



**DEPARTMENT OF MINES AND GEOLOGY, JHARKHAND**

Third Floor, Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand- 834002,  
Tele – 0651-2490235

RFP No: DMG/RFP/04/2022-23 (Re-Tender FY 2023-24)

Dated: 27.04.2023

**Government of Jharkhand**

**Request for Proposal (RFP)**

**for**

**Selection of Management Consultant for Strategic Support to the Directorates of Mines & Geology under Department of Mines & Geology, Government of Jharkhand**

**Cost of document: INR Ten Thousand only (Rs. 10,000/- Non-Refundable) per Bid application** towards the cost of Bid document.

Note: - The bidder shall deposit the tender document fee of Rs. 10,000/- (Rupee Ten Thousand) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand.  
(<https://mineralsportal.jharkhand.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>).  
The receipt of online payment of tender document fee should be included in proposal.

# TABLE OF CONTENTS

<b>SECTION-1: NOTICE INVITING TENDER</b> .....	<b>1</b>
<b>SECTION-2: DISCLAIMER</b> .....	<b>3</b>
<b>SECTION-3: ABOUT DEPARTMENT OF MINES AND GEOLOGY, JHARKHAND</b> .....	<b>5</b>
<b>SECTION-4: DEFINITIONS</b> .....	<b>6</b>
<b>SECTION-5: OBJECTIVE AND SCOPE OF WORK</b> .....	<b>7</b>
5.1.    OBJECTIVE .....	7
5.2.    SCOPE OF WORK .....	7
5.3.    SUPPORT BY DMG, JHARKHAND.....	15
5.4.    DELIVERABLES OF MANAGEMENT CONSULTANTS (MC).....	15
<b>SECTION-6: PRE-QUALIFYING CRITERIA</b> .....	<b>16</b>
6.1.    PRE-QUALIFYING CRITERIA .....	16
<b>SECTION-7: INSTRUCTIONS TO BIDDERS</b> .....	<b>18</b>
7.1.    INTRODUCTION.....	18
7.2.    GENERAL TERMS AND CONDITIONS.....	18
7.3.    MANNER OF PREPARATION OF BID PROPOSAL: - .....	22
7.4.    TECHNICAL PROPOSAL.....	22
7.5.    FINANCIAL PROPOSAL.....	24
7.6.    SUBMISSION, RECEIPT AND OPENING OF PROPOSALS .....	24
<b>SECTION-8: EVALUATION</b> .....	<b>26</b>
8.1.    RESPONSIVE CHECK .....	26
8.2.    PROPOSAL EVALUATION.....	26
<b>SECTION-9: OTHER TERMS AND CONDITIONS</b> .....	<b>34</b>
9.1.    CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT.....	34
9.2.    DURATION OF ASSIGNMENT.....	34
9.3.    PERFORMANCE SECURITY.....	35
9.4.    MISCELLANEOUS INFORMATION .....	35
9.5.    KEY PERSONNEL .....	35
9.6.    PAYMENT TERMS .....	36
9.7.    LIMITATION OF LIABILITY .....	36

9.8.	PROVIDING SERVICES / SUPPORT .....	36
9.9.	PENALTIES FOR NON-PERFORMANCE .....	37
9.10.	TERMINATION OF CONTRACT .....	38
9.11.	TERMINATION BY EMPLOYER: .....	38
9.12.	TERMINATION OF CONTRACT BY THE MC .....	38
9.13.	CESSATION OF RIGHTS AND OBLIGATIONS .....	39
9.14.	CESSATION OF SERVICES.....	39
9.15.	PAYMENT UPON TERMINATION: .....	39
9.16.	SETTLEMENT OF DISPUTES .....	39
9.17.	FORFEITURE OF EMD .....	40
9.18.	INDEMNIFICATION .....	40
9.19.	PURCHASE/DOWNLOADING OF BID DOCUMENT .....	41
9.20.	OTHER TERMS AND CONDITION .....	41
<b>SECTION-10:</b>	<b>TECHNICAL PROPOSAL .....</b>	<b>43</b>
	FORM TECH - 1.....	43
	FORM TECH – 2 .....	44
	FORM TECH - 3.....	46
	FORM TECH - 4.....	47
	FORM TECH - 5.....	48
<b>SECTION-11:</b>	<b>FINANCIAL PROPOSAL.....</b>	<b>50</b>
	FORM FIN – 1 .....	50
<b>SECTION – 12:</b>	<b>ANNEXURES .....</b>	<b>52</b>
	ANNEXURE – A: BID SECURITY FORM .....	52
	ANNEXURE – B: CHECKLIST .....	54
	ANNEXURE – C: PERFORMANCE SECURITY FORM.....	56
	ANNEXURE – D: POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY .....	58
	ANNEXURE – E - FORMAT OF INTEGRITY PACT .....	60

## **SECTION-1: NOTICE INVITING TENDER**

### **GOVERNMENT OF JHARKHAND DEPARTMENT OF MINES & GEOLOGY DIRECTORATE OF MINES**

Owing to the non-fulfillment of minimum number of responsive bids to RFP issued by DMG (reference: RFP No.: DMG/RFP/04/2022-23 dated 06.01.2023) for appointment of management consultant for strategic support to Directorates of Mines and Geology, Department of Mines & Geology, Government of Jharkhand the tender floated through RFP No: DMG/RFP/04/2022-23 dated 06.01.2023 is to be considered annulled.

Now **fresh RFP** issued by DMG (reference: RFP No.: DMG/RFP/04/2022-23 (Re-Tender FY 2023-24) dated 27.04.2023) for appointment of management consultant for strategic support to Directorates of Mines and Geology, Department of Mines & Geology, Government of Jharkhand this NIT is being issued.

The Tender document is available on Department of Mines & Geology, Jharkhand's website <https://www.jharkhand.gov.in/mines>, <https://minerals.jharkhand.gov.in/> and <https://jharkhandtenders.gov.in>

The bidder shall deposit the tender document fee of Rs.10,000/- (Rupee Ten Thousand) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand. (<https://mineralsportal.jharkhand.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>). The receipt of online payment of tender document fee should be included in proposal and bidders are directed to upload the details of payments (with GRN number) in <https://jharkhandtenders.gov.in> portal.

Tenders received after the stipulated date and time will not be entertained. The Bidders proposal shall be opened at 4:00 PM on 19/05/2023. The Bidders can depute their one representative to be present during the bid opening.

The authority reserves the right to cancel the tenders anytime without assigning any reason. Further details can be seen on website: website <https://www.jharkhand.gov.in/mines>, <https://minerals.jharkhand.gov.in/> and <https://jharkhandtenders.gov.in>

Bidders are advised to complete well in advance online enrollment/registration in the portal (<https://jharkhandtenders.gov.in>) for online bid submission by following due process prevalent at that time.

1.	Name of the Work	Request for Proposal (RFP) for Selection of Management Consultant for Strategic Support to the Directorates of Mines & Geology under Department of Mines & Geology, Government of Jharkhand
2.	Mode of submission of bids	Two-part bid submission (online)
3.	Type of tender	Open Tender
4.	Tender Fee (non-refundable)	INR 10,000 (Rupees Ten Thousand only)
	Earnest Money Deposit (EMD) (refundable)	INR 5,00,000 (Rupees Five Lakhs only)
5.	Duration of assignment	2 Year (24 months) with 12 months extensions to be made twice, each dependent upon satisfactory performance of the selected bidder
6.	Date of Publication of Tender on website	27 <sup>th</sup> April, 2023
7.	Last date for submission of pre-bid queries	8 <sup>th</sup> May, 2023 (upto 6:00 PM)
8.	Date of pre-bid meeting	10 <sup>th</sup> May, 2023 (4:00 PM) Venue - Directorate of Mines Office
9.	Last Date/ Time for submission of online bids	18 <sup>th</sup> May, 2023 (upto 4:00 PM)
10.	Last Date/Time for submission of hard copy documents	18 <sup>th</sup> May, 2023 (upto 4:00 PM)
11.	Date and Time of Bid Opening Technical Bid opening	19 <sup>th</sup> May, 2023 (4:00 PM) Venue - Directorate of Mines
12.	Document (hard copy) submission address	Director, Mines, Department of Mines and Geology, Third Floor Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand-834002, Phone-: 0651-2490235.

Further details can be seen on website: <https://www.jharkhand.gov.in/mines>,  
<https://minerals.jharkhand.gov.in/> and <https://jharkhandtenders.gov.in>

Sd/-  
**(Ameet Kumar)**  
Director, Mines  
Department of Mines and Geology  
Government of Jharkhand

## SECTION-2: DISCLAIMER

1. This document is not an agreement or an offer by The Director, Mines, Department of Mines and Geology, Jharkhand to Bidders or any third party. The purpose of this document is to provide interested parties with information to facilitate the formulation of their Proposal for Qualification and Price Bid.
2. This document does not purport to contain all the information each Bidder may require. The Document may not be appropriate for all persons, and it is not possible for The Director, Mines, Department of Mines and Geology, Jharkhand to consider the needs of each party who uses or reads this Document. The concerned parties should conduct their own investigations and analysis and should verify the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources.
3. Neither Department of Mines and Geology, Jharkhand nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
4. Neither Department of Mines and Geology, Jharkhand nor its employees or consultants shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise from or be incurred or suffered in connection with this Document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of Department of Mines and Geology, Jharkhand or its employees, any consultants or otherwise arising in any way from the selection process .
5. The bidder should confirm that the document is complete in all respects. In the event that the Document or any part thereof is mutilated or missing, the Bidder must intimate the Director, Mines, Department of Mines and Geology, Jharkhand immediately at the following address:

**The Director Mines,  
Department of Mines and Geology  
Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand -  
834002, Phone: 0651-2490235**

6. The Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the party to whom it is issued. This Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by the applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this document). In the event that after the issue of the document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this document and the information contained herein must be kept confidential by such party and its professional advisors at all times.
7. Department of Mines and Geology, Jharkhand reserves the right to change, modify, add, alter the Document or cancel the bidding process without assigning any reasons thereof, at any stage during the bidding process. All parties to whom this Document has been issued shall be informed any such change. The Bidders or any third party shall not object to such changes/ modifications/ additions/ alterations explicitly or implicitly or cancellation. Any such object by the bidder shall make the Bidder's proposal liable for rejection by Department of Mines and Geology, Jharkhand. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Department of Mines and Geology, Jharkhand with respect to this Document.
8. The Bidder shall not make any public announcements with respect to this Bidding process or this document. Any public announcements to be made with respect to this bidding process or his Document shall be made exclusively by Department of Mines and Geology, Jharkhand. Any breach by the bidder of this clause shall be deemed to be non-compliance with the terms and conditions of this document and shall render the proposal of qualification liable for rejection. Department of Mines and Geology, Jharkhand decision in this regard shall be final and binding upon the bidder.
9. It is clarified that provisions of clauses 6, 7 and 8 shall not apply to information relating to the document already available in the public domain prior to the issue of this document.
10. The bidder shall bear all costs associated with the preparation and submission of the Technical and Financial Proposals. Department of Mines and Geology, Jharkhand and their consultants shall not, under any circumstances, be responsible or liable for any such costs.

