

REQUEST FOR PROPOSAL**(Second – Call)**

**Selection of Consultancy Agency for
Programme Management Unit (PMU) for District Mineral Foundation Trust
(DMFT) Fund in Kondagaon District of Chhattisgarh.**

**District Administration, Kondagaon
Government of Chhattisgarh**

March'2021

DISCLAIMER

This Request for Proposal (**RFP**) is issued by the District administration Kondagaon .The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Bidders, whether verbally or in documentary or any other form by on behalf of the Authority or any of their employees or advisors, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each part who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assumptions, assessments, statements or information contained therein or deemed to form part of this RFP or arising in any way in the Selection process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for service and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. District Administration of Kondagaon, Chhattisgarh shall be the sole and final authority with respect to selection of a Consultant through this RFP.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	District Administration Kondagaon
2.	Method of Selection	Combined Quality and Cost Based Selection (CQCBS)
3.	Availability of RFP Document	https://kondagaon.gov.in/
4.	Date of Issue of RFP	27-03-2021
5.	Deadline for Submission of pre bid Query	30-03-2021 (2 PM)
6.	Pre Bid Meeting	31-03-2021 (4 PM)
7.	Last Date and Time for submission of Bid	05-04-2021 (2 PM)
8.	Date of opening of Technical Proposal	05-04-2021 (4 PM)
9.	Date of Technical Presentation	05-04-2021 (4 PM)
10.	Date of opening of Financial Proposal	05-04-2021 (4 PM)
11.	Bid Processing Fee (Non-Refundable)	1,000/- INR in shape of Banker's Cheque / Demand Draft in favor of “_Collector Kondagaon” drawn in any Scheduled Commercial Bank payable at Kondagaon
12.	Earnest Money Deposit (EMD) (Refundable)	1,00,000/- INR in shape of Banker's Cheque / Demand Draft in favor of “Collector Kondagaon” drawn in any Scheduled Commercial Bank payable at Kondagaon
13.	Address for Submission of Proposal	Address: DMFT Branch, Zila Collectorate Kondagaon, Chhattisgarh - 494226 Telephone No: 9179043336 Email: miningkondagaon@gmail.com

14.	Mode of Submission of Proposal	Mode of Submission: Speed Post / Registered Post only to the address as specified above during office hour only. Submission of bid through other mode and late bid will be rejected.
15.	Place of Opening of Technical Proposal:	Conference Hall of Kondagaon Collectorate

For details on the selection process, please visit: <https://kondagaon.gov.in/>

SECTION: 1**LETTER OF INVITATION**

LETTER OF INVITATION

RFP No: 559

Dated: 25-03-2021

Name of the Assignment: Selection of Consultancy Agency for Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT) Fund in Kondagaon District of Chhattisgarh.

1. **Collector cum District Magistrate Kondagaon**, (The Client) invites sealed proposal from eligible bidders for “**Selection of Consultancy Agency for Programme Management Unit (PMU) for District Mineral Foundation Trust (DMFT) Fund in Kondagaon District of Chhattisgarh**”. More details on the proposed assignment are provided at **Section-3: Terms of Reference** of this RFP Document.
2. A Consultant will be selected under **Combined Quality and Cost Based Selection (CQCBS)** procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department, Government of Chhattisgarh for “**Engagement of Consultants**” circulated by the Finance Department, Government of Chhattisgarh.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a **non-refundable** amount of **Rs. 1,000/- (Rupees One Thousand only)** towards **Bid Processing Fee** and a **Refundable** amount of **Rs. 1, 00,000/- (Rupees One Lakh only)** towards **EMD** in form of **Demand Draft / Banker’s Cheque** in favor of “**Collector Kondagaon**” drawn in any Scheduled Commercial Bank and payable at Kondagaon failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by **Speed post / Registered Post** only. The Client shall not be responsible for postal delay or any consequence. 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 05-04-2021 up to 2 PM and the date of opening of the bid is 05-04-2021 (4 PM) at Conference hall of Kondagaon collectorate in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (**Sl. no.17**). 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 – 1**]
 - b. Information to the Bidder [**Section – 2**]
 - c. Terms of Reference [**Section – 3**]
 - d. Technical Proposal Submission Forms [**Section – 4 (Part – A & B)**]
 - e. Financial Proposal Submission Forms (**Section –5**)
 - f. Annexure (**Section – 6**)

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 document. The Client reserves the right to accept / reject any/all proposals / terminate the entire selection process at any stage without assigning any reason thereof.

SECTION: 2**INFORMATION TO THE BIDDER**

1. Pre-Qualification /Eligibility Criteria:

Bidders must conform to the eligibility criteria given below and to this effect must produce the required supportive documents/information as indicated against each as part of their technical proposal:

Sl. No.	Eligibility Criteria	Supporting Documents Required
1	Single entity legally registered under appropriate authority in India. <i>Consortium or Joint Venture is not allowed.</i> <i>The Bidder must be</i> a Company as registered under Indian Companies Act, 1956 / 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008.	Copy of certificate of Incorporation / Registration of the bidder
2	The bidder should have been in the business of providing consulting services/ technical support to Central / State Government / Autonomous bodies for at least 3 years by the date of Opening of the bid.	
3	The bidder should have an average annual turnover of more than Rs. 15.00 Cr on managing the programs assigned by the client only during the last three financial years(2017-18,2018-19,2019-20) .The bidder should also have annual turnover of more than Rs. 5.00 Cr for every individual year for the last three years (2017-18,2018-19,2019-20) on managing the programs assigned by the client.	Copies of audited balance sheet / Income Expenditure Statement for the last three financial years certifying that the firm had an average annual turnover more than Rs. 15.00 Cr from consulting business/ managing the programme only during the three financial years (TECH A – 3) Copies of audited balance sheet / Income Expenditure Statement for the last three financial years (2017-18,2018-19,2019-20) certifying that the firm had an annual turnover more than Rs. 5.00 Cr from consulting business/ managing the programme only during the three financial years (TECH A – 3)

4	The bidder must have experience of at least 3 “similar projects” (completed or ongoing) of at least 1 year duration with annual contract value of the project being not less than Rs. 50.00 lakh for monitoring and management of major schemes / projects during the last 3 years (2017-18,2018-19,2019-20) (under Central / State Govt. / Autonomous bodies / EAPs)	Copies of Work Orders / Contract Document / Completion Certificate from the previous Clients
5	The bidder should not have been blacklisted by the Central Government / any State Government or their agencies in India.	Self-Declaration by the authorized representative on the bidder's letter held.

NB:

- For this purpose, “similar project” means successful management of Project or Programme Management Unit / State Level Technical Cell / Project Implementation Unit / Central Level Technical Cell / Technical Support Unit funded under any Central / State Govt. Schemes / Externally Aided Projects during the last 3 years (2017-18, 2018-19, 2019-20).

2. Documents to be submitted along with TECHNICAL PROPOSAL (PART-A):

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in original (**Annexure-I**)
- Covering letter (**TECH A – 1**) on bidder's letterhead requesting to participate in the bid process.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- Copy of Certificate of Incorporation/Registration
- Copy of PAN
- Copy of Goods and Services Tax Identification Number (**GSTIN**)
- Copies of IT Return for the last three assessment years (**AY 2017 -18, 2018-19& 2019-20**).
- General Details of the Bidder (**TECH A – 2**)
- Financial Details of the bidder (**TECH A – 3**) along with all supportive documents such as Balance Sheet and Income/Expenditure Statement duly certified and signed as per the instruction.
- Power of Attorney (**TECH A – 4**) in favor of the person signing the bid on behalf of the bidder. In case of a partnership firm, please attach the resolution of the partners regarding nomination of authorized representatives for submission of the bid.
- List of completed/ongoing assignments of similar nature (Past Experience Details, **TECH A – 5**) along with copies of contracts / work orders / completion certificate from previous Clients.
- Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Body / International & National Organization in the recent past.

NB:

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 summary 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 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 certified by the authorized representative. Failure to comply with the RFP requirements will result in outright rejection of the proposal.

3. **Bid Processing Fee:**

The bidder must furnish, as part of technical proposal, the required bid processing fee amounting to **Rs. 1,000/- (Rupees One Thousand Only)** in shape of DD/BC from any Scheduled Commercial Bank in favor of “**Collector Kondagaon**” payable at Kondagaon. Proposals received without bid processing fee will be rejected.

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

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/- (Rupees One Lakh Only)** in shape of DD/BC from any Scheduled Commercial Bank in favor of “**Collector Kondagaon**” payable at Kondagaon. The EMD of unsuccessful bidders shall be refunded within 1 month from the date of award of Contract.

The EMD of the successful bidder will be released only after furnishing the required Performance Bank Guarantee (PBG) and signing of the Contract.

The EMD will be forfeited on account of the following reasons:

- ☐ Bidder withdraws its proposal during the bid validity period as specified in the RFP.
- ☐ Bidder does not respond to requests for clarification of its proposal.
- ☐ 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.
- ☐ If the bidder fails to
 - provide clarifications
 - agree to decisions of the contract negotiation meeting,
 - sign the contract in time,
 - Furnish required Performance Bank Guarantee.
- ☐ 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 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 Meeting:**

A pre-bid meeting will be organized by the Client to address the queries relating to the overall selection process and scope of the work. To this respect, bidders can submit their queries, as per the prescribed format provided at **(Annexure-II)**, to DMF Department through e-mail at miningkondagaon@gmail.com up to 30-03-2021 up to 02 PM from the level of the authorized representative of the bidder only. **Any request for clarification submitted beyond the above deadline will not be entertained during the pre-bid meeting.** The pre- bid meeting will be held on 31-03-2021 at 4 PM in the Conference Hall of Collectorate Kondagaon. Representatives (**maximum up to 2 members from each bidder**) with due authorization letter will be allowed to attend the pre-bid meeting. Clarifications to the submitted queries will be uploaded in the Department website for

Information of the bidders. Any such clarification / corrigendum shall be deemed to be part of this RFP. Request for alternation / change in existing terms and conditions of the RFP will not be considered / entertained.

7. Authentication of Proposal:

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the proposal as per the format **TECH A-4** as provided in the RFP.

8. Submission of Proposal:

Bidder must submit their proposals by **Registered Post / Speed Post** only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be signed by the representative of the bidder, page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected.

