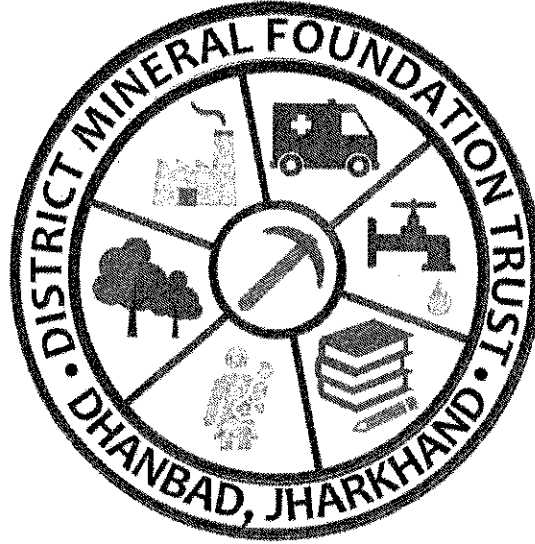


NIT Number: / DMFT (2023)

Date: \_\_\_\_ / \_\_\_\_ /2023



Request for Proposal  
**Selection of Agency for Establishment and  
Running of Programme Management Unit  
(PMU) for District Mineral Foundation Trust  
(DMFT), Dhanbad  
Jharkhand- 826001**



# GOVERNMENT OF JHARKHAND



OFFICE OF THE DEPUTY COMMISSIONER- CUM- CHAIRMAN  
DISTRICT MINERAL FOUNDATION TRUST, DHANBAD, JHARKHAND-826001

Letter No 344 (DMFT)

## REQUEST FOR PROPOSAL

Dated : 05/07/2023

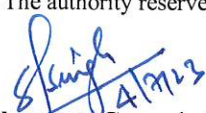
District Mineral Foundation Trust, Dhanbad, Government of Jharkhand invites proposals from eligible firms for “**Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad**”.

Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the detailed document containing terms and conditions along with the tender format from the official website [www.dhanbad.nic.in/](http://www.dhanbad.nic.in/) [www.DMFTdhanbad.in](http://www.DMFTdhanbad.in)

The important dates for the bid process is as follows:

Sl	Particular	Details
1	Date of Issue of RFP	06/07/2023
2	Last date receiving Pre-bid Queries	12/07/2023 by 3 :00 PM
3	Pre-Bid Meeting	12/07/2023 Time: 5:00 PM at Deputy Commissioner Meeting Hall, Collectorate Building, Dhanbad, Jharkhand. Pin Code: 826001
4	Date of Publishing of Corrigendum (If Any)	14/07/2023 by 2:00 PM
5	Starting Date of bid submission	15/07/2023
6	Last date for submission of Bid	25/07/2023 by 05:00 PM
7	Date of opening of Technical Bid	27/07/2023 Time: 12:30 noon at Deputy Commissioner Conference Hall, Collectorate Building, Dhanbad, Jharkhand. Pin Code: 826001
8	Date of Technical Presentation	27/07/2023 Time 12:30 noon at Deputy Commissioner Conference Hall, Collectorate Building, Dhanbad, Jharkhand. Pin Code: 826001
9	Date of Opening of Financial Bid	31/07/2023 Time 12:30 noon
10	Address for opening of Financial Bid	Deputy Commissioner Meeting Hall, Collectorate Building, Dhanbad, Jharkhand. Pin Code: 826001

The bid complete in all respects must reach the undersigned by **Speed Post/Registered Post/by hand** latest by **25/07/2023 before 5.00 PM** in a sealed envelope clearly mentioning on the top of it “**SELECTION OF AGENCY FOR ESTABLISHMENT AND RUNNING OF PROGRAMME MANAGEMENT UNIT (PMU) FOR DISTRICT MINERAL FOUNDATION TRUST (DMFT), DHANBAD**”. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof.

  
Deputy Development Commissioner  
-cum Member Secretary  
DMFT, Dhanbad


  
Deputy Commissioner  
- cum Chairman,  
DMFT Dhanbad


Memo No.: 344 / DMFT

Dated: 05/07/2023

**Copy to:**

1. Additional District Magistrate (L&O)- cum- Web Manager for information and necessary action to upload the notice for inviting tender in the [www.dhanbad.nic.in](http://www.dhanbad.nic.in) & [www.DMFTdhanbad.in](http://www.DMFTdhanbad.in) websites.
2. District Public Relation Officer, Dhanbad for information and instruction to publish the notice for inviting tender in newspapers for wide circulation and necessary action.
3. District Information Officer, Dhanbad for information and necessary action.

  
Deputy Development Commissioner  
cum Member Secretary  
DMFT, Dhanbad

  
Deputy Commissioner  
- cum Chairman,  
DMFT Dhanbad



# GOVERNMENT OF JHARKHAND



OFFICE OF THE DEPUTY COMMISSIONER- CUM- CHAIRMAN  
DISTRICT MINERAL FOUNDATION TRUST, DHANBAD, JHARKHAND-826001

Letter No \_\_\_\_\_ (DMFT)

## REQUEST FOR PROPOSAL

Dated : ...../.....2023

District Mineral Foundation Trust, Dhanbad, Government of Jharkhand invites proposals from eligible firms for “**Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad**”.

Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the detailed document containing terms and conditions along with the tender format from the official website [www.dhanbad.nic.in/](http://www.dhanbad.nic.in/) [www.DMFTdhanbad.in](http://www.DMFTdhanbad.in)

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10	Address for opening of Financial Bid	Deputy Commissioner Meeting Hall, Collectorate Building, Dhanbad, Jharkhand. Pin Code: 826001

The bid complete in all respects must reach the undersigned by **Speed Post/Registered Post/by hand** latest by **25/07/2023 before 5.00 PM** in a sealed envelope clearly mentioning on the top of it “**SELECTION OF AGENCY FOR ESTABLISHMENT AND RUNNING OF PROGRAMME MANAGEMENT UNIT (PMU) FOR DISTRICT MINERAL FOUNDATION TRUST (DMFT), DHANBAD**”. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof.

Sd/-

**Deputy Development Commissioner  
-cum Member Secretary  
DMFT, Dhanbad**

Sd/-


**Deputy Commissioner  
- cum Chairman,  
DMFT Dhanbad**


Memo No.: 344 / DMFT

Dated: 05/07 /2023

Copy to:

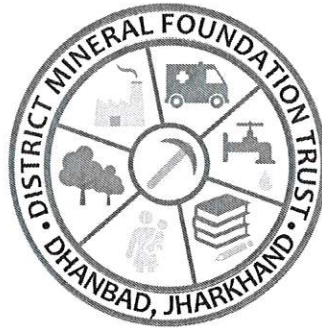
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3. District Information Officer, Dhanbad for information and necessary action.

  
Deputy Development Commissioner  
cum Member Secretary  
DMFT, Dhanbad

  
Deputy Commissioner  
- cum Chairman,  
DMFT Dhanbad

## Request for Proposal

# **Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad Jharkhand**



**District Mineral Foundation Trust (DMFT)  
Dhanbad  
Government of Jharkhand**

July 2023

*8/1*

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### **Disclaimer**

This Request for Proposal (**RFP**) is issued by the **District Mineral Foundation Trust (DMFT), Dhanbad, Government of Jharkhand.**

While the information in this RFP has been prepared in good faith, it does not support to be comprehensive or to have been independently verified. Neither DMFT Dhanbad nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of the Client. It does not claim to contain all the information that a recipient may require for the purposes for making a decision for participation in this selection process. Each bidder must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed assignment, the regulatory regime which applies thereto and by and all matters pertinent to the project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the project.

This RFP includes certain statements, information, projections and forecasts with respect to the proposed assignment. Such statements, information, projections and forecasts reflect various assumptions made by the management, officers and employees of the Client, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

DMFT Dhanbad, Government of Jharkhand shall be the sole and final authority with respect to selection of a consultant for the purpose through this RFP.



