

	DEPARTMENT OF INDUSTRIES MINES AND GEOLOGY, JHARKHAND	
	Third Floor, Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand- 834002, Tele-Fax. - 0651-2491607	
Bid no: DMG/RFP/01/2017-18		Dated: 11-05-2017

Government of Jharkhand

**Request for Proposal (RFP)
for**

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

Revised RFP Version-2.0 (after pre-bid conference dated 19.04.2017)

Cost of document: INR Five Thousand only (Rs. 5,000/- Non-Refundable) per Bid application
towards the cost of Bid document.

Note: - The bidder shall deposit the tender document fee of Rs 5,000/- (Rupee Five Thousand) by making online payment at e-payment link on website of Department of Industries, Mines and Geology, Jharkhand.
(<http://portal.jharkhandminerals.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>). The receipt of online payment of tender document fee should be included in proposal.

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SECTION – 1: NOTICE INVITING TENDER

GOVERNMENT OF JHARKHAND
DEPARTMENT OF INDUSTRIES, MINES & GEOLOGY
DIRECTORATE OF MINES

In reference to RFP issued by DIMG (reference: NIT No. : DIMG/RFP/01/2017-18) for appointment of management consultant for strategic support to Directorate of Mines and Geology, Department of Industries, Mines & Geology, Government of Jharkhand, Revised RFP Version-2.0 (after pre-bid conference dated 19.04.2017) is issued.

The Tender document is available on Department of Industries, Mines & Geology, Jharkhand's website <http://www.jharkhand.gov.in/mines-geology>, <http://www.Jharkhandtender.gov.in> and <http://www.Jharkhandminerals.gov.in>

The Bidder needs to submit their proposal on or before 1.00 PM on 31.05.2017 at the address given below.

The Director Mines,
Department of Industries, Mines and Geology,
Third Floor, Yojana Bhawan,
Nepal House, Doranda, Ranchi, Jharkhand- 834002,

The bidder shall deposit the tender document fee of Rs 5,000/- (Rupee Five Thousand) by making online payment at e-payment link on website of Department of Industries, Mines and Geology, Jharkhand. (<http://portal.jharkhandminerals.gov.in/portal/pms/PMSPayMiningFeeOuter.aspx>). The receipt of online payment of tender document fee should be included in proposal.

Tenders received after the stipulated date and time will not be entertained. The Bidders proposal shall be opened at 4.00 PM on 31.05.2017 at the Directorate office in Nepal house. 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: jharkhandminerals.gov.in / Jharkhand.gov.in

Sd/-

(S.I. Minz)
Director, Mines

1.	Name of the Work	Request for Proposal for Engagement Of Consultant For providing Management Consultancy Services (MCS) to Department of Industries, Mines & Geology (DIMG), Government of Jharkhand
2.	Mode of submission of bids	Two part bid submission
3.	Type of tender	Open Tender
4.	Tender Fee (non-refundable)	INR 5,000 (Rupees Five Thousand only)
	Earnest Money Deposit (EMD) (refundable)	INR 5,00,000 (Rupees Five Lakhs only)
5.	Duration of assignment	1 Year (12 months) with 12 months extensions to be made twice, each dependent upon satisfactory performance of the selected bidder
6.	Date of Publication of Tender(as revised after pre-bid conference) on website	11/05/2017
7.	Last Date/ Time for submission of bids	31/05 /2017 up to 13:00 hrs.
8.	Date and Time of Bid Opening	31/05 /2017 up to 16:00 hrs..
9.	Bid submission address	The Director Mines, Department of Industries, Mines and Geology, Third Floor, Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand- 834002.

Further details can be seen on website: jharkhandminerals.gov.in / Jharkhand.gov.in

Sd/-

(S.I. Minz)

Director, Mines

Department of Industries, 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 Industries, 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 Industries, 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 Industries, 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 Industries, 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 Industries, 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 Director, Mines, Department of Industries, Mines and Geology, Jharkhand immediately at the following address:
**The Director Mines,
Department of Industries, Mines and Geology
Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand - 834002,
Fax: 0651-2491607, 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 Industries, 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 Industries, Mines and Geology, Jharkhand. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Department of Industries, 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 Industries, 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 Industries, 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 Industries, Mines and Geology, Jharkhand and their consultants shall not, under any circumstances, be responsible or liable for any such costs.

Signature of the Bidder with Date & Seal

SECTION – 3: About Department of Industries, 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 1st position in coal reserve, 2nd position in Iron ore reserve, 3rd position in Copper ore reserve, 7th 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 Industries, 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 DIMG 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. “DIMG” means Department of Industries, 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 DIMG and the MC, and expected results and deliverables of the assignment.
16. “Gol” stands for Government of India
17. “GoJ” stands for Government of Jharkhand

SECTION – 5: OBJECTIVE AND SCOPE OF WORK

1. Objective

DIMG 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 DIMG 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 effective back office support to MC's team for successful implementation of the work assigned to the MC's team. The MC's team shall be stationed at Ranchi and work directly under DIMG.

