

**Request for Proposal
for
Selection of Agency for the Management of
Project Management Unit (PMU) for District
Mineral Foundation (DMF), Jharsuguda**



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**Collector & Chairperson-cum-Managing
Trustee, District Mineral Foundation (DMF),
Jharsuguda**

www.jharsuguda.nic.in



**District Mineral Foundation, Jharsuguda
Government of Odisha**

RFP No: 1060

Date: 01/09/2023

REQUEST FOR PROPOSAL

**Selection of Agency for Establishment and Running of Programme
Management Unit (PMU) for District Mineral Foundation (DMF), Jharsuguda**

District Collector -cum- Chairman and Managing Trustee DMF, Jharsuguda, Govt. of Odisha invites sealed proposals from eligible bidders to carry out "Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation (DMF), Jharsuguda".

Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from <https://jharsuguda.nic.in>

The major events under the bid process are:

| Sl. No. | List of Key Events | Critical Dates |
|---------|----------------------------------|--|
| 1 | Date of Issue of RFP | Dt.02.09.2023 |
| 2 | Last Date for Submission of Bid | Dt.25.09.2023 |
| 3 | Date of Opening of Technical Bid | Dt.26.09.2023 at 11 A.M. |
| 4 | Date of Technical Presentation | Dt.27.09.2023 at 11.30 A.M. |
| 5 | Date of Opening of Financial Bid | Dt.27.09.2023 after technical presentation |

The proposal complete in all respects must reach the undersigned by **Speed Post / Registered Post** only on or before **dt.25.09.2023** in a sealed envelope clearly mentioning on the top "BID DOCUMENT FOR SELECTION OF AGENCY FOR MANAGEMENT OF PMU FOR DISTRICT MINERAL FOUNDATION (DMF), JHARSUGUDA". The Proposals received beyond the last date and time shall not be entertained. The authority reserves the right to reject any/all proposals without assigning any reason thereof.

Address for Submission of Proposal

CDO-cum-EO, Zilla Parishad &
Chief Executive Officer, DMF, Jharsuguda
At - Zilla Parishad Jharsuguda, Near Collectorate, Jharsuguda,
Post – OMP Line, Jharsuguda PIN- 768204
District-Jharsuguda (Odisha)


CDO-cum-EO, ZP & CEO,
DMF, Jharsuguda

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DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") by the District Mineral Foundation Jharsuguda, hereinafter referred to as DMF, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to implement Project Management System for the District Administration of Jharsuguda. This RFP does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the DMF, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who goes through this RFP.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice from appropriate sources, DMF, their employees and advisors do not take any responsibility or warranty and shall incur any liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of this Bid document.

DMF may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.



CHECK LIST

| Sl. No. | Documents Enclosed | (Yes/ No) | Enclosed at Page no. |
|---------|--|-----------|----------------------|
| 1 | <p>Applicants eligible for participating in the assignment should be a single Legal Entity registered under appropriate Act in India.</p> <ul style="list-style-type: none"> • A company registered under the Companies Act 1956, or a Partnership Firm registered under the relevant and prevailing law relating to partnership in India • An organisation registered under the Indian Trusts Act 1882 • An organisation registered under the Societies' Registration Act 1860. • It must be in operation, continuously for the last 10 years in the field of Consultancy as on 31st March, 2023 • Consortium Firm shall not be entertained to participate in this RFP. <p>Documents required:</p> <ul style="list-style-type: none"> • Certificate of incorporation • Registration certificate • Goods and Service Tax registration • I.T Return for preceding three years. • EPF/ESI Registration • Labour Licence or undertaking to obtain license from competent authority within 15 days of receipt of engagement order. | | |
| 2 | <p>The applicant should have a minimum average annual turnover from Consultancy/Advisory Services of Rs. 50 crores from Indian operations over the last three FYs (FY- 2020-21, FY- 21-22 & FY- 22-23)</p> <p>(Turn Over Certificate from a Chartered Account must be furnished in this regard).</p> | | |
| 3 | <p>Authorized Representative from applicant (A Power of Attorney / Board Resolution in the name of the person signing the proposal)</p> | | |
| 4 | <p>Bidder shall have minimum 5 years of experience of providing consultancy services with Authorities/bodies at National / State/ District level</p> <p>(The applicant is required to submit proof of engagement viz. MoU/Work Order/ Contract / Engagement Letter/ Completion Certificate, LoA etc.)</p> | | |
| 5 | <p>Statement / Certificate / Self-Declaration showing minimum 100 Staffs in the regular payroll of the firm as on 31st March, 2023</p> | | |
| 6 | <p>Certificate/declaration that the Firm has not been blacklisted by any Govt/Public Sector as on bid calling date</p> | | |
| 7 | <p>Cost of Tender fee & EMD deposit confirmation</p> | | |

I. FACT SHEET

| | | |
|----|---|--|
| 1 | RFP No | Bid Identification No. 1060 Dated. 01/09/2023 |
| 2 | Name of the Work | For Management of Project Management Unit (PMU) under District Mineral Foundation(DMF), Jharsuguda . |
| 3 | Name of the issuer of this RFP | Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda |
| 4 | Availability & downloading of RFP Documents in the District Website | Website : https://jharsuguda.nic.in From : dt. 02/09/2023 To : dt. 25/09/2023 |
| 5 | Pre-bid Meeting | Dt.12/09/2023 (From 3.00 P.M. to 5:00 PM) |
| 6 | Last Date for Submission of Bid | Dt. 25/09/2023 |
| 7 | Date of Bid Opening (Technical) | Dt. 26/09/2023 (11.00 A.M.) |
| 8 | Technical Presentation | Dt.27/09/2023 (11.30 A.M.) |
| 9 | Date of Bid Opening (Financial) | Dt.27/09/2023 after completion of Technical presentation |
| 10 | Place of Bid Opening | DMF Conference Hall, Collectorate, Jharsuguda |
| 11 | Address of Communication | CDO-cum-EO,Zilla Parishad & Chief Executive Officer, DMF, Jharsuguda At - Zilla Parishad Jharsuguda, Near Collectorate, Jharsuguda, Post – OMP Line Jharsuguda PIN- 768204 District-Jharsuguda (Odisha) Mobile: 9861237775, 9861425435, 06645-272997 eMail – ori-djharsuguda@nic.in |
| 12 | Earnest money Deposit (EMD) | Rs 5,00,000/- (Rs. Five lakh) in shape of Demand Draft issued from any nationalized/ scheduled Bank duly pledged in favour of the District Mineral Foundation, Jharsuguda |
| 13 | Validity of Proposal | Proposals must remain valid for 90 days after the submission date |
| 14 | Bid Submission | Bid Submission will be through Speed Post/ Registered Post only |
| 15 | Cost of Tender Paper | Rs 20,000/- (Rupees Twenty Thousand only) in shape of Demand Draft issued from any Nationalised/ Scheduled Bank to be paid in favour of DMF Jharsuguda |
| 16 | Mode of submission | Bid documents complete in all respect shall be submitted through Speed Post / Registered Post only in the address as specified above. |

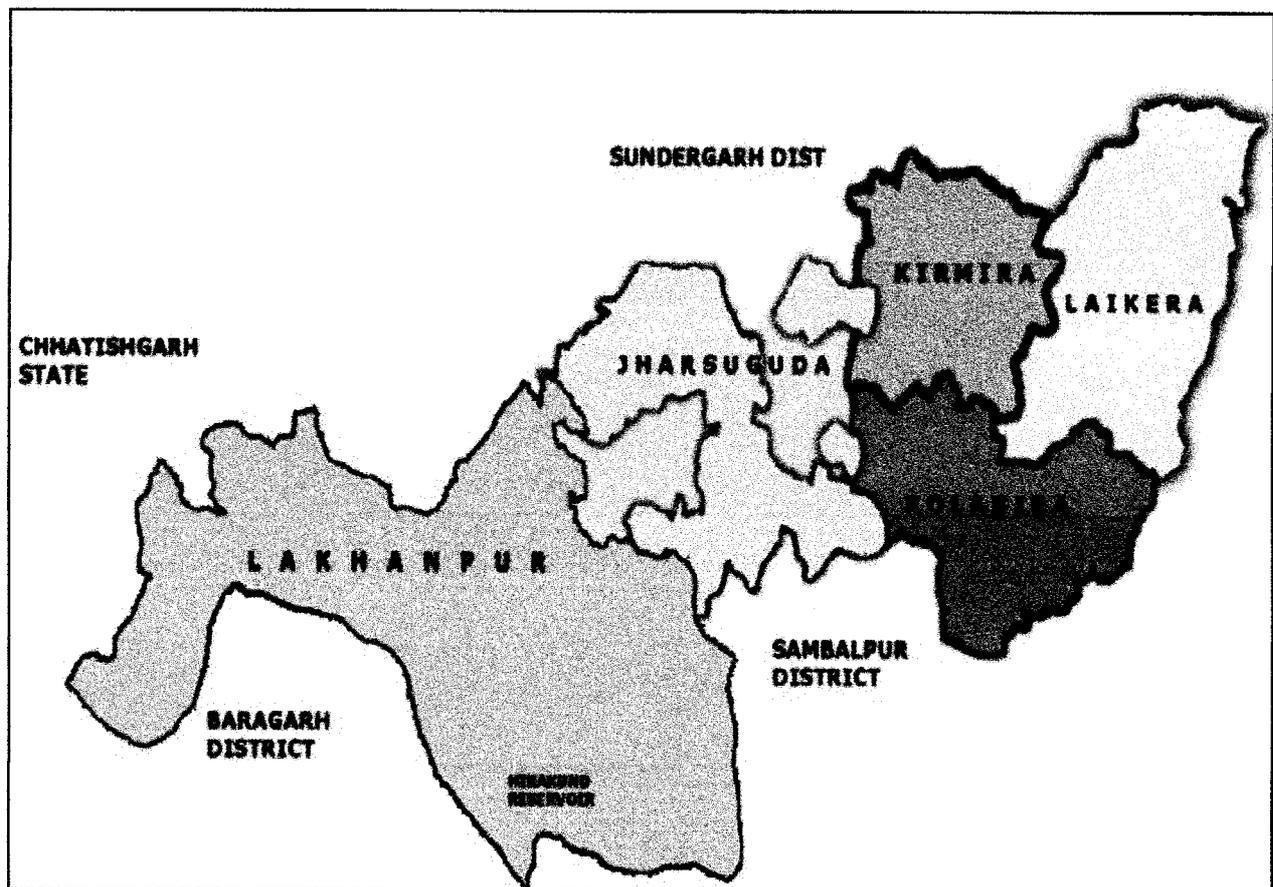
Note:

- I. The date of opening of the financial bids will be intimated to the qualified Bidders before the due date through Email or Telephone, **if it will not be possible to open on the date mentioned in the fact sheet.**
- II. Collector & Chairperson-cum-Managing Trustee of DMF reserves the right to make any change in the schedule of bidding process or cancel the tender without assigning any reason thereof. Please visit www.jharsuguda.nic.in regularly for the same.
- III. Bidders can participate in the pre-bid meeting to raise their queries about this RFP.

1. About Jharsuguda District

Jharsuguda District carved out of erstwhile Sambalpur District on 1st April, 1994 Being recognized as one of the most industrially developed & mineral rich District, situated in the main Mumbai-Howrah route has its own unique problems & challenges to address before the District Administration. The district is surrounded by Sundergarh, Sambalpur & Bargarh District in the North, East & South respectively and Chhattisgarh State in the West. Though one of the smallest District of Odisha having an area of only 2,114 sq. kms situated between 21.82° north latitude and 84.23° east longitude at a distance of 372 km from State capital, is regarded the best demographically connected district, so far as Road, Railways and Air connectivity to various important destination of country is concerned. Total population of the District is 5,79,505 consisting of 356 villages, 78 GPs 5 Blocks 5 Tahsils, 3 ULBS & 1 Sub-Division, Literacy Rate of the district is 78.86% with Sex Ratio of 953. The Density of population is 278 per sq. km as per 2011 census data. River Ib is a tributary of Mahanadi which flows through the district along with river Bhedan. The average annual rainfall of the district is 1366.10 mm.

JHARSUGUDA DISTRICT MAP



[Handwritten signature]

1.1 About District Mineral Foundation (DMF):

In sub-section (4) of section 15 and section 15A read with section 9B of the Mines and Minerals (Development and Regulation) Act. 1957 (Act 67 of 1957) provides for establishment of a District Mineral Foundation Trust by the State Government, a non-profit body with an objective to work for the interest and benefit of persons, and areas affected by mining related activities in such manner as may be prescribed by the State Government, and WHEREAS the Government for this purpose has already set up a Trust as an entity under the State Government for "no profit and for playing an important role for common good of the community and for using the fund of the Trust for the interest and benefit of public, and areas affected by mining related activities in such manner as may be prescribed by the State Government.

1.1.1 Composition of Board of Trustee of the District Mineral Foundation (DMF)

The Board of Trustee is consisting of the following members;

- I. Collector Jharsuguda cum Chairperson & Managing Trustee
- II. The Member of the Lok Sabha and each member of the Odisha Legislative Assembly in whose constituency/ies any major mining mineral activities are operational are its Ex-Officio Members.
- III. The Members of Zilla Parishad in the area of whose, the major mining/mineral activities are carried out are eligible to be nominated by the Government as an Ex Officio Members of DMF
- IV. Not exceeding three Members of Panchayati Raj Institutions or Urban Local Bodies from the area in which any major Mining/mineral activities are in operation may be nominated by the Government as its Members.

1.1.2 Composition of the Executive Committee of the District Mineral Foundation (DMF)

The Executive Committee of the Trust consists of the following members:-

- I. Collector, Jharsuguda - Chairperson
- II. CDO-cum-EO, ZP, Jharsuguda - Member and Chief Executive Officer

and

- III. District level officers of Rural Development, Works, Forest & Environment and Steel & Mines Departments are also the Members of the Executive Committee.



1.2 About Project Management Unit for District Mineral Foundation (DMF) Jharsuguda

Jharsuguda though a small District geographically but retains a special status in the Industrial Map of Odisha. Though a new District carved out of Sambalpur came in to existence on 1 April 1994 but is well known nationwide for its Industrial and mining & allied activities. The basic amenities of the folks of region viz. Drinking water, irrigation, Agriculture, Aforestation, Health, Electricity and Environment etc always posed challenges for the district administration. With the incarnation of DMF, the District Administration has the prospect to address above discussed basic needs of the people imparting thrust on the activities narrated below: -

A. High priority activities: -

- (i) **Supply of Drinking water:** -Centralized purification systems, water treatment plants, permanent or temporary water distribution networks including stand-alone facilities for drinking water, laying of piped water supply system in water scarcity pockets of the district.
- (ii) **Environment preservation and pollution control measures:** -Effluent treatment plants, prevention of pollution on streams, lakes, ponds ground water, other water sources in the region, measures to curb air and dust contamination caused by mining operations and dumping of hazardous chemicals, proper mining drainage system, adoption of technologies to check mine pollution and measures to check pollution through abandoned mines and restrain other air, water and surface pollution through advanced control mechanisms needed for environment-friendly and sustainable mines development, except in so far as these responsibilities of the lessee in terms of relevant laws or conditions of clearances granted to the lessee.
- (iii) **Health care:** -
 - a) the focus must be on creation of primary or secondary health care facilities in the affected areas and the emphasis should not be only on the creation of the health care infrastructure, but also on provision of necessary staffing, equipment and supplies required for making such facilities effective and viable.
 - b)to that extent that, the effort should be to supplement and work in convergence with the existing health care infrastructure of the local bodies, State and Central Government.
 - c)the expertise available with the National Institute of Miners' Health may also be drawn upon to design special infrastructure needed to take care of mining related illnesses and diseases.
 - d)Group Insurance Scheme for health care may be implemented for mining affected persons not covered under other schemes.
- (iv) **Education:** - Creation of modern educational Infrastructure viz. additional class rooms, Laboratories, Libraries, Art and crafts room, toilet blocks,potable drinking water provisions, residential Hostels accommodations for students or teachers in remote areas, creation of sports infrastructure, engagement of teachers or other supporting staff, Set up of e-learning mechanism,smart class facilities, logistics arrangements for pupil and staffs and initiate nutrition programs in educational institutions.



- (v) **Welfare of Women and Children:** - Commence special programmes to address problems of maternal and child health, malnutrition, infectious diseases etc.
- (vi) **Welfare of elderly and specially challenged people:** - initiate special programme for the welfare of elderly and specially challenged people. Provision of aids and appliances to physically challenged disabled persons etc.
- (vii) **Skill development:** -
 - a) Skill development for livelihood support, sustainable income generation & economic activities for local eligible locals.
 - b) The projects or schemes may include training, skill development center, self-employment, support to self Help Groups and provision of forward and backward linkages for such self-employment generation economic activities.
- (viii) **Sanitation:** - Collection, transportation and disposal of waste to keep public places clean and habitable, provision of proper drainage and establishment of sewage Treatment Plant, proper disposal of fecal sludge and provision of toilets and other related activities.
- (ix) **Housing:** - Schemes to augment shelters for down-and-out persons not having pucca houses including group housing schemes, individual houses & old age homes etc.
- (x) **Livelihood Programmes:** - *Support for Livelihood, income generation and economic activities.*
- (xi) **Road Connectivity:** - *Road connectivity to unconnected habitations.*

B. Other Priority activities: -

- (i) **Physical infrastructure:** - Providing required physical infrastructure such as road, bridges, railways and waterways project.
- (ii) **Irrigation:** - Developing alternate sources of irrigation, check dams, diversion weirs, adoption of suitable and advanced irrigation techniques.
- (iii) **Energy and Watershed Development: -**
 - a) Development of alternate source of energy (including micro-hydel) and rainwater harvesting systems
 - b) Development of orchards, integrated farming and economic forestry and restoration of catchments.
 - c) Improvement of quality of electricity supply through appropriate augmentation to the *transmission and distribution network.*

Afforestation : - Plantation of trees and regeneration of degraded forests, soil conservation measures etc.