**Bidder Data Sheet**

Sl.	Particular	Details
1	Name of the Client	Deputy Commissioner-cum-Chairman, DMFT Dhanbad, Government of Jharkhand
2	Method of Selection	Quality cum Cost Based Selection (QCBS) Method (80:20)
3	Availability of RFP Document	<a href="https://dhanbad.nic.in">https://dhanbad.nic.in</a>
4	Date of Issue of RFP	06/07/2023
5	Last date of receiving Pre-Bid Query	12/07/2023 by 3:00 PM
6	Pre-Bid Meeting	12/07/2023 Time 5:00 PM
7	Date of publishing Corrigendum (If Any)	14/07/2023 by 2 :00 PM
8	Start date for submission of Bid	15/07/2023
6	Last Date for submission of Bid	25/07/2023 by 05.00 PM
8	Date of opening of Technical Proposal	27/07/2023 at 12:30 PM
9	Date of Technical Proposal Presentations	27/07/2023 at 12.30 PM
10	Date of opening of Financial Proposal	31/07/2023 at 12:30 PM
11	Bid Processing Fee (Non-Refundable)	INR10,000/- (Rupees Ten Thousand only) (including GST) in the form of demand draft drawn in favour of "Deputy Development Commissioner-cum- Member secretary, District Mineral Foundation Trust, Dhanbad" drawn in any Scheduled Commercial Bank payable at Dhanbad.  The bid processing fee shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical bid.
12	Earnest Money Deposit (EMD) (Refundable)	INR 05,00,000/- (Rupees Five Lakhs only) in the form of demand draft or bank guarantee drawn in favour of "Deputy Development Commissioner-cum- Member secretary, District Mineral Foundation Trust, Dhanbad" drawn in any Scheduled Commercial Bank payable at Dhanbad.  The EMD shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.
12	Contact Person / Address for Submission of bid	Deputy Development Commissioner-cum- Member secretary, DMFT Dhanbad, 1 <sup>st</sup> floor Combined building, Dhanbad – 826001, Jharkhand
13	Place of Opening of Bid	Deputy Commissioner Conference Hall,

		District Collectorate, Dhanbad – 826001, Jharkhand
14	Mode of Submission	Speed Post / Registered Post / By Hand only to the address as specified above during the office hour only. Submission of bid through any other mode and late bid will be rejected

For details please visit: <https://dhanbad.nic.in>



**Section I:**  
**Letter of Invitation**



## Letter of Invitation

**NIT No:**

**Dated:**

**Name of the Assignment:** Selection of Agency for “Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad. “

1. The Deputy Commissioner-cum-Chairman, District Mineral Foundation Trust, Dhanbad, Government of Jharkhand (The Client) invites sealed proposal from eligible bidder under the process for “**Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad**”. More details on the proposed study are provided at Section-3: Terms of Reference (ToR) of this RFP Document.
3. The proposal, complete in all respect as specified in the RFP Document must be accompanied with a non-refundable amount of Rs. 10,000/- (Rupees Ten Thousand only) towards Bid Processing Fee and a **Refundable amount towards EMD of INR 05,00,000/-** (Rupees Five Lakhs only) in form of **Demand Draft** drawn in favour of “Deputy Development Commissioner-cum- Member secretary, District Mineral Foundation Trust, Dhanbad” payable at Dhanbad, failing which the bid will be rejected.
4. The proposal/bid must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post/ by hand only. The Client shall not be responsible for postal delay or any consequences. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is Dt. 25/07/2023 before 5.00 PM and the date of opening of the technical proposal is 27/07/2023 in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
6. This RFP includes following sections:
  - a. Letter of Invitation [Section – I]
  - b. Instructions to the Bidder [Section – II]
  - c. Terms of Reference [Section – III]
  - d. Technical Proposal Submission Forms [Section – IV]
  - e. Financial Proposal Submission Form [Section –V]
  - f. Annexure [Section – VI]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client’s knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

  
Deputy Development Commissioner  
cum Member Secretary  
DMFT, Dhanbad

**Section II:**  
**Instructions to the Bidders**



## 1. Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Sr. No.	Basic Requirement	Specific Requirement	Documents Required
1	Registration	The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 05 years as on March 31, 2023	Copy of Registration Or Certificate of Incorporation
2	Programme Management Experience	The Bidder should have experience of running at least 5 Programme Management Units (PMU)/TSU or equivalent for Central Government Ministries & Departments / State Government Departments/ District Administrations for social sector schemes/ projects for minimum 5 years as on 31 <sup>st</sup> March 2023. <ul style="list-style-type: none"> <li>• Minimum Contract value of INR 50 Lakh each</li> <li>• Minimum contract duration of 12 months each</li> </ul>	Copy of Completion Certificate / Agreement/ Copy of Work Orders should be made available for each project.
3	Turnover	The Bidder should have an average consulting turnover of minimum INR 20 Crores (Rs. Twenty Crores) and a positive net worth in each of the previous three financial years (FY 19-20, 20-21 and 21-22)	Turnover Certificate from statutory auditor. Audited financial statements for the three previous financial years ending March 2022 i.e., FY 19-20, 20-21 and 21-22)
4	Institutional strength	The bidder should have minimum 100 nos. of consulting professionals on payroll as on 31 <sup>st</sup> March 2023	Affidavit from HR & Authorized signatory declaring the numbers of resources on payroll.
5	PAN/GST	Must be Registered under GSTN	Copy of PAN/GST Registration must be submitted

6	EMD	INR 05,00,000/- (Rupees Five Lakhs only) in the form of demand draft or bank guarantee drawn in favour of “Deputy Development Commissioner-cum-Member secretary, District Mineral Foundation Trust, Dhanbad” drawn in any Scheduled Commercial Bank payable at Dhanbad.	Original Demand Draft to be submitted
7	Bid Processing Fee (Non-Refundable)	INR10,000/- (Rupees Ten Thousand only) (including GST) in the form of demand draft drawn in favor of “Deputy Development Commissioner-cum-Member secretary, District Mineral Foundation Trust, Dhanbad” drawn in any Scheduled Commercial Bank payable at Dhanbad.	Original Demand Draft to be submitted
8	Not Blacklisted	The bidder should not have been blacklisted by any Central/State Government or Public Sector Undertakings.	Affidavit by the Authorized Signatory stating not blacklisted
9	Power of Attorney	A power of Attorney in the name of Signatory Authority of the proposal. Copy of board resolution is also acceptable.	Original Power of Attorney/ copy of the Board Resolution must be submitted
10	Self-Declaration regarding Conflict of Interest	Declaration with reference to the clause no.- 14 of RFP	Original copy of the declaration must be submitted.
<b>Any kind of Consortium/ Joint Venture/ Sub-Contracting/ Sub-Letting with/to other firms is not allowed</b>			

## 2. Documents / Formats for submission along with Technical Proposal

The bidder must furnish the following documents duly signed in along with their Technical Proposal:

1. Filled in Bid Submission Check List in Original (Annexure-I)
2. Covering letter (TECH – 1) on bidder’s letterhead requesting to participate in the selection
3. process.
4. Bid Processing Fee & EMD as applicable.
5. Copy of Certificate of Incorporation/ Registration.
6. Copy of PAN.
7. Copy of Goods and Services Tax Identification Number (GSTIN).
8. Copies of IT Return for the last three financial years (FY 2019-20, 2020-21 and 2021-22).
9. General Details of the Bidder (TECH – 2).
10. Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction.
11. Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder or Board of Directors



12. List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
13. Self-Declaration regarding Conflict of Interest (TECH – 6)
14. Self-Declaration on Non-Blacklisting (TECH – 7)
15. Filled in TECH – 8 and TECH -9

*Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions, and other important information as mentioned in the RFP document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.*

### **3. Bid Processing Fee**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 10,000/- (Ten Thousand Rupees Only) in shape of DD from any scheduled commercial bank in favor of “Deputy Development Commissioner-cum- Member secretary, District Mineral Foundation Trust, Dhanbad” payable at Dhanbad. Proposals received without bid processing fee will be out rightly rejected.

### **4. Earnest Money Deposit (EMD)**

The bidder must furnish as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to INR 05,00,000/- (Rupees Five Lakhs only) in shape of DD/ Bank Guarantee from any scheduled commercial bank in favor of of “Deputy Development Commissioner-cum- Member secretary, District Mineral Foundation Trust, Dhanbad” The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

1. Bidder withdraws its proposal during the bid validity period as specified in RFP
2. Bidder does not respond to requests for clarification of its proposal.
3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
4. If the bidder fails to
  - provide any clarifications to the Client
  - agree to the decisions of the contract negotiation meeting
  - sign the contract within the prescribed time period
  - furnish required Performance Bank Guarantee in time.
5. Any other circumstance which holds the interest of the Client during the overall selection process.

## 5. Validity of the Proposal

Proposals shall remain valid for a period of **180 (One Hundred Eighty) days** from the date of opening of the Technical Proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

## 6. Pre-Bid Queries

Bidders can submit their queries in respect of the RFP and other details if any, to DMFT Dhanbad through e-mail at [dc-dha@nic.in](mailto:dc-dha@nic.in) till 12/07/2023 in the format specified below:

**Table 1: Pre-Bid Queries Format**

Sl	Section/Clause No./ Page No.	Content of RFP requiring clarification	Change/clarification requested	Remarks

The queries received from interested bidders in any other format except the above will be summarily rejected. The Pre-Bid meeting will be conducted on the date and time specified in factsheet. Clarifications, if any, to the above will be uploaded in <https://dhanbad.nic.in> / clarified through email to the respective bidders for the purpose of preparation of the proposal. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

## 7. Submission of Proposal

### 1. Technical Proposal (Original + 1 Copy):

The envelope containing technical proposal shall be sealed and superscripted as **“Technical Proposal – Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad”** and to be furnished inside one envelope. The duly filled-in technical proposal submission forms, with all the supportive documents and information must be furnished as part of technical proposal.