2. Scope of work

a) **Diagnostic assessment** – Review of mineral sector, as is review of DIMG and mineral sector administration in state

- i. Study of present objectives, functions and roles of organization;
- ii. Assessment of existing capacities of organization;
- iii. Estimation of current state of mineral production, administration and capacity;
- iv. Broad market assessment of key minerals in Jharkhand;
- v. Value chain analysis of all major and minor minerals for articulation of regulatory mechanism to asses past, present and future market linkages.

The purpose of the market assessment study is to identify the current structure of industry, potential of growth and estimate the future demand of particular minerals globally and its impact on strategies of mineral development in the State. The Market Assessment study will cover following with specific focus on Jharkhand:

- market size and structure of mineral industry;
- Study of regulatory environment for doing business in mineral sector
- Identification of key minerals impacting or potential to impact State's economy
- Demand & supply scenario of the key minerals;
- Potential growth profile and opportunities for the key minerals;
- vi. Updates on recent regulatory developments in the mineral sector and identifying new activities/roles required to be taken up by DIMG in such changing scenario
- vii. Study of future plans/preferences/objectives of organization
- viii. Preparation of roadmap for the mineral exploration, auction and development of policies for identified key minerals
- ix. Assessment of the areas affected due to lack of skilled personnel, and

- x. Assistance to prepare SOF and para-wise comments in legal matter.

b) Capacity Building & strengthening of institutions

i. Phase I: Gap assessment and capacity building strategy formulation

- Based on the assessment of current capacities and future requirements, identify the capacities to be strengthened such as technical, operational, management etc.
- Establishing goals with clear visions for all working Directorates, mineral administration at various levels
- Mapping of desired skills set requirements based on the identified capacities to be strengthened
- Developing strategies for achieving these capacities; manpower planning; design training programs; Training and orientation planning and motivational workshop.
- Capacity building plan for existing manpower in view of changing scenario and future needs
- Preparation of implementation plan, framework; Business Process review for better effectiveness and transparency; way forward

ii. Phase 2: Implementation of Capacity building strategies and procedures

- Directorate restructuring and task mitigation for improving efficiency
- Preparation, deliberation and approval of revised Organization structure – based on modified Job description / Competence role matrix
- Development and designing of Standard Operating Procedures (SOP)
- Capacity Building program on various tasks based on Train the trainer approach including visit to other organizations and lecture of expert faculties. MC will only suggest training needs. DIMG will organize trainings in consultation with MC.

Objective of entire Module b is to assist and equip DIMG in managing the roles and responsibilities under new regulatory scenario and achieve Government of Jharkhand objective from mineral sector.

c) Program Management support for Mineral Administration.

Management Consultant will support organization in program and manage the following activities and provide assistance in hiring / on boarding competent agencies, as applicable

- Lease management – Grant / Cancellation / Extension of existing mining leases/composite licenses as well as new leases
- Review and tracking of mineral revenues vis-à-vis annual targets
- Monitoring statutory compliances related to mineral revenue administration for existing mines and new mines

- Lease boundary management to identify the gap areas or overlapping of mining leases and illegal mining and assistance in resolving mine area disputes.
- Support in Planning and execution of DGPS and Geo-reference survey and its surveillance.

MC's role will be limited to provide program management support, prepare MIS for tracking development of various leases and compliance etc. and provide suggestions on specific commercial, management and financial matters referred to MC. Mineral Administration and all related decision making would be done by DIMG only.

d) Formulation of Exploration Strategy and selection of exploration agency

i. Exploration Strategy

- Assessment of future exploration needs considering mineral auction program as per the MMDR Act 2015 for notified minerals/key minerals
- Identify the key players/resource requirements in each part of value chain and accordingly development of alternative business models
- Identification of associated mineral / tailings, which enhances the revenue in terms of royalty.
- Based on above studies, to draft State's exploration plan covering following:
 - Identify exploration requirements for the state considering requirements of MMDR Act 2015 and Minerals (Evidence of Mineral Contents) Rules, 2015
 - Identification of new mineral bearing areas for exploration and prepare strategy for exploration and suggest suitable ways and technologies for exploration
- Development of a mineral data bank for the state of Jharkhand based on the mineral inventory and reports available with DIMG.

- ii. Suggestion of potential business models and finalization in consultation with DIMG for procurement of exploration services
- iii. Assistance in implementation of key provisions of National Mineral Exploration policy (NMEP) by assistance in selection of suitable agencies for exploration, implementation of NMEP.