### **SECTION-3: ABOUT DEPARTMENT OF MINES AND GEOLOGY, JHARKHAND**

Jharkhand is a blessed land with the natural gift of immense mineral potential and other natural resources. The state stretches over 79,714 square kilometer geographical areas with 29.61% forest area and owns about 40% of total mineral resources of India. The State occupies 1<sup>st</sup> position in coal reserve, 2<sup>nd</sup> position in Iron ore reserve, 3<sup>rd</sup> position in Copper ore reserve, 7<sup>th</sup> position in Bauxite reserve and is the sole producer of prime coking coal. Limestone, Dolomite, Manganese, Mica, China Clay, Graphite, Soap stone, Fire Clay, Coal Bed Methane, Uranium, Phosphorite, Apatite, Quartz, Feldspar, Gold and Pyroxenite are other important minerals available in huge quantity in the state.

Department of Mines and Geology is one of the important Departments of Government of Jharkhand. It is the administrative Department of the Directorate of Mines and the Directorate of Geology. The main functions and activities of the Department are systematic survey and assessment of the mineral deposits of the State, their exploitation, administration of mines and mineral concession, enforcement measures for prevention of illegal mining and smuggling of minerals and assessment and collection of mining revenue. The Department strives for sustainable development of mineral resources in a scientific and eco- friendly manner; so as to create a conducive environment for industrial growth in the state and to provide employment opportunities.



## SECTION-4: DEFINITIONS

1. "Bidder" means a private or public entity who is interested to provide consultancy services to the DMG as per the stated terms and conditions in this RFP document.
2. "CCO" means Coal Controller Organization, Govt. of India;
3. "Contract" means the Contract signed by the Parties and all the attached documents listed in RFP; that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
4. "Data Sheet" means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.
5. "Government" means the Government of Jharkhand unless otherwise stated.
6. "Instructions to Bidders (ITB)" means the document which provides shortlisted Bidders with all information needed to prepare their Proposals.
7. "DMG" means Department of Mines and Geology, Jharkhand
8. "MC" means Management Consultant.
9. "MDPA" means Mine Development and Production Agreement
10. "Personnel" means qualified persons provided by the MC and assigned to perform the Services or any part thereof.
11. "Proposal" means a technical proposal or a financial proposal, or both.
12. "RFP" means this Request for Proposal.
13. "Services" means the work as mentioned in this document and to be performed pursuant to the Contract.
14. "Standard Electronic" includes facsimile and email transmissions.
15. "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the DMG and the MC, and expected results and deliverables of the assignment.
16. "GoI" stands for Government of India
17. "GoJ" stands for Government of Jharkhand

## **SECTION-5: OBJECTIVE AND SCOPE OF WORK**

### **5.1. OBJECTIVE**

DMG has decided to carry out the process for selection of a Management Consultant (MC) through an open and competitive bidding process in accordance with the RFP Document. The consulting firm will be required to provide Management consultancy Services to DMG at Ranchi manned by dedicated Key Personnel having requisite experience and expertise. In addition to full time experts available at Ranchi, the MC shall ensure successful implementation of the work assigned to the MC's team. The MC's team shall be stationed at Ranchi and work directly under DMG.

### **5.2. SCOPE OF WORK**

#### **5.2.1. TRANSACTION ADVISORY SERVICES FOR AUCTION OF MAJOR MINERAL BLOCKS:**

The MC shall assist DGM on project basis, for auction of major mineral blocks which shall be as inclusive of the following activities. MCTA shall work on the advisory services of auction of major blocks and work is not limited to following only:

- i. 1.4.1 The MC would assess the preparedness of the different major mineral blocks to be auctioned and identify the additional activities that need to be undertaken by the Directorates of Geology and Mining, Jharkhand, as may be required in light of the "The Mines & Minerals (Development and Regulation) Act, 1957, Mineral (Auction) Rules, 2015 and its amendments and Minerals (Evidence of Mineral Contents) Rules, 2015 and its amendments.
- ii. MC shall assist the Directorates of Geology and Mining, Jharkhand in preparation of the information memorandum and other technical data that may be required for launch of auctions.
- iii. MC shall assist the Directorates of Geology and Mining, Jharkhand in undertaking computation and fixation of the reserve price/ floor price, eligibility conditions ,bid security, specified end uses etc. for the purpose of minerals auctions.
- iv. Planning, organizing and conducting Preliminary Stakeholder's Conference with potential bidders and other stakeholders to assess market expectations.
- v. Assistance in appropriate sizing of the mineral blocks for auction based on techno-commercial considerations and market expectations.

- vi. MC shall provide third party consultants/experts/professionals of requisite qualification and experience in technical, legal and other matters as may be necessary for the execution of the assignment.
- vii. MC shall prepare the fresh GSRs (Geological Study Report) as per the latest formats specified in the Mineral (Evidence of Mineral Contents) Rules 2015 and its amendments for the department explored blocks as well as blocks explored by previous lessees/ other blocks as per the data provided. MC shall also prepare pre-feasibility report for each mineral blocks for auctioning for mining lease and composite license as per the requirement of the "Minerals (Evidence of Mineral Contents) Rules, 2015" and its amendments and any other reports which will be required for the auctioning of blocks.
- viii. MC shall undertake preparation of Tender Documents along with necessary auction related documents for the identified mineral block. Apart from detailed Terms& Conditions, the Bid documents should cover minimum following important points:
  - a. Objective.
  - b. Pre-Bid Conference.
  - c. Qualifying requirements.
  - d. Instruction to Bidders for submitting the technical and financial Bid;
  - e. Description of the Technical and Financial Evaluation criteria;
  - f. Formats for submission of Bid by the Bidder;
  - g. Bidding Process Evaluation/Award Schedule
  - h. Design Formats of proposed contract to be signed by the selected Bidder and other Documents required for Bid process management (including any revision as per requirement) till signing of contract with the successful Bidder.
  - i. Identifying Key Performance Areas (KPA's) for monitoring and evaluating the performance of the Bidder including the methodology for monitoring KPA's.
- ix. Compilation of summary of each mineral block and information memorandum of each mineral block being auctioned that are needed as part of the Tender Document.
- x. Preparation of customized format of technical bid containing general instructions,

bid letter, bid security, power of attorney, affidavit etc.

- xi. The MC shall incorporate related details of the e-auction process in the Bid documents in consultation with the selected e-auction platform provider.
- xii. MC shall undertake Submission of Draft Bid Documents covering two stages technical and financial evaluation process for study & approval by Directorates of Geology and Mining, Jharkhand. On approval of the Draft Bid Document, Transaction Advisor will assist in issue of the Notice Inviting Bid for selection of Bidder through press notification in newspapers and website of Directorates of Geology and Mining, Jharkhand. The actual issue of the Notice Inviting Bid will be undertaken by Directorates of Geology and Mining, Jharkhand. The cost of publishing the Notice Inviting Bid will be borne by Directorates of Geology and Mining, Jharkhand.
- xiii. MC shall assist Directorates of Geology and Mining, Jharkhand in conducting pre-bid conference at Directorates of Geology and Mining, Jharkhand or at any other place of India (at the discretion of Directorates of Geology and Mining, Jharkhand) and clarifying the queries received/ raised by potential Bidders and modifying the Bid document in consultation with Directorates of Geology and Mining, Jharkhand if required.
- xiv. MC shall evaluate the Technical Bids, shortlist Technically Qualified Bidders and also arrange presentation of the evaluation report to Directorates of Geology and Mining, Jharkhand after receipt of written approval of Directorates of Geology and Mining, Jharkhand.
- xv. Reserve price estimation of mineral blocks:
  - a. Study of methodology and/or guidelines issued by Central and other state agencies.
  - b. Assist in identifying benchmarks for various minerals for value assessment.
  - c. Finalizing methodology for fixing reserve price for various mineral blocks.
  - d. Determine reserve price for specific mineral blocks, as & when required.
- xvi. MC will co-ordinate with the e-auction platform provider and oversee the conduct of e-auctions based on the evaluation report for Technically Qualified Bidders, as approved by Directorates of Geology and Mining, Jharkhand.
- xvii. After selection of the Preferred Bidder, the MC shall give recommendations to Directorates of Geology and Mining, Jharkhand for the finalization and selection of the Successful Bidder in line with the requirements of the Auction Rules, 2015

and its amendments.

- xviii. The above scope of work is inclusive & not exhaustive and may vary depending on the progress of the work/discussion with the Bidders who have participated in the Bid for auctioning of Mineral Blocks.
- xix. MC will undertake any other works incidental to or related to the auctioning process of mineral blocks.
- xx. Assessment of preparedness of different major mineral blocks to be auctioned and identify additional activities that need to be undertaken by the Directorates of Mining & Geology, Govt. of Jharkhand in light of the "The Mines & Minerals (Development and Regulation) Amendment Act, 2015, Minerals (Auction) Rules, 2015, Minerals (Evidence of Mineral Contents) Rules, 2015 and subsequent amendments.
- xxi. Planning, organizing and conducting preliminary stakeholder's conference with potential bidders and other stakeholders to assess market expectations
- xxii. Assistance in undertaking computation and fixation of reserve price, eligibility criteria, bid security etc. for the purpose of auction of major mineral blocks
- xxiii. Drafting and finalization of tender specific bid documents, NIT based on GoI Model Document for Mineral Auction.
- xxiv. Assistance in drafting recommendations/suggestions on the pre bid queries received by DMG
- xxv. Assist in preparing necessary amendments/corrigendum, if any, in line with the clarifications issued
- xxvi. Assist DMG in evaluation of technical/qualification bids received from bidders based on the pre agreed framework prescribed in the tender
- xxvii. Support to DMG as part of bid evaluation assistance
- xxviii. Coordination with e-auction platform service provider for conduct of e-auction.

