- b. DMF(T) administration shall inform those Applicants whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. DMF(T) administration shall simultaneously notify those Applicants who qualify for the Evaluation process as described in this Request For Proposal (RFP) Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Applicant's name, the Proposal Price, the total amount of each Proposal and other such details, will be announced and recorded by the DMF(T) administration at the opening of Proposal.
- d. After acceptance of Letter of Award (LOA), Performance Security shall be deposited as specified in this document for signing an Agreement with DMF(T) administration.
- e. Special Condition for Awarding the Agreement:
  - i. Deputy Development commissioner cum- Member Secretary DMF(T) will sign the Agreement with successful Applicant for a period as mentioned in 'Duration of Contract' in the document.
  - ii. DMF(T) administration may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
  - iii. DMF(T) administration will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
  - iv. DMF(T) administration will have the right to ask for additional Team members beyond what has been specified in this RFP.

## **6.16 Confidentiality**

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at

the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Applicant in rendering the Services hereunder are the Confidential Information of the Applicant.

b. The Applicants shall keep confidential, any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Applicants shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason what-so-ever.

c. At all-time of the performance of the Services, the Applicant shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Applicant should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP and such rules, policies, standards, guidelines and procedures by its employees or agents.

d. The Applicant should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

e. The obligations of confidentiality under this section shall survive rejection of the Contract.

f. "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's right under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

### **6.17 Publicity**

Any publicity by the Applicant containing the name of DMF(T) administration should be done only with the explicit written permission from DMF(T) administration.

### **6.18 Execution of the Agreement**

After acknowledgement of the LoA by the selected Applicant, a performance guarantee of 10% of Total Professional Fee has to deposited in the form of FDR/TDR/DD/BG of any nationalized/scheduled bank in the name of Deputy Development Commissioner cum Member Secretary DMFT, Ramgarh, Government of Jharkhand, the performance guarantee shall be valid for period of 2 months beyond the duration of Contract as specified in the RFP document. The Consultant/ Advisor shall sign the Agreement with-in twenty one days from the issue of LoA.

Agreement is mutually extendable post the completion of the initial term.

#### 6.18.1 Performance Guarantee

The successful Applicant firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

#### 6.19 Duration of Contract

The assignment of the work shall be valid initially for a period of thirty six months. The duration of contract can be mutually extended by a maximum period of twenty four months, depending on the requirements of the project and on the terms mutually agreed by both the parties, based on the satisfactory performance of the Consultant/Advisor, as determined by the Deputy Commissioner cum Member Secretary DMF(T) Ramgarh and advise of the State Government received time to time.

#### 6.20 Terms and Conditions: Applicable Post Award of Contract

##### 6.20.1 Termination Clause

##### 6.20.1.1 Termination for Default

DMF(T) administration may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Applicant, terminate the Contract in whole or in part (provided a cure period of not less than 30 days is given to the selected Applicant to rectify the breach, hence it is above 60 days with 30 days extra as cure period totalling to 90 days):

- i. If the selected Applicant fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by DMF(T) administration; or
- ii. If the selected Applicant fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the selected Applicant, in the judgment of the DMF(T) administration, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the selected Applicant commits breach of any condition of the Contract

If DMF(T) administration terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

##### 6.20.1.2 Termination for Insolvency

DMF(T) administration may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Applicant, if the selected Applicant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Applicant,

provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DMF(T) administration.

#### 6.20.1.3 Termination for Convenience

a. DMF(T) administration, by a written notice of at least 60 days sent to the selected Applicant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for DMF(T) administration's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.

b. In such case, DMF(T) administration will pay for all the pending invoices as well as the work done till that date by the Consultant.

c. Depending on merits of the case the selected Applicant may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.

d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Applicant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

#### 6.20.1.4 Termination by DMF(T) administration

a. The DMF(T) administration may, by not less than 60 days written notice of termination to the Applicant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. The selected Applicant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the DMF(T) administration may have subsequently granted in writing;

ii. The selected Applicant 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;

iii. The selected Applicant fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

iv. The selected Applicant submits to the DMF(T) administration a statement which has a material effect on the rights, obligations or interests of the DMF(T) administration and which the selected Applicant knows to be false;

b. Any document, information, data or statement submitted by the Applicant in its Proposals, based on which the selected Applicant was considered eligible or successful, is found to be false,

incorrect or misleading; or as the result of Force Majeure, the selected Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days

c. If the DMF(T) administration would like to terminate the Contract for reasons not attributable to the selected Applicant's performance, they will need to clear all invoices for the Services up to the date of their notice.

d. If the DMF(T) administration would like to terminate the Contract for reasons attributable related to the selected Applicant's performance, the government will give a rectification notice for 2 months to the Consultant/ Advisor in writing with specific observations and instructions.

