



GOVERNMENT OF JHARKHAND



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

Letter No _____ (DMFT)

CORRIGENDUM

Dated : 14 /07/2023

The changes / clarification in the RFP published vide PR 301593 Dhanbad (23-24) against letter no. 344 DMFT, dated 05/7/2023 for "Selection of Agency for Establishment and Running of Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT), Dhanbad". All the bidders are requested to refer the "Corrigendum / Amended Clause " column" as uploaded in the official website www.dhanbad.nic.in/ / www.DMFTdhanbad.in.

Sl.	Section/Clause No./ Page No.	Content of RFP requiring clarification	Corrigendum/ Amended Clause
1.	Bidder Data sheet Page no. 7	11. Bid Processing Fee (Non-Refundable) 12. Earnest Money Deposit (EMD) (Refundable)	MSME exemption for Bid Processing fee & EMD as per GFR 2017 under rule no. 170.
2.	Section II: Instructions to Bidders 1. Pre-Qualification Criteria Page no. 12	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.	The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services.
3.	Section II: Instructions to Bidders 1. Pre-Qualification Criteria Page no. 12	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 31st March 2023. <ul style="list-style-type: none"> • Minimum Contract value of INR 50 Lakh each • Minimum contract duration of 12 months each 	The bidder should have experience in consultancy for Project Management and must have operated at least 5 Programme Management Units (PMU)/TSU or equivalent for Central Government Ministries & Departments / State Government Departments/ District Administrations/International donor agencies like ADB, World Bank / OECD/ UN agencies/ IMF or similar agencies* recognized and permitted by the government of India for social sector schemes/ projects. Consultancy work/PMU work will be considered only for <ul style="list-style-type: none"> • Minimum Contract value of INR 50 Lakh each • Minimum contract duration of 06 months each <p>*Note: The decision of tender committee would be final in accepting similar agency work for agency other than listed above.</p>
4.	Section II: Instructions to Bidder 9. Evaluation of Proposal Point 2. Technical Evaluation (2 nd Stage) Page no. 17	Experience of the bidder Point 1.1- 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 31st, 2023. 0-5 Years = 0 Marks 2 Marks for each additional year beyond first five, subject to a maximum of 10 marks	The bidder should have a minimum average annual turnover from development consultancy/Advisory of minimum INR 20.00 crores from Indian operations and a positive net worth over the last three FYs. (FY 19-20, FY 20-21 & FY21-22) <ul style="list-style-type: none"> • INR 0-20 Crore: 5 Marks • INR 20-50 Crore: 1 Marks • INR 50-100 Crore: 1 Marks • INR 100-150 Crore: 1 Marks • INR 150-200 Crore: 1 Marks

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			<ul style="list-style-type: none"> • INR >200: 1 Marks <p>1 Mark for each range of Turnover beyond first five, subject to a maximum of 10 marks</p>
5.	<p>Section II: Instructions to Bidder 9. Evaluation of Proposal Point 2. Technical Evaluation (2nd Stage) Page no. 17</p>	<p>Experience of the bidder Point 1.2 - 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.</p> <ul style="list-style-type: none"> • Minimum contract value of INR 50 lakhs each • Minimum contract duration 12 months <p>0-5 PMU= 0 marks</p> <p>2 marks for each PMU, subject to a maximum of 10 marks</p>	<p>Experience of running Minimum 5 PMU or equivalent for Central Government Ministries & Departments/ State Government Departments / PSUs/ District Administrations/ International donor agencies like ADB, World Bank / OECD/ UN agencies/ IMF or similar agencies recognized and permitted by the government of India 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 Projects.</p> <ul style="list-style-type: none"> • Minimum contract value of INR 50 lakhs each • Minimum contract duration 06 months <p>0-5 PMU= 5 marks 6 PMU= 1 marks 7 PMU= 1 marks 8 PMU = 1 marks 9 PMU = 1 marks ≥ 10 PMU = 1 marks</p> <p>1 Mark for each additional year beyond first five, subject to a maximum of 10 marks</p>
6.	<p>Section II: Instructions to Bidder 9. Evaluation of Proposal Point 2. Technical Evaluation (2nd Stage) Sl. No.2.6 Page No. 20</p>	<p>Team Leader (One)</p> <ul style="list-style-type: none"> • Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution • Minimum of 8 years of total work experience related to project management in private/ public/ not-for-profit sector. • 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 • Prior experience in DMF will be preferable 	<p>Team Leader (One)</p> <ul style="list-style-type: none"> • Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution • Minimum of 8 years of total work experience related to project management in private/ public/ not-for-profit sector. • 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 • Experience in Monitoring & Evaluation is preferable • Prior experience in DMF will be preferable
7.	<p>Section II: Instructions to Bidder 9. Evaluation of Proposal Point 2. Technical Evaluation (2nd Stage) Sl. No.2.6 Page No. 20</p>	<p>Senior Project Officer – Sanitation & Waste Management (One)</p> <ul style="list-style-type: none"> • Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution 	<p>Senior Project Officer – Sanitation & Waste Management (One)</p> <ul style="list-style-type: none"> • Master's Degree (or equivalent) in Management, Development Studies/ Practice, Social Work, or related field(s) from a reputed National/ International University/ Institution