#### **5.2.2. ASSISTANCE TOWARDS OPERATIONALIZATION OF COAL BLOCKS AND OTHER MAJOR MINERAL BLOCKS**

- i. Maintain status of statutory clearances for all the coal blocks to be operationalized
- ii. Maintain a log of pending requests, if any, of the Successful Bidder/ Allottee available with the State Government
- iii. Co-ordination with different department of state and central Government and other agencies to resolves the issues pertaining to operationalization of coal blocks, auctioned major and minor mineral blocks.

- iv. Co-ordinate with the Successful Bidder/ Allottee and prepare discussion agendas for meetings with Central and State agencies
- v. Participate in meetings with various departments/ officers for streamlining of approvals for operationalization of coal mines and undertake follow- up activities against the decisions taken in the meetings
- vi. Study of existing practices of granting various statutory approvals (pertaining to development and operationalization of coal mine) by Nodal Agencies
- vii. Identify key issues being faced by the allottee in obtaining approvals as per the existing practices
- viii. Support DMG in formulating suggestions/ recommendations related to modifications in existing practices of granting statutory clearances/ approvals
- ix. Monitoring work related to coal and other mineral blocks in the State and assisting the DGM in meeting the reporting requirements to Central Ministries, State Government and other agencies as per the applicable laws.
- x. Preparation of detailed project tracker for monitoring of each milestone for the department.
- xi. Monitoring of compliance of efficiency parameters of coal blocks and other auctioned major and minor mineral blocks.

**5.2.3. BID PROCESS MANAGEMENT FOR SELECTION OF EXPLORATION AGENCY AND FORMULATION OF EXPLORATION STRATEGY**

**A. BID PROCESS MANAGEMENT FOR SELECTION OF EXPLORATION AGENCY**

- i. Preparation of model bid and contract document for selection of agency for exploration of mineral blocks as may be required
- ii. Bid Process Management for selection of agency for exploration of a particular mineral block including preparation of BOQ (Bill of Quantity), Schedule of exploration and other related activities related to outsourcing of exploration activities
- iii. Draft framework to monitor activities and compliance by selected agency

**B. FORMULATION OF EXPLORATION STRATEGY AS CURRENT NMEP PROPOSALS**

- i. Assessment of future exploration needs considering upcoming mineral auction program
- ii. Identify the key players in each part of value chain and accordingly development of alternative business models
- iii. Assistance in procurement strategy for exploration services as per NMEP

#### **5.2.4. PROGRAM MANAGEMENT SUPPORT FOR MINERAL ADMINISTRATION**

##### **A. MONITORING OF DMF/PMKKKY**

- i. Study and identify reporting and monitoring requirements
- ii. Develop framework for monitoring collection, utilization of DMF/PMKKKY
- iii. Participate in meetings with various officials at State level for streamlining of DMF/PMKKKY management and undertake follow-up activities against the decisions taken in the meetings
- iv. Identification and formulation of projects to be taken by DMFTs under particular districts by assessing the benefit of on-going projects.
- v. Identification in GAP areas covered under the DMFT fund.

##### **B. NMET Management**

- i. Formulating monetary budget proposals for NMET.
- ii. Proposal preparation for NMET related projects and assistance in implementation of the same through different agencies selected by the department.
- iii. Selection of suitable area to be explored through NMET funds.
- iv. Any other work related to NMET or DMF e.g.: Presentation preparation, comparison of rules/regulations with other States, any assistance in amendments of the rules as may be required with the department.
- v. Identification and preparation of proposal for projects of mineral exploration to be taken under NMET fund program.

##### **C. REVENUE AUGMENTATION**

- i. Undertake diagnostic assessment of mineral revenue collection in the State, identification of gap areas and formulation of strategy related to improving revenue of the State
- ii. Review of current rates of Royalty of major or minor minerals
- iii. Develop framework to track and monitor monthly revenue collection vis-à-vis annual targets
- iv. Development of Royalty revision policy and assistance in implementation
- v. To monitor and supervision various taxes and non taxes revenues of the department on periodical basis.
- vi. To suggest additional interventions on mining tax system that enables the department to exploit untapped sources of revenues, which may be lawfully tapped to generate adequate financial resources for achieving the revenue targets
- vii. To put in place an efficient and effective revenue collection and management

system for adherence by all mining revenue collecting units, in line with various laws of the State,

- viii. To carry out the compliance of all directions issued DMG from time to time.
- ix. Monitoring activities of mining revenue collecting units related to revenue generation, revenue sharing, revenue augmentation, revenue collection, revenue implementation including various entries & documents maintained by the units.
- x. Review/Monitoring shall be strictly with respect to project deliverables (particularly related to the revenue augmentation projects).
- xi. To recommend measures for bringing about improvement in all related activities/processes of existing accounting/reconciliation related practices and implementing the same after obtaining approval from the employer.
- xii. Organizing on the job training/workshop for accounting staff of DMG as part of hand holding assistance with an aim to provide acquaintance and expertise in evaluating hired agencies revenue collection/augmentation outcomes and overall results.
- xiii. Evaluating various forms/data/tables of the DMG and if required, formulating new formats, tables, charts, histograms etc. for realistic representation of data.
- xiv. Ensuring submission of all required reports at least fortnightly or as and when required by the DMG.
- xv. Review of computerization activities of all the units of the DMG.
- xvi. Review of status of maintenance of ledgers, relevant registers, bank reconciliation etc. as per prevailing rules and other relevant documents for efficient reporting.
- xvii. Rapid assessment & review of all ongoing initiatives/activities of DMG for revenue generation and identifying the gap/deviation, if any.
- xviii. Evaluating all the above activities on monthly/fortnightly basis with a view to indicate reflection of percentage improvement in result all the above activities due to implementation of suggested and approved measures.
- xix. Study of supply chain managements of mineral vis viz formation of strategic framework for utilization conservation and development of mineral resource.
- xx. Study and preparation of policy framework with respect to constraints and minimization of gestation period for operationalization of minor mineral blocks.

#### **B. AUCTION/TRANSACTION ADVISORY SERVICES FOR MINOR MINERAL BLOCKS**

- i. Recommend conditions for enhancing bidders' interest and protecting state interests
- ii. Assist in preparing auction strategy and framework for different minor minerals
- iii. Preparation of tender documents with detailed terms and conditions
- iv. Identification of potential bidders and assisting DGM in organization of Stakeholder's conference of preferred mineral blocks and incorporate their suggestions in tender documents.



- v. Market study
- vi. Assist in conducting stakeholders conference and Pre-bid meeting with potential bidders
- vii. Evaluation of bids.
- viii. Assistance in issuance of LOI and signing of agreements with preferred/selected bidder
- ix. Assist in identifying additional auctionable blocks of minor minerals

#### **5.2.5. SUPPORT IN TECHNOLOGY IMPLEMENTATION INITIATIVES**

##### **A. REVIEW OF EXISTING TECHNOLOGY SOLUTIONS IMPLEMENTED IN THE STATE**

- i. Study and review of the existing technology & other solutions e.g JIMMS, VTS already implemented or under implementation
- ii. Gap Assessment from functional perspective as per rules and regulation
- iii. Identification of improvement opportunities
- iv. Project management support during implementation of the agreed improvement ideas
- v. Review of any new functionality implemented in the system
- vi. Providing IT support consultancy service such as preparation of technical RFPs etc.

##### **B. PROJECT MANAGEMENT SUPPORT FOR NEW TECHNOLOGY INITIATIVES/ SOLUTIONS**

- i. Preparation of functional requirements documents for new technology initiatives/ solutions proposed
- ii. Assistance in selection of a right technology partner for implementation of initiatives
- iii. Support during implementation of such initiatives/ solutions
- iv. Some of the initiatives that may be implemented are drone-based survey, command control center, management dashboard etc.

#### **5.2.6. OTHER WORK**

- i. Preparing MIS for keeping department updated with status of all legal issues faced by department. It is clarified that MC is not expected to provide any legal services or any opinion on the legal cases and scope is limited to MIS and updates.
- ii. Drafting of replies based on the understanding of the laws/ issues and department's stand related to litigations of different issues in mining sector.
- iii. Comments on rules and regulations from department perspective on the laws/ regulation issued from time to time.

### **5.3. SUPPORT BY DMG, JHARKHAND**

- i. Whilst the consultant may in the course of their work provide advice to DMG, Jharkhand in matter relevant to a decision by DMG, Jharkhand, the responsibility to take that course of action shall rest solely with the DMG, Jharkhand.
- ii. The consultant is not envisaged to undertake the following activities and DMG will arrange for them, if required:
  - a. Conducting of any test and studies suggested by the consultant.
  - b. Any drilling and exploration work
  - c. Preparation of any geological, hydro geological and geo technical study report
- iii. DMG, Jharkhand will provide office space to consultant for conducting the project work. All other infrastructure like Internet connection, computer, printer, telephone etc shall be arranged by the MC on its own.

### **5.4. DELIVERABLES OF MANAGEMENT CONSULTANTS (MC)**

- i. The Consultant shall:
  - Furnish deliverables against the tasks assigned to them
  - Prepare “Issue Papers” highlighting key matters of concerns that could become critical for the timely completion of tasks, and in particular that require attention from DMG. The deliverable documents are to be in soft and hard copies concerning each task.
- ii. The consultant team shall assist DMG officials in co-ordination and discuss the salient features of the project documents before finalization.
- iii. The Team Leader will make regular presentations on the work plan and this will be a working document.
- iv. Monthly Reports: The Consultant is required to prepare and submit a monthly report that shall include and describes, inter alia, general progress to date; consolidated data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions/appraisal regarding the scope of work or any other matters regarding work scope and related issues; and so on. The Consultant’s work on any task should continue while any such report is under consideration and is being discussed. While submitting its Inception report the MC shall submit its deliverable plan in consultation with DMG. The Agreed deliverable plan would be considered as benchmark for monthly payments.