e) Policy formulation, Mineral value addition and investment promotion

- i. Assist in formulation and / or revision of policies for minor mineral concessions, if required, including preparation of draft policies.
- ii. Assistance in preparation for auction of Mineral bearing area for mining leases and/or composite licenses as per requirement except coal
- iii. Assist in identification of minerals with potential for value addition
- iv. Assist in formulating policies for mineral value addition and attracting investments
- v. Assist in identifying potential investors for specific mineral based investments
- vi. Assist in reviewing mineral specific collaterals for promotion of investment opportunities

f) Monitoring and Compliance

- i. Developing framework for model agreement administration and monitoring compliance for including coal Mineral sector (for minerals to be monitored by DIMG).
 - Study and identify reporting and monitoring requirements;
 - Develop framework to monitor outcomes on key compliances and obligations and decision points based on model MDPA
 - Review key conditions and developing MDPA monitoring framework – Key activities, timelines, role, responsibility, KPIs etc.
 - Finalization of methodology for estimating payments, monthly bid payments (linked to indices), royalty etc.
 - Finalization of system for monitoring of mineral grade, price etc. as per various circulars/notification issued from Govt. of India/Govt. of Jharkhand and other Govt entities time to time. It is clarified that this does not include developing any IT framework/system or purchase of any paid database etc. which will be done by DIMG if required. Any hardware or software required would be bought by DIMG separately.
 - Framework for monitoring of royalty payments, demands, other arrears (NMET, DMF etc) and follow up etc.
 - Identifying IT system requirements for monitoring and compliance
 - Identification of issues related to regulatory compliance and providing assistance to DIMG for preparation of case and supporting for change in regulations and policies.
 - Review and benchmarking of existing royalties and duties for minerals
- ii. Review of budget vs. actual -Tracking and reconciliation of mineral revenues vis-à-vis annual targets, Monitoring of government budget vis-à-vis expenditure for minerals,
- iii. Framework for monitoring of collection and utilization of funds for District Mineral Fund (DMF) and National Mineral Exploration Trust (NMET)
- iv. Assist in implementation of processes and systems for leakage control
- v. Assist in exercising delegations of power from Coal Controller under Colliery control Order 2004 and various guidelines issued by Govt of India for monitoring and compliance in coal sector
 - Preparation of framework, SOPs, capacity addition and review facilities with DIMG for undertaking roles and responsibilities delegated on States from CCO and ensuring compliance of Coal Mine Development and Production Agreement.
 - Review and designing of Procedure for categorization of coal in compliance with Rule 4 of CCO;
 - Monitoring and review of Submission of returns & information in compliance with Rule 5 of CCO
 - Assistance in Quality Surveillance in compliance with Rule 7 of CCO
 - Development of framework for quality analysis
 - Responsibility sharing and organizational structure

- Designing of Sampling procedures- SOP manuals
- Designing of Analysis procedures- SOP manuals
- Monitoring and data analysis
- Monitoring for Notice of suspension or closure in compliance with Rule 10 of CCO
- Development of Framework for inspection of colliery in compliance with Rule 12 of CCO
- Review of existing industry practices followed by CIL and its subsidiaries in terms of Fuel Supply Agreement (FSA)

g) Technology Enablement

Consultants will provide project management assistance for technology enablement initiatives and help client in selection of a right technology partner for implementation of initiatives, such as

- Technology enablers for mines monitoring (mine surveillance systems) and production tracking
- Evaluation of new generation technologies for aerial surveys / GPS of mineral bearing areas
- Development of a mineral data bank for the state of Jharkhand

h) Bid process management for auction of mineral blocks

- I. Reserve price estimation of mineral blocks
 - i. Study of methodology and/or guidelines issued by Central and other state agencies for calculation of value of mineral assets and reserve price calculation
 - ii. Review methodology and basis followed for reserve price estimation in past.
 - iii. Based on Government of India guidelines, assist in assessing reserve price for the assets
 - iv. Wherever required, industry norms would be used to assess reserve price for example for cost or price parameters (IBM reported price).
- II. Drafting and finalization of tender specific bid documents, NIT and Mine Dossier based on Gol Model Document for Mineral Auction.
- III. Provide recommendations/suggestions on the pre bid queries received by DIMG
- IV. Provide DIMG suggestive responses to various pre bid queries in the nature of bid process, commercial or financial matters. Suggest changes which may be required in bid document, if any.
- V. Assist in preparing necessary amendments/corrigendum, if any, in line with the clarifications issued
- VI. Assist DIMG in evaluation of technical/qualification bids received from bidders based on the pre agreed framework prescribed in the tender.
- VII. Submit observations/suggestions/ recommendation on the bids received to DIMG as part of bid evaluation assistance.

- VIII. Coordination with e-auction platform provider in order to familiarize him with the tender documents for conduct of e-auction.
- IX. Compiling/summarizing outcome of the bid process.

i) Bid Process Management for selection of exploration agency

- i. Preparation of model bid and contract document for selection of agency for exploration
- ii. Bid process management for selection of agency for exploration
- iii. Draft framework to monitor activities and compliance by selected agency

j) Other work

Consultants will provide project management assistance for other sundry work, such as

- Preparation of framework for inter-department co-operation and Assisting DIMG in its implementation.
- 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.
- Post Auction, follow up with the lessee/allottee for lease execution and assistance to DIMG for execution of lease and operationalization of the mines within the State.

