

Request for Proposal

SELECTION OF A PROGRAMME MANAGEMENT UNIT (PMU)
FOR VARIOUS GOVERNMENT SCHEMES TO SUPPORT THE
DEPARTMENT OF HIGHER AND TECHNICAL EDUCATION,
GOVERNMENT OF JHARKHAND

NIT NO: RUSA/Others-4/2022/HTESD-595

Date: 12-06-2023



INVITED BY:-

JOINT SECRETARY,
DEPARTMENT OF HIGHER & TECHNICAL EDUCATION,
3RD FLOOR, YOJANA BHAWAN,
NEPAL HOUSE, DORANDA, RANCHI, JHARKHAND – 834002
PHONE NO: 0651-2960454
EMAIL: jtsecy-dhte@jharkhandmail.gov.in

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DISCLAIMER

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Department of Higher & Technical Education (herein after referred to as DHTE/ the Authority) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

E-Tender Notice



DEPARTMENT OF HIGHER & TECHNICAL EDUCATION

Yojana Bhawan, Nepal House Campus, Doranda, Ranchi-834002 (Jharkhand)

Ph.: +91-651-2490070, 2491797, Fax : +91-651-2490208 e-mail: jtsecy-dhte@jharkhandmail.gov.in

NIT No.: RUSA/Others-4/2022/HTESD-595

Ranchi/Date: 12-06-2023

1.	Name of the Work	Selection of a Programme Management Unit (PMU) for various Government schemes to support the Department of Higher and Technical Education, Government of Jharkhand.
2.	Mode of submission of bids	e-tendering (http://jharkhandtenders.gov.in)
3.	Tender Fee & Earnest Money Deposit (In ₹)	Tender Fee: - ₹10,000/- (Non-Refundable) Earnest Money Deposit (EMD) – ₹5,00,000/-
4.	Date of Publication of Tender document on the website	12-06-2023
5.	Date of submission of pre-bid queries	till 21-06-2023 (13:00 hours).
6.	Date & Time of Pre-Bid meeting	21-06-2023 (14:30 hours)
7.	Bid Submission Start Date	12-06-2023
8.	Last Date/Time for submission of online bids	03-07-2023 (till 18:00 hours)
9.	Last Date of submission of EMD & Tender fees (Original)	04-07-2023 (till 14:30 hours)
10.	Last Date of submission of hard copy of the technical bid	04-07-2023 (till 14:30 hours)
11.	Submission address of Tender Fee, EMD (Original) and Hard Copy of Technical Proposal	Department of Higher & Technical Education, 3rd Floor, Yojana Bhawan, Nepal House, Doranda Ranchi, Jharkhand – 834002
12.	Date of Technical Bid Opening (Online)	04-07-2023 (15:00 hours)
13.	Date of Financial Bid Opening (Online)	Will be announced later
14.	Helpline no.	Phone No: 0651-2960454 Email: : jtsecy-dhte@jharkhandmail.gov.in

Note: The above dates may change due to the declaration of holidays

Interested bidders are advised to check the further details with respect to this RFP on the e-procurement website

<https://jharkhandtenders.gov.in/>

PR 299862 Higher Education, Technical Education and Skill Development Department (23-24)_D

Sd/- (George Kumar)

Joint Secretary to Govt.

DEPARTMENT OF HIGHER & TECHNICAL EDUCATION

Yojana Bhawan, Nepal House Campus, Doranda, Ranchi-834002 (Jharkhand)

Ph.: +91-651-2490070, 2491797, Fax : +91-651-2490208

e-mail: jtsecy-dhte@jharkhandmail.gov.in

Invitation for Proposals: Selection of a Programme Management Unit (PMU) for various Government schemes to support the Department of Higher and Technical Education, Government of Jharkhand.