### 2. Financial Proposal (Original):

The envelope containing financial proposal shall be sealed and superscripted as **“Financial Proposal – Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad”**. The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment and to be furnished as per the prescribed format only.

The **“Technical Proposal”** and **“Financial Proposal”** must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/information mentioned in the RFP Document. The first envelope must be marked as **“TECHNICAL PROPOSAL (Selection of**

**Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad”.**

The second envelope must be marked as **“FINANCIAL PROPOSAL (Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad)”** and it should contain Financial Proposal only. Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:

**NAME OF THE ASSIGNMENT:**

**RFP NUMBER AND DATE:**

**NAME OF THE BIDDER:**

**DEADLINE FOR SUBMISSION OF BID:**

**NAME AND ADDRESS OF THE BIDDER:**

*Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.*

## **8. Opening of the Proposal**

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** (along with Documents listed in Section II, sub section 2) will be opened in the initial stage by the Client in presence of the bidder’s representatives at the location, on specified date in the Bidder Data Sheet. The Client will constitute a Evaluation Committee (EC) to evaluate the proposals submitted by bidders. Only one representative with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the technically qualified bidders will be opened after completion of technical evaluation stage. The date for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

## **9. Evaluation of Proposal**

A Three stage evaluation process will be conducted as explained below for evaluation of the proposals:

### **1. Preliminary Stage (1<sup>st</sup> Stage)**

The bidder must furnish the following documents duly signed in along with their Technical Proposal:

1. Filled in Bid Submission Check List in Original (Annexure-I)
2. Covering letter (TECH – 1) on bidder’s letterhead requesting to participate in the selection
3. process.
4. Bid Processing Fee & EMD as applicable.
5. Copy of Certificate of Incorporation/ Registration.
6. Copy of PAN.
7. Copy of Goods and Services Tax Identification Number (GSTIN).
8. Copies of IT Return for the last three financial years (FY 2018-19, 2019-20 and 2020-21).
9. General Details of the Bidder (TECH – 2).

10. Financial Details of the bidder (TECH – 3) along with all the supportive documents as applicable duly signed as per the instruction.
11. Power of Attorney (TECH – 4) in favour of the person signing the bid on behalf of the bidder or Board of Directors
12. List of completed assignments of similar nature (Past Experience Details, TECH – 5) along with copies of contracts / work orders / completion certificate from previous Clients.
13. Self-Declaration regarding Conflict of Interest (TECH – 6)
14. Self-Declaration on Non-Blacklisting (TECH – 7)
15. Filled in TECH – 8 and TECH -9

A Preliminary Evaluation shall be conducted by the Client to check whether all the required documents have been submitted by the applicant Agency in the formats specified in the RFP as per Section II sub section 9.1. Non-submission of the required documents in the format specified in the RFP will result in disqualification of the proposal of the concerned applicant Agency.

## 2. Technical Evaluation (2<sup>nd</sup> Stage):

Detailed technical evaluation as per below table of the RFP of only those bidders who meet with the prescribed eligibility criteria in the 1<sup>st</sup> Stage of the Evaluation of Proposal shall be taken up. Detailed evaluation process as per the following parameters will be adopted for proposal evaluation:

Sl.	Criteria	Maximum Marks
<b>1</b>	<b>Experience of the Bidder</b>	<b>30 Marks</b>
<b>1.1</b>	Experience of running PMU or equivalent for Central Government Ministries & Departments/ State Government Departments/ District Administrations for any projects for minimum 5 years as on March 31 <sup>st</sup> , 2023.	10 Marks  0-5 Years = 0 marks  2 marks for each additional year beyond first five, subject to a maximum of 10 marks
<b>1.2</b>	Experience of running Minimum 5 PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / PSUs/ District Administrations for the implementation of DMFT/ PMKKKY or Similar Assignments for the development of Mining Affected Areas/ Welfare of Mining Affected People affected people or similar During the last 5 years. <ul style="list-style-type: none"> <li>• Minimum contract value of INR 50 lakhs each</li> <li>• Minimum contract duration 12 months</li> </ul>	10 Marks  0-5 PMU = 0 marks  2 marks for each PMU, subject to a maximum of 10 marks
<b>1.3</b>	The bidder should have minimum 100 nos. of consulting professional on payroll/pool as on 31 <sup>st</sup> March 2023	10 Marks  0-100 = 0 marks

		1 mark for each additional 10 nos. of professional beyond first 100 nos. subject to a maximum of 10 marks
<b>2</b>	<b>Team Experience</b>  (The applicant Agency shall mandatorily provide the human resources meeting basic educational and experience criteria)	<b>30 Marks</b>
<b>2.1</b>	<p>Team Leader (One)</p> <ul style="list-style-type: none"> <li>• Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 8 years of total work experience related to project management in private/ public/ not-for-profit sector.</li> <li>• Minimum of 5 years of experience in implementation of government schemes/ projects in multiple sectors for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Prior experience in DMF will be preferable</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark each for every additional year of work experience</li> </ul>
<b>2.2</b>	<p>Senior Project Officer – Environment Conservation &amp; Climate Change (One)</p> <ul style="list-style-type: none"> <li>• Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 5 years total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ projects related to Environment preservation, Pollution control etc. for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark for additional year of work experience</li> </ul>
<b>2.3</b>	<p>Senior Project Officer – Livelihood and Skill Development (One)</p> <ul style="list-style-type: none"> <li>• Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, Agriculture or related field(s) from a reputed National/ International University/ Institution</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark for additional year of work experience</li> </ul>

	<ul style="list-style-type: none"> <li>• Minimum of 5 years total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ projects related to livelihoods/ agriculture &amp; allied activities, skill development etc. for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> </ul>	
2.4	<p>Senior Project Officer – Health Care and Hospital Administration (One)</p> <ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Public Health/Hospital Administration/ Development Studies/Social Studies, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 5 years total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ projects related to healthcare for Central Government / State Governments / District Administrations / Multi-Lateral / International Organizations / reputed NGOs</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark for additional year of work experience</li> </ul>
2.5	<p>Senior Project Officer – Education (One)</p> <ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Development Studies/ Practice, Education, Social Work, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 5 years of total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ project related to Education interventions for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark for additional year of work experience</li> </ul>
2.6	<p>Senior Project Officer – Sanitation &amp; Waste Management (One)</p> <ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> </ul>

	<ul style="list-style-type: none"> <li>• Minimum of 5 years of total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 2 years of experience in implementation of large-scale IEC programmes in sanitation, WASH &amp; allied projects for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Expertise in the following sector:</li> <li>• Monitoring and Evaluation</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• 1 mark for additional year of work experience</li> </ul>
2.7	<p>Senior Project Officer – Finance &amp; Procurement (One)</p> <ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Finance, Commerce, Accounting, or related field(s) from a recognized University/ Institution</li> <li>• Minimum of 5 years of total work experience in accounting, auditing and financial management in Government/ Development Sector/ reputed NGOs</li> <li>• Familiarity with Government of Jharkhand / India accounting standards/ procurement norms, practices and requirements</li> <li>• Proficient in GeM, Tally, e tender, PFMS or similar software packages</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark for additional year of work experience</li> </ul>
2.8	<p>Project Officer – Urban Planner -cum- Architect (One)</p> <ul style="list-style-type: none"> <li>• B. E/ B. Tech in Civil Engineering/ B.Arch./Urban development from a recognized University/ Institution</li> <li>• Minimum of 4 years of total work experience related to design, estimation, execution and supervision of civil engineering projects, town planning, land use planning.</li> <li>• Minimum of 2 years of experience in implementation of government schemes/ project related to related to Urban development/ Urban Planning interventions for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Proficient in Auto CAD or similar software packages</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark for additional year of work experience</li> </ul>
2.9	<p>Project Officer – Information Technology (One)</p> <ul style="list-style-type: none"> <li>• BCA/ B.Sc./ B.E /B.Tech in Computer Engineering, Information Technology or related field(s) from a recognized University/ Institution</li> </ul>	<p>3 Marks</p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> </ul>