## SECTION-6: PRE-QUALIFYING CRITERIA

### 6.1. PRE-QUALIFYING CRITERIA

The Bidder should meet the following Pre-Qualifying Criteria (PQC):

#	Basic Requirement	Specific Requirement	Documents Required
1	Bidder Turnover	The bidder should have an average annual turnover of INR 50 crores over the last three audited financial years (FY 2019-2020, 2020-21, 2021-22) from Consultancy Services	Copy of audited financial statements
2	Technical Capability	Bidder should have completed 1 project in mining sector, 1 project of bid process management and 1 project of IT Consultancy/Project for Central or State Government in India in last 7 years.	Copies of completion certificate issued by Client  Copy of the contract executed by the bidder with the Client clearly showing the order value.
3.	Legal entity	The bidder should be a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008 or a Company registered in India under Indian Companies Act 1956 or 2013. No consortium will be allowed. The bidder must be registered with the Service Tax Authorities and operating for the last Ten years in the Business Consulting /Management Consulting sector as of 31st March 2021.	<ul style="list-style-type: none"> <li>• Certificates of incorporation</li> <li>• Memorandum of Association and Articles of Association</li> <li>• Registration Certificates</li> <li>• GST Registration</li> <li>• PAN No.</li> <li>• Extracts of Partnership Deed</li> </ul> <p>Whichever is applicable</p>
4.	Bidder Consultancy Capacity	The company should have at least 100 full time Consulting professionals (at least an MBA or equivalent OR B.E. / B. Tech) on the rolls of the company, as on date of assigning of work.	Summary Sheet including name, qualification, experience and certification in management. Should be self- attested by the bidder.
5.	Blacklisting	A self- certified letter by the authorized signatory of the bidder that the bidder has not be blacklisted by any Central/ State Government or its undertakings (Central/ State Government and Public Sector) for last 5 years, must be submitted on original	A Self Certified Letter by the Authorized Signatory

#	Basic Requirement	Specific Requirement	Documents Required
		letter head of the bidder with signature and stamp.	

## **SECTION-7: INSTRUCTIONS TO BIDDERS**

### **7.1. INTRODUCTION**

1. Director Mines, Department of Mines and Geology, Jharkhand, invites proposals from eligible consulting firms/agencies under National Competitive Bidding for providing Management Consultancy Services to DMG for assistance in review of mineral sector in state, capacity building and organization strengthening, formulation of exploration strategy, monitoring and compliance activities, framework for utilization of DMF/PMKKKY funds and NMET and providing assistance in selection of exploration agency, auction of mineral blocks and other related management consultancy services. The RFP document can be downloaded from the official website of DMG (<https://www.jharkhand.gov.in/mines>, <https://minerals.jharkhand.gov.in/> and <http://jharkhandtenders.gov.in>)
2. The Management Consultant (MC) shall provide services in accordance with the terms and conditions stated in the agreement to be entered into between the DMG and the MC (the "Consultancy Agreement"). MC shall station its team at DMG office at Ranchi, Jharkhand for which the bid shall be submitted as per the provisions of this RFP.
3. The background information and Terms of Reference for the consulting services are provided in this Request for Proposal (RFP).
4. A firm will be selected under Quality cum Cost Based Selection (QCBS) Method and procedures described in this RFP.

### **7.2. GENERAL TERMS AND CONDITIONS**

1. The interested bidders can submit their queries through post or on email ID [director-mines@jharkhandmail.gov.in](mailto:director-mines@jharkhandmail.gov.in) in writing on or before 08/05/2023 upto 6:00 PM. Queries received after the set time limit shall not be considered in the pre bid meeting.
2. Date and venue of pre-bid meeting will be intimated, where in the prospective applicant/ bidder will have an opportunity to obtain clarifications regarding the offer conditions.
3. For any other clarifications related to bid submission, bidder may contact DMG through e-mail before the last date of submission of the bid document during

working hours. The bidder must write Subject as "Selection of Management Consultant" in all its communication to DMG.

4. The deadline for receipt of proposals shall be on the date mentioned in the Notice Inviting Proposal unless notified otherwise.
5. DMG reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.
6. This enquiry is in the nature of Request for Proposal intended to hire services of a Consultant to provide consultancy services in the field of Management consulting in the mining sector.
7. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.
8. The costs of preparing the proposal and of negotiating the contract, including visits to the DMG are not reimbursable by DMG. The Bidder shall be deemed to have full knowledge of the role and responsibilities of the work.
9. The proposal and all the associated correspondence shall be written in English and shall conform to the prescribed format.
10. The proposal shall be signed by the Bidder or duly authorized persons to bind the Bidder to the contract. The Letter of authorization shall be indicated by written power of attorney and shall accompany the proposal.
11. For participation in the bidding process and submitting Proposals, Bidders should be of one of the following types of entities - private, public or government-owned legal entity incorporated as Limited Liability Partnership or Limited Liability Company.
12. The Bidder should submit a Power of Attorney, authorizing the signatory of the Proposal and to commit the Bid, along with submission of Proposal. Details of documentation required for various parts of the Proposal are provided in RFP and the formats for Proposal submission (including format for Power of Attorney) is given as part of the Forms at the end of this document
13. A Bidder that is under a declaration of ineligibility by Government of Jharkhand

or any other Government authority in India at the date of submission of the Proposal or during evaluation of Proposals shall be disqualified.

14. **Proposal Validity:** - **Validity date is 120 days from last date of submission. A proposal valid for a shorter period may be considered non-responsive and liable to rejection.** During this period, the Bidders shall maintain the availability of experts nominated in the Proposal. DMG will make its best effort to complete negotiations within this period. In case of need, DMG may request the Bidders to extend the validity period of their Proposals. Bidders who do not agree have right to refuse to extend the validity of their proposal, and under such circumstances, DMG shall not consider such proposal for further evaluation.
15. No current government employee shall be deployed by the selected bidder without the prior written approval by the appropriate authority.
16. **Conflict of Interest:** - DMG requires that the selected bidder provide professional, objective, and impartial advice and at all times hold the DMG's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Any bidder shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other Directorate/Corporations / Entities, or that may place them in a position of not being able to carry out the assignment in the best interest of DMG.
17. **Fraud and Corruption:** - DMG requires that the Bidders observe the highest standard of ethics during their procurement and execution of such contracts. In such pursuance of this policy,
  - (i) Defined, for the purposes of this provision, the terms set forth as follows:
    - (a) **"Corrupt practice"** means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
    - (b) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices

at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).

(ii) Will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and

(iii) Will declare a firm ineligible, either indefinitely or for a stated period of time for awarding any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.

18. Cost of RFP Document: - The bidder shall deposit the tender document fee of Rs 10,000/- (Rupee Ten Thousand) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand. (<https://mineralsportal.jharkhand.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>). The receipt of online payment of tender document fee should be included in proposal. A proposal without the cost of RFP document shall be rejected, as nonresponsive. Bidders are directed to upload the details of payments (with GRN number) in <https://jharkhandtenders.gov.in> portal.

19. Bid Security : -**The Bid Security of amount Rs 5,00,000/- (INR Five Lakhs only) in favour of “Director Mines, Department of Mines and Geology, Jharkhand”** payable at Ranchi and shall be in the form of Demand Draft or in the form of Bank Guarantee from any of the scheduled commercial bank or nationalized bank having its branch in Jharkhand. Bank Guarantee should be in an acceptable form provided in Annexure A. The bid security should remain valid for a period **of 45 (forty-five) days beyond the final bid validity period**. DMG shall reject any bid not accompanied by appropriate bid security, as non-responsive.

a. Bid securities of the unsuccessful bidders shall be returned to them at the earliest.

b. The bid security may be forfeited:

(i) If a Bidder withdraws its bid during the period of bid validity.

(ii) If the Successful Bidder fails to sign the Contract within required timeframe; or fails to furnish a performance security.

(iii) If the bidder fails to submit the signed copy of Integrity Pack in the format provided by DMG.



### 7.3. MANNER OF PREPARATION OF BID PROPOSAL: -

1. Bidder's Proposal (the Proposal) will consist of following components
  - a. Cost of RFP document
  - b. Bid Security (EMD)
  - c. Integrity Pact (as per format provided in annexure)
  - d. Technical Proposal including details of claim of qualifying criteria laid down in Notice inviting Proposal and RFP, and
  - e. Financial Proposal
2. The Proposal, as well as all related correspondence exchanged by the Bidders and DMG, shall be in English. All reports prepared by the appointed MC shall also be in English.
3. While preparing the proposal, the Bidder must add the Contents Table.
4. The Technical Proposal (Part I – Envelop 1) along with tender Fee, EMD and Signed Integrity Pact (Part 1 – Envelop 2) Technical proposal and Part 2 -Price Bid enclosed in a covering envelope mentioning tender reference number and addressed to “**Director Mines, Department of Mines and Geology (DMG), Jharkhand**”, must be submitted till 18/05/2023 upto 16:00 Hrs through registered post/ speed post/ by hand. DMG will not consider any postal delay or otherwise in delivery or non-receipt of the payment. The Bid should be submitted to following address:

Director Mines

Department of Mines and Geology, Government of Jharkhand

Yojana Bhawan, Nepal House, Doranda, Ranchi

Ph.- 0651-2490235, E-mail Address: director-mines@jharkhandmail.gov.in

Bidders are advised to complete well in advance online enrollment/registration in the portal (<https://jharkhandtenders.gov.in>) by following due process prevalent at that time and are directed for timely online submission of bids.

### 7.4. TECHNICAL PROPOSAL

1. The Technical Proposal shall not include any information related to financial proposal. Technical Proposals containing information related to financial

proposal shall be declared nonresponsive.

2. The Technical proposal shall contain:
  - a. A brief description of the bidder's organization and an outline of recent experience of the Bidder, on assignments of a similar nature. The information on each assignment should indicate scope of work, duration, firm's involvement, name of client etc. The details of assignments on hand shall also be furnished.
  - b. A concise, complete, and logical description of approach and methodology as proposed by the Bidder in compliance to the Terms and conditions of Tender and Scope of Work
  - c. The composition of the proposed team, the tasks which shall be assigned to each team member.
  - d. CVs strictly in the prescribed format and signed by the authorized representative of the Bidder firm. Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position.
  - e. Only one CV may be submitted for each position. Each key personnel of the preferred Bidder may be called for interview at the cost of Bidder.
  - f. A certification to the effect should be furnished by the Bidder that they have checked the qualifications and experiences details submitted by the key personnel in their CVs and found to be correct. This certification should be made in CVs of all key personnel after the certification by the candidate. The format of CV includes certification to this effect.
  - g. DMG reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DMG there under.
  - h. Any comments or suggestions on the Scope of Work and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.