1. Department of Higher and Technical Education, Government of Jharkhand (hereinafter referred to as DHTE/ Authority) is responsible for the governance and establishment of higher and technical education institutes for imparting quality higher and technical education to the youths of Jharkhand State. The Department's constant endeavours is to improve and expand education in higher and technical education sectors, with a view to eliminate disparities in access and lay greater emphasis on the improvement in the quality and relevance of education at all levels. The role of Department, therefore, includes policy formulation, Scheme & Programme implementation, coordination with various stakeholders, knowledge management, research and innovation, creation of intellectual property, training, and capacity building.
2. DHTE is also responsible to administratively and financially support the State Universities of Jharkhand to improve Quality, Access, and Equality in HEIs of Jharkhand. DHTE also support the conduct of research, innovation, start-ups in different fields of Arts, Engineering and Science. DHTE is now actively working on capacity building with a larger perspective and undertaking initiatives for establishment of new HEIs such as New Universities, Model Colleges, Women's Colleges, Degree Colleges, Engineering colleges, Polytechnics under the purview of the norms of the Ministry of Education/UGC/AICTE.
3. The vision of DHTE is to make Jharkhand a hub of Higher Education. Towards the same, DHTE is continuously investing towards creation of infrastructure for Higher & Technical Education.
4. The Government of Jharkhand has launched several education schemes to promote education and provide financial assistance to students from economically weaker sections of the society. The Schemes are as under:
 - a) Guruji Student Credit Card Scheme
 - b) Eklavya Prashikshan Yojana
 - c) Mukhyamantri Shiksha Protsahan Yojana
 - d) Chief Minister Fellowship SchemeThe summarized details of above schemes is mentioned in the 'Background' of Schedule-1 'Terms of Reference'
5. Accordingly, DHTE is now planning to establish a Project Management Unit (PMU) to support the implementation of above Government schemes under Department of Higher and Technical Education (DHTE) to act as an extended arm of the DHTE for development of higher education system in the State. **This PMU shall assist the department in effectively planning, executing, monitoring, and evaluating the schemes.**
6. Accordingly, online proposal is invited from experienced and well qualified Consultancy Firms of repute having adequate experience and capable in providing its Services as per the Terms of Reference to DHTE.
7. The Consultancy Firm/ Agency will be selected under Quality cum Cost Based Selection (QCBS)

and procedures described in this RFP.

8. All clarifications/ corrigendum will be published only on the official website.
9. All communications related to this bid should be addressed to:

The Joint Secretary,
 Department of Higher & Technical Education,
 3rd Floor, Yojana Bhawan,
 Nepal House, Doranda
 Ranchi,
 Jharkhand – 834002 Phone No: 0651-2490070
 Email: jtsecy-dhte@jharkhandmail.gov.in

10. DHTE reserves the right to accept or reject in part or as a whole any of the proposal received without assigning any reason thereof.
11. Tender Fee, Earnest Money Deposit (EMD) of Work is defined in Table 1.1.

Table 1.1

S. No.	Name of the Work	Earnest Money Deposit (EMD)	Cost of Tender Document	Period of Contract
1	Request for Proposal for Selection of a Programme Management Unit (PMU) for various Government schemes to support the Department of Higher and Technical Education, Government of Jharkhand	₹5,00,000/- (Rupees Five Lakhs Only) in form of Demand Draft in favour of 'Higher and Technical Education Department' payable at Ranchi	₹10,000/-(Rupees Ten thousand Only) in form of Demand Draft of any Nationalized or Scheduled Indian Bank in favour of 'Higher and Technical Education Department' payable at Ranchi	36 months

12. Period of availability of tender date & date of submission/opening of online tender are as given in Table 1.2

Table 1.2

Sr. No.	Procurement Agency	Place of opening	Availability of online tender document		Date & Time of online opening of technical bid
A	B	C	D		E
	Department of Higher & Technical Education,	online	Starting of downloading of RFP Document from 12.06.2023 from 11:30 Hrs.	Bid Submission date 03-07-2023. up to 18:00 Hrs	04-07-2023 at 15:00 Hrs

13. Tender fee and EMD in original and the Hard Copy of the Technical Proposal should reach the office of DHTE till 14:30 Hrs of 04-07-2023. either by registered post/Speed post or by hand.

Only those bids will be entertained whose Tender fee and EMD (in original) are received before the above stipulated time. DHTE will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.

14. The original instrument of Tender Fee and Earnest Money Deposit (EMD) and hard copy of Technical Proposal should be kept in separate envelopes. These 2 envelopes should be kept in a large envelope. These envelopes must contain the NIT No. and offer notice no. and be addressed to the Department of Higher & Technical Education, 3rd Floor, Yojana Bhawan, Nepal House, Doranda, Ranchi, Jharkhand – 834002 with detail of bidder's addresses as well.
15. The undersigned reserves the right to accept or reject all proposals without assigning any reason. It also reserves the right to postpone or to cancel the invitation and pre-bid meeting.