The procedure for submission of the proposal is described below:

- i. Technical Proposal (PART – A) (Original) & (PART –B) (Original + 1 Copy + Soft Copy in word format in CD):

The envelope containing technical proposal (Part-A) and (Part-B) shall be SEALED AND SUPERSCRIBED as "Technical Proposal – Programme Management Unit (PMU) for District Mineral Foundation Trust (Project Name)". Two different parts, i.e. Part- A and Part-B should be bound together and furnished inside one envelope. The duly filled-in technical proposal submission forms, soft copy in Word format in CD (Part-B) along with all the supportive documents and information have to be furnished as part of technical proposal as per the requirement.

- ii. Financial Proposal (Original + 1 Copy + Soft Copy in pdf form):

The envelope containing financial proposal shall be SEALED AND SUPERSCRIBED as "Financial Proposal – Programme Management Unit (PMU) for District Mineral Foundation Trust (Project Name)". The duly filled-in financial proposal submission forms should contain the detailed price offer for the proposed assignment and have to be furnished as per the prescribed format only along with soft copy in pdf form in CD as part of financial proposal.

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 (NAME OF THE ASSIGNMENT)**" and it should contain Technical Proposal Part- A and Part - B.

The second envelope must be marked as **“FINANCIAL PROPOSAL (NAME OF THE ASSIGNMENT)”** and it should contain Financial Proposal only. Both the above envelopes have to be sealed and placed inside a third main envelope with proper labeling of following information in bold:

NAME OF THE ASSIGNMENT:
RFP NUMBER AND DATE:
NAME OF THE BIDDER:
DEADLINE FOR SUBMISSION OF BID BID:
ADDRESS OF THE BIDDER:

9. Opening & Evaluation of the proposal :

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Bidder Data Sheet. The Client will constitute a Consultant Evaluation Committee (CEC) 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** of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

10. Evaluation of Proposal:

A three stage process will be adopted as explained below for evaluation of the proposals. :

- **Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposals are in order & complete and the requisite documents have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
 - ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
 - ✓ Covering letter (TECH A – 1) on bidder's letterhead requesting to participate in the selection process.
 - ✓ Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
 - ✓ Copy of Certificate of Incorporation/Registration
 - ✓ Copy of PAN
 - ✓ Copy of Goods and Services Tax Identification Number (GSTIN)
 - ✓ Copies of IT return for the last three assessment years (AY 2017 -18, 2018-19 & 2019-20).
 - ✓ General Details of the Bidder (TECH A – 2)
 - ✓ Financial Details of the bidder (TECH A – 3) along with all supportive documents as applicable duly signed as per the instruction.
 - ✓ Power of Attorney (TECH A – 4) in favor of the person signing the bid on behalf of the bidder.
 - ✓ List of completed assignments of similar nature (Past Experience Details, TECH A – 5) along with copies of contracts / work orders / completion certificate from previous clients.
 - ✓ Undertaking for not having been black-listed by any Central / State Government / Autonomous bodies/ International & National Organization in the recent past.

- ✓ All the pages of the proposal and enclosures are signed or not by the authorized representative

Any deviation from the prescribed procedures/formats/conditions/requirements shall result in outright rejection of the proposal. Bids with conditional offer shall be outrightly rejected. All the pages of the proposal must have to be sealed and signed by the authorized representative of the bidder.

- **Technical Evaluation (2nd Stage):** Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process will be adopted for evaluation of the proposals. The proposals will be evaluated as per the following parameters:

Bid Evaluation Parameters	Evaluation criteria	Maximum Marks
Technical Evaluation		
Past Experience of the Bidder	>= 05 years: 15 marks	20
	>= 07 years: 20 marks	
Working experience with Central/State/ District level government departments and with Bi-lateral and multilateral organizations for social Development projects. Each work should have a value more than 50 Lakhs.	>= 03 Projects :15 marks >=05 Projects :20 marks	20
Average annual turnover for last three financial years (2017-18,2018-19,2019-20)	>=15 Crores : 15 Marks >=20 Crores : 20 Marks	20
Total		60
Technical Presentation		
Understanding of the project and of the social challenges in mining effected areas.		20
Vision of the proposed project plan as well as preparedness for the proposed assignment		20
Total for Technical Presentation		40
Grand Total		100

** Bidders who secure above 40 marks from the total (60 marks) in the technical proposal will be called for technical presentation.*

Bidders will make a presentation before the Client during the technical evaluation stage. The objective of the presentation is to enable the Client to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the Client will also be discussed during the meeting. The financial proposals of the technically qualified bidders will be opened on same day / subsequent working day. Hence, the bidder should make themselves available for the same. **The bidder whose technical proposal secures a score above the minimum qualifying mark of 70 in the technical evaluation stage will be technically qualified for opening of the financial proposal.**

- FINANCIAL EVALUATION (3rd Stage):** The financial proposals of the technically qualified bidders only 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.

11. Evaluation Process:

Combined Quality and Cost Based Selection (CQCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (**S_T**) in accordance to the marks obtained during the technical evaluation stage. There shall be **70 %** weightage to technical score and **30 %** weightage to financial score.

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

S_F = [F_{min} / F_b] * 100 (rounded off to 2 decimal places)

Where,

S_F= Normalized financial score of the bidder under consideration F_{min}=

Minimum financial quote among the technically qualified bidders F_b=

Financial quote of the bidder under consideration

Combined Score (S) = S_T * 0.7 + S_F * 0.3

Where S_T= Technical score secured by the bidder

The bidder securing the highest evaluated **Combined Score (S)** will be awarded the Contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the Consultant including overhead expenses, such as travel, accommodation, logistics, report preparation, printing & other secretarial expenses.