#### 6.20.1.5 Termination by the selected Applicant

a. The selected Applicant may, by not less than 60 days written notice to the DMF(T) administration, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. DMF(T) administration is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the DMF(T) administration of the selected Applicant's notice specifying such breach

ii. If there are more than 2 unpaid invoices and DMF(T) administration fails to remedy the same within 180 days of the submission of the last unpaid invoice

iii. As the result of Force Majeure, the selected Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

iv. The DMF(T) administration fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

b. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by DMF(T) administration to the selected Applicant within 30 days of the Contract termination

#### 6.20.1.6 Consequences of Termination

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], DMF(T) administration shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of DMF(T) administration to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the DMF(T) administration under law or otherwise.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### 6.20.2 Liquidated Damages

a. Notwithstanding DMF(T) administration's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force majeure beyond control of the Consultant/Advisor.

b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

c. DMF(T) administration reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by DMF(T) administration to the Consultant/Advisor. Liquidated damages will be calculated on per week basis.

d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

#### 6.20.3 Dispute Resolution Mechanism

a. The DMF(T) administration and the selected Applicant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.

b. If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Mines Commissioner Industry Mines and Geology Department, Government of Jharkhand. The decision of the Mines Commissioner Government of Jharkhand shall be final and binding upon both parties. The language of Dispute Resolution shall be in English.

b. Pending the submission of and/or decision on a dispute, difference or claim or until the matter is decided by Mines Commissioner of Industry Mines and Geology Department, Government of Jharkhand, the selected Applicant shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.

c. The DMF(T) administration may terminate this contract, by giving a written notice of termination of minimum 30 days, to the selected Applicant, if the selected Applicant fails to comply with any decision delivered by Mines Commissioner, Government of Jharkhand.

#### 6.20.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or

transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

#### 6.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Applicant or DMF(T) administration as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected Applicant or DMF(T) administration shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/ or defined above.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Request for Proposal (RFP). It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The DMF(T) administration will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Applicant in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

#### 6.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Applicant to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DMF(T) administration may invoke the Performance Bank Guarantee (PBG) of the successful applicant



and award the contract to the next best value Applicant or call for new Proposals from the interested Applicants.

### **6.21 Deployment`**

The proposed team is required to work in close coordination with the Deputy Development Commissioner, Ramgarh, Government of Jharkhand and other DMF(T) administrations & organizations of Government of Jharkhand. Whenever required, the proposed team has to follow the working hours, working days and Holidays of Jharkhand State Government.

### **6.22 Contract Performance Guarantee**

a. Within 21 days after the receipt of notification of award of the Contract from the DMF(T) administration, the successful Applicant shall furnish Contract Performance Guarantee to the Deputy Development Commissioner cum –Member Secretary DMF(T) Ramgarh, Jharkhand which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 2 months beyond the duration of Contract as specified in the document.

b. The proceeds of the performance guarantees shall be payable to the DMF(T) administration as compensation for any loss/ penalties resulting from the Selected Applicants failure to complete its obligations under the Contract.

c. The performance guarantee will be discharged by the DMF(T) administration and returned to the Selected Applicant within 60 days following the date of completion of the Selected Applicant's performance obligations, including any warranty obligations under the Contract.

### **6.23 Statutory Requirements**

During the tenure of this Contract, nothing shall be done by the Selected Applicant in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep DMF(T) administration indemnified in this regard.

### **6.24 Contract administration**

a. Either party may appoint any individual/ organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and

ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

iii. The Selected Applicant shall be bound by all undertakings and representations made by the authorized representative of the Selected Applicant and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

iv. For the purpose of execution or performance of the obligations under this Contract, the DMF(T) administration's representative would act as an interface with the nominated representative of the Selected Applicant. The Selected Applicant shall comply with any instructions that are given by the DMF(T) administration representative during the course of this Contract in relation to the performance of its obligations under the terms of the Contract.

v. A committee comprising of representatives from the DMF(T) administration and the Selected Applicant shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Applicant shall draw the minutes of these meetings and circulate to the DMF(T) administration.