3. Support by DIMG, Jharkhand

- i. Whilst the consultant may in the course of their work provide advice to DIMG, Jharkhand in matter relevant to a decision by DIMG, Jharkhand, the responsibility to take that course of action shall rest solely with the DIMG, Jharkhand.
- ii. The consultant is not envisaged to undertake the following activities and DIMG 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. DIMG, 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.

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 DIMG.

- ii. The deliverable documents are to be in soft and hard copies concerning each task.
- iii. The consultant team shall assist DIMG officials in co-ordination and discuss the salient features of the project documents before finalization.
- iv. The Project Manager will make regular presentations on the work plan and this will be a working document.
- v. 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 DIMG. The Agreed deliverable plan would be considered as bench mark for monthly payments.

SECTION – 6: PRE QUALIFYING CRITERIA

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

S.NO.	Basic requirement	Specific requirement	Documents required
1.	Bidder turnover	The bidder should have a minimum average annual turnover of INR 50 crore over the last three audited financial years (FY 2013-14, FY 2014-15, FY 2015-16) from Consultancy Services .	<ul style="list-style-type: none"> • Extracts from the audited Balance sheet and Profit & Loss Account; OR • Certificate from the statutory auditor
2.	Technical capability	<p>In the last five financial years (FY2011-12 to FY2015-16):-</p> <p>a) Bidder should have completed at least one project of Capacity Building in Heavy capital/Infrastructure Projects (Mining/ Metals/ Power/ Oil and Gas) for any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking.</p> <p style="text-align: center;">or</p> <p>b) Bidder should have completed at least 2 project for bid process management/ transaction advisory services in mining sector for any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking.</p> <p style="text-align: center;">or</p> <p>c) Bidder should have completed at least one project for a Government entity in mining sector. The period of such engagement shall not be less than three months and the project shall be covering services such as preparing or monitoring business plan, performance monitoring of organization. Services in related sectors such as steel, power etc.</p>	<ul style="list-style-type: none"> • Copies of Work order along with copies of client certificate(s) stating completion of the project(s)

S.NO.	Basic requirement	Specific requirement	Documents required
		shall not be considered.	
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 2016.	<ul style="list-style-type: none"> • Certificates of incorporation • Memorandum of Association and Articles of Association • Registration Certificates • Service Tax Registration
4.	Bidder consulting 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 been black listed by any Central / State Government or its undertakings (Central/State Government and Public Sector) must be submitted on original letter head of the bidder with signature and stamp.	A Self Certified Letter by an Authorized Signatory

SECTION – 7: INSTRUCTIONS TO BIDDERS

Introduction

1. Director Mines, Department of Industries, Mines and Geology, Jharkhand, invites proposals from eligible consulting firms/agencies under National Competitive Bidding for providing Management Consultancy Services to DIMG 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 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 DIMG (<http://www.jharkhand.gov.in/mines-geology>, <http://www.Jharkhandtender.gov.in> and <http://www.Jharkhandminerals.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 DIMG and the MC (the “Consultancy Agreement”). MC shall station its team at DIMG 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.

General Terms and Conditions

1. The interested bidders can submit their queries through post or on email ID jhr_mines@yahoo.in in writing on or before 14.04.2017. Queries received after the set time limit shall not be considered in the pre bid meeting.
2. Pre-bid meeting will take place on 19/04/2017 at 11:00 hrs in the office of Director Mines, Department of Industries, Mines and Geology (DIMG), Jharkhand, India, 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 DIMG telephonically on tele-fax no. 0651-2491607 or 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 DIMG.
4. The deadline for receipt of proposals shall be on the date mentioned in the Notice Inviting Proposal unless notified otherwise.

5. DIMG 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 DIMG are not reimbursable by DIMG. 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. DIMG will make its best effort to complete negotiations within this period. In case of need, DIMG 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, DIMG 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:** - DIMG requires that the selected bidder provide professional, objective, and impartial advice and at all times hold the DIMG'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 DIMG.

17. **Fraud and Corruption:** - DIMG 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 5,000/- (Rupee Five Thousand) by making online payment at e-payment link on website of Department of Industries, Mines and Geology, Jharkhand.

(<http://portal.jharkhandminerals.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.

19. **Bid Security** : -**The Bid Security of amount Rs 5,00,000/- (INR Five Lakhs only) in favour of “Director Mines, Department of Industries, 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**. DIMG 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 DIMG.

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 DIMG, 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 Industries, Mines and Geology (DIMG), Jharkhand**”, must be submitted on 31.05.2017 upto 13:00 hrs through registered post/ speed post/ by hand. DIMG will not consider any postal delay or otherwise in delivery or non-receipt of the payment. The Bid should be submitted to following address:

Shri S. I. Minz,
Director Mines
Department of Industries, Mines and Geology,
Government of Jharkhand,
Yojana Bhawan, Nepal House, Doranda, Ranchi
Ph.- 0651-2490235, Fax: 0651- 2491607, E-mail Address: jhr_mines@yahoo.in

Technical Proposal

5. The Technical Proposal shall not include any information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared nonresponsive.
6. 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. DIMG 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 DIMG 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.