12. Performance Bank Guarantee: (PBG)

Within 7 days of notifying the acceptance of proposal for the award of Contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **10% of the contract value** from a Scheduled Commercial Bank in favor of "**Collector Kondagaon**", as per the format at **Annexure-III**, 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.

13. Contract Negotiation:

Contract Negotiation will be held at a date, time and address as intimated to the selected bidder. The invited 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.

14. 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 notify all other bidders about the result of the selection process. The successful bidder will be asked to sign the Contract after fulfilling all formalities within 7 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 would be valid for **3 Years** from the date of effectiveness of the Contract subject to annual renewal on satisfactory performance. ***Sub-contracting is not allowed under this assignment under any circumstances.***

15. Conflict of Interest:

Conflict of interest exists in the event of conflicting assignments, including implementing, providing consultation, monitoring and evaluation of the same scheme / project at a different level by the eligible bidder; 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.

16. Disclosure:

- a. 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.
- b. 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.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - 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;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

17. Anti-corruption Measure:

- a. 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.
- b. 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 of time, disqualifying it from participating in any related bidding process for the said period

18. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Client shall be written in the **English** language only. 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.

19. 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 are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

20. Proposal Forms:

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the bidder should design a form to hold the required information. *Any deviation to the prescribed format of the RFP results in rejection of the proposal.*

21. Local Conditions:

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

22. Legal Jurisdiction:

If the work is not found satisfactory the service will be terminated by District Collector at any time. No Court proceedings will be eligible and collectors decision will be final.

23. 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 Govt. of India. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty **@ 1% per month** subject to maximum of **10% of the total contract value**. The amount will be deducted from the subsequent payment.

24. 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 anti-fraud 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 acquired in the course of the contract. Any effort by the bidder to influence during the proposal evaluation stage may result in the rejection of the proposal.

25. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through the Kondagaon district administration's 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 proposal.

26. 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. Misrepresentation/improper response/ by the bidder may lead to the disqualification of the bid. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the client reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the selection Process.

27. Copyright, Patents and Other Proprietary Rights:

The Office of Collector cum District Magistrate Kondagaon, Government of Chhattisgarh shall be entitled to all intellectual property and other proprietary rights including but not limited to patent/ copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of 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.

28. Replacement of Key Personnel:

The Program specialists to be deployed under this contract must be dedicated in nature. **No replacement of resources is allowed within the lock in period of 1 Year from the date of effectiveness of the contract.** The Client will not normally consider substitutions during contract period unless both the parties agree that such substitutions unavoidable, and for reasons such as death or medical incapacity which is really beyond the control of bidder. The Client also reserves the right to request the Consultant to replace the deployed key Program specialists / personnel if they are not performing to a level of satisfaction of the Client. After written notification, the Consultant will provide CV of appropriate candidates within fifteen **(15) Days** for review and approval. The Consultant must replace the personnel within fifteen (15) Working days from the date of approval of replacement. If one or more Program specialists become unavailable / leave the project for any reason midway under the contract, the Consultant must notify the Client at least fourteen **(14) days** in advance and obtain the approval prior to making any substitution. In notifying the Client, the Consultant shall provide an explanation of circumstances necessitating the proposed replacement and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within 15 days of departure of original professional. In case of substitution of key personnel, the Client reserves the right to examine / assessment the new personnel proposed to be provided as replacement. **Change in Program specialists within the lock in period will attract a penalty of 10% of the contract value.** Frequent change / Replacement of **specialists** from the consultant's side will lead to imposition of penalty by the Client as per the agreed terms and conditions of the contract. In case there is a gap in replacement of any Professionals/Program Associates, exceeding 15 days, no remuneration will be provided for that period.

29. 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 reserve the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

30. Arbitration:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the District Collector, Kondagaon. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in District court of Kondagaon

31. Disqualification of Proposal:

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

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- 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
- Proposal is not properly sealed or signed
- Any deviation in the technical and financial proposal
- Proposal is not conforming to the requirement of the scope of the work
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- If any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), 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 bid;
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

- Failure to agree with terms and conditions of the RFP
- *The quoted professional fee not within the prescribed limit of the RFP.*
- *Any other condition / situation which holds the paramount interest of the client during the overall selection process.*

SECTION: 3**TERMS OF REFERENCE**

Introduction

Kondagaon has been a beneficiary of the DFMT scheme for over last 5 years. The district receives its DMFT funds from the royalty that the mining companies have pay to the government. Kondagaon till now has received close to 90 crores in the last five years and a total of 230 works have also been sanctioned. Owing to the huge amount of works been taken up and to the multifaceted nature of the works taken under DMFT, the need for an effective management mechanism has been felt by the district administration. Through this Programme management unit, efficient- need based selection of the works, proper monitoring of the ongoing projects and a visionary steering of the DMFT scheme is envisaged.

About DMF

District Mineral Foundations (DMF) is a trust, setup as non-profit body in all districts of Chhattisgarh, to work for the interest and benefit of persons and areas affected by mining related operations. It is funded through the contribution from miners. They derive their legal status from section 9B of Mines and Minerals (Development and Regulation) Act, 2015. This amendment came into force from 12 January 2015.