- (iv) any other measures for enhancing environmental quality in the districts where mining operations are in progress.
- (v) To ensure cost outlay up to 60% for high priority activities/sectors and up to 40% for other priority activities.

Provided, if the Board is of the view for the greater interest of welfare of the affected people and for the development of the affected areas may take its considered decision to take up projects disportion to the limits specified in this sub-rule above.”

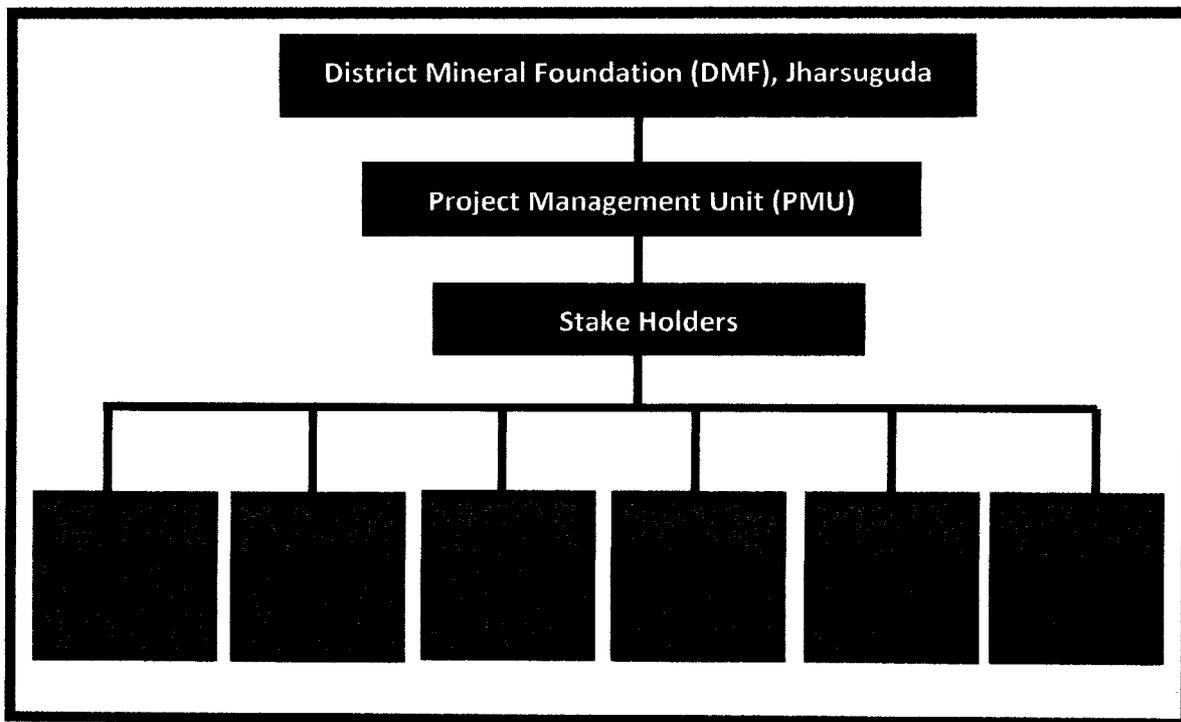


Project Management Unit (PMU) – The aim of this RFP is to shortlist a suitable firm to position a team of well qualified and experienced resource persons to act as an interface between District Administration, District Mineral Foundation (DMF), Different Implementing Agencies (Line Departments) and various Stake holders to be benefited under the projects to be implemented out of DMF Fund.

1.3 Focus Area of the RFP

Collector and Chairperson cum Managing Trustee DMF Jharsuguda in the state of Odisha, invites technical and financial proposals from reputed consulting firm(s) for selection of Project Management Unit (PMU) team. The successful bidder shall be entrusted to provide services covered under this RFP for a period of 3 years (36 months). Every year there shall be an escalation on professional fee @10% of the base rate derived in the Bid for the 1st year. In no circumstances the rate can be enhanced on demand of the Bidder or any terms can be altered or modified without going for tender afresh.

The scope of this RFP is to oversee and supervise implementation of Project Management System through a team of professionals to be referred to as Project Management Unit (PMU) hereafter in a nut cell it can be depicted through a Flow chart as given below: -



1.4 Eligibility Criteria

The bidder must possess the requisite experience, resource and capability in providing services desirable to meet the requirements prescribed in the RFP. The bidder must also hold the requisite technical know-how and the financial wherewithal that would be required for successful implementation of projects proposed to be implemented by District Mineral Foundation, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP. The invitation to proposal is open to all bidders who meet the eligibility criteria specified below:

| Sl. No. | Basic Requirements | Specific Requirement | Documents Required |
|---------|--|---|--|
| 1 | Bidder Company | <p>Applicants eligible for participating in the assignment should be a single Legal Entity registered under appropriate Acts in India i.e.</p> <ul style="list-style-type: none"> • A company registered under the Companies Act 1956, or a partnership firm registered under the relevant and prevailing law relating to partnership in India • An organisation registered under the Indian Trusts Act 1882 • It must be in operation continuously for preceding 10 years in the field of Consultancy as on 31st March, 2023 • An organisation registered under the Societies' Registration Act 1860. • Consortium Firm shall not be eligible to participate in the Bid. | <p>Requisite Documents to be furnished:</p> <ul style="list-style-type: none"> • Certificate of incorporation • Registration certificate • Goods and Service Tax registration • PAN number of the organization • EPF/ESI • Labour license or an undertaking from DLO, Jharsuguda regarding submission of Labour License within 15 days of issue of work order / engagement order |
| 2 | Bidder Turnover | The applicant should have a minimum average annual turnover from Consultancy Services of Rs 50 crores from Indian operations during the preceding three FYs (2020-21, 21-22 & 22-23) | Certificate from Statutory Auditor/ Financial Statement (Profit Loss A/c & B/S) / ITR as per Income Tax Act etc must be furnished. |
| 3 | Bidder Experience and Technical Capability | The Firm should have experience in running PMU/ providing consultancy services at District /State /National level minimum for 5 years along with experience in developing Detail Project Report (DPR) for various developmental projects in the field of Infrastructure, Livelihood, Health, Education, Environment, Energy and Water Resources. | The applicant is required to submit proof of engagement such as MoU/ Work Order/ Contract / LoA/ Engagement Letter/ Completion Certificate etc. In this regard |

| Sl. No. | Basic Requirements | Specific Requirement | Documents Required |
|---------|---------------------------------------|--|---|
| 4 | Bidder Consulting Capacity | The company should have minimum of 100 full time Consulting professionals on the rolls of the company, as on 31 st March, 2023 | Statement / Certificate / Self-Declaration showing minimum 100 Staffs in the regular payroll of the firm as on 31 st March, 2023 |
| 5 | Authorized Representative from Bidder | A power of attorney/ Board resolution in the name of the person signing the bid. | Original Power of attorney/ Board resolution copy |
| 6 | Blacklisting | The bidder should not have been black listed by any State Government / Central Government or any other Public Sector undertaking or a corporation or any other Autonomous Organization of Central or State Government for breach of Contract as on bid calling date. A declaration to this effect duly Self-Certified by the authorized representative of the firm be furnished. | Self-Declaration Certificate of not having been Blacklisted by the Bidder as on bid calling date (Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head) |
| 7 | Earnest Money Deposit (EMD) | The bidder should furnish an Earnest Money Deposit (EMD) of Rs 5,00,000/-(Rupees Five Lakh only) through Demand Draft drawn from any nationalized / Schedule Bank duly pledged in favour of District Mineral Foundation, Jharsuguda. | Bidder should submit Original EMD in form of DD drawn from any nationalized or scheduled commercial bank. |

Note: - Only those bidders who meet the above-mentioned pre-qualification criteria shall be eligible to respond to this Bid. The bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate its claim of being eligible to participate in the Bid process.



2. Instructions to the Bidders

2.1 General

- a) While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications Bidders must form their own Conclusions about the required resource persons.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DMF on the basis of this RFP.
- c) 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. Any notification of preferred bidder status by the DMF shall not be given to any enforceable rights by the Bidder. The DMF may cancel this public Bid at any time prior to a formal written contract being executed by or on behalf of the DMF, without assigning any reason thereof.
- d) This RFP supersedes and replaces any previous public documentation & Communications and Bidders should place no reliance on such communications.

2.2 Compliant RFP/ Completeness of Response

- a) Bidders are advised to go through all instruction documents, forms, terms & conditions, and other information as laid down in the Bid documents carefully. Submission of the bid / proposal shall be deemed to be treated as done after careful study and examination of the Bid documents with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may summarily be rejected. Bidders must therefore:
 - I. Comply with all statutory requirements as set forth in the Bid
 - II. Include all supporting documentations specified in the Bid

2.3 Key Requirements of the Bid

2.3.1 Right to Termination of the Process

- a) Chairperson DMF may terminate the BID process at any time and without assigning any reason thereof. DMF makes no commitment in expressed or implied manner that this process shall result in a business transaction with anyone.
- b) This Bid itself does not constitute an offer by DMF. The bidder's participation in this process may result DMF selecting the bidder to engage towards execution of the contract.