(George Kumar)
Joint Secretary to Govt.

1. REQUEST FOR PROPOSAL

1.1 Introduction

Department of Higher and Technical Education, Government of Jharkhand (hereinafter referred to as DHTE/ Authority) is responsible for the governance and establishment of higher and technical education institutes for imparting quality higher and technical education to the youths of Jharkhand State. The Department's constant endeavours is to improve and expand education in higher and technical education sectors, with a view to eliminate disparities in access and lay greater emphasis on the improvement in the quality and relevance of education at all levels. The role of the Department, therefore, includes policy formulation, Implementation of various schemes, Programme implementation, coordination with various stakeholders, knowledge management, research and innovation, creation of intellectual property, training, and capacity building.

1.1.1. DHTE is also responsible to administratively and financially support the State Universities of Jharkhand to improve Quality, Access, and Equality in HEIs of Jharkhand. DHTE also support the conduct of research, innovation, start-ups in different fields of Arts, Engineering and Science. DHTE is now actively working on capacity building with a larger perspective and undertaking initiatives for establishment of new HEIs such as New Universities, Model Colleges, Women's Colleges, Degree Colleges, Engineering colleges, Polytechnics under the purview of the norms of Ministry of Education/UGC/AICTE.

1.1.2. The vision of DHTE is to make Jharkhand a hub of Higher Education. Towards the same, DHTE is continuously investing towards creation of infrastructure for Higher & Technical Education.

1.1.3. The Government of Jharkhand has launched several education schemes to promote education and provide financial assistance to students from economically weaker sections of the society. The Schemes are as under:

- a) Guruji Student Credit Card Scheme
- b) Eklavya Prashikshan Yojana
- c) Mukhyamantri Shiksha Protsahan Yojana
- d) Chief Minister Fellowship Scheme

The summarized details of above schemes is mentioned in the 'Background' of Schedule-1 of RFP.

1.1.4. Accordingly, DHTE is now planning to establish a Project Management Unit (PMU) to support the implementation of various government schemes under Department of Higher and Technical Education (DHTE) to act as an extended arm of the DHTE for development of higher education system in the State. This PMU shall assist the department in effectively planning, executing, monitoring, and evaluating government schemes related to higher and technical education.

1.1.5. Accordingly, online proposal is invited from experienced and well qualified Consultancy Firms of repute having adequate experience and capable in providing its Services as per the Terms of Reference to DHTE specified at Schedule- 1 (the "**TOR**").

1.2. Request for Proposals

1.2.1. The RFP document will be available at (<http://jharkhandtenders.gov.in>) Bidders can download the RFP Document directly from the said website and shall not tamper/modify it. In case if the same is found to be tempered/modified in any manner,

Proposal will be summarily rejected.

- 1.2.2. The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "**PDD**"). It may further be extended by 30 days at the request of the Authority.
- 1.2.3. The Authority invites proposals from interested firms (the "Proposals") for selection of a Consultancy Firm for setting up of a Programme Management Unit (PMU) for various government schemes in DHTE in accordance with the Terms of Reference specified at Schedule- 1 (the "Consultancy").
- 1.2.4. The Authority intends to select the **Consultancy Firm** through an open competitive bidding process in accordance with the procedure set out herein.
- 1.2.5. The Authority will select a **Consultancy Firm**, in accordance with the method of selection specified in this document. Bidder are advised that the selection of **Consultancy Firm** for setting up the Program Management Unit (PMU) shall be on the basis of an evaluation by Client through the selection process specified in this RFP (the "Selection Process"). Bidder shall be deemed to have understood and agreed that no explanation or justification for any kind of the Selection Process will be given and that Client's decisions are without any right of appeal whatsoever.

1.3. Brief Description of Selection Process

The Authority has adopted **one-stage-two-envelope** selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed Bidders shall be prepared. In the second stage, a financial evaluation will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Bidder (the "**Selected Bidder**") shall be called for negotiation, if necessary.