	<ul style="list-style-type: none"> <li>• Minimum of 4 years of total work experience in software development, website development, application development, coding for Private Sector/ Government/ Development Sector/ reputed NGOs</li> <li>• Minimum of 2 years of experience in IT related projects for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Proficient in Java, HTML, XML or similar software packages</li> </ul>	<ul style="list-style-type: none"> <li>• 1 mark for additional year of work experience</li> </ul>
<b>2.10</b>	<p><b>Project Officer – MIS &amp; Documentation (One)</b></p> <ul style="list-style-type: none"> <li>• Bachelors/ B.Tech. in Computer Science Engineering, or related field(s) from a recognized University/ Institution</li> <li>• Minimum of 4 years of total work experience in database creation, databased compilation, data cleaning and curation, monitoring and status reports and dashboard, documentations for Private Sector/ Government/ Development Sector/ reputed NGOs</li> <li>• Minimum of 2 years of experience in similar nature for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Proficient in Power Point, Excel, Power BI or similar software packages</li> <li>• Proficiency in Hindi and English typing is desirable</li> </ul>	<p style="text-align: center;"><b>3 Marks</b></p> <ul style="list-style-type: none"> <li>• 2 marks – for minimum educational qualification and experience</li> <li>• 1 mark for additional year of work experience</li> </ul>
<b>2.11</b>	<p><b>IT Assistant – (Two)</b></p> <ul style="list-style-type: none"> <li>• Graduation in any discipline or equivalent from recognized institute / university.</li> <li>• Minimum 3 years of experience in government schemes/ projects in multiple sectors for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs.</li> <li>• Proficiency in MS Office.</li> <li>• Computer knowledge and English and Hindi typing is mandatory.</li> </ul>	
<b>3</b>	<p><b>Presentation on Approach, Methodology and Work Plan</b></p> <ul style="list-style-type: none"> <li>• Understanding of the Assignment and Issues/Challenges: <b>(15 Marks)</b></li> </ul>	<p style="text-align: center;"><b>40 Marks</b></p> <p>Technical Presentation</p>



	<ul style="list-style-type: none"> <li>• Approach, Methodology and Work Plan: Maximum 10 slides (presentation)/ Maximum 10 pages (Document) <b>(15 Marks)</b></li> <li>• Case study of handling DMF/ PMKKKY or Similar Assignments for the development of Mining Affected Areas/ Welfare of Mining Affected People <b>(10 Marks)</b></li> </ul>	
	<b>Total (1 + 2 + 3)</b>	<b>100 Marks</b>

Copies of work orders/ agreement/ completion certificates must be submitted as a proof for each assignment. No assignment should be repeated across various categories of evaluation parameters. Ongoing assignments will be considered for evaluation only if 12 months of the project period have elapsed.

All the team members of the PMU are expected to be deployed full-time for a period of 3 years at DMFT Dhanbad, Jharkhand. Office space with necessary facilities shall be provided by DMFT Dhanbad to the PMU team. None of the team members should engage in any other engagement while being deployed at the PMU. In case DMFT Dhanbad needs any additional resources with specific expertise on part-time/ full-time basis for the assignment towards successful achievement of the desired outcomes, the same shall be deployed by the selected bidder as per mutually agreed terms and conditions.

**\* Bidders who secure above 70 marks from the total (100 marks) in the technical proposal will be called for financial evaluation.**

### 3. Financial Evaluation (3<sup>rd</sup> Stage):

The financial proposals of only those bidders qualifying the Preliminary and Technical evaluation (1<sup>st</sup> & 2<sup>nd</sup> Stage) shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

## 10. Evaluation Process

QCBS method will be followed during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder/ bidder's representatives.

The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows:  $Sf = 100 \times Fm/F$ , in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. The weights given to the Technical (T) and Financial (P) Bids shall be:

$$T = 80, \text{ and}$$

$$P = 20$$

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

The bidder, who has the highest score in the QCBS and shall be called for further process leading to the award of the contract. The bid price will be exclusive of all taxes and the tax will be charged by the successful bidder

and paid by the Client as per the prevalent rates (as per GST Act) over and above the bid price (Consultancy Fees). Prices quoted in the bid must be firm and final and shall not be subject to any modifications on any account whatsoever. In case of a tie, the bidder having higher technical score will be considered the preferred bidder.

For the purpose of evaluation, the total evaluated cost shall be exclusive of all taxes & duties for which the Client will make payment to the consultant including overhead expenses.

## 11. Performance Bank Guarantee (PBG)

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **3% of the contract value** from a Scheduled Commercial Bank situated in Dhanbad in favor of of **“Deputy Development Commissioner-cum- Member secretary, District Mineral Foundation Trust, Dhanbad”**, as per the format at Annexure-II, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

## 12. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

## 13. Award of Contract

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for 3 years from the date of effectiveness of the contract. The contract can be extended for 2 years beyond these 3 years based on satisfactory performance. A 5% annual hike in fee will be considered after completion of each year on satisfactory performance.

## 14. Conflict of Interest

Conflict of interest exists in the event of:

1. Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder.

2. Consultants, agencies, or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly.
3. Practices prohibited under the anti-corruption policy of the Government of India and Government of Jharkhand. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

## 15. Disclosure

1. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
2. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency, or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
3. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - i. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
  - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
  - iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

## 16. Anti-corruption Measure

1. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
2. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

## 17. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

## 18. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

## 19. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Hon'ble High Court, Jharkhand, Ranchi, and Civil Court of Dhanbad only.

## 20. Governing Law and Penalty Clause

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Jharkhand. Failure on bidder's part to furnish the deliverables as per the agreed timeline will enforce a penalty **@ 1% per week subject to maximum of 10% of the total contract value**. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

## 21. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information during the contract.

## 22. Amendment of the RFP Document

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through NIC Dhanbad website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

## 23. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

## 24. Copyright, Patents and Other Proprietary Rights

DMFT Dhanbad, Government of Jharkhand shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, about Documents and other materials which bear a direct relation to or are prepared or collected in consequence or during the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

## 25. Replacement of the Personnel

The professionals to be deployed under this contract are expected to be dedicated for the entire contract period. However, the change will be allowed under following circumstances only after the due approval of the client.

### (A) During team deployment/ start of engagement

1. Due to any unavoidable circumstances, up to 3 CVS (out of 12) submitted for evaluation can be replaced by the selected Agency during team deployment, duly notifying the circumstances necessitating the replacements, subject to approval of proposed replacement CVS.
2. If more than 3 CVs (out of 12) are replaced, a penalty of 1% of contract value per CV replaced may be imposed on the selected Agency.
3. If more than 7 CVS (out of 12) are replaced, then the contract with the selected Agency may be rescinded and the PBG amount may also be forfeited.

### (B) During the assignment

1. In case of non-satisfactory performance of any of the assigned personnel during the course of the assignment, the client reserves the right to request for a replacement. Once a request is raised, the consultant must provide the CV and other qualification and details of the replacement personnel so as to permit evaluation within 14 days. On receipt of such CVs the client must process the same within 7 days and communicate its approval / rejection. In case of failure to provide replacement personnel within 14 days of communication of the request for a change to the satisfaction of the client, the client reserves the right to not make payment for the resource and the resource may be treated as withdrawn after communication of such rejection.
2. Under unavoidable circumstances of one or more personnel becoming unavailable/leave the project for any reason there off during the course of the assignment the consultant must notify the client at least 14 days in advance, explaining the circum-stances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. On being duly satisfied, the request for change may be approved/rejected by the client within 7 days of receipt of the same.
3. Once the proposal for replacement is accepted, the consultant must replace the professional within 14 days of the of such approval. The client will deduct 5% for each unavailable resource, the number of days for which the position remains vacant beyond 28 days on pro-rata basis (e.g., If one resource is not made available by agency for 45 days then 5% of total payment to the agency of 17 days will be deducted as penalty, if two resources are unavailable then 5+5= 10% etc.) Client reserves the right to invoke the right to claim liquidated damages in case of failure of the Consultant to provide replacement personnel to the satisfaction of the Client after 2 such attempts.
4. Further, acceptance of such replacement by the client shall not relieve the consultant from responsibility for failure to meet the requirements of the contract. Any change in personnel without due approval by the Authority will lead to implication of liquidated damages of up to 10% of the contract value.

## 26. Termination Clause

### 1. Termination for Default

DMF(T) administration may without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Applicant terminate the Contract in whole or in part (is engaged/involved in any financial misappropriation of funds):

- a. If the selected Applicant fails to deliver any or all quantities of the Service within the time-period specified in the Contract, or any extension thereof granted by DMF(T) administration; or
- b. If the selected Applicant fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the selected Applicant in the judgment of the DMF(T) administration is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- d. If the selected Applicant commits breach of any condition of the Contract.
- e. The selected Applicant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the DMF(T) administration may have subsequently granted in writing.
- f. The selected Applicant fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- g. The selected Applicant submits to the DMF(T) administration a statement which has a material effect on the rights, obligations or interests of the DMF(T) administration and which the selected Applicant knows to be false.
- h. Any document, information, data or statement submitted by the Applicant in its Proposals, based on which the selected Applicant was considered eligible or successful, is found to be false, incorrect or misleading.
- i. For any reasons the selected Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

## **2. Termination for Insolvency**

DMF(T) administration may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Applicant, if the selected Applicant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Applicant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DMF(T) administration.