### **6.25 Right of Monitoring, Inspection and Periodic Audit**

The DMF(T) administration reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Applicant. The DMF(T) administration may demand, and upon such demand being made, the selected Applicant shall provide with any document, data, material or any other information required to assess the progress of the project. The DMF(T) administration shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Applicant of its obligations/ functions in accordance with the standards committed to or required by the DMF(T) administration and the Selected Applicant undertakes to cooperate with and provide to the DMF(T) administration/ any other Consultant/ Advisor/ Agency appointed by the DMF(T) administration, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Applicant failing which the DMF(T) administration may, without prejudice to any other rights that it may have, issue a notice of default.

### **6.26 DMF(T) Administration's Obligations**

The DMF(T) administration representative shall interface with the Selected Applicant, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

DMF(T) administration shall ensure that timely approval is provided to the selected Applicant, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

### **6.27 Information Security**

The Selected Applicant shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are

proprietary to or owned by the DMF(T) administration, out of premises, without prior written permission from the DMF(T) administration.

The Selected Applicant shall, upon termination of this agreement for any reason, or upon demand by DMF(T) administration, whichever is earliest, return any and all information provided to the Selected Applicant by DMF(T) administration, including any copies or reproductions, both hard copy and electronic.

### **6.28 Indemnity**

The Selected Applicant shall execute and furnish to the DMF(T) administration, a Deed of Indemnity in favour of the Deputy Development Commissioner –cum-Member Secretary DMF(T) Ramgarh Government of Jharkhand, in a form and manner acceptable to the DMF(T) administration, indemnifying DMF(T) administration from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

a. Negligence or wrongful act or omission by the Selected Applicant or its team or any Agency/ Third Party in connection with or incidental to this Contract; or

b. Any breach of any of the terms the Selected Applicant's Proposal as agreed, the Tender and this Contract by the Selected Applicant, its Team or any Agency/ Third Party.

c. The indemnity shall be to the extent of Total Professional Fee in favour of the DMF(T) administration.

### **6.29 Prices**

Prices quoted can only be revised at the end of the year based on the discretion of the Committee.

**6.30 Special Conditions of Contract:** The Administration of the DMF(T) reserves the right to compare the selected request with any other proposal , not obtained through RFP and if that is found to be better on the ground of cost involved or quality of services the same may with adequate reasons for consideration in accordance with law and rules prevailing in the State be recommended to the State Government for approval.

### **6.31 Payment Schedule**

The payment as specified in financial format Annexure-3 as submitted by Selected Consultant shall be made after statutory deduction on a Monthly basis.

TA/ DA and expense related to travel outside Ramgarh district for official purpose only, shall be reimbursed by DMF(T) administration, in such cases where arrangements are not being made by the DMF(T) administration.

- a. The travel expense outside Ramgarh if required would be additional and will be paid extra based on the actual rate of 2-AC train-fare from Ramgarh to anywhere in India.
- b. To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to the DMF(T) administration along with the relevant bills/ vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within two weeks from the date of return from the trip.
- c. Submission of hotel bills if any is required along with the Travel Expense Claim.
- d. For local travel during official visit within Ramgarh district, Consultants will make their own arrangements.
- e. Team members should have their own laptops and other peripherals including mobile phone.

Instruction:

The Invoice will be submitted after every Month for fixed resources. The payment will be made after statutory deduction within 15 days after submission of Invoice. The Selected Applicant shall satisfactorily perform work as specified under the contract to the DMF(T) administration.

For additional resources (deployed during the project), payment shall be made after statutory deduction on monthly basis

### **6.32 Continuance of the Contract:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

### **6.33 Conflict of interest**

The Applicant shall disclose to DMF(T) administration in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

### **6.34 Severance**

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

### **6.35 Governing Language**

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

### **6.36 “No Claim” Certificate**

The Selected Applicant shall not be entitled to make any claim, whatsoever against DMF(T) administration, under or by virtue of or arising out of, the Contract, nor shall DMF(T) administration entertain or consider any such claim, if made by the Selected Applicant after it has signed a “No claim” certificate in favour of DMF(T) administration in such form as shall be required by it after the work is finally accepted.

### **6.37 Publicity**

The Selected Applicant shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the DMF(T) administration first gives its written consent to the selected Applicant.

### **6.38 General**

#### **6.38.1 Relationship between the Parties**

Nothing in the Contract constitutes any fiduciary relationship between the DMF(T) administration and Selected Applicant/ Applicant’s Team or any relationship of employer employee, principal and agent, or partnership, between the DMF(T) administration and Selected Applicant.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

DMF(T) administration will not be under any obligation to the Implementation Consultant’s/ Advisor’s Team except as agreed under the terms of the Contract.

#### **6.38.2 No Assignment**

The Selected Applicant shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the DMF(T) administration.

#### **6.38.3 Survival**

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless DMF(T) administration notifies the Selected Applicant of its release from those obligations.

#### **6.38.4 Entire Contract**

The terms and conditions laid down in the Request for Proposal (RFP) and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### **6.38.5 Governing Law**

This Contract shall be governed in accordance with the laws of India.

#### 6.38.6 Jurisdiction of Courts

The High Court of Jharkhand at Ranchi, Jharkhand has exclusive jurisdiction to determine any proceeding in relation to the Contract.

#### 6.38.7 Compliance with Laws

The Selected Applicant shall comply with the laws in force in India in the course of performing the Contract.

#### 6.38.8 Notices

A “notice” means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To,

The Deputy Development Commissioner, Ramgarh

Phone: 06553-261558

Email: ddc\_ramgarh@rediffmail.com

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative’s Party.

#### 6.38.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

#### 6.38.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

#### 6.38.11 Taxes

The Applicant shall pay service and other applicable taxes, if any, imposed on the Services under this Contract.

#### 6.38.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### 6.39 Fraud and Corrupt Practices

##### 6.39.1 Fraud and Corrupt Practices

a. 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 DMF(T) administration 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 DMF(T) administration shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the DMF(T) administration for, inter alia, time, cost and effort of the DMF(T) administration, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

b. Without prejudice to the rights of the DMF(T) administration under Clause above and the rights and remedies which the DMF(T) administration may have under the LoA or the Agreement, if an Applicant or Systems Implementation Agency, as the case may be, is found by the DMF(T) administration 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 shall not be eligible to participate in any tender or RFP issued by the DMF(T) administration during a period of 2 (two) years from the date such Applicant, as the case may be, is found by the DMF(T) administration 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.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process

ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. “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;

iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DMF(T) administration 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

v. “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.

## 7. Human Resource

Category	Position	Unit
Managerial Role	Team Leader	1
	Senior Project Officer - Development & Project Management	2
Functional Support	Project Officer – Civil Engineering	1
	Project Officer - Mechanical Engineering	1
	Project Officer - Information Technology	1
	Project Officer - Finance	1
	Date Entry Operator	1

## 8. Job Description

### i) Team Leader

Specific Tasks:

- Responsible for overall functioning of the Planning and Monitoring Unit (PMU).
- Build and maintain a high performing team in the PMU.
- Provide effective program management, managing human and financial resources to effectively achieve the objectives of the DMF.
- Ensure that deliverables are satisfied in a timely manner.
- Conceptualize a wide range of innovation projects for improved public service delivery.



- Act as a formal channel of communication between the selected organisation and the District Mineral Foundation (DMF).
- Report to the Chief Executive Officer, (District Collector/ Deputy Commissioner Cum Member Secretary) District Mineral Foundation (DMF).
- Any other duties as may be assigned.

#### Qualifications and Experience:

- A graduate from a recognized university/institute with a four-year degree course or a post-graduate from a recognized University/ Institute (in case of a graduate holding degree of a course duration of three years or less).
- Should have a minimum of 3 years total work experience. Preference will be given to experience with Government/ Government Organisations/ International Organisations.

#### Competencies and Skills:

- Demonstrated ability to lead teams in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Proven ability to identify innovations and translate them into implementable practices.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English with effective documentation skills.
- Ability to communicate in Hindi is desirable.

#### **ii) Senior Project Officer – Development and Project Management**

##### Specific Tasks:

- Carry out diagnostic study to understand the socio-economic conditions in mining affected villages and analyse the impact (or deficit) of existing government schemes.
- Conduct participatory planning and need assessment exercise in all mining affected villages in the district.
- Facilitate Gram Sabhas and organise discussions on development issues in the village/Panchayat.
- Prepare village wise - list of projects to be taken up under the District Mineral Foundation (DMF).

- Arrange the village wise - list of projects into Annual Action Plans, based on the immediate and long term priorities, as determined by the people in the mining affected villages.
- Evaluate projects submitted by different stakeholders to be taken up under District Mineral Foundation (DMF).
- Converge with various line DMF(T) administrations to improve effectiveness of interventions on the community
- Facilitate the approval of the Annual Action Plans in the Managing / Executive Committee and Governing Board of the District Mineral Foundation (DMF).
- Oversee the implementation of the approved projects, through regular field visits and raise flags at appropriate levels in case of potential delays or cost overruns.
- Promote community based monitoring tools like Social Audit of projects executed under the District Mineral Foundation (DMF).
- Undertake action-research to discover more appropriate ways of doing things under the District Mineral Foundation (DMF).
- Demonstrate the effectiveness of various projects taken up under District Mineral Foundation (DMF) on the lives of the mining affected communities through various communication mediums.
- Prepare documentation of success stories, lessons learn and impact at periodic intervals.
- Report to the Team Leader, Planning and Monitoring Unit (PMU).
- Any other duties as may be assigned.

#### Qualifications and Experience:

- A graduate from a recognized university/institute with a four-year degree course or a post-graduate from a recognized University/ Institute (in case of a graduate holding degree of a course duration of three years or less).
- Should have a minimum of 2 years total work experience. Preference will be given to experience with Government/ Government Organisations/ International Organisations.

#### Competencies and Skills:

- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.

- Proven ability to identify innovations and translate them into implementable practices.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English with effective documentation skills.
- Ability to communicate in Hindi is desirable.

### **iii) Project Officer – Civil Engineering**

#### Specific Tasks:

- Study drawings and estimates of projects submitted by various line DMF(T) administrations for approval under the District Mineral Foundation (DMF). Propose alterations and revisions required, if any.
- Supervise various construction activities taken up under District Mineral Foundation (DMF).
- Ensure that the construction is in compliance with the drawing and estimates approved.
- Assess value of works done and approve bills and vouchers for release of funds to the implementing agency.
- Report to the Team Leader, Planning and Monitoring Unit (PMU).
- Any other duties as may be assigned.

#### Qualifications and Experience:

- B.E/ B.Tech in Civil Engineering/B.Arch from a recognized University/ Institute.
- Should be able to prepare detailed estimates for civil engineering projects.
- Should be proficient in Auto CAD or equivalent software packages.

#### Competencies and Skills:

- High integrity and ethical standards.
- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English.
- Ability to communicate in Hindi is desirable.

#### **iv) Project Officer – Mechanical Engineering**

##### Specific Tasks:

- Supervise and monitor various industrial activities in the district related to District Mineral Foundation (DMF). Ensure that the activities are in compliance with the guidelines.
- Study details of projects submitted by various line DMF(T) administrations for approval under the District Mineral Foundation (DMF). Propose alterations and revisions required, if any.
- Assess value of works done and approve bills and vouchers for release of funds to the implementing agency.
- Report to the Team Leader, Planning and Monitoring Unit (PMU).
- Any other duties as may be assigned.

##### Qualifications and Experience:

- B.E/ B.Tech in Mechanical Engineering from a recognized University/ Institute.
- Should be able to prepare detailed estimates for industrial engineering projects.

##### Competencies and Skills:

- High integrity and ethical standards.
- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English.
- Ability to communicate in Hindi is desirable.

#### **v) Project Officer – Finance**

##### Specific Tasks:

- Maintain day to day book of accounts.
- Maintain all records, ledgers and relevant documents of the Planning and Monitoring Unit (PMU).

- Ensure timely submission of Accounts and Utilization Certificates (UCs) by the the implementing agencies.
- Process bills and vouchers for release of funds to the implementing agencies.
- Inspect accounts of implementing agencies periodically and ensure that the books of accounts are maintained properly.
- Maintain appropriate records for all fixed assets of the Planning and Monitoring Unit (PMU).
- Prepare and submit annual budget statement and financial reports.
- Process salaries and reimbursement claims of staff of Planning and Monitoring Unit (PMU).
- Liaison with the bank on various issues and prepares bank reconciliation statements.
- Comply with all statutory and legal requirements of the District Mineral Foundation (DMF) in a timely manner.
- Comply with all auditory requirements of the District Mineral Foundation (DMF) in a timely manner.
- Report to the Team Leader, Planning and Monitoring Unit (PMU).
- Any other duties as may be assigned.

#### Qualifications and Experience:

- A graduate in commerce from a recognized university/institute or an MBA (in Finance) or equivalent from a recognized University/ Institute.
- Should be proficient in Tally or equivalent accounting software packages.

#### Competencies and Skills:

- High integrity and ethical standards.
- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.
- Strong oral and writing skills in English.
- Ability to communicate in Hindi is desirable.

## **vi) Project Officer – IT**

### Specific Tasks:

- Design, maintain and regularly update of GIS based Management Information System (MIS) for all projects taken up under the District Mineral Foundation (DMF).
- Support all e-governance projects taken up under the District Mineral Foundation (DMF).
- Liaison with district National Informatics Centre (NIC) and the nodal agency at the state level to regularly provide information regarding details of meetings held, proceedings finalized, notifications issued etc for updating in the DMF website.
- Design, maintain and periodically update 'Digital Dashboard' containing all information regarding the mining affected villages collected during the initial baseline surveys and subsequent mid-line surveys.
- Comply with all requirements under the Right to Information Act (RTI) with regard to the District Mineral Foundation (DMF).
- Procure and maintain all IT assets of the Planning and Monitoring Unit (PMU) including laptops, printers, scanners etc.
- Report to the Team Leader, Planning and Monitoring Unit (PMU).
- Any other duties as may be assigned.

### Qualifications and Experience:

- B.E/B.Tech in Computer Science (or Information Technology) or Masters in Computer Applications (MCA) or PG Diploma in Computer Science (or Information Technology) or equivalent from a recognized University/ Institute.
- Should have experience in the design, maintenance and updation of MIS systems.

### Competencies and Skills:

- Demonstrated ability to work in a multi-cultural environment and establish harmonious and effective working relationships.
- Strong analytical skills, ability to think strategically, analyze diverse information and manage multiple projects simultaneously.
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in usage of IT tools including proficiency in MS Office suite.

- Strong oral and writing skills in English.
- Ability to communicate in Hindi is desirable.

### **vii) Data Entry Operator:**

#### Qualification & Experience -

- An Advance Diploma in Computer Application from Any Recognised Institute accredited by Government/AICTE
- Should be able to work both in English and Hindi and should have minimum WPM of 35 in Hindi and 50 in English.

#### Note:

If at any point in time, the DMF(T) administration feels that a resource is not up to the mark, a replacement will be demanded in written and will need to be obliged within 30 days.

The Consultant/ Advisor is not expected to change the team from what is proposed as a part of the response to this RFP. However, if a resource needs to be changed due to unforeseen circumstances, the Consultant/ Advisor need to give it in writing to the Client and only upon agreement, the replacement may be carried out.

## **9. Evaluation & Selection**

### 9.1 Technical Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive.

#### If Proposals

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Applicants, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The DMF(T) administration may conduct clarification meetings with each or any Applicant to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Request for Proposal (RFP) Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Applicants representatives who intend to attend at their cost. The Applicants' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
  - i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Applicant meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
  - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Applicants are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
    - Supporting document is to be submitted in Technical Cover.
    - Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
    - In case of Applicant is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).



- Applicants failing to comply any of the above then the Bid will be summarily rejected.

#### Technical Evaluation Criteria

S. No.	Criteria	Maximum marks
<b>1.</b>	<b>Organisation's Experience</b>	<b>50</b>
1.1	<p>The Applicant shall have experience of providing developmental support to the government at national/ state/ district level.</p> <ul style="list-style-type: none"> <li>• 2 marks for every project undertaken with a maximum of 10 marks.</li> <li>• 2 marks for successfully delivering on each of the above mentioned project with maximum of 10 marks.</li> </ul>	20
1.2	<p>Given that DMF(T) is based at the district level, the Applicant should have demonstrable experience of having personnel(s) working at the district level.</p> <p>Presence in:</p> <ul style="list-style-type: none"> <li>• 1-5 districts: 5 marks</li> <li>• 6-10 districts: 15 marks</li> <li>• &gt;10 districts: 25 marks</li> </ul> <p>Additional 5 marks will be allocated if the applicant has on ground presence of having personnel working in the State of Jharkhand</p>	30
<b>2.</b>	<b>Consultancy Team</b>	<b>20</b>
	<p>The applicant shall be evaluated on the basis of CVs submitted for managerial positions i.e. (i) Team Leader and (ii) Senior Project Officer with a maximum of 10 marks for each position. Kindly note, atleast 3 CVs must be submitted for the position of Team Leader and 5 CVs for the position for Senior Project Officer. Further, all CVs submitted must meet the qualification and experience requirements.</p> <p>Team Leader: Maximum of 10 marks</p> <ul style="list-style-type: none"> <li>• 5 marks will be allocated for submitting more than 3 CVs meeting the qualification and experience requirements for the position</li> <li>• 3 marks will be allocated if atleast half of the CVs submitted have experience of working with the central/ state government</li> <li>• 2 marks will be allocated if atleast half of the CVs submitted have experience of working with the Government of Jharkhand</li> </ul> <p>Senior Project Officer Development &amp; Project Management: Maximum</p>	20

	<p>of 10 marks</p> <ul style="list-style-type: none"> <li>• 5 marks will be allocated for submitting more than 5 CVs meeting the qualification and experience requirements for the position</li> <li>• 3 marks will be allocated if atleast half of the CVs submitted have experience of working with the central/ state government</li> <li>• 2 marks will be allocated if atleast half of the CVs submitted have experience of working with the Government of Jharkhand</li> </ul>	
<b>3</b>	<b>Technical Presentation</b>	<b>30</b>
3.1	Understanding of the assignment , Quality of methodology and work program to be exhibited through technical presentation	30

## 9.2 Financial Evaluation

The Applicant shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 75% and Financial Proposal will be allotted weightage of 25%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 60% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$ ;

where  $F_m$ : Lowest Financial Proposal and  $S_f$ : Financial Score

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Applicant separately. This will be done by applying a weight of 0.75 (or 75 %) and 0.25 (or 25%) respectively to the technical and financial scores of each qualifying Proposal. The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Total Score} = (T_e \times 0.75) + (S_f \times 0.25)$   $T_e$ : Technical score.

## 9.3 Selection

The Applicant scoring the highest Total Score shall be declared as the “Selected Applicant”

## 10. Annexures

### 10.1 Annexure I: Proposal Covering Letter

Date: .....

To,

The Deputy Development Commissioner cum  
Member Secretary DMFT, Ramgarh  
Phone: 06553-261558  
Email: ddc\_ramgarh@rediffmail.com

Dear Sir/ Ma'am,

We ..... (Name of the Applicant) hereby submit our Proposal in response to notice inviting RFP date ..... and RFP document no.....and confirm that:

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of Proposal is 90 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Applicants are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. DMF(T) administration, Ramgarh, Government of Jharkhand, may contact the following person for further information regarding this Proposal:

a. Name and full address of office, Contact No., Email ID, Company Name

7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Applicant Organization etc.

## 10.2 Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by ‘Bidder’ for the tender)

Dated: \_\_\_\_\_

### POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the Organization), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement “SELECTION OF AGENCY FOR THE ESTABLISHMENT AND RUNNING OF PLANNING AND MONITORING UNIT (PMU) FOR INCREASING EFFICIENCY AND EFFECTIVENESS OF THE DISTRICT MINERAL FOUNDATION (DMF), RAMGARH” involving the deliverables as per agreement with DMF(T) administration, Ramgarh, vide Request of Proposal (RFP) Document dated \_\_\_\_\_, issued by Deputy Commissioner, Ramgarh, Government of Jharkhand, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by Deputy Development Commissioner cum Member Secretary DMFT, Ramgarh, Government of Jharkhand or any governmental authority, representing us in all matters before Deputy Development commissioner cum Member Secretary DMFT, Ramgarh, Government of Jharkhand, and generally dealing with District Mineral Foundation (DMF), Ramgarh in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Applicant
- 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

executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

### 10.3 Annexure III: Financial Proposal Format

To be returned in original along with the Proposals (Envelope C)

To ,

The Deputy Development Commissioner  
cum Member Secretary DMFT, Ramgarh  
Email: ddc\_ramgarh@rediffmail.com

Subject: Selection of Consultant for setting up and running a Planning and Monitoring Unit (PMU) for District Mineral Foundation (DMF), Ramgarh

Sir/ Ma'am,

We, the undersigned, offer to provide the services of as Consultant for Setting up Program Management Unit (PMU) to improve the efficiency and effectiveness of District Mineral Foundation (DMF), Ramgarh in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Fees	Amount (INR) (per month)	Amount (INR) (per annum)
<b>Professional Fees</b>		
Team Leader (1)		
Senior Project Officer (2)		
Project Officer Civil Engineering (1)		
Project Officer Mechanical Engineering (1)		
Project Officer Finance (1)		
Project Officer IT (1)		
Data Entry Operator (1)		
<b>General Management Fees</b>		
Administrative		
Back-End Support		
Others (if any)		

<b>Total Fees (per annum)</b>	
-------------------------------	--

Note:

- i. The above listed individual salaries and amounts are indicative and may change month to month for individuals, however the total expenditure quoted can not be exceeded at any point.
- ii. The above excludes any applicable taxes and reimbursements.

The experience and project completion shall be taken into consideration as one of the parameters beside details given in the RFP.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We solemnly affirm that we will strictly adhere to the laws against fraud, corruption and unethical practices, including but not limited to “Prevention of Corruption Act, 1988”, during the Request for Proposal (RFP) process and execution of the Contract, in case we are awarded the work. We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

#### 10.4 Annexure IV: Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The Deputy Development Commissioner, Ramgarh, Government of Jharkhand, having its office at Ramgarh – \_\_\_\_\_, Jharkhand, India (hereinafter called “Member Secretary DMFT, Ramgarh, Government of Jharkhand” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s \_\_\_\_\_ an organization/company/ firm formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive Request For Proposal (RFP) process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_/\_\_/2017 issued by Deputy Development Commissioner cum Member Secretary DMFT, Ramgarh, Government of Jharkhand, and selected M/s \_\_\_\_\_ (hereinafter referred to as the Applicant) for the Agreement by Deputy Development Commissioner cum Member Secretary DMFT, Ramgarh, Government of Jharkhand as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Deputy Development Commissioner, Member Secretary DMFT Ramgarh, Government of Jharkhand, and the Applicant. The Agreement requires the Applicant to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Applicant approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby guarantee as follows:

1. The Applicant shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Deputy Development commissioner cum Member Secretary DMFT, Ramgarh, Government of Jharkhand an amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) within 7 (seven) days of receipt of a written demand therefore from Deputy Development



Commissioner, Member Secretary DMFT Ramgarh, Government of Jharkhand, stating that the Applicant has failed to fulfil its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Applicant or any other person and irrespective of whether the claim of the Deputy Development Commissioner cum Member Secretary DMFT Ramgarh, Government of Jharkhand is disputed by the Applicant or not.
4. The Guarantee shall come into effect from \_\_\_\_\_ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on \_\_\_\_\_ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Deputy Development Commissioner, Member Secretary DMFT Ramgarh Government of Jharkhand, under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Deputy Development Commissioner, Member Secretary DMFT Ramgarh Government of Jharkhand prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Deputy Development Commissioner, Member Secretary DMFT Ramgarh, Government of Jharkhand.
5. In order to give effect to this Guarantee, Deputy Development Commissioner, Member Secretary DMFT Ramgarh Government of Jharkhand shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by, Deputy Development Commissioner, Member Secretary DMFT Ramgarh Government of Jharkhand or by the extension of time of performance granted to the Applicant or any postponement for any time of the power exercisable by, Government of Jharkhand against the Applicant or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of, Government of Jharkhand or any indulgence by Deputy Development Commissioner, Member Secretary DMFT Ramgarh Government of Jharkhand to the Applicant to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its  
\_\_\_\_\_ and authorized office.

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

**10.5 Annexure V: Format for Professional Experience Citations**

Assignment Name	
Project Location	
Name of Client & details	
Start Date	
Complete Date	
Detailed narrative description of project	
Detailed description of actual services provided by your firm	

**10.6 Annexure VI: Format for Curriculum Vitae (CV) of Personnel**

PHOTO (preferred but optional)	1. Name			
	2. Position			
	3. DoB			
	4. Education			
5. Employment Record	From	To	Organization	Position held
6. Brief Profile				

7. Countries of Work experience		
8. Languages		
9. Representative Projects	<p>Nature of Work:  Year:  Location:  Company:  Position Held:  Main Features:  Activities Performed:</p>	
	<p>Nature of Work:  Year:  Location:  Company:  Position Held:  Main Features:  Activities Performed:</p>	
Signature:		Name:

## **10.7 Annexure VII: Technical Proposal Submission Form**

TP-1 Technical Proposal Submission Form/ Declaration

TP-2 Bidders Organization and Confirmation to Eligibility Criteria

TP-3 Bidders Experience for Technical Evaluation

TP-4 Conceptual Clarity and Understanding of the Assignment

TP-5 Approach, Methodology and Work Plan for Performing the Assignment

TP-6 Curriculum Vitae (CV) for Key Staff (Team Lead and Senior Project Officer)

TP-7 Other Relevant Documents & Submissions (if any)