2.3.2 Cost of RFP documents

Bidder needs to pay Rs.20,000/- (Rupees Twenty Thousand Only) towards cost of Bid document in shape of Demand Draft drawn from any Nationalized/ Schedule Bank issued in favour of District Mineral Foundation Jharsuguda payable at Jharsuguda.



2.3.3 Earnest Money Deposit

- a) EMD of Rs. 5,00,000/- (Rs. Five Lakh) only needs to be deposited in shape of Demand Draft drawn from any Nationalised/Schedule Bank issued in favour of District Mineral Foundation, Jharsuguda payable at Jharsuguda.
- b) EMD of all unsuccessful bidders would be refunded back without interest by DMF within 60 Days from the date of opening at the Bid subject to written request for the same by the bidder.
- c) The EMD may be forfeited
 - I. If a bidder withdraws his bid during the period of bid validity.
 - II. In case of a successful bidder, if fails to sign the contract in accordance with the Terms of Bid.

2.3.4 Pre-Bid Meeting

Pre-Bid meeting with the interested Bidders shall be convened at the designated date and time mentioned in the data sheet at the Conference Hall of Zillaparishad, Jharsuguda/at any other venue to be notified later on.

Bidders/their representatives may join the meeting physically. A maximum of one representatives of each Bidder shall be allowed to participate in the meeting subject to production of Authorisation letter from the Bidding firm.

During the course of Pre-Bid meeting, the Bidders will be free to seek any clarifications/information and make necessary suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.3.5 Authentication of Bids

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

2.4 Preparation and Submission of Proposal

2.4.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation as the bid process including but not limited to, costs incurred in conduct of informative and other diligence acts, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DMF to facilitate the evaluation process, and in negotiating a definitive contract or such activities related to the bid process. DMF shall in no case be responsible or liable for the costs incurred regardless of the conduct or outcome of the bidding process.



2.4.2 Language

For all purpose the official Language for submission of Proposal shall be in English. In case any supporting documents/papers submitted are in other language than English, steps should be taken by the Bidder to translate the same in to English and this should be duly attested by the Bidders.

2.4.3 Evaluation process

- a) DMF will constitute a Proposal Evaluation Committee (PEC) to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee (PEC) constituted by the DMF shall evaluate the responses to the BID and all its supporting documents/documentary evidences. Inability to submit requisite supporting documents/documentary evidence may lead to rejection of Bid.
- c) The decision of the Proposal Evaluation Committee (PEC) in the evaluation of responses to the BID shall be final and binding. No correspondence shall be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee (PEC) may ask for meetings with the bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee (PEC) 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 criteria and requirements as specified in this BID.
- g) The successful Bidder would be selected by the Evaluation Committee on the basis of evaluation of Technical & Financial Bid adopting the Quality Cost Based System (QCBS) methodology @ 70:30 (weightages of 70 for technical and 30 for financial Bid).

2.4.4 Opening of Bid

The Bid Opening date for received bids shall be as per the schedule mentioned at the section 1 (Fact Sheet). Any change in date, time & venue of opening of Bid shall be intimated through Mobile/e-mail/post/website. The proprietor/authorized representative of the bidders are expected to remain present at the place time & venue of opening of bid, which shall be informed by DMF. Authorisation letter from the Proprietor/owner/CEO/Partner of the Firm is mandatory for authorised representative representing the Firm in the meeting. In case the proprietor's authorized representative of Firm is/are found to be absent in the meeting the decision of the committee shall be final & binding upon the bidder, in the event of any confusion/clarification that may arise.

2.4.5 Validity of Bid

The offer submitted by the Bidders shall remain valid for a minimum period of 90 days from the date of opening of BID.



2.4.6 Evaluation of Bid

i) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if Proposals:-

- a) Are not submitted as specified in the RFP .
- b) Received without the Letter of Authority (Power of Attorney).
- c) Are found with suppression of details.
- d) Submitted with incomplete information subjective conditional offers and partial offers
- e) Submitted without the documents as mentioned in the checklist.
- f) Fails to comply any of the clauses stipulated in the Bid.
- g) With lesser validity period i.e., for 90 days

ii) All responsive Bids shall be considered for further processing as below.

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

a) Evaluation committee shall examine the bids to determine their completeness, arithmetical accuracy and compliance to other terms & conditions as stipulated in the Bid document.

b) The DMF may conduct clarification/Pre-Bid meetings with each of the bidder to discuss any matter technical or otherwise, if required or may facilitate for this through Email/Mobile/Land line number on all working days.

c) Further, the scope of the evaluation committee also covers taking any decision with regard to the Bid Document, execution, implementation of the project including management period.

d) Proposal shall be opened in presence of bidder/their representatives who intend to attend at their own cost and arrangement. The bidder's representatives who are present shall sign a register in testimony to their presence in the meeting.

Proposal document shall be evaluated as per the following steps:

Preliminary Examination of Pre-qualification of Bid documents: The Pre-qualification of document shall be examined to determine whether the bidder meets the basic eligibility criteria as laid down in the Bid document. Any bid found to be non-compliant to terms & conditions specified in the Bid document shall be rejected outrightly.

- **Evaluation of document:** An exhaustive evaluation of the bid document shall be carried out to ensure that the Bidder meets the basic requirements as set forth in the RFP Document.



The requisite documents to be furnished in support of Eligibility and Technical Evaluation parameters are as follows: -

- I. Supporting document should clearly indicate the value of the project.
- II. Contract / MoU / WO/ Engagement Letter / Agreement copy should clearly indicate the value and duration of the project.
- III. Incomplete order copy submitted by the bidder shall not be entertained for evaluation

Bidders failing to comply any of the above-mentioned criterion shall summarily be rejected.

2.4.7 Technical Evaluation Criteria

Technical Proposal of each Bidder shall be evaluated as under -

| Sl. No. | Criteria | Maximum marks |
|---------------------------------------|---|----------------------|
| 1. | Organisation's Experience | 60 |
| 1.1 | Bidder's average annual turnover (in INR) in the preceding three years (i.e., FY 20-21, FY 21-22 & FY 22-23) N.B. (T.O Certificate from Statutory Auditor be enclosed) >= 50 Cr. and <100 Cr. = 5 marks >= 100 Cr. and <150 Cr. = 7 marks >= 150 Cr. = 10 marks | 10 |
| <u>PMU Team and Experience</u> | | |
| 1.2 | <p>(A) <u>Team leader</u> Candidate having MBA degree from premium Management Institute viz. IIM / XLRI / XIMB / FMS, Delhi /S.P.Jain / NMIMS / SYMBIOSIS, Pune etc. or any reputed Government University /Institute with minimum 10 years of Experience - 10 marks OR Candidate pursued MBA degree from any Institutes/Universities/ Colleges other than the above with minimum 15 years of Experience - 5 marks</p> <p>(B) <u>Manager Technical</u> Candidate having M.Tech/M.E/B.E/B.Tech/AMIE with Civil Engineering from IITs / NITs / RECs / AMIE with 5 years experience - 2 marks OR Candidate having Civil Engineering from any other institute with 6 years experience - 1 mark</p> <p>(C) <u>Manager Health</u> Candidate having MBBS/BAMS/BHMS certificate from any recognised medical college/institute with 5 years experience in Health/Nutrition/Child & Maternal Health / ICDS / Hospital Management etc. - 2 marks OR Candidate having PG/Graduation in Public Health / Health Economics / Nutrition or equivalent certificate from any recognised University/Institute having 6 years of experience in Health/Nutrition/Child & Maternal Health / ICDS / Hospital Management etc. - 1 mark</p> | 20 |