## **3. Termination by Convenience**

- a. DMF(T) administration, by a written notice of at least 60 days sent to the selected Applicant, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for DMF(T) administration's convenience, the extent to which performance of the selected Applicant under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, DMF(T) administration will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Applicant may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability-In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage, or expenses (including lost profits). The selected Applicant shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement

## **4. Termination by DMF(T) administration**

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



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

#### **5. Termination by the selected Applicant**

- a. The selected Applicant may, by not less than 60 days written notice to the DMF(T) administration, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. If there are more than 2 unpaid invoices and DMF(T) administration fails to remedy the same within 180 days of the submission of the last unpaid invoice.
  - ii. As the result of Force Majeure, the selected Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
  - iii. The DMF(T) administration fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- b. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by DMF(T) administration to the selected Applicant within 30 days of the Contract termination

#### **6. Consequences of Termination**

- a. In the event of termination of the Contract due to any cause whatsoever [whether consequent to the stipulated term of the Contract or otherwise], DMF(T) administration shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of DMF(T) administration to invoke guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the DMF(T) administration under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- d. If the DMF(T) administration would like to terminate the Contract for reasons attributable related to the selected Applicant's performance, the government will give a rectification notice for 2 months to the Consultant/ Advisor in writing with specific observations and instructions.

#### **27. Force Majeure**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a Force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated

due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning, and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

## **28. Liability**

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

## **29. Settlement of Disputes**

The Client and the Consultant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within Thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Dhanbad, Jharkhand, and the language of such proceedings and that of all documents and communications between the parties shall be in English. Deputy Commissioner-cum- Chairman DMFT Dhanbad, Govt of Jharkhand will be the final authority to resolve the dispute arising between and the Client and the Consultant.

## **30. Disqualification of Proposal**

The proposal is liable to be disqualified in the following cases as listed below:

1. Proposal submitted without Bid Processing Fee & EMD as applicable.
2. Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP.
3. During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices.
4. Proposal is received in incomplete form.
5. Proposal is received after due date and time for submission of bid.
6. Proposal is not accompanied by all the requisite documents / information.
7. Bids with any conditional technical and financial offer.
8. If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
9. Proposal is not properly sealed or signed.
10. Proposal is not conforming to the requirement of the scope of the work of the assignment.
11. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at one or any point of time during the bid process.
12. If, any of the bid documents, excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the





commercial aspects of the bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.

13. Any other condition / situation which holds the paramount interest of the Client during the overall section process.

### **31. Indemnity**

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

1. Negligence or wrongful act or omission by the Selected Applicant or its team or any Agency/Third Party in connection with or incidental to this Contract; or
2. Any breach of any of the terms the Selected Applicant's Proposal as agreed, the Tender and this contract by the Selected Applicant, by its Team or any Agency/Third Party.
3. The indemnity shall be to the extent of Total Professional Fee in favour of the DMF(T) administration

### **32. Liquidated Damages**

1. Notwithstanding DMF(T) administration's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule. subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force majeure beyond control of the Consultant/Advisor.
2. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
3. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

**Section III:**  
**Terms of Reference**

8/1

## 1. Introduction

Dhanbad is widely known as the coal capital of India, due to its coal reserves that spread across 2040 sq.km area with companies such as Bharat Coking Coal Limited (BCCL), Eastern Coalfields Limited (ECL), Steel Authority of India Limited (SAIL), Tata Steel Coal Mines and others operating in the district. Dhanbad is also the most industrialised and second most populous district in Jharkhand. More than 50% of the district's population resides in urban areas as per 2011 Census data. Further, the Dhanbad Municipal Corporation (DMC) is the largest municipal corporation (population wise) in the state. It is estimated that the district has a population of around 30 lakhs in 2021 as per the previous growth trends of 12% annual growth rate.

Dhanbad has the issue of surface fires and subsidence in around 180 hectares of land located in the Jharia area which falls under the DMC. Dhanbad district has around 112 coal mines with an average production of around 27.5 million tonnes annually, which has resulted in a sizeable accrual of District Mineral Funds.

Dhanbad has 10 Blocks, 256 Gram panchayats and 2 urban bodies namely Dhanbad Municipal Corporation (DMC) and Chirkunda Municipality. Of the total GPs, 208 GPs are directly affected by mining activities while 48 GPs fall under indirectly affected areas. The urban bodies, namely, DMC and Chirkunda Municipality fall under directly affected areas, in fact, Dhanbad is one of the few districts where mining activities are being carried out in close proximity of the urban areas.

## 2. Objective of the Proposal

The proposal aims to establish a Programme Management Unit (PMU) for increasing the effectiveness and efficiency of the District Mineral Foundation Trust (DMFT), Dhanbad in the larger interest of welfare and overall development of people and their livelihoods, affected by mining in Dhanbad district.

## 3. Scope of Work

A Programme Management Unit (PMU) will be established and run under the District Mineral Foundation Trust (DMFT). It will be manned by a team of experts with developmental background including specialisation in critical areas such as livelihood, education, skill development, drinking water & sanitation, health, infrastructure, environment etc. The PMU will serve as a 'Secretariat' of the District Mineral Foundation Trust and will work under the overall control, supervision and guidance of the Deputy Commissioner who is the Chairman of the Trust; and technical and administrative direction of the Deputy Development Commissioner, Dhanbad who is the Member Secretary of the DMFT, Dhanbad. Further, the PMU will also facilitate the functioning of the Governing Council and Management Committee of the DMFT.

The PMU will function as a 'DMFT Resource and Function Hub' and will be responsible for the following activities:

1. Identification of critical gaps in the mining affected areas for prioritized action.
2. Evaluation of proposals submitted to DMFT for support.
3. Planning, implementation, and monitoring of projects under DMFT.
4. Convergence with various line departments for coordinated and concerted action.
5. Identification and promotion of innovative solutions through field level pilot.

6. Interventions and adopting best practices from various sectors and geographies to the district.
7. Demonstrate the effectiveness of DMFT activities on the lives of targeted communities through communication medium.
8. Preparation of policy briefs, documentation of lessons learnt, and impact achieved.
9. Capacity building activities and knowledge management.
10. Technical and facilitation assistance to the Governing Council and Management Committee.

#### 4. Team Composition

The PMU shall comprise of following team members:

Sl.	Role	Education and Qualification	Key Roles & Responsibilities
1	Team Leader (One)	<ul style="list-style-type: none"> <li>• Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 8 years of total work experience related to project management in private/ public/ not-for-profit sector.</li> <li>• Minimum of 5 years of experience in implementation of government schemes/ projects in multiple sectors for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Prior experience in DMF will be preferable.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall functioning of the Programme Management Unit (PMU).</li> <li>• Build and maintain a high performing team in the PMU.</li> <li>• Provide effective program management, managing human and financial resources to effectively achieve the objectives of the DMFT.</li> <li>• Ensure that deliverables and reporting to management.</li> <li>• Conceptualise a wide range of innovation projects for improved public service delivery.</li> <li>• Evaluate the projects submitted by different line departments / stakeholders to be taken under DMFT.</li> <li>• Converge with various departments to improve the effectiveness of interventions.</li> <li>• Facilitate approval of annual action plans in the MC and GC of the DMFT.</li> <li>• Act as a formal channel of communication between the selected Agency and DMFT.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Deputy Commissioner, DMFT Dhanbad.</li> </ul>
2	Senior Project Officer – Environment Conservation & Climate Change (One)	<ul style="list-style-type: none"> <li>• Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/</li> </ul>	<p>The following are the proposed key Roles and Responsibility for Environment Conservation &amp; Climate Change:</p> <ul style="list-style-type: none"> <li>• Carry out diagnostic study to understand the socio-economic conditions in mining affected villages and analyse the impact (or deficit) of existing government schemes/</li> </ul>

		<p>International University/ Institution</p> <ul style="list-style-type: none"> <li>• Minimum of 5 years total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ projects related to Environment preservation, Pollution control etc. for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> </ul>	<p>projects in purview of environment conservation and natural resource management.</p> <ul style="list-style-type: none"> <li>• Conduct participatory planning and need assessment exercise in the mining affected villages in the district.</li> <li>• Evaluate projects submitted by different stakeholders to be taken up under DMFT.</li> <li>• Converge with various lines to improve effectiveness of interventions on the community.</li> <li>• Oversee the implementation of the approved projects in Environment sector through regular field visits and raise flags at appropriate levels in case of potential delays or cost over-runs.</li> <li>• Prepare documentation of success stories, lessons learnt and impact at periodic intervals.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT.</li> </ul>
3	Senior Project Officer – Livelihood and Skill Development (One)	<ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, Agriculture or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 5 years total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ projects related to livelihoods/ agriculture &amp; allied activities, skill development etc. for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International</li> </ul>	<p>The following are the proposed key Roles and Responsibility for Livelihood and Skill Development Sector:</p> <ul style="list-style-type: none"> <li>• Carry out diagnostic study to understand the socio-economic conditions in mining affected villages and analyse the impact (or deficit) of existing government schemes/ projects in purview of livelihood opportunities.</li> <li>• Identification of alternate livelihood opportunities for mining affected people.</li> <li>• Formation of strengthening of Producer Groups and Farmer Producer Organizations including institution building and capacity building of groups members and other stakeholders.</li> <li>• Conduct participatory planning and need assessment exercise in the mining affected villages in the district.</li> <li>• Evaluate projects submitted by different stakeholders to be taken up under DMFT.</li> <li>• Converge with various lines to improve effectiveness of interventions on livelihood projects.</li> </ul>