Financial Proposal

- 7. Financial proposal must be submitted by the bidder in the financial cover separately.
 - a. All information provided in Bidders' Financial Proposal will be treated as confidential.
 - b. The Financial Proposal is to be submitted in the requisite FIN forms enclosed.
 - c. 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). DIMG shall pay Service Tax and associated cess and surcharge as applicable. All the cost shall be in INR.
 - d. The price quoted shall be inclusive of cost of deployment of team at DIMG 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 DIMG shall be borne by DIMG on actual. All such travel shall be with Prior approval from DIMG.

Submission, Receipt and Opening of Proposals

- 8. 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.
- 9. 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.

10. All documents of proposal i.e. Technical Proposal, Tender Fee, EMD Integrity Pact and Financial Proposal shall be submitted at DIMG office within the due date as specified in NIT and RFP.
11. 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]". DIMG 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.
12. 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

Responsive Check

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

- a) 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.
- b) 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.
- c) 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.
- d) 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.

Proposal Evaluation

General

- (i) **Any effort by a Bidder to influence the DIMG in examination, evaluation, ranking of Proposals or recommendation or award of contract may result in rejection of its Bid.**
- (ii) A two stage procedure will be adopted in evaluating the proposals.
- (iii) A technical evaluation which will be carried out prior to opening of financial proposals
- (iv) 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.

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 DIMG'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 DIMG 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 DIMG 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

Item no	Criteria	Maximum score	Scoring pattern
A	Global presence of bidder	5	
A.1	Number of completed international assignments in mining sector undertaken by the Bidder in the past ten years from the date of submission of bids.	5	1 mark for each completed assignment
B	Work experience of bidder in last 10 years	35	Note: If any assignment meets multiple criteria, then it can be considered multiple times and will be evaluated separately against each criteria. However, within a specific criterion, any work order will be considered once only as one single work.
B.1	Number of completed assignments in areas of capacity building/organisation restructuring of state PSUs/state Directorates in India (Central or State Level) Note: Experience in mining, power, oil and gas, metal sectors shall only be considered	10	2 marks for each completed assignment
B.2	Number of completed assignments in area of Bid Process Management/transaction advisory for selection of mine owner through auction/JV Partner/mining contractor/exploration agency in mineral sector in India	10	2 marks for each completed assignment. In case more than one mines are covered under same work order, it shall be considered as one experience only and separate marks won't be awarded for each individual mines.
B.3	Number of completed assignments in cost estimation of mining assets in India	5	1 mark for each completed assignment

B.4	Number of completed assignments in preparation and/monitoring of business plan and strategy for organizations in mineral/metal sector in India.	5	1 mark for each completed assignment
B.5	Number of assignments in area of policy/regulatory/model agreement preparation in mining, power, Oil& Gas, metal sector	5	1 mark for each completed assignment
C	Approach and methodology (To be presented by proposed Team Leader)	20	
C.1	Approach and Methodology for proposed Assignment The description of approach and methodology shall include but not limited to the following: a) Understanding of Objectives b) Quality of Methodology c) Work Program d) Organization and Personnel	20	<ul style="list-style-type: none"> As per evaluation committee All team members must be present during the A&M presentation, evaluation of team will be integrated as a part of A&M evaluation Each of the team member may be separately interviewed at that time, to assess their capability for delivering the scope. DIMG will not reimburse any cost towards A&M presentation and interview
D	Expert Team for assignment	No marks	
D.1	Finance Expert (on need basis) (estimated days over 1 year are 20 man days) <ul style="list-style-type: none"> Should have at-least 15 years of relevant experience Should be a MBA (Finance)/CA/CFA/CWA or 	No marks allocated	Proposed person should meet minimum requirement mentioned

	<p>equivalent</p> <p>Should have experience of project evaluation, financial appraisal, financial due diligence,</p>		
D.2	<p>Commercial Expert (need basis) (estimated days over 1 year are 20 man days)</p> <ul style="list-style-type: none"> – Should have at-least 15 years of relevant experience – Should be Engineer/MBA/CA/CFA/CWA with mining experience – Should have experience of commercial contracts, market assessment, planning and strategy 	No marks allocated	Proposed person should meet minimum requirement mentioned
E	Onsite Team for assignment	30	
E1	<p>Mining Expert (Team Leader – Full Time Onsite) - Should have at-least 10 years of relevant experience in mining sector</p> <ul style="list-style-type: none"> – Should be Mining Engineer with MBA from recognized reputed and recognized institute/university <p>Should have experience of mining operation, project management, & Commercial assessment.</p>	10	<ul style="list-style-type: none"> • Experience (max. 5 marks): 3 marks for 10 years’ relevant experience and additional 0.5 mark for each additional 1 years’ relevant experience • Qualification (max 2 mark): 1 mark for second class manager’s certificate of competency (coal/metal) while 2 marks for first class manager’s certificate of competency (Coal/Metal) • Interview (max 3 marks)
E2	<p>Mining Specialist (Full Time)</p> <ul style="list-style-type: none"> – Should have at-least 5 years of relevant experience in mining sector 	5	<ul style="list-style-type: none"> • Experience (max. 5 marks): 3 marks for 5 years’ relevant experience and additional 1 mark for each additional 1 years’

	<ul style="list-style-type: none"> – Should be Mining Engineer/ MBA in Mine management – Should have experience of mining activities, project management, commercial assessment, tender documents 		relevant experience
E.3	<p>Finance Specialist (Full Time)</p> <ul style="list-style-type: none"> – Should have at-least 5years of relevant experience – Should be a MBA/CA/CFA or equivalent – Should have experience of project evaluation, financial appraisal, financial due diligence, 	5	<ul style="list-style-type: none"> • Experience (max. 5 marks): 3 marks for 5 years’ relevant experience and additional 1 mark for each additional 1 years’ relevant experience
E.4	<p>Geology Specialist (Full Time)-</p> <ul style="list-style-type: none"> – Should have at-least 5 years of relevant experience – Should have worked as Geologist in reputed organization – Should have experience of mineral exploration and evaluation of quality and quantity. 	5	<ul style="list-style-type: none"> • Experience (max. 5 marks): 3 marks for 5 years’ relevant experience and additional 1 mark for each additional 1 years’ relevant experience
E.5	<p>HR Specialist (Full Time)</p> <ul style="list-style-type: none"> – Should have at-least 5 years of relevant experience – Should be MBA in HR from reputed and recognized institute/university – Should have experience in Organization Development, Skill evaluation, Personnel management, Learning and Development. – preferably experience in legal matters 	5	<ul style="list-style-type: none"> • Experience (max. 3 marks): 3 marks for 5 years’ relevant experience • Experience in legal matters (max 2 marks) <ul style="list-style-type: none"> – 2 marks if holds degree in law or; – 1 mark for each assignment involving regulations or other legal matters (max. 2 marks)

F	Financial Capacity of Bidder	10	
	Average annual turnover from consulting services by Indian Entity in last 3 Financial Years (in INR) (Standalone turnover of the bidder from Indian entity would be considered)	10	≤50 crores – 0 >50 to ≤250 crores – 3 >250 – ≤500 crores – 6 More than 500 crores – 10
TOTAL TECHNICAL SCORE		100	

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 / assignments 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. All team members should be below 50 years of age.
 - iv. Substitution of any team member will be permitted subject to equally or better qualified and experienced personnel being provided and as approved by DIMG. No team member shall be substituted without prior notice and approval of DIMG.
 - v. The Consultant is obliged to replace a better resource at the request of DIMG in case the resource deployed is not working to the expectation of DIMG.
 - vi. Deputy Team Leader shall be full time on the rolls of Consultant as on the date of Bid submission.
6. Before completion of the evaluation of Technical Proposal, DIMG 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. DIMG 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)

Opening and Evaluation of Financial Proposal

9. 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.

10. 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".
11. DIMG's representative will open Financial Proposal. Such representative will intimate to the qualified Bidder, the total price shown in the Bidder's Financial Proposal. This information will be recorded in writing by DIMG's representative.
12. **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 worked out based on the Monthly Retainership Fee (A), quoted by the Bidders. The Financial Quote "FQ" for any Bidder shall be calculated as;

$$\text{FQ} = \text{A} \times 12$$

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 A X 12**) 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

1. Contract Negotiations and Award of Contract

- a) The Selected Bidder who would be invited for contract negotiations will, as a pre requisite 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 DIMG 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.
- b) **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). DIMG 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 DIMG to ensure satisfactory implementation of the assignment. DIMG shall prepare minutes of negotiations which will be signed by DIMG and the Selected Bidder.
- c) Negotiations will conclude with a review of the draft Contract. To complete negotiations DIMG and the Selected Bidder will initial the agreed draft of the Contract.
- d) After completing negotiations DIMG 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.

2. Duration of Assignment

The duration of assignment shall be initially one (01) year (12 months) termed as Phase I. Upon satisfactory performance in the Phase I DIMG 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 DIMG to be termed as the Phase III only upon satisfactory completion of Phase II. However, DIMG 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 DIMG feels that the MC performance is satisfactory after completion of Phase III, and it still needs the services of MC, DIMG 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.

3. Performance Security

The selected bidder will furnish within 15 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. DIMG 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.

4. Miscellaneous Information

- a. Amounts payable by DIMG to the MC under the contract shall be subjected to deduction of applicable taxes, if any. DIMG 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.**
- b. 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 31.05.2017 on or before 13:00 Hrs.
- c. Expected date for opening of Financial Proposals will be notified later.
- d. Expected date for contract negotiation is to be notified later.
- e. Expected date for commencement of consulting services: two week after issuing Letter of Award.

5. Key Personnel

- a. Key personnel shall be deployed by the MC during the term of this assignment as per requirement proposed in Section 8.
- b. The MC must engage sufficient number of support persons as necessary over and above the specialists as stated in the table above who will assist in analysis, report preparation for on time submission and approval of company for timely completion of tasks
- c. In case any of the specialist proposed by MC needs to be replaced, the same shall be done with prior-approval of DIMG and the replacement shall be done with a specialist having equivalent or higher credentials
- d. No consortium shall be allowed to participate in the Bid. However, the Bidder may fulfill the requirement of other specialists except the deputy team leader from outside individual experts.

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 Proposal made in response to this RFP document. Monthly retainership fee would be payable upon completion of each month.
- b) The fixed Monthly retainership Fee for the first 12 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. Thereafter the Monthly Retainership Fee shall be escalated @ 10% p.a. for the subsequent years that is the Monthly Retainership Fee for Phase II will be escalated by 10% over and above the Monthly Retainership Fee for Phase I and the Monthly Retainership Fee for Phase III will be escalated by 10% over and above the Monthly Retainership Fee for Phase II.
- 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 DIMG in accordance with the schedule and Terms of Reference agreed upon in the Contract.

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 DIMG under this mandate.

8. Providing Services / Support

- a. The successful bidder's personnel shall be used for providing work / services as specified by DIMG 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 users' problems. The successful bidder shall verify the character antecedents before deploying any person at DIMG.
- c. Medical or any other allowances to the sub-consultants / manpower deployed will not be borne by DIMG. It will be the responsibility of the successful bidder.
- d. The manpower deployed will be entitled to the Gazetted holidays of this state Govt. and 15 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. Penalties for Non-Performance

- a) Every MC resource (onsite team) to mark their attendance via Adhaar Enabled Bio-matix Attendance System (AEBAS) to be provided by DIMG and calculation will be done based on AEBAS system. If DIMG does not provide AEBAS, alternate arrangement may be made.
- b) For the calculation of team's attendance for the team, 22 days per month will be considered.
- c) In case of non-availability of any on-site resource for days than pre-approved leaves, a penalty proportionate to 20% of the fixed monthly fee shall be deducted for the proportionate absent days in the month for such resource.
In case of unavoidable circumstances, one replacement in a position shall be allowed only once 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 DIMG 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 DIMG. Such penalty shall not be applicable in case of incapacity or death. However it is clarified, if DIMG ask for replacement due to non-satisfactory performance or any other reasons on its own, no penalty would be applicable.
- d) 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.

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.

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.

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 DIMG 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 DIMG 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 DIMG 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 DIMG fails to comply with any final decision reached as a result of arbitral award.

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

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.

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):

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

16. Settlement of Disputes

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

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.

18. Indemnification

The Bidder assumes responsibility for and shall indemnify and save harmless the DIMG, 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 DIMG, Jharkhand. The DIMG, 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.

19. Purchase/Downloading of Bid Document

- i. The Bid document will be available to down load on Jharkhand Govt and Department of Industries, Mines and Geology website and the offers will be received till 31/05/2017 (up to 13:00 Hrs.). Part-I of the Bid will be opened on the same day at 16:00 Hrs
- ii. Director Mines, DIMG, 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 5,000/- (Rupee Five Thousand) by making online payment at e-payment link on website of Department of Industries, Mines and Geology, Jharkhand.
<http://portal.jharkhandminerals.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.
- 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.

20. Other Terms and Condition

- (i) The successful bidder shall not, without DIMG's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of DIMG 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) DIMG 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 DIMG'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. DIMG 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 DIMG, 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 Industries, 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 – 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) FY 2015-16; 2014-15: FY 2013-14 Average Annual Turnover for above three Financial Years: *Audited Statements to be enclosed Note: In case audited financial statements of FY2015-16 are not available then audited financial statements of FY2012-13, FY 2013-14, FY 2014-15 shall be considered.	
Net worth of Agency (Positive/ Negative):	
Experience in Similar Assignment: <ul style="list-style-type: none">• Number of years:• Total assignments:• Assignments completed in last 5 years:	
Any Award or Felicitation received by your Agency:	
Offices available in No of Countries	
Any Other Relevant Details:	

FORM TECH-2B:

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 DIMG), 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

Team Leader and Key Professionals

S.No.	Name of Staff	Area of Expertise	Years of Experience	Task Assigned	CV Details with signature
1.					
2.					
3.					
4.					
5.					

Support Staff (if any)

S.No.	Name of Staff	Position Assigned	Task Assigned
1.			
2.			
3.			
4.			
5.			

FORM TECH - 5

CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS AND 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)

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the expert]:
3. Name of personnel [Insert full name]:
4. Date of Birth: Citizenship:
5. Education [Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under 5 -Education were obtained]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. 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:

10. List all task to be performed under this project and corresponding experience of the expert
11. 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 and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-6 provided team mobilization takes place within the validity of this proposal 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 Proposal.
- 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 or authorized representative of the firm]

Full name of authorized representative:

FORM TECH – 6

INDICATIVE WORK PLAN SCHEDULE

S. No.	Scope	Deliverables/Activities	Timeline for completion (in months) from date of signing of Contract Agreement between MC and DIMG														
			1	2	3	4	5	6	7	8	9	10	11	12			
1	Diagnostic assessment	Report on “As is” review of DIMG, Study of present objectives, functions and roles of organization	█	▲													
2		Report on current state of mineral production, mineral administration and mining capacity of the state;		█	▲												
3		Market Assessment Study			█	▲											
4	Capacity Building & strengthening of institutions	Report on gap assessment and capacity building plan				█			▲								
5		Preparation of revised organisation structure								█	▲						
6		Standard Operating Procedures (SOP)									█	▲					
7		Tranining needs (as & when required)											█				
8	Program Management assistance for Mineral Administration	Support will be provided on regular basis. Status reports to be submitted on bi-monthly basis	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
9	Formulation of Exploration Strategy	Inception Report on Exploration Strategy	█	▲													
10		Brief report on Assessment of Future exploration needs		█	▲												
11		Detailed Exploration Plan			█	▲											
12		Preparation of Mineral Databank				█	▲										
13		Brief report on Business Models for different minerals			█	▲											
14		Brief report on procurement strategy for exploration services			█	▲											
15		Finalization of Exploration Strategy						█	▲								
16	Bid process Management	Model tender document for selection of		█	▲												

S. No.	Scope	Deliverables/Activities	Timeline for completion (in months) from date of signing of Contract Agreement between MC and DIMG															
			1	2	3	4	5	6	7	8	9	10	11	12				
	for Exploration Agency	exploration agency																
17		Bid process management for selection of exploration agency																
18		Framework to monitor activities and compliance by selected agency																
19	Policy formulation, Mineral value addition and investment promotion	Note on review of policies for minor mineral concessions																
20		Note on policy requirement for mineral value addition and attracting investment																
21		Assistance in identifying potential investors & reviewing mineral specific collaterals																
22	Mineral Administration – Monitoring and Compliance	Inception report on Mineral Administration																
23	a. Framework for Monitoring of funds	Finalization of Methodology for payments and Royalty																
24		Finalization of system for monitoring of grade, price etc.																
25		Note on mechanism for monitoring of royalty payments,																
26		Note on collection and utilization of funds (DMF, NMET)																
27		Note on framework for exercising delegations of power from Coal Controller under Colliery control Order 2004 and various guidelines issued by Govt. of India for monitoring and compliance in coal sector																
28		Report on final framework based on discussions with DIMG																
29		Identification of IT system requirements for monitoring																

FORM TECH – 7

FINANCIAL STRENGTH OF THE MC

Financial Year	Net worth (INR crores)	Turnover (INR crores)
2015-16		
2014-15		
2013-14		

(Signature of Authorized Signatory)

SECTION – 11: FINANCIAL PROPOSAL

FORM FIN – 1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

Director Mines

Department of Industries, 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:

- A. The Monthly Retainership Fee (A) payable to the MC would be Rs.____/-(in figures)(INR _____in Words) per month for Phase I of the project spanning 12 months from the date of effective date of the Contract with DIMG. If extension for Phase II spanning another 12 months, is allowed by DIMG after satisfactory completion of Phase I, this amount would be escalated by 10% for Phase II. A further 10% escalation on the Monthly Retainership Fee of Phase-II would be applicable as Monthly Retainership Fee for Phase III for a further duration of 12 months, if extension is granted by DIMG 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 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 Directorate of Mines and Geology(DIMG), 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 DIMG office at Ranchi. Expenses incurred on travel outside Ranchi for executing the scope of work of this assignment shall be borne by DIMG 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

1. 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 DIMG)

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 DIMG'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 DIMG 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) _____

2. 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 TECH7, 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
8e		FORM TECH 5
8f		FORM TECH 6
8g		FORM TECH 7
10.		Financial Forms : Form FIN1
11.		Service Tax Registration
12.		PAN Card copy

3. ANNEXURE – C: PERFORMANCE SECURITY FORM

Ref: _____ Bank Guarantee: _____ Date:

To,

xxxx

Dear Sir/Madam,

In consideration of Directorate of Mines and Geology, Department of Industries, Mines and Geology (DIMG), Jharkhand, (hereinafter referred as the "DIMG", 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 DIMG'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 DIMG against the release of retention money as stipulated by DIMG 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 DIMG 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 DIMG on the Bank shall be conclusive and binding notwithstanding any difference between DIMG 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 DIMG discharges this guarantee.

DIMG 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. DIMG 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 DIMG 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 DIMG and the MC any other course or remedy or security available to

DIMG. The bank shall not be relieved of its obligations under these presents by any exercise by DIMG 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 DIMG or any other indulgence shown by DIMG 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 _____ 2016 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 DIMG, 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

4. ANNEXURE – D: POWER OF ATTORNEY FOR AUTHORIZEDSIGNATORY

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 and Transaction Advisory support to Directorate of Mines and Geology(DIMG), 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 DIMG, representing us in all matters before DIMG, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with DIMG 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 DIMG.

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.

5. ANNEXURE – E - FORMAT OF INTEGRITY PACT

INTEGRITY PACT

Between

Department of Industries, 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 any future

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 1 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. _____