Need for Convergence

This realization has necessitated the creation of a Programme Management Unit (PMU) for DMF under the collectorate's DMF branch, hereafter called as PMU, at District level. The primary objective of the PMU is to design and ensure convergence of resources in sync with the developmental needs and priorities of the District Administration of Kondagaon. This also includes planning for various programs under implementation needing extra-budgetary resources from DMF. The PMU will also work to converge such extra-budgetary resources through the concerned Administrative Departments to achieve development goals of the district, state and country.

Rationale for Setting-up of a PMU for DMF under the District Administration of Kondagaon

It is evident that the PMU under the district administration of Kondagaon is required to play a crucial role in providing techno-managerial support to the district administration in allocation of available extra-budgetary resources from DMF and other sources to meet the developmental needs and priorities of the district as well as the mining affected areas and people. It is envisaged that such techno-managerial support will inter alia include providing governance related guidance, acting as an interface between Administrative Department / Agency and development agency, suggesting methods for convergence of budgetary and extra- budgetary resources, designing development and welfare schemes, project proposals and implementation mechanism, conducting periodic monitoring and evaluation of programmatic interventions, quality control, ensuring value for money and financial accountability.

The PMU will provide support to the district administration of Kondagaon for allocation of resources for development and welfare schemes as well as project proposals for the mining affected areas and people.

Scope of work for the PMU

The scope of work for the PMU includes the followings.

- Providing techno-managerial support to the district administration of Kondagaon in allocation of available extra- budgetary resources from DMF and other resources available with the district and preparing convergence plan in sync with DMF Rules and in convergence with district's budgetary resources for achieving comprehensive development.
- Providing support to district administration of Kondagaon headed by the Collector and District Magistrate of Kondagaon for efficient and effective allocation of resources for development and welfare schemes for the people of the district, especially in the mining affected areas.
- Providing governance related guidance including preparation of guideline for formulation of Long-Term Perspective Plan, Medium-Term Plan and Annual Action Plan, preparation of guideline for project formulation including DPR preparation, project designing, project implementation, resource utilization and reporting.
- Providing technical support for effective implementation of the aspirational districts programme, data management, project proposal making, etc.
- Provide domain expertise in sectors such as education, livelihoods, agriculture, health, etc., bring-in fresh innovative ideas, collating best practices from other states, preparing project proposals, etc.
- Compliance to the requirements of the regulatory authorities- statutory and administrative.
- Providing strategic direction and ideas for innovation for effective utilization of DMF and other funds available with the district administration for comprehensive development of people, especially in the mining affected areas.
- Acting as an interface between Administrative (Line) Departments and development agencies at the District level for facilitating and expediting field level implementation.
- Providing procurement support to Line Departments / DMF Trust Board in the areas of selection of consulting agencies, procurement of technical equipment, services and goods as and when required.
- Collection and processing of credible data on relevant sectors from District and block level relating to convergence of funds.
- Facilitating generation of periodic reports for concurrent monitoring of the project formulation, project approval and project implementation processes, outputs and outcomes by the higher management.
- Documentation of best practices and creation of a data repository
- Design parameters and framework to assess the performance and to monitor progress of the convergence activities undertaken by different Line Departments
- Conducting periodic monitoring and evaluation of programmatic interventions, quality control, ensuring value for money and financial accountability.
- Facilitate M&E Activities

Set up for PMU at District Level

The PMU shall have a compact structure. It will report directly to the Collector and District magistrate of Kondagaon. The PMU team shall include three domain specialists (one each in Education, Health & Nutrition and Livelihoods) having experience in project planning and management in a leadership position, convergence and of working with government/bilateral/multilateral development agencies or programs/projects funded by external aid agencies on social and economic sector projects/programs.

Additional Resources

Apart from these positions, as and when the need arises, the selected firm will have to provide the district administration with additional Domain experts/ specialists / associates and/or interns. The terms of service, remuneration will be decided post the negotiation by the Collector cum secretary DMFT Kondagaon. Separate EOI/ RFP will **not be** released for this purpose. All the bidders are expected to attach the estimates of the remunerations of the additional resources in the table no: 2(II), FIN- 2 section. The rates mentioned in the Table – 2 (II) will not be considered as parameters while deciding the implementing agency. These rates will be negotiable and the final rates will be decided post the discussion with the district administration.

Pool of Technical Advisors

It is envisaged that a pool of technical advisors from the selected consultancy firm shall provide strategic support to the PMU as and when required. Such technical advisors may be used for setting programme objectives, finding gaps in programme implementation and finally for providing strategic direction to programs/projects as and when required by both the Consultant and the Client. The pool of technical advisors will be used on a draw down basis.

Note: Based on the requirement, the number of professionals and programme associates may increase. The bidder must be willing to provide the required resource(s) as and when required on pro- rata basis.

Initially, the PMU shall run for a minimum period of 2 (two) years contract subject to annual renewal and may be set up by way of outsourcing to any service providing agency of national repute through open bidding process. The PMU shall work under the district administration of Kondagaon and report to the Collector and District Magistrate. The PMU will be provided with office space, furniture, equipment and stationeries by the district administration of Kondagaon. The expenditure to be incurred for functioning of the PMU shall be borne by the district administration of Kondagaon out of its budget under DMF administrative Expenditure or any other fund as it deems fit. The detail terms of reference for the proposed positions at the PMU is provided at **Annexure –IV** of the RFP Document.