| | | |
|-----|---|----|
| | <p>(D) Manager Finance CA / ICWA / MBA(Finance) from premium Management Institute viz. IIM / XLRI / XIMB / FMS, Delhi / S.P.Jain / NMIMS / SYMBIOSIS, Pune etc with 5 years of experience in Financial Management of PMU/Banks/Infrastructure projects/Govt. Sector /Govt. Agency - 2 marks</p> <p>OR</p> <p>MBA(Finance) from any other University/Institute with 6 years experience in Financial Management of PMU/Banks/Infrastructure projects/Govt. Sector/Govt. Agency - 1 mark</p> | |
| | <p>(E) Manager–Socio Economic Development & Livelihood MBA from premier management Institutes viz. IIM/XLRI/XIMB/FMS Delhi /S.P.Jain/NMIMS/SYMBIOSIS,Pune etc. with minimum 5 years of experience in Rural Development/ Livelihood/ Skill Development /Environment Protection/ Health Care/ PMU etc. - 2 marks</p> <p>OR</p> <p>MSW from any premier Institute/Govt. University with 6 yrs of experience in Rural Development/ Livelihood/ Skill Development /Environment Protection/ Health Care/ PMU etc. - 1 mark</p> | |
| | <p>(F) Computer Programme Manager M.Tech/M.E./B.E./B.Tech. in Computer Science / Engineering or Master in Computer Applications (MCA) from IIT/NIT/REC or Govt. University/Institute having 5 years of experience in Infrastructure Projects/Social Sector/Govt. Sector/Govt. Agency/PMU - 2 Marks</p> <p>OR</p> <p>M.Tech/M.E./B.E./B.Tech. in Computer Science / Engineering or Master in Computer Applications (MCA) from any other institute with 6 years experience in Infrastructure Projects/Social Sector/Govt. Sector/Govt. Agency/PMU - 1 mark</p> | |
| | N.B. Experience of personnel to be enclosed sequentially with page | |
| 1.3 | <p>Experience in providing PMU services/consultancy/advisory services in the field of Infrastructure/Social development /Mining affected areas/Health/Livelihood/Skill Development projects to Government at National / State/District level with an average fee above Rs.2.0 crore p.a.</p> <ul style="list-style-type: none"> • 5 marks for every project undertaken with a maximum of 20marks (5 X Max. 4 projects) <p>N.B. (Relevant work experience be enclosed sequentially with page).</p> | 20 |
| 1.4 | <p>Experience in providing PMU services /Consultancy services in the field of Infrastructure/Social Development /Mining affected areas/Health/Livelihood/Skill Development to Government at National / State/District level with minimum 5 yrs and above</p> <ul style="list-style-type: none"> • Min. 5 Yrs - 5 marks • Above 5 years - 10 marks <p>N.B. (Experience in completed year shall only be taken as unit for evaluation. Work Experience with page be enclosed).</p> | 10 |
| 1.5 | <p>Up to 100 Staffs in the direct payroll of the company - 5 marks Above 100 staffs - 10 marks</p> <p>N.B:- The committee may seek documents viz. EPF/ESI/Pay Slip or Certification from Statutory Auditor in lieu of proof, hence same be enclosed with Bid.</p> | 10 |

| | | |
|----------|---|------------|
| 2 | <u>Technical Presentation (6 marks for each i.e. 5 x 6 = 30)</u> | 30 |
| | a. Understanding and Scope of work. b. Proposed approach and methodology to manage DMF at Jharsuguda. c. Detailed work plan with milestones for three years. d. Human Resource profile. e. Skill and clarity in presentation. (Hardcopy of the presentation shall be enclosed with bid) | |
| | Total ST : - | 100 |

Note:

1. There should be no repetition of Projects/Credentials/Experiences in any of the above-mentioned criteria.
2. The minimum qualifying score in the technical evaluation is 70 marks. The financial bid of only those bidders who secure more than 70 marks in the Technical Evaluation shall be considered for opening of their Financial Bid.
3. **The decision of the Committee is final and binding and hence the authorised representatives must remain present during opening of Technical and Financial Bids and no objection raised afterwards so far as decision of the committee is concerned shall be entertained.**

2.4.8 Quality Cost Based System (QCBS 70:30) of Evaluation of Technical & Financial Bids.

Evaluation of Technical and Financial Score.

Combined Quality and Cost Based Selection (CQCBS) method shall be adopted for evaluation of individual Bid during selection process of PMU. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked from highest to lowest basing on their Technical Score (ST) in accordance with the marks obtained during the technical evaluation stage. There shall be 70 % weightage to technical score and 30 % weightage to financial score.

The individual bidder's financial score (SF) will be evaluated as per the formula given below:

$$SF = [F_{\min} / F_b] * 100 \text{ (rounded off up to 2 decimal)}$$

where,

SF= Normalized financial score of the bidder under consideration

F min= Minimum financial quote among the technically qualified bidders

Fb= Financial quote of the bidder under consideration

$$\text{Combined Score (CS)} = (ST * 0.7) + (SF * 0.3) \quad \text{- Rounded up to 2 decimal}$$

Where ST = Technical score secured by the bidder

The Bidder scoring the highest Combined Technical & Financial Score (CS) and complying all mentioned statutory eligibility criterion shall be nominated by the selection committee to award the contract.



2.5 Submission of Responses

- a) Eligibility Criteria and Power of Attorney and Cost of Bid Processing Fees & EMD (in a separate sealed envelope)
 - i. Proposal Cover letter, Check List, and Eligibility Criteria mentioned in Section 1.4 (in a separate sealed envelope) .
 - ii. Bid document Cost and EMD (in a separate sealed envelope inscription for same in the right corner of envelop)
 - iii. Power of Attorney
- b) Technical Bid (to be inserted in a separate sealed envelope with inscription for same on the right corner of the envelop).
 - i. Proposal Cover letter and Particulars of the bidders (as mentioned in the Annexure)
 - ii. Technical Proposal
- c) Financial Bid (to be inserted in a separate sealed envelope with inscription for same on the right corner of the envelop).
 - i. Proposal Cover Letter
 - ii. Financial Proposal

Each of the envelopes shall to be sealed separately and the (3) three envelops be inserted within a bigger envelop with requisite papers with inscription in the right hand corned of envelop, "Bid document for Selection of Agency for management of PMU for DMF,Jharsuguda".

2.6 Modification and Withdrawal of Bids

The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids by giving a written request for the same to DMF. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.

2.7 Proposal Forms

Whenever a specific form is prescribed in the Proposal document, the Bidder shall invariably use that prescribed form to provide relevant information. However, if the form does not have adequate space for any required information than additional sheets can be used/inserted to convey the same.

For all other cases, the Bidder may design a form to submit their required information and DMF shall in no way be liable for any printed mis-representation or ambiguity in the information so provided.

2.8 Demographic Conditions

Each Bidder is expected to be well acquainted with the local conditions/ Rules & Laws/demography/language or any other factors that may have bearing impact in the performance cost of the bidder subsequently and hence they may get themselves familiar with such eventualities beforehand ahead of issuance of letter of Award (LoA) of contract. Any request to alter any condition as stipulated in the RFP shall not be entertained once LoA is issued to any successful bidder.



2.9 Unethical Practice to Influence the Committee

Any effort by any Bidder to influence the proposal evaluation committee/ any member of DMF or District Administration shall be liable for outright rejection of their proposal .

Hence each bidder should take care to shun any act of approaching any officer associated with DMF directly or indirectly beyond office hours and outside office premises from the time Bid process commences till it culminates.

2.10 Eligibility Criteria

The bidder shall meet all the eligibility criterion as mentioned in the RFP (please refer to check List at Section 1.4 of RFP). The bidder must have registration certificate, valid GST certificate, ITR & computation of income for the preceding 3 financial years(FY 2020-21,2021-22 & 2022-23) and other such documents and clearances mandatory for business operation in India.

2.11 Tentative Schedule of Events

Tentative schedule of events regarding this RFP shall be as per the dates and time given in the Section-I : Fact Sheet.

2.12 Opening of Bids

Three envelopes i.e. one for Eligibility Criteria and Power of Attorney and cost of Bid documents i.e., D.D for Rs.20,000/-, Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five lakh only) in shape of Demand Draft drawn from any Nationalized /Schedule Bank issued in favour of District Mineral Foundation, Jharsuguda. The second envelop for Technical Bid & the third envelop for Financial Bid shall be prepared super-scribing in the right hand corner of each envelop for the purpose for submitting it clearly. The three envelops shall be than inserted within a bigger envelop super-scribing the purpose for submitting the bid on the right hand corner of the envelop. The Technical & Financial Bids of only those Firms shall be opened who submits the Cost of Bid Documents & EMD with proper amount and head.

The Financial bids of only those successful bidders who qualify in Technical Bids shall be opened in presence of authorised representatives of the bidders. The Selection Committee shall open the Bid in the sequence mentioned below: -

- i. Eligibility Criteria and Power of Attorney and Cost of Bid Processing Fees & EMD
- ii. Technical Bid
- iii. Financial Bid

2.13 Decision for Award of Contract

i. The selection committee has the discretion to seek for any technical elaboration/clarification during technical presentation from the Bidder at any point of time before opening the Financial Proposal and the representative/officials present need have to comply all the queries sought to the utmost satisfaction of the committee. The DMF representatives may if required visit the Office/Site of the Bidder any-time before the signing of Agreement.

Selection Committee shall inform those Bidders whose proposals did not meet the eligibility criteria or found to be non-responsive and return the EMD on a written request for the same by the Bidder.



Further, the selection committee shall notify simultaneously those Bidders who qualify for the Evaluation process as described in this bid Document, informing the date and time set for opening of Financial Bid. The notification may be sent through e-mail or registered post as the case may be..

Selection Committee shall inform the Bidders whose proposal is via issuance of Letter of Acceptance (LoA) in duplicate . Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed within seven days from the date of receipt of same.

After acceptance of LoA, Performance Security Deposit shall be deposited as specified in this bid document for signing an Agreement with DMF.

DMF will sign the Agreement with Successful Bidder for a period of three years (i.e., 36 months). On culmination of the contract period of three years fresh Bid may be invited by DMF with same or altered terms and conditions as the case may be. However, DMF may terminate the agreement prematurely giving a months notice in writing to the bidder, if the selected firm's performance is not up to the mark.

2.14 Confidentiality

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 Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

The Bidder shall keep confidential, any information related to this Bid with the same degree of prudence and care as it would have kept its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this bid and shall not be divulged to any third party for any reason whatsoever.