## **7.5. FINANCIAL PROPOSAL**

1. Financial proposal must be submitted by the bidder in the financial cover separately.
2. All information provided in Bidders' Financial Proposal will be treated as confidential.
3. The Financial Proposal is to be submitted in the requisite FIN forms enclosed.
4. The rates to be quoted shall be in the format given in **Section 11** and it shall include all costs/expenses and statutory taxes excluding Service Tax and associated cess and surcharge (if any). DMG shall pay Service Tax and associated cess and surcharge as applicable. All the cost shall be in INR.
5. The price quoted shall be inclusive of cost of deployment of team at DMG office at Ranchi, their office expenses and all other sundry expenses to be incurred by the bidder. Any expenses incurred on travel outside Ranchi for executing the scope of work of this assignment or as desired by DMG shall be borne by DMG on actual. All such travel shall be with Prior approval from DMG.

## **7.6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

1. The Proposal (Cost of RFP Document, Bid Security, integrity pact), Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who signed the Proposal.
2. An authorized representative of the Bidder shall initial all requisite forms (both Technical and Financial) and important pages of the proposal. The representative's authorization must be confirmed by a written power of attorney accompanying the proposals.
3. All documents of proposal i.e. Technical Proposal, Tender Fee, EMD Integrity Pact and Financial Proposal shall be submitted at DMG office within the due date as specified in NIT and RFP.
4. The original Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer

envelope shall bear the submission address, reference number and be clearly marked "DO NOT OPEN, BEFORE" [insert the time and date of the submission deadline indicated in the Bid Document]". DMG shall not be responsible for misplacement, losing, or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

5. At no circumstances, the Technical proposal shall have any mention of the bidders quoted price. The proposal would be summarily rejected for any such incidence.

## **SECTION-8: EVALUATION**

### **8.1. RESPONSIVE CHECK**

Following points must be satisfied before the RFP is further evaluated.

1. The bidder shall ensure that the Tender Fee, EMD and signed copy of Integrity pact are in order and have been submitted before the last date and time as mentioned in the RFP. Bids without the Tender Fee, EMD and integrity pact or on the late receipt of the same, shall summarily be rejected and shall not be considered for further opening and evaluation of the proposals.
2. The bidder must ensure that all the relevant documents as asked in the RFP have been attached including the TECH and FIN forms, declaration of non-blacklisting, certificate of incorporation (Company's Act or Limited Liability Partnership Act), service tax registration, work experience certificates, audited balance sheets, annual turnover, and others as asked in RFP.
3. For the ease of bidders, a preliminary checklist for the documents to be enclosed along with the proposal is attached as Annexure – B in the RFP.
4. If any of the documents is found missing in the submitted bid as in annexure-B, the bid will be rejected without any further evaluation. No clarification shall be sought from the bidders.

### **8.2. PROPOSAL EVALUATION**

#### **8.2.1. GENERAL**

1. Any effort by a Bidder to influence the DMG in examination, evaluation, ranking of Proposals or recommendation or award of contract may result in rejection of its Bid.
2. A two-stage procedure will be adopted in evaluating the proposals.
3. A technical evaluation which will be carried out prior to opening of financial proposals
4. Technical Proposal shall be opened first. Note: If the RFP Document Cost, Bid Security and integrity pact are not found to be in order, then the proposal shall be treated as non-responsive and shall not be evaluated further.

### 8.2.2. EVALUATION OF TECHNICAL PROPOSALS

1. The qualifying criteria will be first evaluated as defined in Notice of RFP for each bidder. **Detailed technical evaluation will be taken up for only those bidders, who meet with the prescribed eligibility criteria as mentioned in the pre-qualification stage in the RFP.**
2. The DMG's 'Tender Committee' (TC) will be responsible for evaluation and ranking of Proposals received.
3. The TC evaluates and ranks the Technical Proposals on the basis of Proposal's responsiveness to the TOR using the evaluation criteria specified in the RFP.
4. A Technical Proposal may not be considered for evaluation in any of the following cases:
  - (i) The Bidder failed to meet the qualifying criteria requirements as mentioned in the RFP.
  - (ii) The Technical Proposal was submitted in the wrong format; or
  - (iii) The Technical Proposal included details of costs of the services; or
  - (iv) The Proposal along with Tender Fee and EMD is not received by DMG on or before the Due Date & Time.
  - (v) The bidder has not submitted signed copy of Integrity Pact in Original.
5. Technical Proposals shall be evaluated on the basis of following pre-identified criteria:

The members of the Tender Committee of DMG will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as given in the table below. Each responsive proposal will be given a technical score. The technical bid shall be evaluated and provided a Technical Score on the basis as shown in Table 8.1 below:

**Table 8.1: Evaluation Criteria**

#	Criteria	Maximum Score	Scoring Pattern
<b>1.</b>	<b>Work Experience of the Bidder in the last 07 years (as on 31<sup>st</sup> March 2022)</b>	<b>50</b>	
a.	Number of completed assignments (completed shall mean where preferred Bidder has been declared) as Transaction advisor regarding auction related activities on behalf of seller or buyer, of <b>major mineral Blocks</b> including coal.	10	5 marks for each completed assignment In case more than one mines are covered under the same work order, it shall be considered as one experience only and separate marks will not be awarded for each individual blocks. In case the work order is extended, then combined value of the work will be considered as one assignment. Subject to maximum of 10 marks Minor Mineral experience shall not be considered
b.	Number of coal blocks successfully operationalized for any Central/ State Government or Central/State PSU in the last 7 years	10	5 marks for each successfully operationalized coal block (subject to max 10 marks)
c.	Setting up of PMU for Business transformation/ Strategic Support for any Central/ State Government or Central/State PSU in mining and mineral sector in the last 7 years	10	2 marks for one or more completed assignment/s in each area. Subject to maximum of 10 marks
d.	Number of completed assignments in cost estimation/ valuation of mining assets/ pricing strategy/ commercial due diligence/ financial modeling in India in the last 7 years	10	2 mark for one or more completed assignment/s in each area. Subject to maximum of 10 marks
e.	Number of completed assignments or consultancy services or worked as PMU in preparation and/ or monitoring of visioning/ business plan and strategy for Central/ State Government or Central/State PSU in mines and minerals sector in India in last 7 years	4	1 mark for one or more completed assignment/s in each area. Subject to maximum of 4 marks
f.	Number of completed assignments in IT consultancy/project for Central/ State	4	1 mark for one or more completed assignment/s in each area.

	Government or Central/State PSU in mines and minerals sector in India in last 7 years		Subject to maximum of 4marks
g.	<p>Number of completed assignments in coal/Mineral sector in following areas</p> <ol style="list-style-type: none"> <li>1. Grade evaluation/Resource Assessment or such other related activities.</li> <li>2. Price determination / Financial Appraisal or such other related activities.</li> <li>3. Policy advisory/ Policy Review Paper/ Policy Advocacy Paper or such other related activities.</li> <li>4. MDO selection</li> </ol> <p>Development of efficient mechanism for Effective administration, monitoring and compliance of coal mines/ Operational Improvements or such other related activities.</p>	2	1 mark for one or more completed assignment/s in each area. Subject to maximum of 2 marks
2	<b>Approach and Methodology (A&amp;M) (To be presented by proposed Team Leader)</b>	<b>20</b>	
a.	<p><b>Approach and Methodology for proposed Assignment</b></p> <p>The description of approach and methodology shall include but not limited to the following:</p> <ol style="list-style-type: none"> <li>a) Understanding of Objectives</li> <li>b) Quality of Methodology</li> <li>c) Work Program</li> <li>d) Organization and Personnel</li> </ol>	20	<ul style="list-style-type: none"> <li>• As per evaluation committee, based on the quality of the written bid max marks -10 &amp; for quality of presentation, max marks -10</li> <li>• All team members must be present during the A&amp;M presentation, evaluation of team will be integrated as a part of A&amp;M evaluation</li> <li>• DMG will not reimburse any cost towards A&amp;M presentation and interview</li> </ul>
3	<b>Proposed team for assignment</b>	<b>30</b>	
	<b>Onsite Team for assignment</b>		
a.	<p><b>Team Leader:</b></p> <p>Should have at-least 15 years of post-qualification relevant experience and</p>	8	<p>Subject to maximum of 8 marks:</p> <ul style="list-style-type: none"> <li>• 1 Marks for 15 years relevant experience and additional</li> </ul>



	<p>should be a full-time employee at the date of submission</p> <ul style="list-style-type: none"> <li>• Should be a B.E./B.Tech from any discipline with full time MBA from a reputed and recognized institute</li> <li>• Should have experience of Procurement, Project management, Strategy, Technology, Bid Process Management, Project evaluation, Budgeting, Knowledge of GFR, Financial appraisal, Financial due diligence</li> <li>• Should have Mineral Policy Advisory related project Experience</li> </ul>		<p>0.5 mark for each additional 1 years' relevant experience- Max 1.5 marks.</p> <ul style="list-style-type: none"> <li>• Project manager for Advisory/Consultancy Services in Govt. Project (0.5 Marks for each completed project as Team leader/Project Manager in Major Mineral Block auctions)- Max 1.5 Marks</li> <li>• Project manager for Advisory/ Consultancy Services in Govt. Project or Central/State PSU related to Policy related assignment in Mineral Sector only (0.5 Marks for each completed project)- Max 1.5 Marks</li> <li>• 1 mark for Project management for Technology enablement. 0.5 marks for each additional relevant experience. Max marks 1.5</li> </ul>
b.	<p><b>Domain expert:</b> BE/B.Tech in Mining Engineering or M.Sc./M.Tech., Geology from any recognized institute and should be a full-time employee at the date of submission To have at-least 10 years of post-qualification experience in Mining &amp; metal sector including coal related projects and their Management. Should have experience in Mineral block auction, Operationalization, Technical due diligence.</p>	6	<p>Subject to maximum of 8 marks:</p> <ul style="list-style-type: none"> <li>• 1 Marks for 10 years of relevant experience. 0.5 marks for each additional years for experience. Max 1.5 marks</li> <li>• 1 mark for providing at least 1 advisory service towards auction of mineral block. 0.5 marks for each additional mineral block auction. Max marks- 1.5</li> <li>• 1 mark for providing at least 1 transaction advisory service to any Central/ State</li> </ul>