Reporting Requirements and Payment Term

The PMU shall submit a Work Plan as required and accordingly submit Quarterly and Yearly Progress Report within the prescribed time frame. The payment to the Consultant will be made on quarterly basis on submission of the quarterly report by the firm and subject to approval of the same by the Authority.

Consultant Monitoring Committee (CMC)

A Consultant Monitoring Committee (CMC) will be constituted by district administration of Kondagaon under the Chairmanship of the District Collector to monitor the activities and deliverables of the PMU for the proposed assignment from time to time. Monitoring in each phase of the assignment will be done by the Committee and comments/suggestions of the Committee should be complied by the Consultant.

Duration of the PMU

Initially the PMU will be operational for a period of two **(2) years** subject to annual review. Based on requirement of the Government this may be extended further. There will be **5 % annual** increase on the contracted fee rates for each professional provided that the annual performance meets the expectations of the Client and subject to availability of resources.

SECTION: 4**TECHNICAL PROPOSAL SUBMISSION FORMS**

TECHNICAL PROPOSAL

(PART – A)

TECH A-1 COVERINGLETTER*(ON BIDDERS
LETTER HEAD)**[Location, Date]***To**

Subject: _____**[TECHNICAL PROPOSAL: PART – A]**

Dear Sir,

I, the undersigned, offer to participate in the selection process for _____ In accordance with your Request for Proposal No.: _____, dated _____. I'm hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I, hereby declare that all the information and statements made in this Technical Proposal and Financial Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. 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 the validity of the bid.

I hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provisions of this RFP are found violated, then the district administration of Kondagaon shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the full said earnest money deposit absolutely.

I remain,

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of the Bidder: _____

TECH A-2
Bidder's Organization (General Details)

SI No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Chhattisgarh If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: BC/DD No. : Date: Name of the Bank:	
7	EMD Details Amount : BC/DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out the assignment as per the stipulated 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: _____

TECH A -3**Bidder Organization (Financial Details)**

Financial Information in INR			
Details	FY _____	FY _____	FY _____
Turnover from Similar Programmes/ Business only (in Cr.)			
<p>Supporting Documents:</p> <p>Audited certified financial statements for the last three FYs.(2017-18,2018-19,2019-20 (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)</p> <p><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 in original along with the technical proposal failing which the proposal will be outrightly rejected. No scanned copy will be entertained.</i></p>			

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: _____

[NB: No Scanned Signature will be entertained]

TECH A-4**FORMAT FOR POWER OF ATTORNEY**

(To be provided in original on Bidder Letter Head as part of the Technical Proposal on Stamp Paper of value required under law duly signed by the competent authority of the bidder)

Dated: _____

POWER OF ATTORNEY**To Whom It May Concern**

Know all men by these presents, we _____ (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Name and Designation), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of contract under [Name of the Assignment] involving the deliverables as per agreement with _____, vide Request of Proposal (RFP) Document dated _____, issued by District Administration of Kondagaon including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by the tender inviting authority or any representing us in all matters before the tender inviting authority and generally dealing in all matters in connection with our Proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For: _____

(Signature of the Authorized Representative with Date)

ACCEPT:

Signature, Name & Designation of person executing attorney:

NB:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

TECH A- 5

(BIDDER'S PAST EXPERIENCE DETAILS)**Table -1 (Lists of completed/ongoing Assignments of similar nature during last 3 years, (2017-18, 2018-19, 2019-20))**

Sl. No.	Period	Assignment and Duration	Name of the Client	*Contract Value (in INR) and Duration in Month	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

*[*Contract value more than 50.00 Lakh and Duration more than 1 Year]*

Note: Bidders are requested to furnish the list of the assignments undertaken/ completed during the last 3 **Financial Years** ((2017-18,2018-19,2019-20))having contract value more than 50.00 Lakh each and duration more than 1 year each as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Assignments of similar nature means operation of Project or Programme Management Unit / State Level Technical Cell / Project Implementation Unit / Central Level Technical Cell / Technical Support Unit funded under Central/State/Local Govt. Schemes / Externally Aided Projects.

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

Communication Address of the Bidder: _____

TECHNICAL PROPOSAL**(PART – B)**

TECHB -1 COVERINGLETTER**(On Bidder's Letter Head)***[Location, Date]*

To

Subject:

[TECHNICAL PROPOSAL: PART - B]

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal. I hereby submitting 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 are found deviated, then your department shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that I have the authority to submit the proposal and to clarify any details on its behalf. I understand that 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 B -2
BIDDER ORGANISATION
(Brief Profile)

[Provide here a brief description regarding professional background of the organization]

Authorized Signatory *[In full and initials]*:

Name and Designation with Date and Seal:

[NB: Bidder needs to restrict the above information within 3-5 pages only]

TECH B - 3 (I)**Bidder's Past Experience****Table -1**

(Lists of Assignments of similar nature during last 3 years ((2017-18, 2018-19, 2019-20))

Sl. No.	Period	Assignment and Duration	Name of the Client	Contract Value (in INR) and Duration in Month	Date of Award / Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