At all time of the performance of the services, the Bidder shall abide by all applicable security rules policies, standards, guidelines and procedures. The Bidder should note that before any of its employee or assignee is given access to the Confidential Information, each such employee and assignee shall agree to be bound by the term of this RFP and such rules, policies, standards, guidelines and procedures shall be binding upon all its employees or agents hereinafter.

The Bidder 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.

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

The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to its employee during execution of the work.



The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added / amended after signing the contract.

The Bidder must surrender/remove/destroy the entire data from its custody after completion of the contract period.

Bidder shall not disclose to any one any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

2.15 Execution of Agreement (Performance Security Deposit).

After acknowledgement of the LoA by the selected bidder, a performance security @ 10% of contract value shall be liable for deposit within 15 days of receipt of work order/engagement order before Collector & Chairperson-cum- Managing Trustee, DMF Jharsuguda in the form of **FDR/ TDR/ DD/BG** drawn from any Nationalized Scheduled Bank in the name of District Mineral Foundation, Jharsuguda, which shall be in force till completion of the project/ contract period. The Agreement shall invariably be signed within Fifteen days from the date of issue of LoA.

2.16 Duration of Contract

The Contract shall remain valid for a period of three years (i.e., 36 months) from the date of entering in to an agreement.

2.17 Terms and Conditions Applicable Post Award of Contract

2.17.1 Termination Clause

Right to Terminate the Process

DMF reserves the right to terminate the contract placed on the selected bidder and recover expenditure incurred by DMF under the following circumstances: -

The selected bidder commits any breach on any of the terms and conditions as stipulated in the RFP. The bidder goes into liquidation voluntarily or otherwise.

If the selected bidder fails to complete the assignment as per the time lines prescribed in the Bid or any extension if allowed which shall be treated as breach of contract. The DMF reserves its right to terminate the agreement in the event of delay in execution of the assignment and forfeit the bid security deposit and can claim a liquidated damage for the delay.

If deductions of account of liquidated damages /Penalty exceeds more than 5% of the total contract price.

In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, DMF reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.

After award of the contract, the selected bidder does not perform satisfactorily or delays in execution of the contract, DMF reserves the right to get the balance contract executed through another agency of its choice by giving one month notice for the same.

Any loss sustained by DMF viz. Loss of Interest on Bank deposits/ any additional taxes/duties levied by any competent authority/ies for non compliance/delay compliance of statutory rules/papers/returns/ cost overrun of projects due to negligence or timely inaction by any personnel manned by the Successful bidder shall be made good out of the



Performance Security Deposit/Consultancy fees, failing which steps be initiated to revoke the agreement prematurely.

DMF reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder including the pending bills and/or invoking the bank guarantee under this contract.

Consequences of Termination

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 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 the 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.

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

The termination hereof shall not affect any accrued right or liability of either Parties or 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.

2.17.2. Force Majeure

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

- a. Natural calamities, 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 place 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 administration shall not be liable for any delay in performing his/ her obligations resulting from any force majeure caused 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 administration will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on 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 of 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.

2.17.3 Dispute Resolution Mechanism

The Bidder and the DMF shall endeavour their best to settle all disputes arising out of or in connection with the Contract amicably in the following manner:

The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

Matter will be referred for negotiation between Officer nominated by DMF and the Authorized Official representative of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

Any legal dispute is limited to Jharsuguda District Court jurisdiction and its appellate authority.

2.17.4 Failure to agree with the Terms and Condition of the Bid

Failure of the successful bidder to agree with any of the Terms & Conditions of the Bid shall constitute sufficient grounds for the annulment of the contract, in which event DMF may award the contract to the next highest Bidder or call for a fresh proposal from the intending bidders or invoke the Bid of the most responsive bidder.

3. Right to Monitoring, Inspection and Periodic Audit

The DMF 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 Bidder. The DMF may demand, and upon such demand being made, the selected bidder shall provide the document, data, material or any other information required to assess the progress of the project.

The DMF shall also have the right to conduct either itself or through any third party/agency as it may deem fit to cause an audit to monitor the performance rendered by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the DMF and the Selected Bidder undertakes to cooperate with and provide to the DMF / any other Consultant/ Agency appointed by the DMF, 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 Bidder without any additional cost, failing which the DMF may, without prejudice to any other rights that it may have issue a notice of default.



3.1 Obligation of DMF, Jharsuguda

The DMF representative shall be the interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issue that may arise during the execution of the Contract.

DMF shall ensure that timely approval is provided to the selected Bidder, 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.

3.2 Information Security

The Selected Bidder shall not carry 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, out of premises without prior written permission from the DMF.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by DMF, whichever is earliest, return any and all information provided to the Selected Bidder by DMF, including any copies or reproductions both hard and soft copies.

3.3 Indemnity

The Selected Bidder shall execute and furnish to the DMF, a Deed of Indemnity in favour of the DMF, in a form and manner acceptable to DMF, indemnifying DMF from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation/misrepresentation of a patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period arising out of:

Negligence or wrongful act or omission in connection with or incidental to this Contract or Any breach of any of the terms by Selected Bidder's proposal as agreed, the Bid and this Contract by the Selected Bidder or its team.

The indemnity shall be to the extent of 100% of project cost in favour of the DMF.

3.4 Payment Schedule

3.4.1 Total Cost of Service

The total cost of the Services payable is set forth as per the Bidder's proposal to DMF of Jharsuguda and as negotiated thereafter. Price quoted in the financial bid will be considered as consulting fee for the first year (i.e., initial 12 months).

3.4.2 Payment Schedule

The payment shall be released on monthly basis after submission of monthly Invoices by the Successful bidder subject to fulfilment of the deliverables as mentioned below :-

| Sl. No. | Milestone | Timeline (where 'T' is the date of signing of Agreement) |
|---------|-------------------------------------|---|
| 1 | Inception Report and Plan of Action | T + 30days |
| 2 | Monthly Progress Reports | Monthly |

The invoices will be cleared within two weeks of submission of the same.

The Successful Bidder is required to furnish the Bank Account Details and the amount will be transferred through e-Banking Transfer/RTGS/NEFT.

DMF Jharsuguda will have the right to ask for additional team members beyond what has been specified in the RFP with additional cost.

3.4.3 TA / DA Rules for Travel outside Jharsuguda.

All the expenses for official Travel and logistics for the PMU will be borne by DMF Jharsuguda.

The PMU Team may avail the benefits of casual and maternity leave and holidays, as applicable to the State Government Employees of Odisha or as set forth by the Chairman in the Job Chart of the personnel.

3.5 Events of Default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia following:

The Selected Bidder has failed to perform any instructions or directives issued by the DMF, Jharsuguda which it deems proper and necessary to execute as per their scope of work under the Contract, or

The Selected Bidder has fallen short of matching such standards/targets as DMF may have designated with respect to any task necessary for the execution under the scope of work governed under this Contract. The above-mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by DMF: or

The Selected Bidder has failed to provide any remedy to perform its obligations in accordance with the specifications issued by the DMF, despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any stipulations or standards as laid down by the DMF, or

The Selected Bidder/ Bidder's Team has failed to conform to any of the Service / Facility Specifications/standards as set forth in the scope of work of this RFP or has failed to adhere to any amended direction, modification or clarification, guideline as issued by the DMF during the term of this Contract and which the DMF deems proper and necessary for the execution of the scope of work under this Contract: or

The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms specified in the Bid and this Contract: or

There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder: or

The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws; or

Where there has been an occurrence of such defaults inter alia as stated above the DMF shall issue a notice of default to the Selected Bidder, setting out specific defaults/deviances



/ omissions fully or partly and providing a notice of thirty days to enable such defaulting party to remedy the default committed, or

Where in despite the issuance of a default notice to the Selected Bidder by the DMF and the Selected Bidder fails to remedy the defect to the utmost satisfaction of DMF Executive Body may, where it deems fit, proceed to cancel the engagement of person/persons or the entire PMU.

3.6 Liquidated Damages

If the bidder fails to complete the services under the scope of work before the schedule completion date or the extended date or if Selected Bidder repudiates the contract before completion of the work, the DMF, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 1 percent of the consultancy charges from the Selected Bidder, as Liquidated Damages (LD). No Damage will be charged in case of force majeure beyond control of the bidder.

In case of premature termination of contract, DMF shall give thirty days' notice to the Selected Bidder of its intention to do so and proceed further unless during the thirty day's notice period, the bidder initiates any remedial action acceptable to DMF to withhold termination process.

The DMF may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the DMF the right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

3.7 Continuance of the Contract

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration 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.

3.8 Conflict of Interest

The Bidder shall disclose to DMF in writing all actual and potential conflicts of interest that exist, arise or may arise in course of discharging the Service(s), the sooner it becomes aware of that conflict as far as practicable.

3.9 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.

3.10 Governing Language

The Agreement shall be executed in English and all correspondences and documents pertaining to the Contract that need to be exchanged between the parties shall be drafted in English only.