		Organizations/ reputed NGOs	<ul style="list-style-type: none"> <li>• Oversee the implementation of the approved projects in livelihood and skill development through regular field visits and raise flags at appropriate levels in case of potential delays or cost over-runs.</li> <li>• Undertake action-research to discover more appropriate ways of doing things under the DMFT.</li> <li>• Demonstrate the effectiveness of various projects taken up in livelihood and skill development under DMFT on the lives of the mining affected communities through various communication mediums.</li> <li>• Prepare documentation of success stories, lessons learnt and impact at periodic intervals.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT</li> </ul>
4	Senior Project Officer – Health Care and Hospital Administration (One)	<ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Public Health/Hospital Administration/ Development Studies/Social Studies, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 5 years total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ projects related to healthcare for Central Government / State Governments / District Administrations / Multi-Lateral / International Organizations / reputed NGOs</li> </ul>	<p>The following are the proposed key Roles and Responsibility for Health Care and Hospital Administration Sector:</p> <ul style="list-style-type: none"> <li>• Carry out diagnostic study to understand the socio-economic conditions in mining affected villages and analyse the impact (or deficit) of existing government schemes/ projects in purview of healthcare sector.</li> <li>• Conduct participatory planning and need assessment exercise in the mining affected villages in the district for healthcare facilities.</li> <li>• Suggest effective measures for service delivery of maternal and childcare schemes.</li> <li>• Evaluate healthcare projects submitted by different stakeholders to be taken up under DMFT.</li> <li>• Converge with various healthcare institutes to improve effectiveness of interventions in the district.</li> <li>• Oversee the implementation of the approved healthcare projects through regular field visits and raise flags at appropriate levels in case of potential delays or cost over-runs.</li> <li>• Undertake action-research to discover more appropriate ways of doing things under the DMFT.</li> </ul>

			<ul style="list-style-type: none"> <li>• Demonstrate the effectiveness of various projects taken up in healthcare sector under DMFT on the lives of the mining affected communities through various communication mediums.</li> <li>• Prepare documentation of success stories, lessons learnt and impact at periodic intervals.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT</li> </ul>
5	Senior Project Officer – Education (One)	<ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Development Studies/ Practice, Education, Social Work, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 5 years of total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of government schemes/ project related to Education interventions for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> </ul>	<p>The following are the proposed key Roles and Responsibility for Health Care and Hospital Administration Sector:</p> <ul style="list-style-type: none"> <li>• Carry out diagnostic study to understand the socio-economic conditions in mining affected villages and analyse the impact (or deficit) of existing government schemes/ projects in purview of education sector.</li> <li>• Conduct participatory planning and need assessment exercise in the mining affected villages in the district for education institutes and current facilities.</li> <li>• Suggest modern provision for digital learning, Computer aided learning, interactive Teaching-Learning tools etc.</li> <li>• Liaison for institutional strengthening of DIET/BRC/CRC etc.</li> <li>• Evaluate Education projects submitted by different stakeholders to be taken up under DMFT.</li> <li>• Converge with various educational institutes and bodies to improve effectiveness of interventions in the district.</li> <li>• Oversee the implementation of the approved Education projects through regular field visits and raise flags at appropriate levels in case of potential delays or cost over-runs.</li> <li>• Undertake action-research to discover more appropriate ways of doing things under the DMFT.</li> <li>• Demonstrate the effectiveness of various projects taken up in Education sector under DMFT on the lives of the mining affected communities through various communication mediums.</li> </ul>

			<ul style="list-style-type: none"> <li>• Prepare documentation of success stories, lessons learnt and impact at periodic intervals.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT</li> </ul>
6	Senior Project Officer – Sanitation & waste management	<ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution</li> <li>• Minimum of 5 years of total work experience related to project management in private/ public/ non-for-profit sector</li> <li>• Minimum of 3 years of experience in implementation of large-scale IEC programmes in sanitation, WASH &amp; allied projects for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> </ul>	<p>The following are the proposed key Roles and Responsibility for Sanitation &amp; waste management Sector:</p> <ul style="list-style-type: none"> <li>• Developing strategies and policies for waste collection, disposal and recycling.</li> <li>• Ensure compliance with current legislation in the transportation, handling and disposal of waste.</li> <li>• Facilitate capacity building programmes and behavioural changing activities or various stakeholders of the district.</li> <li>• Evaluate projects submitted by different stakeholders under Sanitation to be taken up under DMFT.</li> <li>• Converge with various lines to improve effectiveness of interventions on the community.</li> <li>• Oversee the implementation of the approved Sanitation projects through regular field visits and raise flags at appropriate levels in case of potential delays or cost over-runs.</li> <li>• Undertake action-research to discover more appropriate ways of doing things under the DMFT.</li> <li>• Demonstrate the effectiveness of various projects taken up under DMFT on the lives of the mining affected communities through various communication mediums.</li> <li>• Prepare documentation of success stories, lessons learnt and impact at periodic intervals.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT</li> </ul>
7	Senior Project Officer – Finance and Procurement (One)	<ul style="list-style-type: none"> <li>• Master’s Degree (or equivalent) in Management, Finance, Commerce, Accounting, or related</li> </ul>	<ul style="list-style-type: none"> <li>• Support to maintain day to daybook of accounts, records, ledgers, and relevant documents</li> </ul>



		<p>field(s) from a recognized University/ Institution</p> <ul style="list-style-type: none"> <li>• Minimum of 5 years of total work experience in accounting, auditing and financial management in Government/ Development Sector/ reputed NGOs</li> <li>• Familiarity with Government of Jharkhand / India accounting standards/ procurement norms, practices and requirements</li> <li>• Proficient in GeM, Tally, e tender, PFMS or similar software packages</li> </ul>	<ul style="list-style-type: none"> <li>• Support to process bills and vouchers for release of funds to the implementing agencies.</li> <li>• Prepare and submit annual budget statement and financial reports.</li> <li>• Support to comply with all statutory and legal requirements of the DMFT in a timely manner.</li> <li>• Support to comply with all auditory requirements of the DMFT in a timely manner.</li> <li>• Liaison with the bank on various issues and support to prepare bank reconciliation statements.</li> <li>• Follow up with Departments for timely submission of Accounts and Utilization Certificates (UCs).</li> <li>• Inspect accounts of implementing agencies periodically and ensure that the books of accounts are maintained properly.</li> <li>• Support to maintain appropriate records for all fixed assets of DMFT</li> <li>• Support to process salaries and reimbursement claims of staff of DMFT.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT.</li> </ul>
8	Project Officer – Urban Planner-cum-Architect (One)	<ul style="list-style-type: none"> <li>• B. E/ B.Tech in Civil Engineering/ B.Arch./Urban development from a recognized University/ Institution</li> <li>• Minimum of 4 years of total work experience related to design, estimation, execution and supervision of civil engineering projects, town planning, land use planning.</li> <li>• Minimum of 2 years of experience in implementation of government schemes/ project related to Urban development/ Urban Planning interventions for Central Government/ State Governments/ District Administrations/ Multi-</li> </ul>	<p>The following are the proposed key Roles and Responsibility for Physical Infrastructure Sector:</p> <ul style="list-style-type: none"> <li>• Provide support to the Line Department in concept design of critical infrastructure projects.</li> <li>• Study drawings and estimates of projects submitted by various line departments for approval under the District Mineral Foundation Trust (DMFT).</li> <li>• Propose alterations and revisions required, if any.</li> <li>• Supervise various construction activities taken up under DMFT through regular field visits and raise flags at appropriate levels in case of potential delays, quality issues or cost over-runs.</li> <li>• Support to monitor the construction of project is following the drawings and estimates approved.</li> </ul>