NB:

- *Bidders are requested to furnish the information up to 5 best projects only under Table- 1. Projects having contract value > Rs. 50.00 Lakh and duration of more than 1 year during the last 3 years ((2017-18, 2018-19, 2019-20) will be taken into consideration for evaluation. Copies of Work Order / Contract Document / Completion Certificate for the respective assignments need to be furnished along with the technical proposal failing which the assignment will not be taken into consideration for evaluation purpose.*
- *Assignments of "similar nature" means operation and management of Project or Programme Management Unit/ State Level Technical Cell / Project Implementation Unit / Central Level Technical Cell / Technical Support Unit funded under Central/State/Local Govt. Schemes / Externally Aided Projects*

Authorized Signatory [In full and initials]:

Name and Designation with Date and Seal: _____

TECH B -3(II)**Bidder Experience**

[Using the format below, provide information on each assignment for which your organization was legally contracted as **single entity** for carrying out consulting services similar to the ones requested under this assignment during last **three years** (2017-18,2018-19,2019-20)]

Assignment name:	Value of the contract (in INR):
Location:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	
Start date (month/year): Completion date (month/year):	No. of professional staff-months deployed with details:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

[NB: Bidders are requested to provide the details about the lists of assignments as provided in Table -1 of TECH B - 3 (I) respectively]

TECH B -4**Comments and Suggestions of the Consultant on the Terms of Reference / Scope of Work and Counterpart Staff and Facilities to be provided by the Client****A: On the Terms of Reference / Scope of Work:**

[Present and justify here any modifications to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your technical proposal.]

B: On Input and Facilities to be provide by the Client:

[Comment here on inputs and facilities to be provided by the Client according to Information to the Consultant and Scope of Work]

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

TECH B -5

DESCRIPTION OF APPROACH, METHODOLOGY STATEMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his 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, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

a. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

b. Description of Approach and Methodology:

c. Project Management Plan for the Client:

*d. **Staff Deployment Strategy:***

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

NB: Bidders are requested to furnish the above information limiting it up to 5-7 pages only with Arial Font Size-10 and 1.5 spacing.

TECH B - 6

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. *Proposed Position:*

[For each position of key professional separate form Tech B-6 will be prepared]

2. *Name of Firm:*

3. **Name of Staff:**

4. **Date of Birth:**

5. **Years with Firm:**

6. **Nationality:**

7. **Education:**

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

8. *Membership in Professional Associations:*

9. **Other Trainings:**

10. **Countries of Work Experience:**

11. **Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. *Employment Record:*

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

From [Year]	To [Year]
Employer Name:	
Position Held:	
Details of the Task Assigned <i>[List all tasks to be performed under this Assignment/job]</i>	

13. Work Undertaken that Best Illustrates Capability to Handle the Specific Tasks Assigned

[Among the Assignment / jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

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 write-up should be restricted to 3 pages only with quality information relevant to key professional requirements.

TECH B -7**Team Composition and Task Assignment****Proposed PMU specialists**

Sl. No.	Name of Key Professional / specialists	Position Assigned	Task assigned

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Proposed Pool of Technical Advisors from the Bidder:

Apart from the above positions, the PMU is expected to have a pool of technical advisors available on need basis that the Core team has access to. This pool is expected to add to the Bidders' experience and oversight. Bidders are expected to provide a summary (as per table given below) and CVs of the proposed resources for this shared support.

<i>SI No.</i>	<i>Position</i>	<i>Name of the Expert</i>	<i>Summary of Qualification</i>	<i>Summary of Experience</i>
Theme 1: Strategic Management & Innovation				
1.	Social Enterprise and Innovation			
2	Knowledge Management and Publicity			
3	Strategic Management			
4	Public Private Partnership			
Theme 2: Livelihood				
1	Animal Resources Development			
2	Fisheries			
3	Horticulture			
4	Forestry & NTFP			
5	Market Access			
6	Agri Business and Value Chain Development			
Theme 3: Social Development				
1	Public Health			
2	Social Welfare of Aged & Disabled People			
3	WASH			
4	Education			
5	Health & Nutrition			
6	Women & Child Development			
7	Entitlement			
Theme 4: Environment Development				
1	Environment and Pollution Management			
2	Solid Waste Management			

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION: 5**FINANCIAL PROPOSAL SUBMISSION FORMS**

FIN-1
COVERING LETTER
(In Bidder's Letter Head)

[Location, Date]

To

Subject:_____

[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]***. This amount is inclusive 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 the one indicated in Fin-2 (Table-1).*

FIN-2

SUMMARY OF FINANCIAL PROPOSAL**[TABLE – 1]**

Sl. No.	Fee Particulars	Amount in INR
Consultancy Support Charges		
A	Remuneration of Key Professionals and Resources Pool [per year] <i>Detail Break up to be provided at [TABLE – 2]</i>	
B	Service Charges [per year] in ____ %	
C.	Total (A+B) per year	
D.	GST @ _____ of C	
Grand Total (C+D)		
In Words		

NB:

- 1. Total cost inclusive of taxes will be taken for the evaluation purpose. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the Consultant including administration and operational expenditures.**
- 2. The PMU will be provided with office space, furniture, equipments and stationeries by the _____. The expenditure towards TAs of Specialists / Associates and Misc. Expenditures to be incurred for functioning of the PMU shall be borne by the _____ Department out of its budget under Programme Expenditure.**