3.11 No Claim Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against DMF, under or by virtue of or arising out of, the contract, nor shall DMF entertain or consider any such claim, made by the Selected Bidder after it has signed a "No claim certificate" in favour of DMF in such form as shall be required by it after the work is finally accepted.

3.12 Publicity

The Selected Bidder shall not make or be permitted to make any public announcement or media release about any aspect of this Contract unless it obtains a written consent for same from DMF.

4. General

Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the DMF and Selected Bidder/ Bidder's Team or any relationship of employer & employee, principal and agent, or partnership, between the DMF and Selected Bidder.

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

DMF will not be under any obligation for any act of the Implementation Agency's Team except as agreed upon under the terms of the Contract.

No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of DMF.

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 up to 12 months after the expiry or termination of the contract.

Entire Contract

The terms and conditions laid down in the Bid 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.

Governing Law

This contract shall be governed in accordance with the prevailing laws in India.

Jurisdiction of Courts

For adjudication of any dispute between DMF and the bidder arising in any matter shall be subject to the Jharsuguda Judicial Jurisdiction only.



Compliance with Laws

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

Notices

A consent, approval or other communication required to be given 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 if given personally to be delivered or mailed by pre-paid certified/ registered mail, return receipt request, addressed as follows and shall be deemed to have been received two days after mailing or on the date of delivery if personally delivered:

To,
District Mineral Foundation, Jharsuguda Collectorate,
Jharsuguda Pin-768204
Tel 06845-272997, 06645-270070
Mob: 9861237775 & 9861425435

To
Selected Bidder at:
Attn:
Address:
Tel:
Fax/E-mail/Regd.Post

Any Party may change the address to which notices are to be directed, by giving a written request 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.

Waiver

Any waiver of any provision of this Contract is ineffective unless it is given 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 any provision of this contract at any point of time shall not be construed a waiver of such provision.

Modification

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

TAXES

Bidders are required to quote the charges exclusive of all Taxes and duties.

All the required taxes shall be borne by DMF.



5. Fraud and Corrupt Practices

The Bidders 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 BID, the DMF shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder 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 shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, as the case may be, as mutually agreed, genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of the DMF under Clause above and the rights and remedies which the DMF may have under the LOA or the Agreement, if a Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any Bid issued by the DMF during a period of three years from the date of such Bidder, as the case may be, is found by the DMF 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.

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

"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 for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly any official of the DMF who is or has been associated in any manner directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from before or after the execution thereof at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DMF shall be deemed to constitute influencing the actions of a person connected with the Selection Process), or

Save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any point of time has been or a legal, financial or technical consultant/ adviser of the DMF in relation to any matter concerning the Project.

Fraudulent practice" means

A misrepresentation or omission of facts or disclosure of incomplete facts in order to influence the Selection Process.



Coercive practice means

Impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.

"Undesirable practice" means

Establishing contact with any person connected with or employed or engaged by DMF with the objective of canvassing.

Lobbying or in any manner influencing or attempting to influence the Selection Process, or having a Conflict of Interest, and

"Restrictive practice" means

Forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Dispute

For adjudication of any dispute between DMF and the bidder arising in any matter shall be subject to the Jharsuguda Judicial Jurisdiction only.

6. Scope of Work For PMU

The scope of this RFP is to hire subject matter experts (Resource Persons) with relevant experience - as Project Management Unit (PMU) team. This team would be instrumental in implementing industry's best practices not only in technical areas but also in end-to-end project management process. This team shall be responsible for assisting executing agencies implementing developmental works in Jharsuguda District in end-to-end programme and project management. To help achieve the ambitious goal set by District Administration to be accomplished through DMF outlay under physical infrastructure space. This team shall act as a bridge between District Administration, the DMF and the Government Departments/Agencies operating within the District.

Major responsibilities include following –

- Assistance in getting an integrated 360° view of Infrastructure and Social Development projects in the scope.
- Assistance in strategic Planning process including strategic technical studies, instructing departments and obtaining their reports.
- Identification of critical gaps that are needed plugged for the betterment of socio-economic development of the stake holders.
- Augment Information Technology infrastructure proposed for this project.
- Assist in Project Reporting, monitoring, and evaluation of ongoing projects.
- Support in stakeholder management.
- Appraising and proposing best practices in the social development sectors for the betterment of stakeholders.
- Support in preparation of annual report to be placed before OLA.



- Adopt optimum financial measures to check pilferage of Money, Manpower and Material resources for DMF.
- Help DMF in attending to the prevailing financial Rules & norms/Audit Paras/Tax Compliances/ RTI applications and Assembly Questions and day to day Banking Transactions etc and appraisal of same to Chairman and senior officials of DMF in time.

Replacement of onsite Resources

Except as the Client may otherwise agree in writing no changes shall be preferred in the PMU Team so deployed with DMF, Jharsuguda.

Notwithstanding the above, the substitution of Onsite resource during contract execution may be considered only based on the consultant's written request and due to circumstances beyond the reasonable control of the Consultant, including but not limited to death or medical incapacity or resignation from organization.

In such case, the Consultant shall provide a replacement forthwith, a person of equivalent or better qualifications and experience and at the same rate of remuneration.

6.1 Team Structure of Onsite Project Management Unit (PMU)

DMF, Jharsuguda proposes to hire the following Resources Personnel (PMU Team) to provide technical supports to various line departments working under District Administration Jharsuguda. All PMU Team members shall have a common responsibility to act at all times with optimum efficiency in professional manner for the betterment of all its stake holders. The PMU will work under the direct supervision of District Collector-cum-Chairman and Managing Trustee, DMF, Jharsuguda and CDO-cum-EO, Zilla Parishad and Chief Executive Officer DMF, Jharsuguda.

| Position | Proposed Resource persons to be deployed | Qualification & Experience |
|-------------------|--|--|
| Team leader | 1 (one) | Candidate having MBA degree from premium Management Institute viz. IIM / XLRI / XIMB / FMS, Delhi /S.P.Jain / NMIMS / SYMBIOSIS, Pune etc. or any reputed Government University /Institute with minimum 10 years of Experience OR Candidate pursued MBA degree from any Institutes/Universities/ Colleges other than the above with minimum 15 years of Experience |
| Manager Technical | 1 (one) | Candidate having M.Tech/M.E/B.E/B.Tech/AMIE with Civil Engineering from IITs / NITs / RECs / AMIE with 5 years experience OR Candidate having Civil Engineering from any other institute with 6 years experience |

| | | |
|---|----------------|--|
| Manager Health | 1 (one) | <p>Candidate having MBBS/BAMS/BHMS certificate from any recognised medical college/institute with 5 years experience in Health/Nutrition/Child & Maternal Health / ICDS / Hospital Management etc</p> <p style="text-align: center;">OR</p> <p>Candidate having PG/Graduation in Public Health / Health Economics / Nutrition or equivalent certificate from any recognised University/Institute having 6 years of experience in Health/Nutrition/Child & Maternal Health / ICDS / Hospital Management etc</p> |
| Manager Finance | 1 (one) | <p>CA / ICWA / MBA(Finance) from premium Management Institute viz. IIM / XLRI / XIMB / FMS, Delhi / S.P.Jain / NMIMS / SYMBIOSIS, Pune etc with 5 years of experience in Financial Management of PMU/Banks/Infrastructure projects/Govt. Sector / Govt. Agency</p> <p style="text-align: center;">OR</p> <p>MBA(Finance) from any other University/Institute with 6 years experience in Financial Management of PMU/Banks/Infrastructure projects/Govt. Sector / Govt. Agency</p> |
| Manager– Socio Economic Development & Livelihood | 1 (one) | <p>MBA from premier management Institutes viz. IIM/XLRI/XIMB/FMS Delhi /S.P.Jain/NMIMS/SYMBIOSIS,Pune etc. with minimum 5 years of experience in Rural Development/ Livelihood/ Skill Development /Environment Protection/ Health Care/ PMU etc</p> <p style="text-align: center;">OR</p> <p>MSW from any premier Institute/Govt. University with 6 yrs of experience in Rural Development/ Livelihood/ Skill Development /Environment Protection/ Health Care/ PMU etc.</p> |
| Computer Programme Manager | 1 (one) | <p>M.Tech/M.E./B.E./B.Tech. in Computer Science / Engineering or Master in Computer Applications (MCA) from IIT/NIT/REC or Govt. University/Institute having 5 years of experience in Infrastructure Projects/Social Sector/Govt. Sector/Govt. Agency/PMU</p> <p style="text-align: center;">OR</p> <p>M.Tech/M.E./B.E./B.Tech. in Computer Science / Engineering or Master in Computer Applications (MCA) from any other institute with 6 years experience in Infrastructure Projects/Social Sector/Govt. Sector/Govt. Agency/PMU</p> |
| Accountant | 1 (one) | <p>M.Com/B.Com from a recognised University/Institute having 5 years experience in Accounting of Infrastructure Projects/Social Sector / Govt. Sector / Govt. Agency / Bank / PMU</p> |

*** -> For all the above mentioned post proficiency in English language is essential.**

Note: - DMF Jharsuguda has the sole discretion to amend/modify the qualifications/experience or ask for any additional team members beyond what has been specified above subject to availability of manpower and requirement from time to time.