		<p>Lateral/ International Organizations/ reputed NGOs</p> <ul style="list-style-type: none"> <li>• Proficient in Auto CAD or similar software packages</li> </ul>	<ul style="list-style-type: none"> <li>• Support to assess value of works done and assist DMFT in clearing bills/ vouchers for release of funds to the implementing agency.</li> <li>• Any other duties as may be assigned</li> <li>• Report to the Team Leader, PMU DMFT.</li> </ul>
9	Project Officer – Information Technology (One)	<ul style="list-style-type: none"> <li>• BCA/ B.Sc./ B.E /B.Tech in Computer Engineering, Information Technology or related field(s) from a recognized University/ Institution</li> <li>• Minimum of 4 years of total work experience in software development, website development, application development, coding for Private Sector/ Government/ Development Sector/ reputed NGOs</li> <li>• Minimum of 2 years of experience in IT related projects for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Proficient in Java, HTML, XML or similar software packages</li> </ul>	<ul style="list-style-type: none"> <li>• Provide support in website development and management.</li> <li>• Design reporting formats for daily reports, weekly reports, tour reports.</li> <li>• Provide support in developing app-based monitoring and evaluation of ongoing schemes or other purposes under DMFT.</li> <li>• Maintain and update geo-tagging and updating of schemes under DMFT.</li> <li>• Provide tech support in IT related matters for scheme and admin initiative under DMFT.</li> <li>• Provide suggestions on performance improvement / task management apps for DMFT purposes.</li> <li>• Organising online meetings, workshops, events under DMFT.</li> <li>• Provide training in IT related matters to stakeholders under DMFT.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT</li> </ul>
10	Project Officer – MIS & Documentation (One)	<ul style="list-style-type: none"> <li>• Bachelors/ B.Tech. in Computer Science Engineering, or related field(s) from a recognized University/ Institution</li> <li>• Minimum of 4 years of total work experience in database creation, databased compilation, data cleaning and curation, monitoring and status reports and dashboard, documentations for Private Sector/ Government/ Development Sector/ reputed NGOs</li> </ul>	<ul style="list-style-type: none"> <li>• Data collection/ capturing in digital platforms</li> <li>• Maintain day to day MIS reports</li> <li>• Monitor maintenance of format designing and reporting of different data on daily basis.</li> <li>• Maintain database of previous and ongoing schemes</li> <li>• Maintain database of recommended schemes from line department, public representatives etc or other sources along with their status.</li> <li>• Provide support to the office in handling the mail id and other social accounts of DMFT as per requirement.</li> </ul>

		<ul style="list-style-type: none"> <li>• Minimum of 2 years of experience in similar nature for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs</li> <li>• Proficient in Power Point, Excel, Power BI or similar software packages</li> <li>• Proficiency in Hindi and English typing is desirable</li> </ul>	<ul style="list-style-type: none"> <li>• Provide support to the office in tracking the physical and financial status of ongoing schemes as per requirement.</li> <li>• Provide support in documentation and reporting</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT.s</li> </ul>
11	IT Assistant (Two)	<ul style="list-style-type: none"> <li>• Graduation in any discipline from a recognized University/ Institute.</li> <li>• Minimum 1 year of post - qualification of experience in IT / E-governance related field.</li> <li>• Knowledge of MS Office, Internet, Software Handling. Basic knowledge of LAN/WAN, H/W, Installation etc.</li> <li>• Knowledge of Hindi and English typing is mandatory.</li> <li>• Minimum WPM of 25 in Hindi and 30 in English</li> </ul>	<ul style="list-style-type: none"> <li>• Managing E-Governance, Initiatives programmes, Video Conferencing, Webcasting, online governance monitoring.</li> <li>• Manage data entries from multiple sources within time limits</li> <li>• Draft Letters in Hindi &amp; English.</li> <li>• Any other duties as may be assigned.</li> <li>• Report to the Team Leader, PMU DMFT</li> </ul>

**Key competencies and skills**

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

## 5. Deliverables and Payment Schedule

The assignment shall be for a period of 3-year duration from the date of effectiveness of the Contract.  
The deliverable and payment schedule shall be as follows:

Sr. No.	Milestone	Timeline (where 'T' is the date of signing of Agreement)	Percentage of Fee
1	Inception Report and Plan of Action	T + 30 days	10%
2	Monthly Progress Reports	Monthly	90% (equally divided across 36 payments)
	<b>Total</b>		<b>100%</b>

The monthly invoices should be raised within 10 days after the completion of the previous month by the consultancy firm. It will be paid within 20 days of the submission of the same by the client.

## 6. Reporting arrangements

The PMU will work under the direct supervision of the Deputy Commissioner-cum- Chairman DMFT Dhanbad and Deputy Development Commissioner-cum-Member Secretary, Dhanbad, Government of Jharkhand.



**Section IV:**  
**Technical Proposal Submission Forms**



**Tech 1: Covering Letter**  
(On Bidder's Letter Head)

[Location, Date]

To,  
**Deputy Commissioner-cum- Chairman,**  
**DMFT Dhanbad,**  
**District Collectorate,**  
**Dhanbad, 826001, Jharkhand**

**Subject: Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad [TECHNICAL PROPOSAL]**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No.: \_\_\_\_\_, Dated: \_\_\_\_\_. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this RFP/ ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**Tech 2: Bidder's Organization (General Details)**



S. No.	Description	Full Details
1	<b>Name of the Bidder</b>	
2	<b>Address for communication:</b> Tel: Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</b> Mobile No.: Email id:	
4	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
5	<b>Local office in Jharkhand</b> <b>If Yes, please furnish contact details</b>	Yes / No
6	<b>Bid Processing Fee Details</b> Amount: DD No.: Date: Name of the Bank:	
7	<b>EMD Details</b> Amount: DD/Bank Guarantee No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	Yes
11	Willing to accept all the terms and conditions as specified in the RFP	Yes

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

***Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.***

**Tech 3: Bidders Financial Details**

<b>Financial Information (In INR)</b>				
<b>Details</b>	<b>FY 2019-20</b>	<b>FY 2020 -21</b>	<b>FY 2021-22</b>	<b>Average</b>
Consulting Turnover (in Crores)				
<b>Supporting Documents:</b>				
Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)				
<i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished along with the technical proposal failing which the proposal will be out rightly rejected.</i>				

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [*In full initials with Date and Seal*]: \_\_\_\_\_

Communication Address of the Bidder: \_\_\_\_\_

***Bidders should submit the required supporting documents as mentioned above. Non-submission of required documents as listed above will lead to rejection of the bid.***



**Tech 4: Format for Power of Attorney**  
*(On Bidders Letter Head)*

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organization) in witness where of certify that <Name of person> is authorized to execute the attorney on behalf of <Name of Organization>, <Designation of the person> of the company acting for and on behalf of the company under the authority conferred by the < Notification/ Authority order no.> Dated <date of reference> has signed this Power of attorney at <place> on this day of <day><month>, <year>.

The signatures of <Name of person> in whose favor authority is being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

**(Signature of the Authorized Representative with Date)**

\_\_\_\_\_

CERTIFIED:

**Signature, Name & Designation of person executing attorney:**

*Address of the Bidder:*

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

**Tech 5: Bidders Past Experience Details**

<b>Assignment Name:</b>		<b>Country:</b>
<b>Location within Country:</b>		<b>Professional Staff provided by your Firm / Entity (profiles):</b>
<b>Name of Client:</b>		<b>No of Staff:</b>
<b>Address:</b>		<b>No of Staff-Months:</b>
<b>Start Date:</b>	<b>Completion Date:</b>	<b>Approx. Value of Services (in INR):</b>
<b>Name of Associated Consultants, If Any:</b>		<b>No of Months of Professional Staff Provided by Associated Consultants:</b>
<b>Name of Senior Staff Involved and Corresponding Positions:</b>		
<b>Narrative Description of Project:</b>		
<b>Description of Actual Services Provided by Your Staff:</b>		

**Tech 6: Declaration of Conflict of Interest and Activities**

Are there any activities carried out by your agency which are of conflicting nature as mentioned in **Section III: [Instruction to the Bidder] under Sub-Section 14**. If yes, please furnish details of any such activities.

If no, please certify,

**On Bidders Letter**

I hereby declare that our agency is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section III: [Instruction to the Bidder] under Sub-Section 14**.

I also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory [In full initials with Date and Seal]:**

**Address of the Bidder:**

**Bidders should submit the required supporting Documents as mentioned above. Non-submission of required Documents as listed above will lead to rejection of the bid.**

**Tech 7: Self Declaration on non-Blacklisting**  
*(On Bidders Letter Head)*

[Location, Date]

To,  
Deputy Development Commissioner cum Member Secretary,  
DMFT Office, Development Section,  
Combined Building, Dhanbad – 826001,  
Jharkhand

**Subject: Self Declaration of not been blacklisted in response to the RFP – Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad**

Dear Sir/ Mam,

I/We confirm that our company, \_\_\_\_\_, is having an unblemished past record and has not been declared blacklisted or debarred or ineligible to participate in bidding by any manner whatsoever by any of the Central/ State Government in India or multi-lateral funding agencies on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We further confirm that we are aware that, our proposal for the captioned project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the RFP process or thereafter during the agreement period.