			Government or Central/State PSU
a.	<p><b>Mining Specialist (Full Time)-</b></p> <ul style="list-style-type: none"> <li>• Should have BE/B.Tech in Mining Engineering from a reputed and recognized institute</li> <li>• Should have at-least 5 years of relevant experience in mining sector</li> <li>• Should have experience of mining activities, project management, commercial assessment, tender documents</li> </ul>	4	<ul style="list-style-type: none"> <li>• Experience (max. 4 marks): 1 mark for 5 years' relevant experience and additional 1 mark for each additional 1 years of relevant experience.</li> </ul>
b.	<p><b>Geology Specialist (Full Time)-</b></p> <ul style="list-style-type: none"> <li>• Should have Masters in Geology from a reputed and recognized institute</li> <li>• Should have at-least 5 years of relevant experience</li> <li>• Should have worked as Geologist in reputed organization</li> <li>• Should have experience of mineral exploration and evaluation of quality and quantity</li> </ul>	4	Experience (max. 4 marks): 1 mark for 5 years' relevant experience and additional 1 mark for each additional 1 years' relevant experience
c.	<p><b>Business Analyst (Full Time)</b></p> <ul style="list-style-type: none"> <li>• Should be a MBA/CA/CFA or equivalent</li> <li>• Should have at-least 5 years of relevant experience</li> <li>• Should have experience of project evaluation, financial appraisal, financial due diligence.</li> </ul>	4	Experience (max. 4 marks): 1 mark for 5 years' relevant experience and additional 1 mark for each additional 1 years' relevant experience
d.	<p><b>IT Specialist (Full Time)</b></p> <ul style="list-style-type: none"> <li>• BE/B.Tech (Computer Science) BCA/B.Sc.(IT) with 5 years of work</li> </ul>	4	Experience (max. 4 marks): 1 mark for 5 years' relevant experience and additional 1 mark for each

	experience in IT consulting <ul style="list-style-type: none"> <li>• Consultancy/PMU experience of 1 ICT application projects</li> <li>• Understanding of emerging technology</li> </ul>		additional 1 years' relevant experience
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**Note:** In support of work experience, consultant shall provide work order along with scope of work and completion certificate from client or chartered accountant. All the above-mentioned works / assignments shall be exclusive of each other i.e. work experience in one work order shall be treated as one project/assignment.

- i. If the term/contract period for a works / assignment is further extended by issuing a separate work order then it is considered as separate project/assignment. In case no separate work order issued for extension, it shall be considered as same engagement.
  - ii. In case work is done for more than one asset/mine under same work order, it shall be considered as one experience only.
  - iii. On-site team members should be below 65 years of age.
  - iv. Substitution of any team member will be permitted subject to similarly qualified and experienced personnel being provided and as approved by DMG. No team member shall be substituted without prior notice and approval of DMG.
  - v. The Consultant is obliged to replace a better resource at the request of DMG in case the resource deployed is not working to the expectation of DMG.
  - vi. Experts shall be full time on the rolls of Consultant as on the date of Bid submission.
  - vii. The selected bidder at the time of deployment shall declare deputy team leader out of the five (05) on-site resources.
6. Before completion of the evaluation of Technical Proposal, DMG may, at its sole discretion, invite some or all of the eligible Bidders to make a presentation on their Technical Proposal to facilitate the understanding and evaluation of its Technical Proposal.
  7. DMG shall declare the Bidders who have scored more than or equal to 70 marks in technical evaluation as "Technically Qualified".
  8. Marks obtained by Technically Qualified Bidders shall be considered Technical Score (Ts)

### 8.2.3. OPENING AND EVALUATION OF FINANCIAL PROPOSAL

1. As per the results obtained in each Technical Proposal, The Tender Committee “TC” will proceed with the technical evaluation report and choose to open the financial proposal of qualified bidders meeting the minimum required technical score.
2. At the opening of Financial Proposals, Bidder’s representatives who choose to attend will sign an Attendance Sheet. Financial proposal of only those bidders will be opened who qualify and are declared as “Technically Qualified”.
3. DMG’s representative will open Financial Proposal. Such representative will intimate to the qualified Bidder, the total price (FQ) shown in the Bidder’s Financial Proposal. This information will be recorded in writing by DMG’s representative.
4. **Method of Evaluation: Quality cum Cost Based Selection.** Bidders have to submit both technical and financial proposal together in separate envelope. The technical proposals are evaluated first. The firm(s) scoring a minimum of 70 points out of a maximum of 100 points on the technical proposal are then stated as “Technically Qualified”. This is the minimum Technical Score for qualification of the Technical Proposal. Those securing less than the minimum Technical Score would be rejected and the financial cover of the rest would be opened.

The qualified bidders will be intimated about the opening of the financial bid. The Financial Quote shall be considered as the FQ mentioned in the Financial Proposal.

The Financial Quotes of the Bidders shall be ranked and the Financial Score of the bidder shall be calculated with the lowest Financial Quote shall be given 100 points and all other bidders will be marked proportionately. The Financial Score (FS) of the financial proposals of the other bidders will be computed as per formula below:

$$\text{Financial Score "FS"} = 100 \times \text{FM} / \text{FQ},$$

In which FS is the Financial Score, FM is the lowest Financial Quote (**Lowest Value of FQ**) and FQ is the Financial Quote of the proposal under consideration.

Final score for all technically qualified bidders will be computed using the following formula:

$$\text{Final Score} = 0.7 \times \text{Technical Score} + 0.3 \times \text{Financial Score}$$

The bidder with the highest Final Score (H1) will be considered as the selected bidder.

## **SECTION-9: OTHER TERMS AND CONDITIONS**

### **9.1. CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT**

1. The Selected Bidder who would be invited for contract negotiations will, as a prerequisite for attendance at the negotiations, confirm availability of all experts named in its proposal except in the cases of absence on account of death or medical incapacity or resignation. Failure in satisfying such requirements may result in the DMG proceeding to initiate the negotiation process with the next lowest bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude the Contract.
2. **Technical Negotiations:** This will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, organization and personnel, and any suggestions made by the Selected Bidder to improve the Terms of Reference (TOR). DMG and the Selected Bidder will finalize the TOR, personnel schedule, work schedule, logistics, and reporting mechanism. These decisions will then be incorporated in the Contract as "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from DMG to ensure satisfactory implementation of the assignment. DMG shall prepare minutes of negotiations which will be signed by DMG and the Selected Bidder.
3. Negotiations will conclude with a review of the draft Contract. To complete negotiations DMG and the Selected Bidder will initial the agreed draft of the Contract.
4. After completing negotiations DMG shall issue a letter of Acceptance to award the Contract to the Selected Bidder and notify other Bidders who could have been invited to negotiate a Contract that they were unsuccessful.

### **9.2. DURATION OF ASSIGNMENT**

1. The duration of assignment shall be initially two (02) year (24 months) termed as Phase I. Upon satisfactory performance in the Phase I DMG may extend the duration for another year (12 months) termed as Phase II. A further extension of another one year (12 months) may be considered by DMG to be termed as the Phase III only upon satisfactory completion of Phase II. However, DMG has the right to terminate the contract before the completion of the duration of any phase after Phase I subject to the performance of the MC. Further if the DMG feels that the MC performance is satisfactory after completion of Phase III, and it still needs the

services of MC, DMG can extend the tenure of services by MC as per the terms of agreement till they complete the Bid process and appoint new Management Consultant.

2. Extension Provisions - The extension to Phase-II and Phase-III will be considered only on satisfactory performance of the MC and number of milestone achieved as mentioned in Section 5 Objective and Scope of Work.

### **9.3. PERFORMANCE SECURITY**

The selected bidder will furnish within 30 days of the issue of Letter of Acceptance (LOA), an Unconditional Bank Guarantee (in prescribed format) payable at Ranchi, from any Nationalized or scheduled commercial Bank in India having its office at Jharkhand for an amount equivalent to **5% (five percent)** of the total contract value towards Performance Security valid for a period of three (3) months beyond the stipulated date of completion of services for each Phase. DMG will have the right to invoke the performance security without assigning any reasons if performance of the successful bidder is not found up to the mark.

### **9.4. MISCELLANEOUS INFORMATION**

1. DMG shall pay MC under the contract the contract fee exclusive of GST. DMG will pay Service Tax and associated cess and surcharge (if any), on prevailing rates as applicable on the consultancy charges. **Submission of Service Tax Registration Certificate by the MC is mandatory.**
2. Proposals are to be submitted in hard copy. Technical Proposal will be submitted in one original and two copies. Price Proposal will be submitted only in original. Proposals must be submitted not later than the 18/05/2023 on or before 16:00 Hrs.
3. Expected date for opening of Financial Proposals will be notified later.
4. Expected date for contract negotiation is to be notified later.
5. Expected date for commencement of consulting services: three weeks after issuing Letter of Award.

### **9.5. KEY PERSONNEL**

1. Key personnel shall be deployed by the MC during the term of this assignment as per requirement proposed in Section 8.
2. In case any of the specialist proposed by MC needs to be replaced, the same shall be done with prior-approval of DMG and the replacement shall be done with a specialist having equivalent or

higher credentials

3. No consortium shall be allowed to participate in the Bid.

## **9.6. PAYMENT TERMS**

- a) In considerations of its services defined above, the selected MC shall be paid a fixed Monthly Retainership Fee (Professional Fee) in line with the Financial Quote made in response to this RFP document and other fees subject to completion of the milestones as mentioned in the financial proposal. Monthly Retainership fee would be payable upon completion of each month.
- b) The fixed Monthly Retainership Fee for the first 24 months (Phase I) of the MC's Services shall be equal to the Monthly Retainership Fee quoted by the applicant in its Financial Proposal for Phase I. If extension for Phase II spanning another 12 months, is allowed by DMG after satisfactory completion of Phase I, this amount would be escalated by 10% for Phase II (proportionate for 12 months only). A further 10% escalation on the revised FQ would be applicable for Phase III for a further duration of 12 months, if extension is granted by DMG after satisfactory completion of Phase II. Service Tax/GST, as applicable, is not included in the above fee and shall be payable to MC in addition to the above as per prevailing rates.
- c) The payment of Monthly Retainership Fee will be made once a month based on the submission of reports scheduled to be submitted by the MC and approved by DMG in accordance with the schedule and Terms of Reference agreed upon in the Contract.

## **9.7. LIMITATION OF LIABILITY**

The MC's liability under the RFP will be limited to one time the total Retainership fee of that phase that it will receive from DMG under this mandate.

## **9.8. PROVIDING SERVICES / SUPPORT**

- a. The successful bidder's personnel shall be used for providing work / services as specified by DMG in the tender or the contract agreement. In case any personnel of the successful bidder is found not capable / useful, the successful bidder shall withdraw him/her from service and arrange for replacement immediately within 30 working days' time at their own cost.
- b. The manpower deployed by the successful bidder shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the user's

problems. The successful bidder shall verify the character antecedents before deploying any person at DMG.

- c. Medical or any other allowances to the sub-consultants / manpower deployed will not be borne by DMG. It will be the responsibility of the successful bidder.
- d. The MC will deploy additional resources if needed/or asked by the DMG for milestones achievement as mentioned in Section 5.
- e. The manpower deployed will be entitled to the Gazetted holidays of this state Govt. and 14 days of leave on annual basis. Any other leave will be treated as unpaid and in case of absence from the duty, the payable remuneration will be appropriated accordingly.

### **9.9. PENALTIES FOR NON-PERFORMANCE**

1. Every MC resource (onsite team) to mark their attendance via Aadhaar Enabled Biometric Attendance System (AEBAS) to be provided by DMG and calculation will be done based on AEBAS system. If DMG does not provide AEBAS, alternate arrangement may be made.
2. For the calculation of team's attendance for the team, 22 days/Number of working days as per Jharkhand State Calendar for every month will be considered.
3. In case of non-availability of any on-site resource for days than pre-approved leaves, a penalty proportionate to the fixed monthly fee shall be deducted for the proportionate absent days in the month for such resource.
4. In case of unavoidable circumstances, one replacement per position shall be allowed in a year under prior intimation. Such replacement to be made at the earliest not later than 30 days. Every replaced person will be interviewed firstly by DMG at the initial/joining time. In case of replacement of any resource more than once in an year, a penalty of 5% of monthly retainership fee shall be imposed unless waived off by DMG. Such penalty shall not be applicable in case of resignation or medical incapacity or death. However it is clarified, if DMG ask for replacement due to non-satisfactory performance or any other reasons on its own, no penalty would be applicable.
5. In case of delay in completion of services, a penalty equal to 0.05% of the monthly retainer Fee per day subject to a maximum 5% of the monthly retainer Fee will be imposed and shall be recovered from payments due. MC will be penalized (if any) only for any delay solely attributable to MC. However in case of delay due to reasons beyond the control of the MC, suitable extension of time will be granted.



## **9.10. TERMINATION OF CONTRACT**

The contract can be terminated by written notice of 30 days from either side. However, during the currency of contract, all parties shall discharge their due obligations.

## **9.11. TERMINATION BY EMPLOYER:**

The contract may be terminated, by the Employer under any or all of following situations:-

- If the performance of the engaged agency is found to be non-satisfactory and fall below expectation.
- If the engaged agency resorts to unfair practices in collection & recovery processes
- Provides false information consciously regarding assessment and collection by its staff
- Fails to meet targets as agreed mutually or as per agreed bar chart of activities.
- If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- If the MC fail to comply with any final decision reached as a result of arbitration proceedings
- If the MC become insolvent or bankrupt, go into liquidation etc.
- MC not abiding to the code of conduct.

The MC will be given a warning in writing, and asked to improve performance. If performance is not improved within 30 days, the employer may terminate the contract after serving a 30 days written notice for termination of contract.

## **9.12. TERMINATION OF CONTRACT BY THE MC**

The MC may, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through(d) below, terminate this Contract:

- a) if the DMG fails to pay any money due to the MC pursuant to this Contract and not subject to dispute, within forty-five (45) days after receiving written notice from the MC that such payment is overdue;
- b) if DMG is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the

MC may have subsequently approved in writing) following the receipt by DMG of the MC's notice specifying such breach;

- c) if, as the result of Force Majeure, the MC is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if DMG fails to comply with any final decision reached as a result of arbitral award.

### **9.13. CESSATION OF RIGHTS AND OBLIGATIONS**

Upon termination of this Contract pursuant or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality, (iii) any right which a Party may have under the Applicable Law

### **9.14. CESSATION OF SERVICES**

Upon termination of this Contract by notice of either Party to the other, the MCs shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **9.15. PAYMENT UPON TERMINATION:**

Upon termination of this Contract, the Employer shall make the following payments to the MC (after offsetting against these payments any amount that may be due from the MC to the Employer):

- a. remuneration for Services satisfactorily performed prior to the effective date of termination
- b. reimbursable expenditures for expenditures actually incurred prior to the effective date of termination.

### **9.16. SETTLEMENT OF DISPUTES**

1. Amicable Settlement: - The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
2. Dispute Settlement: - In case the dispute is not resolved amicably, the matter shall be settled by the arbitrator under the Arbitration and Conciliation Act, 1996 and its decision would be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory

modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of the arbitration shall be Ranchi, Jharkhand. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the MC shall continue to perform all its obligations under Agreement without prejudice of final adjustment in accordance with such award.

3. Legal Jurisdiction: - Any legal dispute arising out of the Consultancy Agreement shall be settled at the Court of Law located at Ranchi, Jharkhand.
4. Governing Law: - This Contract shall be governed by and construed in accordance with the laws of India. Neither DMG nor the MC shall have the right to transfer or assign their responsibilities resulting from this Contract.

### **9.17. FORFEITURE OF EMD**

The EMD is liable to be forfeited if:-

- i) The Bidder modifies or withdraws his offer after due date and time for submission of Bids.
- ii) The Bidder resale from his offer during the validity period.
- iii) The Bidder is revoked during its validity period of the Bid.
- iv) The Bidder increases the prices unilaterally after the opening of Bid and during the validity period of the Bid.
- v) The Bidder does not accept the correction of Bid price pursuant to 'Discrepancies and Adjustment of Errors', of Bid document.
- vi) The successful Bidder does not commence the work as specified in Work order.
- vii) The successful Bidder does not submit the duplicate copy of Work Order issued within 7 days from the date of issue as a token of acceptance, unless any other period has been agreed in writing.

### **9.18. INDEMNIFICATION**

The Bidder assumes responsibility for and shall indemnify and save harmless the DMG, Jharkhand from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Consultant's obligations under the contract, or for which the Consultant has assumed responsibility under the contract, including those imposed under any contract, local or national laws, or in

respect of all salaries, wages or other compensation of all consultants employed by the Bidder in connection with performance of any work covered by the contract. The Bidder shall execute and deliver such other further instruments and to comply with all the requirements of such laws and regulations as may be necessary there under to confirm and effectuate the contract and to protect the DMG, Jharkhand. The DMG, Jharkhand shall not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by the Consultant under this contract.

### **9.19. PURCHASE/DOWNLOADING OF BID DOCUMENT**

- i. The Bid document will be available to download on Jharkhand Govt. and Department of Mines and Geology website and the offers will be received till 18/05/2023 (up to 16:00 Hrs.). Part-I of the Bid will be opened on 19/05/2023 at 16:00 Hrs.
- ii. Director Mines, DMG, Jharkhand reserves right to accept or reject any Bid or part and/or accept other than the lowest quotation without assigning any reason at any stage. The Bidder shall have no claim in this regard whatsoever.
- iii. The Bidder need to submit one copy of the Bid documents duly signed on all pages along with seal as token of unconditional acceptance of the same.
- iv. The bidder shall deposit the tender document fee of Rs 10,000/- (Rupee Ten Thousand) by making online payment at e-payment link on website of Department of Mines and Geology, Jharkhand. (<https://mineralsportal.jharkhand.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>). The receipt of online payment of tender document fee should be included in proposal. Bids shall be summarily rejected if the stipulated cost of Bid document is not paid as specified above. bidders are directed to upload the details of payments (with GRN number) in <https://jharkhandtenders.gov.in> portal.
- v. The bidders are required to quote the rate strictly as per the terms & conditions mentioned in the Bid documents. The conditional Bid/Bid will not be entertained and shall be liable for outright rejection.

### **9.20. OTHER TERMS AND CONDITION**

- (i) The successful bidder shall not, without DMG's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of

information furnished by or on behalf of DMG in connection therewith, to any person other than a person employed by the successful bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- (ii) DMG may by written notice sent to the successful bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for DMG's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. DMG reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.
- (iii) In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with DMG, should be passed on for compliance by the new company new division in the negotiation for their transfer.

## SECTION-10: TECHNICAL PROPOSAL

### FORM TECH - 1

#### TECHNICAL PROPOSAL

[Location, Date]

To,

Director Mines

Department of Mines & Geology,

Jharkhand

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal Ref No [insert ref no] dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate cover.

We are submitting our Proposal in individual capacity. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated (**Please indicate date**).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of

Firm:

Address:

## FORM TECH – 2

### FORM TECH – 2A

#### BIDDER'S ORGANIZATION AND EXPERIENCE

#### FORM TECH-2A: MC's Organization

[Provide here a brief (maximum 10 pages) description of the background and organization of the MC]

Name of consultant:	
Address of Registered Office of Bidder:	
Year of Establishment:	
Contact Person with Contact Details:	
Annual Turnover* in last three years (in Lakhs) Average Annual Turnover for above three Financial Years (FY 2019-20, FY 2020-21, FY 2021-22): *Audited Statements to be enclosed	
Net worth of Bidder (Mention Amount) and Certificate for auditor	
Experience in Similar Assignment: <ul style="list-style-type: none"><li>• Number of years:</li><li>• Total assignments:</li><li>• Assignments completed in last 07 years:</li></ul>	
Any Award or Felicitation received by your Agency:	
Offices available in No of Countries	
Any Other Relevant Details:	

**FORM TECH-2B**

Bidder's Experience

Bidder's Experience (For Full Technical Proposals Only)

Assignment Name :	Country:
Location within Country:	Professional Staff Provided by Your Firm/Entity (Profiles):
Name of Firm/Entity:	No. of Staff:
Address:	No. of Staff-Months: Duration of Assignment:
Start Date (Month / Year)	Completion Date (Month / Year)
Name of Associated Consultants, If Any:	No. of Months of Professions; Staff Provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services * Provided by Your Staff:	

\*(Completion Certificate from Employer regarding experience should be furnished)

**Firm's Name:**

**Signature of Authorized Representative:**



## FORM TECH - 3

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

- a) **Approach and Methodology:** In this chapter MC should explain understanding of the 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. MC should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them.
- b) **Work Plan:** In this chapter MC should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by DMG), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including report to be delivered as final output, should be included here.
- c) **Organization and Personnel:** In this chapter MC should propose the structure and composition of proposed team. MC should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the RFP is an indicative minimum requirement. The MC should assess the specific and realistic manpower with reference to specific project package.