		<ul style="list-style-type: none"> • Minimum of 5 years of total work experience related to project management in private/ public/ non-for-profit sector • Minimum of 2 years of experience in implementation of large-scale IEC programmes in sanitation, WASH & allied projects for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs • Expertise in the following sector: • Monitoring and Evaluation 	<ul style="list-style-type: none"> • Minimum of 5 years of total work experience related to project management in private/ public/ non-for-profit sector • Minimum of 2 years of experience in implementation of large-scale IEC programmes in sanitation, WASH & allied projects for Central Government/ State Governments/ District Administrations/ Multi-Lateral/ International Organizations/ reputed NGOs
8.	<p>Section II: Instructions to Bidder 9. Evaluation of Proposal Point 2. Technical Evaluation (2nd Stage) Page No. 22</p>	<p>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.</p> <p>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.</p>	<p>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 in team experience category (1.2). Ongoing assignments will be considered for evaluation only if 06 months of the project period have elapsed.</p> <p>All the team members of the PMU are expected to be deployed full-time for a period of 2 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.</p>
9.	<p>Section II: Instructions to Bidder 11. Performance Bank Guarantee (PBG) Page No. 23</p>	<p>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 "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.</p>	<p>Within 10 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 "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.</p>

10.	Section II: Instructions to Bidder 11. Award of Contract Page No. 23	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.	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 21 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 2 years from the date of effectiveness of the contract. The contract can be extended for one year at a time for maximum 3 years beyond these 2 years based on satisfactory performance. The decision of client on satisfactory performance the extension will be final. A 5% annual hike in fee will be considered after completion of each year on satisfactory performance.
11.	Section II: Instructions to Bidder 20. Governing Law and Penalty Clause Page No. 25	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.	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 @ 0.5% 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.
12.	Section II: Instructions to Bidder 20. Replacement of the Personnel Page No. 26	(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	(A) During team deployment/ start of engagement 1. Due to any unavoidable circumstances, up to 7 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 7 CVs (out of 12) are replaced, a penalty of 0.5% of contract value per submitted CV replaced may be imposed on the selected Agency.

		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.	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 30 days.
13.	Section II: Instructions to Bidder 26. Termination Clause Page No. 28	Termination by the selected Applicant	c. Termination on the part of agency, during contract period would amount to forfeiture of a month contract value from the Performance Bank Guarantee.
14.	Section III: Terms of Reference 5. Deliverables and Payment Schedule Page No. 41	90% (equally divided across 36 payments)	90% (equally divided across 24 payments)
15.	Section IV: Financial Proposal Submission Forms Fin 3: Detail Break-Up of Fee for Key Professionals Page No. 57	Total Fee for 36 Months (INR)	Total Fee for 24 Months (INR)
16.	Annexure I: Bid Submission Checklist Page No. 60	Point 14- Comments and Suggestion (TECH 7) Point 17 – Work Plan (TECH 10)	Self-Declaration on non-Blacklisting (TECH 7) This Annexure is removed.

Please read the aforesaid corrigendum along with the issued RFP document. All other instruction / terms and conditions which are not covered in this Corrigendum, will be as per the original RFP.

Sd/-

Deputy Development Commissioner
-cum Member Secretary
DMFT, Dhanbad

Sd/-


Deputy Commissioner
- cum Chairman,
DMFT Dhanbad

Letter No.: 355 / DMFT

Dated: 14/07/2023

Copy to:

1. Additional District Magistrate (L&O)- cum- Web Manager for information and necessary action to upload the Corrigendum notice in the www.dhanbad.nic.in & www.DMFTdhanbad.in websites.
2. District Public Relation Officer, Dhanbad for information and instruction to publish the corrigendum notice 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