**Authorized Signatory [In full and initials]:** \_\_\_\_\_  
**Name and Designation with Date and Seal:** \_\_\_\_\_

***Bidders should submit the required supporting documents as mentioned above. Non- submission of required documents as listed above will lead to rejection of the bid.***



**Tech 8: Description of Approach, Methodology and Workplan To Undertake the Assignment**

[Technical Approach, Methodology and Work Plan are key components of the Technical Proposal. In this Section, bidder should explain their understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, they should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. The document must be precise and relevant, unnecessarily long documents with repetition of ideas will fetch no additional marks. It is suggested to present the required information divided into following three sections]

**A. Understanding of Assignment and Issues/ Challenges**

**B. Description of Approach, Methodology and Work Plan**

**C. Case study of handling DMFT/ PMKKKY (or similar) PMU**

**Authorized Signatory [In full and initials]:**

**Name and Designation with Date and Seal:**



**Tech 9: Format of Curriculum Vitae (CV) for Proposed Key Professional**

1.	<b>Proposed Position:</b>			
2.	<b>Name of Personnel:</b>			
3.	<b>Date of Birth:</b>			
4.	<b>Nationality:</b>			
5.	<b>Education Qualification:</b>			
<b>Name of Institution</b>		<b>Degree(s) or Diploma(s) obtained:</b>	<b>Year</b>	
6.	<b>Membership in Professional Bodies / Associations</b>			
NA				
7.	<b>Languages</b>			
<b>Language</b>		<b>Speak</b>	<b>Read</b>	<b>Write</b>
8.	<b>Employment Record:</b>			
(Starting with present position, list in reverse order every employment held.)				
<b>I</b>	<b>FROM:</b>		<b>TO:</b>	
	<b>EMPLOYER</b>			
	<b>POSITIONS HELD</b>			
<b>II</b>	<b>FROM:</b>		<b>TO:</b>	
	<b>EMPLOYER</b>			
	<b>POSITIONS HELD</b>			
<b>III</b>	<b>FROM:</b>		<b>TO:</b>	
	<b>EMPLOYER</b>			

<b>POSITIONS HELD</b>	
<b>9.</b>	<b>List of Projects on Which the Personnel has worked</b>
<b>I</b>	<b>Name of Project:</b>
	<b>Name of the Firm worked for:</b>
	<b>Client Name:</b>
	<b>Role performed in the Project:</b>
	<b>Project Start Date:</b>
	<b>Project Completion Date:</b>
	<b>Brief Description of Responsibilities:</b>
<b>II</b>	<b>Name of Project:</b>
	<b>Name of the Firm worked for:</b>
	<b>Client Name:</b>
	<b>Role performed in the Project:</b>
	<b>Project Start Date:</b>
	<b>Project Completion Date:</b>
	<b>Brief Description of Responsibilities:</b>
<b>III</b>	<b>Name of Project:</b>
	<b>Name of the Firm worked for:</b>
	<b>Client Name:</b>
	<b>Role performed in the Project:</b>
	<b>Project Start Date:</b>
	<b>Project Completion Date:</b>
	<b>Brief Description of Responsibilities:</b>

<b>10</b>	<b>Certification</b>
	<b>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</b>
	<b>Date:</b>
	<b>Name:</b>
	<b>Signature:</b>
	<b>Mobile no:</b>
	<b>Email ID:</b>

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

**Date:**

**Signature of Key Professional with Date**

**Authorized Signatory [In full and initials]:**

**Name and Designation with Date and Seal:**

**NB: CV writeup restricted to 3 pages only with quality information relevant to the key professional requirements. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.**



**Section VI:**  
**Financial Proposal Submission Forms**



**Fin 1: Covering Letter**  
(On Bidders Letter Head)

[Location, Date]

To,  
Deputy Commissioner-cum- Chairman,  
DMFT Dhanbad,  
District Collectorate,  
Dhanbad, 826001, Jharkhand

**Subject: Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad [FINANCIAL PROPOSAL]**

Sir,

I, the undersigned, offer to provide the consulting services for \_\_\_\_\_ [Insert title of assignment] in accordance with your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. Our attached Financial Proposal is for the sum of \_\_\_\_\_ [Insert amount(s) in words and figures\*].

The above quoted amount is exclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP Document.

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 of **180 days**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

I remain,

Yours faithfully,

**Authorized Signatory [In full and initials]:**

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

**\* Amount must match with FIN-2 Summary of financial Proposal, FIN-3- Breakdown of Remuneration of Key Professionals, FIN-4- Breakdown of Overhead Expenses**



**Fin 2: Summary of Financial Proposal**

<b>Name of the Assignment:</b>					
<b>Sl.</b>	<b>Fee Particulars</b>	<b>Amount in INR</b>			
<b>A</b>	<b>Remuneration of Key Professionals</b>				
	<b>Description of Manpower</b>	<b>Qty</b>	<b>Monthly Fee (INR)</b>	<b>Annual Fee (INR)</b>	<b>Total Fee (INR)</b>
1	Team Leader	1			
2	Senior Project Officer – Environment & Climate change	1			
3	Senior Project Officer – Livelihood and Skill Development	1			
4	Senior Project Officer – Health Care and Hospital Administration	1			
5	Senior Project Officer – Education	1			
6	Senior Project Officer – Finance & Procurement	1			
7	Senior Project Officer – Sanitation & Waste management	1			
8	Project Officer – Urban Planner-cum-Architect	1			
9	Project Officer – Information Technology	1			
10	Project Officer – MIS & Documentation	1			
11	IT Assistant	2			
<b>B</b>	<b>Total Remuneration of Key Professionals</b>				
<b>C</b>	<b>Overhead</b>				
<b>D</b>	<b>Consulting Fee (B+C)</b>				
<b>Grant Total (INR) (D)</b>					
<b>In Words (excluding GST and other taxes as applicable)</b>					

**NB:**

- Bidders shall submit the financial proposal as per the prescribed format given above in both figures and words and signed by the Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- Taxes will be charged by the successful bidder and paid by the Client as per the applicable rate under GST Act from time to time over and above the bid price (Consultancy Fee).*

**Authorized Signatory [In full and initials]:**

**Name and Designation with Date& Seal:**



**Fin 3: Detail Break-Up of Fee for Key Professionals**

Sl.	Position	Requirement	Name of Key Person/s	Monthly Fee in INR	Yearly Fee in INR	Total Fee for 36 Months (INR)
1	Team Leader	1				
2	Senior Project Officer – Environment & Climate change	1				
3	Senior Project Officer – Livelihood and Skill Development	1				
4	Senior Project Officer – Health Care and Hospital Administration	1				
5	Senior Project Officer – Education	1				
6	Senior Project Officer – Finance & Procurement	1				
7	Senior Project Officer – Sanitation & Waste management	1				
8	Project Officer – Urban Planner-cum-Architect	1				
9	Project Officer – Information Technology	1				
10	Project Officer – MIS & Documentation	1				
11	IT Assistant	2				
<b>Total</b>						
<b>In Words</b>						

**Authorized Signatory [In full and initials]:**

**Name and Designation with Date & Seal:**

**Fin 4: Breakdown of Overhead Expenses Detail Break-Up of Fee for Key Professionals**

Sl	Description	Unit	Quantity	Unit Price in INR	Total Amount in INR
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
<b>Grand Total in INR</b>					
<b>In Words</b>					

**Authorized Signatory [In full and initials]:**

**Name and Designation with Date& Seal:**

**Annexure I: Bid Submission Checklist**

Sr. No.	Description	Submitted (Yes/No)	Page No.
<b>Technical Proposal (Original + 1 Copy)</b>			
1	Filled in Bid Submission Check List (ANNEXURE I)		
2	Covering Letter (TECH 1)		
3	Bid Processing Fee of Rs. 10,000/- in form of DD		
4	EMD of Rs. <u>05,00,000/-</u> in form of DD/ Bank Guarantee		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 FYs (18-19,19-20 & 20-21)		
9	General Details of the Bidder (TECH 2)		
10	Financial details of the bidder (TECH 3) along with all the supportive Documents such as copies of Profit — Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH 4) in favour of the personsigning the bid on behalf of the bidder		
12	List of completed assignments of similar nature (Past Experience Details) (TECH 5) along with the copies of work orders for the respective assignments		
13	Self-Declaration on Potential Conflict of Interest (TECH 6)		
14	Comments and Suggestions (TECH 7)		
15	Description of Approach, Methodology & Work Plan (TECH 8)		
16	CV of Key Professionals (TECH 9)		
17	Work Plan (TECH 10)		
<b>FINANCIAL PROPOSAL (ORIGINAL)</b>			
1	Covering Letter (FIN 1)		
2	Summary of Financial Proposal (FIN 2)		
3	Detail Break-up of Fee of Key Professionals (FIN 3)		
4	Breakdown of Overhead Expenses (FIN 4)		

**Undertaking:**

- *All the information has been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

**Authorized Signatory [In full and initials]:**

**Name and Designation with Date& Seal:**

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**Annexure II: Performance Bank Guarantee Format**

[Location, Date]

To,  
**Deputy Commissioner-cum- Chairman,  
DMFT Dhanbad,  
District Collectorate,  
Dhanbad, 826001, Jharkhand**

WHEREAS ..... (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP no..... dated ..... to undertake the service ..... (Description of services) (herein after called "the contract").

AND WHEREAS it has been stipulated by..... (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum, or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract Documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This performance bank guarantee shall be valid until the .... day of..... (month and year),

Our branch at Dhanbad ..... (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Dhanbad branch a written claim or demand and received by us at our Dhanbad branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....  
**(Signature of the authorized officer of the Bank)**

.....  
**Name and designation of the officer**

.....  
**Seal, name & address of the Bank & Branch**



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*Handwritten signature*