Employees to be engaged on Retainership basis:-

DMF may ask for engagement of any employee(s) from amongst the proposed resource persons as given above at para 6.1 or may go for engagement of any personnel from open market with specialised qualification or experience as per requirement from time to time on retainership basis for the entire period of contract(three years) or for a specified period as the case may be. Such employee even though be engaged through PMU but their service condition/remuneration/qualification/experience and Job Chart shall be formulated in consultation with Chairman DMF and their terms of engagement shall be in dissonance with that of Staffs deployed by PMU directly.

6.2 Intellectual Property Rights (IPR)

Use of documents and Information.

The bidder shall not without prior written consent from District Mineral Foundation Jharsuguda, disclose/share/use the bid document contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the District Mineral Foundation Jharsuguda in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The bidder shall not without prior written consent of District Mineral Foundation Jharsuguda make use of any document or information made available for the project, except for purposes of performing the Contract.

6.3 Obligations

The Successful Bidder shall be obliged to implement any proposed changes once approval in accordance with Articles above has been given, with effect from the date agreed upon for implementation.

6.4 Award of Contract

The proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest The bidder with the highest overall score will be considered for award of contract.

6.5 Notification of Award

Prior to expiration of the Bid Validity period, DMF Jharsuguda will notify in writing about the successful bidder and it will be published in the district website as well.

The Successful bidder shall sign the contract agreement for advisory/ consultancy (PMU) services with the District Mineral Foundation Jharsuguda (DMF) for a period of 3 years (36 months) within 15 days from date of issue of LoA unflinchingly.



6.6 Professional Fees and Consultancy Charge

The Consultancy Charges should be limited to 40% of the Professional fees proposed during a financial year.

The Professional Fees and Consultancy Charges for the current Financial Year i.e. 2023-24 should be quoted by individual bidder. Upon satisfactory completion of the Financial Year contract shall be renewed with similar terms and conditions with enhancement in Professional Fee and Consultancy Charges @ 10% each year i.e. for 2024-25 and 2025-26. Demand for enhancement in Professional Fee or Consultancy charges over and above the prescribed limit during the contract period in force shall not be entertained in any case. However the Chairman has the discretionary power for enhancement in Professional Fees and Consultancy Charge over and above the limit prescribed above to the extent of up to 20%, if exceptionally well qualified or experienced personnel is/are proposed by the PMU for engagement under PMU Team.

N.B. The Bidder shall be liable to pay for the Professional Fee at the rate quoted in the Financial Bid to the professionals and any deduction/ charges/commission imposed over and above consultancy charges from the professionals shall be treated as gross violation of the Terms of contract which may lead to rescind of contract prematurely. DMF may seek for Pay Slip from any or all professionals at any point of time to ensure payment/remunerations are being made as per the contract agreed upon.



ANNEXURE-I

FORMAT FOR POWER OF ATTORNEY

(To be provided copy of original as part of Technical Proposal on stamp paper of value required under law duly signed by bidder for the RFP)

Dated.....

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents we..... (Name and registered office address of the Bidder do hereby constitute appoint and authorize Mr.(Name of the Person(s), domiciled at.....(Address), acting as.....(Designation and the name of the firm) as Authorised 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 "in the State of Odisha" involving the deliverables.

Establishment of Information infrastructure Corporation with vide Invitation for RFP (RFP Document) Document dated issued by including signing and submission of all documents and providing information and responses to clarification/enquiries etc as may be required by any government authority, representing us in all matters before and generally dealing 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 Bidder

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 character 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 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).

ANNEXURE-II

DECLARATION FOR NOT BEING BLACK LISTED

(Scanned copy of original to be provided as part of Eligibility criteria)

Date.....

To,

**The Collector & Chairperson-cum-Managing Trustee,
DMF, Jharsuguda**

Dear Sir,

Ref. RFP No.

I/We hereby confirm that our firm has not been
banned or blacklisted by any State/Central Government in India/PSUs as on bid submission
date for corrupt, fraudulent or any other unethical business practices or for any other
reason.

Signature of Bidder.....

Place.....

Name

Date

Designation

Seal



ANNEXURE-III

DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank _____)

This deed of Guarantee executed at _____ by (Name of 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 **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** having its office at (Jharsuguda) (hereinafter called DMF, Jharsuguda, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns).

Whereas M/s _____ a company formed under _____ (Specify the application law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated ____/____/20__ issued by Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda and selected M/s.

_____ (hereinafter referred to as the Bidder) for the Agreement by Collector & Chairperson cum Managing Trustee, DMF Jharsuguda as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** and Bidder.

The Agreement requires the Bidder 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 Bidder 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:

The Bidder shall implement the project in accordance with the term and subject to the conditions of the Agreement and fulfil its obligations there under

We, the Guarantor, shall, without demur, pay to **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** an amount not exceeding Rs. _____ (Rupees _____ only) within 7(seven) days of receipt of a written demand therefore from **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** stating must the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

The above payment shall be made by as without any reference to the Bidder or any other person and irrespective of whether the claim of the **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** a disputed by the Bidder or not.



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 on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the District Mineral Foundation, Jharsuguda under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** 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 **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda**.

In order to give effect to this Guarantee, **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** 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 **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** or by the extension of time of performance granted to the Bidder or any postponement for any time the power exercisable by **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relived from our obligations under this Guarantee on account of any such variation extension forbearance or omission on the part of **Collector & Chairperson cum Managing Trustee, District Mineral Foundation, Jharsuguda** to the Bidder to give such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us The Guarantee shall be irrevocable and shall remain in full force and effect until our Obligations under this guarantee are duly discharged.

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.

Authorised Signatory _____ Bank.



ANNEXURE-IV

CURRICULUM VITAE (CV) OF KEY PERSONNEL

| | | | | |
|---|--|--|-------------|--|
| 1 | Proposer Position | | | |
| 3 | Name of Expert | | Citizenship | |
| 4 | Date of Birth | | | |
| 5 | Membership in Professional Association | | | |
| 6 | Work Experience | | | |
| 8 | Employment Record | | | |
| a | From: Employer: | | To: | |
| | Position Held | | | |
| 9 | Work undertaken that best illustrates capability to handle the tasks | | | |
| a | Name of the Project | | | |
| | Year | | | |
| | Location | | | |
| | Client | | | |
| | Main Project Features | | | |
| | Position Held | | | |
| | Activities Performed | | | |

Expert's Contact information: (e-mail, Phone))

Certification:

I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: Day/Month/Year

(Signature of expert)



ANNEXURE-V
PARTICULAR OF THE BIDDERS
(To be submitted with the Bid)

| Sl. No. | Information Sought | Details to be Furnished |
|----------------|---|--------------------------------|
| 1 | Name and address of the bidding Company | |
| 2 | Incorporation status of the firm (Public Limited / Private Limited, etc.) | |
| 3 | Year of Establishment | |
| 4 | Date of Registration | |
| 5 | ROC Reference No. | |
| 6 | Details of company registration | |
| 7 | Details of registration with tax | |
| 8 | Name, Address, email, Phone nos., and Mobile number of Contact Person | |

Authorized Signature {In full and initials}:

Name and Title of Signatory:



ANNEXURE-VI

Financial Proposal Format

To be returned in original along with the Proposals

Date:.....

To,

**The Collector & Chairperson-cum-Managing Trustee,
DMF, Jharsuguda**

Subject: Selection of Agency for the Management of Project Management Unit (PMU) for District Mineral Foundation (DMF), Jharsuguda

| Fees | No | Amount (INR) (per month) | Amount (INR) (per annum) |
|---|----|--------------------------|--------------------------|
| Professional Fees:- | | | |
| Team Leader | | | |
| Manager – Socio-economic Development & Livelihood | | | |
| Manager - Health | | | |
| Technical Manager – Civil | | | |
| Finance Manager | | | |
| Computer Programme Manager | | | |
| Accountant | | | |
| Consultancy Charge:- | | | |
| Administrative | | | |
| Back-End Support | | | |
| Others (if any) | | | |

Sir/ Madam,

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

| | |
|-------------------------------|--|
| Total Fees (per annum) | |
|-------------------------------|--|

Total fees per annum = Rupees..... (in words)



Note:

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

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:



ANNEXURE-VII
Proposal Covering Letter Format

Date:

To,

**The Collector & Chairperson-cum-Managing Trustee,
DMF, Jharsuguda**

Dear Sir/ Madam,

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 the information provided in this Proposal and in the attachments are 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.
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 as on bid calling date.
6. DMF Jharsuguda, 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, Technical Bid and Financial Bid along with original DD towards const of Bid document and EMD.

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the Applicant Organization etc.



Annexure -VIII
Format for Professional Experience Citations

| | |
|---|--|
| Assignment Name | |
| Project Location | |
| Name of Client & details | |
| Start Date | |
| Completion Date/ Expected Date of Completion | |
| Detailed narrative description of project | |
| Detailed description of actual services provided by your firm | |
| Project Value (INR) | |

Authorized Signature {In full and initials}:

Name and Title of Signatory:

