उपायुक्त का कार्यालय (जिला विकास शाखा), धनबाद।
(खनिज फाउन्डेशन ट्रस्ट)

:: अल्प कालीन निविदा सूचना ::

धनबाद जिला खनिज फाउन्डेशन ट्रस्ट के कार्यों के सुचारू ढंग से सम्पादन हेतु पी0एम0यु0 गठन हेतु इच्छुक फर्म / प्रतिष्ठान से शर्त्तों के आधार पर निविदा आमंत्रित की जाती है। निविदा प्रपत्र दिनांक 01.02.2019 से जिला विकास शाखा, धनबाद में कार्यालय अवधि में उपलब्ध कराया जाएगा। निविदा से संबंधित विस्तृत विवरणी, जानकारी एवं अन्य शर्त्तें NIC Dhanbad के Website WWW.dhanbad.nic.in पर देखा जा सकता है।

31/01/19

उप विकास आयुक्त,
–सह– सदस्य सचिव,
धनबाद जिला खनिज फाउण्डेशन ट्रस्ट।

ज्ञापांक –19 / डी0एम0एफ0टी0, धनबाद दिनांक – 31/01/2019

प्रतिलिपि– जिला सूचना एवं जनसम्पर्क पदाधिकारी, धनबाद को सूचनार्थ प्रेषित। अनुरोध है कि उपरोक्त सूचना सभी मुख्य सामाचार पत्रों में दिनांक 02/02/19 को प्रकाशित कराना सुनिश्चित किया जाय।

प्रतिलिपि– अपर समाहर्त्ता, विधि व्यवस्था–सह–वेव मैनेजर, धनबाद को सूचनार्थ प्रेषित। अनुरोध है कि संलग्न निविदा विवरणी को आज ही जिले के वेवसाईट पर अपलोड करने की कृपा की जाय।

31/01/19

उप विकास आयुक्त,
–सह– सदस्य सचिव,
धनबाद जिला खनिज फाउण्डेशन ट्रस्ट।

SHORT 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 DHANBAD DISTRICT OF JHARKHAND

RFP NO: 02

DATE: 31/01/2019

ADDRESS:

Deputy Commissioner, Dhanbad

Government of Jharkhand

Phone: 0326-2312401/2312602 (FAX)

Email: dc-dha@nic.in

Address for communication & submission of documents during tender period:

Office of The Deputy Development Commissioner cum Member Secretary

DMFT, Dhanbad

Phone: 0326-2310331

Email: drda.dhanbad@gmail.com

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

The administrative body i.e. the Managing Committee of the District Mineral Foundation Trust, Dhanbad 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), Dhanbad.

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

The RFP document is also available on Dhanbad district website. The address of the website is http://dhanbad.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***, Dhanbad District, Jharkhand. 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, Dhanbad District, Jharkhand on Phone Number: 0326-2312401/2310331 during official working hours only.

Deputy Commissioner,
Dhanbad

1. **Fact Sheet**

S. No.	Milestone	Date
1.	Request for Proposal (RFP) document made available to the applicants	01-Feb-2019
2.	Pre-bid meeting for applicants	04-Feb-2019 at 4:30pm
3.	Last date for receipt of Technical and Financial proposals (Separately Sealed Envelope)	20-Feb-2019 at 5:00 pm
4.	Opening of Technical proposals	22-Feb-2019
5.	Technical Presentation	22-Feb-2019
6.	Opening of Financial proposals of applicants who qualify pre-qualification (technical) criteria	23-Feb-2019
7.	Letter of Award	25-Feb-2019
8.	Start Date	01-Mar-2019
9.	Cost of Tender Document (Demand Draft)	INR 10,000 (Rupees Ten Thousand Only)
10.	Earnest Money Deposit (EMD) (Demand Draft)	INR 2,00,000 (Rupees Two Lakhs Only)
11.	Performance Bank Guarantee	10% of Total Professional Fee
12.	Method of Selection	QCBS 75:25
13.	Contact Details	Mr. Shashi Ranjan Deputy Development Commissioner, Cum Member Secretary DMFT, Dhanbad Phone: 0326-2310331 Email: drda.dhanbad@gmail.com

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 and venue mentioned in the Fact Sheet. **Proposals that are received after the specified date and time will not be considered.**

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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.

Dhanbad 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 such as Fire clay, construction material, Quartz, Felspar, stone, sand, ordinary earth etc. Some of major mining agencies operating in the district are Bharat Coking Coal Limited, Eastern Coalfields Limited, Steel Authority of India Limited and Tata Steel Limited.

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, Dhanbad is performing poorly on most of the human development indicators. Although more than 34 Million tonnes of Coal has been produced from Dhanbad, in the last financial year. Dhanbad's population still lives below the poverty line, with the worst sufferers being the marginalized groups of rural communities. Dhanbad is home to a sizeable tribal population. As per Census of India 2011, the population of Dhanbad district is about 27 Lakhs of which about 52.4 percent is male and 47.6 percent female. The demographic distribution reveals that the district is has higher percentages of people concentrated in urban/municipal areas which is about 58 percent of the total population; rest 42 per cent live in rural areas of the district. The district is densely populated with a population density of 1316 per sq km, as compared to India's population density of 328 (Census 2011) Scheduled Tribes constitutes 17.93 % of district's population with 14.25 % as Scheduled Castes. Rural populations are mostly affected due to mining.

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 Dhanbad.

Adhering to the Spirit of equality and safeguarding the fundamental rights Dhanbad 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 **District Mining Foundation Trust (DMFT)** 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 Dhanbad - 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 Dhanbad - Member
9. District/ Assistant Mining officer- Dhanbad - 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 annual contribution into DMFT fund for the Financial Year 2017-18 is Rs.800crores. As per provisions laid in DMF Trust clause 14 the total expenditure permitted on account of administrative or establishment shall not exceed 6 % of the annual receipt of fund. Calculating at the rate of 40 Million Tonnes as expected production annually the annual funds that will accrue under DMF Dhanbad shall be Rs 350 Crore. Considering the life span of 50 years the fund accrual in DMF is expected to be around Rs 17,500 Crores. This calls for a long term vision in planning and execution.

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 filing the critical gaps. Thus the Dhanbad 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 Dhanbad 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 'Secretariat' 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, Dhanbad. 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:

- Identification of critical gaps in the mining affected areas for prioritized action.
- Evaluation of proposals submitted to DMF for support.
- Planning, implementation and monitoring of projects under DMF.
- Convergence with various line DMF(T) administrations for coordinated and concerted action .
- Identification and promotion of innovative solutions through field level pilot interventions.
- 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.
- Technical and facilitation assistance to the Governing Body and Executive Committee and other works.
- As & then adviced by governing body & executives.

4. Period of execution

The selected organisation will establish and run the Planning and Monitoring Unit (PMU) for a period of 2 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, Dhanbad and by advice of State Government 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:

Conditions of Eligibility			
S. No	**Basic Requirement**	**Specific Requirement**	**Documents Required**
1.	Legal Entity	Applicants eligible for participating in the assignment should be a single Legal Entity registered in India. a) A company registered under the Companies Act 1956 or 2013, or a partnership firm registered under the Partnership Act, 1932. b) An organisation registered under the Indian Trusts Act 1882 c) An organisation registered under the Societies' Registration Act 1860. It must be in operation, continuously for the last 3 years in the field of Development Consultancy as on March 31, 2018	- Certificate of incorporation: - Registration certificates; - GST; - PAN number of the organization; - Trust Deed-registered under Indian Trust Act 1882;
2.	Applicant Turnover	The applicant should have a minimum average annual turnover from Development Consultancy/Advisory of Rs.10Crores/150.00 Crores from Indian operations over the last three FYs	Audited Balance sheet and Profit & Loss Statement with relevant ITR OR Certificate from the statutory auditor
3.	Capacity	The organization must have atleast 50 full time professionals on its rolls as on 31st March 2018.	Certificate duly attested by appropriate authority
4.	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	Original Demand Draft/ Bank Guarantee

		Commissioner-Cum-Member Secretary, (DMF) Dhanbad.	
5.	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
6.	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) Dhanbad 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, Dhanbad, 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, Dhanbad, 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 Key Requirements of the Bid

6.4.1 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.