## FORM TECH - 4

### TEAM COMPOSITION, TASK ASSIGNMENTS

#### Onsite Team

S.No.	Name of the Expert/Team member	Educational Qualification	Area of Expertise	Years of Experience	Task Assigned	CV Details with signature

## FORM TECH - 5

### CURRICULUM VITAE (CV) FOR PROPOSED Onsite team.

*(Summary of CV: Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV)*

- a. Proposed Position [only one candidate shall be nominated for each position]:
- b. Name of Firm [Insert name of firm proposing the expert/Team member]:
- c. Name of Expert/Team member [Insert full name]:
- d. Date of Birth: Citizenship:
- e. Education [Indicate college/university and other specialized education of expert/Team member, giving names of institutions, degrees obtained, and dates of obtainment]:
- f. Membership of Professional Associations:
- g. Other Training [Indicate significant training since degrees under 5 -Education were obtained]:
- h. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- i. Employment Record [Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience period of specific assignment must be clearly mentioned, also give Employer references, where appropriate.]:  
  
From [Year]: To [Year]:  
Employer:  
Positions held:
- j. List all task to be performed under this project and corresponding experience of the expert/Team member
- k. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- I. This CV correctly describes my qualifications and my experience.
- II. I am not employed by the Executing /Implementing Agency.
- III. I am/I am not in regular full-time employment with the MC
- IV. In the absence of medical incapacity, I will undertake this assignment for the duration

provided team mobilization takes place within the validity of this Bid or any agreed extension thereof.

- V. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project
- VI. I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Bid.
- VII. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Days/Month/Year]

[Signature of expert/Team member or authorized representative of the firm]

Full name of authorized representative:

## SECTION-11: FINANCIAL PROPOSAL

### FORM FIN – 1

#### FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

Director Mines

Department of Mines & Geology,

Jharkhand

Dear Sir /Madam;

Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out in the RFP, We confirm the following:

1. Therefore, the Total Financial Quote is Rs.\_/-(in figures)(INR\_\_\_\_\_in Words) for Phase I of the project spanning 24 months from the date of effective date of the Contract with DMG. If extension for Phase II spanning another 12 months, is allowed by DMG after satisfactory completion of Phase I, this amount would be escalated by 10% for Phase II (proportionate for 12 months only). A further 10% escalation on the revised FQ would be applicable for Phase III for a further duration of 12 months, if extension is granted by DMG after satisfactory completion of Phase II. Service Tax/GST, as applicable, is not included in the above fee and shall be payable to MC in addition to the above as per prevailing rates. The escalation of 10% amount in Phase-II and Phase-III will be considered only on satisfactory performance of the MC and number of milestone achieved as mentioned in Section 5 Objective and Scope of Work. The Monthly Retainership fees shall become payable every month upon submission of the reports as described in the Terms and Conditions of this RFP document, till the expiry/ early termination of the Agreement, provided the MC continuously performs its role to the satisfaction of Directorates of Mines and Geology (DMG), Jharkhand.

In case of discrepancy in Figures and Words for the Amount Quoted, the Lowest of the two will be considered. The price quoted above are inclusive of cost of deployment of team at DMG office at Ranchi. Expenses incurred on travel outside Ranchi for executing the scope of work of this assignment shall be borne by DMG on actual.

We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the RFP including the Terms of Reference enclosed as part of the RFP. We confirm that our Financial Proposal is FINAL in all respects and contain no conditions. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## SECTION – 12: ANNEXURES

### ANNEXURE – A: BID SECURITY FORM

#### BID SECURITY FORM-BANK GUARANTEE

(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary : \_\_\_\_\_ ( name and address of DMG)

Date: \_\_\_\_\_

Bid Security No.: \_\_\_\_\_

Whereas M/s \_\_\_\_\_ (insert the name of the Bidder) (hereinafter called the "Bidder") has submitted its technical & financial proposals for the work of \_\_\_\_\_ (insert the name of work for which proposal is submitted) (hereinafter called the "Proposal") dated \_\_\_\_\_ against the DMG's Notice Inviting Tenders (NIT) Notice Inviting Proposal/Invitation for Bid (IFB) No. \_\_\_\_\_ (Insert NIT/NIP/IFB number as per publication in newspaper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.

At the request of the Bidder, we \_\_\_\_\_ (insert name of the bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of \_\_\_\_\_ (insert bid security amount in figures) \_\_\_\_\_ (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the RFP conditions, because the Bidder:

- a) has withdrawn its Proposal during the period of Proposal validity specified by the Bidder in the Technical Proposal Form; or
- b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITC") of the RFP Document; or
- c) Having been notified of the acceptance of its Proposal by the DMG during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITC.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued upon the Instruction

of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) forty-five days after the expiration of the Bidder's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_ Bank's seal and authorized signature(s) \_\_\_\_\_



## ANNEXURE – B: CHECKLIST

### Preliminary Checklist for Bidders for Pre-Qualification Criteria

- A. In case of single entity, all the forms as mentioned in the table below have to be submitted by the bidder himself in order to qualify in pre-qualification criteria.

S.No.	Check Box	Document
1.		Tender Fee (As asked in RFP)
2.		Earnest Money Deposit Fee (As asked in RFP)
3.		Signed Integrity Pact
4.		Certificate of Incorporation (As asked in RFP)
5.		Declaration of not being blacklisted
6.		Audited Balance Sheet for last 3 years (As asked in RFP)
7.		CA/Auditor certified Profit Loss Statement for last 3 years
8.		Annual Turnover Certificate (As asked in RFP)
9.		All Technical Forms (Form TECH1 to TECH5, including work experience in form of completion certificates)
8a		FORM TECH 1
8b		FORM TECH 2
		TECH 2A
		TECH 2B
8c		FORM TECH 3
8d		FORM TECH 4

<b>S.No.</b>	<b>Check Box</b>	<b>Document</b>
8e		FORM TECH 5
10.		Financial Forms : Form FIN1
11.		Service Tax Registration
12.		PAN Card copy

**ANNEXURE – C: PERFORMANCE SECURITY FORM**

Ref: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_ Date: \_\_\_\_\_

To, xxxx

Dear Sir/Madam,

In consideration of Directorates of Mines and Geology, Department of Mines and Geology (DMG), Jharkhand, (hereinafter referred as the “DMG”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (Hereinafter referred to as the “MC” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of DMG’s Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the MC, resulting in a Contract valued at \_\_\_\_\_ for (name of the project)

\_\_\_\_\_ (hereinafter called the “Contract”) and the MC having agreed to furnish a Bank Guarantee to DMG against the release of retention money as stipulated by DMG in the said contract for accuracy of the services performed amounting to Rs.

\_\_\_\_\_ (in words and figures).

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay DMG immediately on demand any or, all amount payable by the MC to the extent of as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the MC. Any such demand made by DMG on the Bank shall be conclusive and binding notwithstanding any difference between DMG and the MC or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till DMG discharges this guarantee.

DMG shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the MC. DMG shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against DMG and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between DMG and the MC any other course or remedy or security available to

DMG. The bank shall not be relieved of its obligations under these presents by any exercise by DMG of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of DMG or any other indulgence shown by DMG or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

\_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ days of \_\_\_\_\_ 2022 at \_\_\_\_\_

WITNESS \_\_\_\_\_

(Name)

(Name)

(Signature)

(Signature)

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out whichever is not applicable. @ The date will be nine months after the date of commencement of services. However its validity should be extendable if requested by DMG, Jharkhand.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The Bank Guarantee will be accepted which is issued by any Scheduled Commercial Bank in India having its office at Ranchi

**ANNEXURE – D: POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

Know all men by these presents, We \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), \_\_\_\_\_son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, [who is presently employed with us/ and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for providing Management Consultancy support to Directorates of Mines and Geology(DMG), Jharkhand, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre- Applications and other conferences and providing information/ responses to DMG, representing us in all matters before DMG, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with DMG in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with DMG.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_DAY OF \_\_\_\_\_, 20\_\_

FOR \_\_\_\_\_

(SIGNATURE)

(NAME, TITLE, ADDRESS)

WITNESS:

1.

2. (ACCEPTED)

(SIGNATURE)

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

**[NOTARIZED]**

- (a) 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.
- (b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- (c) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issues.

## ANNEXURE – E - FORMAT OF INTEGRITY PACT

### INTEGRITY PACT

Between

Department of Mines and Geology, Jharkhand (hereinafter referred to as "The Employer")

And

..... (hereinafter referred to as "The Bidder/Management Consultant")

#### Preamble

The Employer invites the bids from all eligible bidders and intends to enter into contract for ....., with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s).

#### Section 1: Commitments of the Employer

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:
  - a. No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
  - b. The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the contract execution.
  - c. The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2: Commitments and Undertakings by the Bidder**

3. The Bidder commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
  - a. The Bidder undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
  - b. The Bidder undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
  - d. The Bidder will, when presenting his bid undertakes, to disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
4. The Bidder will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

## **Section 3: Disqualification from Bidding Process and Exclusion from Future Contracts**

5. If the Bidder(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 or in any other form so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s) from the bidding process or to terminate the contract, if signed on that ground.
6. If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for anyfuture



tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 3 years.

7. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
8. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
9. Subject to full satisfaction of the Employer, the exclusion of Bidder could be revoked by the Employer if the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Section 4: Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees**

10. If the Employer has disqualified the Bidder from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
11. In addition to 10 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Bidder's Default.

#### **Section 5: Previous Transgressions**

12. The Bidder swears on oath that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country conforming to TI approach or including with any Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify bidder's exclusion from the tender process.

- 13. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

**Section 6: Company Code of Conduct**

- 14. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

**Section 7: Pact Duration**

- 15. This Pact comes into force from the date of signing by all the parties. It shall expire for the Successful Bidder 12 months after the last payment under the respective contract, and for all other unsuccessful bidders 6 months after the contract has been awarded.

**Section-9 Miscellaneous Provisions**

- 16. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be Ranchi.
- 17. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 18. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

The Parties hereby sign this Integrity Pact at ..... on this ..... day of ..... 20....

**Employer**  
Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_

**Bidder**  
Witness  
1. \_\_\_\_\_  
2. \_\_\_\_\_