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

TABLE -2

DETAIL BREAK-UP OF FEE OF PROFESSIONALS / PROGRAM ASSOCIATES

TABLE -2(I)

For the members of the Program management unit (PMU)

Sl. No.	Position	Name of the Professional	Requirement	Monthly Fee in INR	Total in INR per Year
A. District level PMU					
1	Livelihoods Specialist		1		
2	Education Specialist		1		
3	Health & Nutrition Specialist		1		
Sub Total (A)					
B. Professional Fee towards Deployment of Pool of Technical Advisors for maximum of 200 days per year			Lump sum		
Total (A+B)					

TABLE -2(II)

For the Additional resources as and when required for the Program management unit (PMU)

Sl. No.	Position	No of position for estimates	Monthly Fee in INR	Total in INR per Year
1	Domain experts	1		
2	Domain Specialist	1		
3	Domain associates	1		
4	Interns	1		
Total				

NB: The rates mentioned in the Table – 2 (II) will not be considered as parameters while deciding the implementing agency. These rates will be negotiable and the final rates will be decided post the discussion with the district administration.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

SECTION - 6**ANNEXURE**

Annexure – I**BID SUBMISSION CHECK LIST**

Sl.no	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
(PART – A)(ORIGINAL)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH A -1)		
3	Bid Processing Fee of Rs.1,000/- in form of DD/ BC		
4	EMD of Rs.1,00,000/- in form of DD/BC		
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 AYs (17-18, 18-19& 19-20)		
9	General Details of the Bidder (TECH A - 2)		
10	Financial details of the bidder (TECH A - 3) along with all the supportive documents such as copies of Income-Expenditure Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH A - 4) in favor of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH A - 5) along with the copies of work orders / contract paper for the respective assignments		
13	Undertaking for not have been black-listed by any Central / State Govt. /any Autonomous bodies during its business career.		
(PART – B) (ORIGINAL +1 COPY+ SOFT COPY IN CD IN WORD FORMAT)			
1	Covering Letter (TECH B -I)		
2	Bidder Organization (TECH B -2)		
3	Bidder Experience (TECH B - 3)		
4	Comments and Suggestions (TECH B –4)		
5	Description of Approach, Methodology & Work Plan (TECH B –5)		
6	CV of Key Professionals (TECH B –6)		
7	Team Composition and Task Assignment (TECH B –7)		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY + SOFT COPY IN PDF FORMAT)			
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		

Undertaking:

- *All the information have 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 of the bidder.*

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

Name and Designation with Date and Seal: _____

Annexure – II**FORMAT FOR SUBMISSION OF PRE-BID QUERY**

- The bidders will have to ensure that their queries in soft copy for the pre-bid meeting should reach to DMF Department through email at miningkondagaon@gmail.com latest by **Dt. _____ up to PM** as per the prescribed format only as mentioned below.

S. No.	RFP Document [Section & Page Number]	Content of RFP requiring Clarification(s)	Clarification Requested
1.			
2.			
3.			
4.			
5.			
6.			

- Any other form of submission will not be entertained.
- The Client shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time as per the Instruction sheet of the RFP shall not be entertained by the Client.
- The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- The Client will endeavor to provide timely response to the queries by uploading in website. No individual response to be given. However, the client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been proposed by the bidders.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – III**PERFORMANCE BANK GUARANTEE FORMAT****To,**

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 declare 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 _____, 20____

Our branch at _____ (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 _____ branch a written claim or demand and received by us at our .Bhubaneswar 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

Annexure IV**Terms of Reference for Proposed Positions at PMU
under DMF**

Sl.no	Post Name	Qualification	Experience	No of Positions
1	Health & Nutrition Specialist	Masters/PGDM in Social Sciences/ Management/Public health from a recognized and reputed institution or a professional Bachelor's like MBBS/Engineering	Minimum 5 years of post-qualification experience with Bachelor's (OR) Minimum 3 years of post-qualification experience with Master's/PGDM. Experience in undertaking social and community development/skill development projects/ programs/ initiatives under Central / State / EAPs. Extensive experience of working with communities and community based organizations on implementation of various social development projects / skill development programs / Innovations will have preference.	1
2	Education specialist	Masters/PGDM in Social Sciences/Education/Management from a recognized and reputed institution or a professional Bachelor's like MBBS/Engineering	Minimum 5 years of post-qualification experience with Bachelor's (OR) Minimum 3 years of post-qualification experience with Master's/PGDM. Experience in undertaking social and community development/skill development projects/ programs/ initiatives under Central / State / EAPs. Extensive experience of working with communities and community based organizations on implementation of various social development projects / skill development programs / Innovations will have preference.	1

3. Livelihoods specialist	Masters/PGDM in Social Sciences/Livelihood/ Management from a recognized and reputed institution or a professional Bachelor's like MBBS/Engineering	Minimum 5 years of post-qualification experience With Bachelor's (OR) Minimum 3 years of post- qualification experience with Master's/PGDM. Experience in undertaking social and community development/skill development projects/ programs/ initiatives under Central / State / EAPs. Extensive experience of working with communities and community based organizations on implementation of various social development projects / skill development programs / Innovations will have preference.	1
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