6.4.2 RFP Document Fees

a. RFP document can be downloaded from the website http://dhanbad.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) Dhanbad, Government of Jharkhand"** payable at Dhanbad from any nationalized bank/ scheduled bank.

b. The demand draft of RFP document fees should be submitted along with Proposal (Technical & Financial). Proposals received without or with inadequate RFP Document fees shall be rejected.

6.4.3 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) Dhanbad, Government of Jharkhand" payable at Dhanbad, and should be valid for 180 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.

6.4.4 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

6.4.5 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.

6.5 Preparation and Submission of Proposal

6.5.1 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.

6.5.2 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.

6.5.3 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.

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.

6.6 Evaluation Process

a. DMF(T) administration will constitute a **Consultancy Evaluation Committee (CEC)** to evaluate the responses of the Applicants.

b. The **Consultancy Evaluation Committee (CEC)** 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 **Consultancy Evaluation Committee (CEC)** 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 **Consultancy Evaluation Committee (CEC)** may ask for meetings with the Applicants to seek clarifications on their Proposals.

e. The **Consultancy Evaluation Committee (CEC)** reserves the right to reject any or all Proposals on the basis of any deviations.

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

6.6.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by **Consultancy Evaluation Committee (CEC)** 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.

6.6.2 Proposal Validity

The offer submitted by the Applicants should be valid for minimum period of 180 days from the date of submission of Proposal.

6.6.3 Proposal Evaluation

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

6.7 Modification and withdrawal of Proposals

a. The Applicant is not allowed to modify or withdraw its submitted Proposal any time prior to the last date before 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.

6.8 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.

6.9 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.

6.10 Contacting the DMF(T) administration /Deputy Commissioner/ Deputy Development Commissioner / District Mining Office.

Any effort by a 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.

6.11 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 GST registration certificate for this Proposal.

6.12 Tentative Schedule of Events

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

6.13 Opening of the Proposal

6.13. 1. Evaluation of Technical Bids

First, The Technical bids will be opened by CEC. Technical bids will be analysed and evaluated by the CEC constituted by the competent authority. The CEC shall record in detail the records in detail for acceptance or rejection of technical proposal analysed and evaluated by it.

6.13. 2. Evaluation of Financial Bids

The CEC shall open the financial bids of only those bidders who have been declared technically qualified by the Consultancy Evaluation Committee.

6.14 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.

6.15 <u>Confidentiality</u>

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.

6.16 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.

6.17 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, Dhanbad, 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.

6.17.1 Performance Guarantee

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

6.18 Duration of Contract

The assignment of the work shall be valid initially for a period of **twenty four 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) Dhanbad and advise of the State Government received time to time.

6.19 Terms and Conditions: Applicable Post Award of Contract

6.19.1 Termination Clause

6.19.1.1 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.

6.19.1.2 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.

6.19.1.3 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.

6.19.1.4 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.

6.19.1.5 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

6.19.1.6 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.

6.19.2 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.

6.19.3 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.

c. 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.

d. 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.

6.19.4 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.

6.19.5 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.

6.19.6 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.

6.20 Deployment `

The proposed team is required to work in close coordination with the Deputy Development Commissioner, Dhanbad, 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.

6.21 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) Dhanbad, 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.

6.22 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.

6.23 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.

6.24 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.

6.25 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.

6.26 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.

6.27 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) Dhanbad 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.

6.28 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement.

6.29 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.

6.30 Payment Schedule

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

TA/ DA and expense related to travel outside Dhanbad 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 Dhanbad if required would be additional and will be paid extra based on the actual rate of 2-AC train-fare from Dhanbad 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 is mandatory with the Travel Expense Claim.

d. For local travel during official visit within Dhanbad 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 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 on monthly basis

6.31 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.

6.32 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.

6.33 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.

6.34 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.

6.35 "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.

6.36 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.

6.37 General

6.37.1 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.

6.37.2 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.

6.37.3 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.

6.37.4 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.

6.37.5 Governing Law

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

6.37.6 Jurisdiction of Courts

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

6.37.7 Compliance with Laws

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

6.37.8 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. Dhanbad – 826001
Phone: 0326 -2310331
Email: dc-dha@nic.in/drda.dhanbad@gmail.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.

6.37.9 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.

6.37.10 Modification

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

6.37.11 Taxes

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

6.37.12 Application

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

6.38 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**

SI. No	Human Resource	Unit
1.	Team Leader	1
2.	Project Manager – Livelihood	1
3.	Project Manager – Accounts	1
4.	Project Manager – Information & Technology	1
5.	Engineer – Civil	1

*Note1: *Cost to Company (CTC) indicates the total amount of expenditure District Mineral Foundation (DMF) will incur on an employee per month.*

**Note2: *The amounts mentioned above are indicative only. They could vary depending on qualifications, experience and performance in the assessment.*

8. Job Description

1. 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).
- Preference would be given to candidates from the IITs/IIMs or equivalent university/institute of national repute.
- Minimum of 5 years total work experience related to project management in private/public/not-for-profit sector, or Minimum of **2 years experience with Government/ Government Organisations/ International Organisations.** PMRDFs are encouraged to apply.

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.

2. Project Manager - Livelihood

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 MBA or Post Graduate or relevant degree from a recognized university/institute with specification in concern field.
- Preference would be given to candidates from the IIMs/NIAMs or equivalent university/institute of national repute.
- Minimum of 3 years total work experience related to project management in private/public/not-for-profit sector, or Minimum of **1 years 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.

3. **Project Manager - Accounts**

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 :

- Post Graduation in commerce (specialization in Finance/Accounting) / MBA (specialization in Finance) or equivalent from a recognized University/ Institute.
- Minimum of 3 years total work experience in the rank of Accounts Officer/Section Officer, or Minimum of **1 years experience with Government/ Government Organisations/ Non Governmental Organisations**.
- Familiarity with Government of Jharkhand accounting standards and requirements
- 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.

4. **Project Manager – Information & Technology**

Specific Tasks:

- Maintain day to day MIS reports.
- Monitor maintenance of format designing & reporting of different datas on daily basis.
- Develop and improvise website & e-mail related to DMFT.
- Designing the module for monitoring of schemes & its implementation.
- Develop software for tracking of innovative/on-going govt schemes.
- Maintain the database of previous & moving schemes.

- Report to the Team Leader, Planning and Monitoring Unit (PMU).
- Any other duties as may be assigned.

Qualifications and Experience :

- BE (Computer Science)/B.Tech (Computer Science) or B.Sc. (IT) from a recognized University/ Institute with 7.5 CGPA.
- Minimum of 3 years total work experience in all, or Minimum of 1 years experience with Government/ Government Organisations/ Non Governmental Organisations.

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 or HTML, XML etc.
- Strong oral and writing skills in English.
- Ability to communicate in Hindi is desirable.

5. Project Manager – Civil

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:

- BE/B.Tech in Civil Engineering from a recognized University/ Institute with 7.5 CGPA. Preference would be given to IITs.
- Minimum of 3 years total work experience related to design, execution and supervision of civil engineering and building construction projects, or Minimum of 1 years experience with Government/ Government Organisations/ International Organisations.
- Ability to prepare detailed estimates for civil engineering projects.
- 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.pho
- Ability to communicate ideas clearly and confidently, articulate issues and recommend solutions.
- Competency in designing & monitoring of different on-going project.
- Writing skills in English.
- Ability to communicate in Hindi is desirable.

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 2 weeks.
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.