1.4. Payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.5. Schedule of Bidding Process

The Authority would endeavour to adhere to the following schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of RFP Documents to the e-tender portal (Publishing Date)	12-06-2023 (11:30 hrs.)
2.	Last date of Receipt of any query by the bidders in relation to tender documents	21-06-2023 till 13:00 hrs.
3.	Pre-Bid Meeting	21-06-2023 14:30 hrs.
4.	Bid submission start date (Online)	12-06-2023
5.	Bid Submission closing (Online)	03-07-2023 18:00 hrs.
6.	Last date of submission of Tender Fee and EMD in Original and hard copies of Technical Bids	04-07-2023 14:30 hrs.
7.	Bid opening date for Technical Proposals (Online)	04-07-2023 15:00 hrs.
8.	Opening of the Financial Proposal (Online)	will be announced later

1.6. Pre-Bid Meeting

The date, time and venue of the Pre-Bid meeting shall be:

Date for Pre-Bid Meeting: 21-06-2023

Time: 14:30 hrs.

Meeting Venue: Conference Room, Department of Higher & Technical Education, 3rd Floor, Yojana Bhawan, Nepal House Campus, Doranda, Ranchi-834002

1.7. Communication

1.7.1. All queries by prospective Bidders must be sent to the following email id only: jtsecy-dhte@jharkhandmail.gov.in

1.7.2. All communications pertaining to the RFP, should contain the following information, to be marked at the top in bold letters:

RFP No

Request for Proposal for Selection of a Programme Management Unit (PMU) for various Government schemes to support the Department of Higher and Technical Education, Government of Jharkhand.

2. INSTRUCTIONS TO BIDDERS

A. General

- 2.1.** Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process.
- 2.2.** Bidders are advised that the selection of Consultancy Firm/ Agency shall be on the basis of an evaluation by the Authority through the Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Empanelment Process will be given and that the Authority's decisions are without any right of appeal whatsoever. The term "Bidder" refers to a single entity only. Proposal submitted by consortium/ joint venture will not be considered. The Proposal will form the basis for contract signing with the selected Consultancy Firm/ Agency.
- 2.3.** The Bidder shall submit its Proposal in the form and manner specified in this Section of the RFP. The technical proposal shall be submitted in the form at Appendix-I and the financial proposal shall be submitted in the form at Appendix-II. Upon empanelment, the Bidders shall be required to enter into an agreement with the Authority in the form specified at Schedule-2
- 2.4. Key Personnel**
- 2.4.1. The Selected Bidder shall depute a team comprising of following Key Personnel at DHTE office within 15 days of placement of work order till the completion of the period of contract:

Sl. No.	Position	Qualifications & Professional Experience/ Experience of the Key Resources	Responsibility
1.	Team Leader (1 no.)	<ul style="list-style-type: none">Ph.D./Post Graduation in Social Science/Humanities with MBA/PGDM or B.E./B.Tech with MBA/PGDM or equivalent degree preferably from the top 100 NIRF institutions along with more than 10 years of professional experience.Experience in delivering 4 or more PMU consulting projects for the field of Education with the Central/ State Government/ PSUs/ ULBs.	<ul style="list-style-type: none">To provide support for planning, implementation, monitoring and evaluation of activities of Guruji Student Credit Card (GSCC) Scheme, Eklavya Prashikshan Yojana (EPY), Chief Minister Shiksha Protsahan Yojana (CMSPY) and Chief Minister Fellowship Scheme (CMFS) in the in the entire State.Overall management of PMU, Monitoring and evaluation of the implementation of Schemes through online portals.Stakeholders coordination for implementation of schemes, Organizing meetings, and workshops with stakeholders for better implementation of Schemes.Represent PMC in meeting at the

Sl. No.	Position	Qualifications & Professional Experience/ Experience of the Key Resources	Responsibility
			<p>State level. Plan, Supervise, coordinate and manage the entire PMC.</p> <ul style="list-style-type: none"> ▪ Assisting in preparing policy briefs, scheme portals, situational analysis reports and other data/information-based documents. ▪ Any other work assigned by the DHTE Authority.
2.	Finance Expert (1 no.)	<ul style="list-style-type: none"> ▪ Bachelor's Degree in Finance/Accounting/ Economics or a related field with MBA or PGDM (Finance) or equivalent degree preferably from the top 100 NIRF institutions or ICWA/CA/CFA with more than 5 years of professional experience. ▪ Experience in financial management in 3 or more PMU consulting projects with the Central Government/ State Government/ PSUs/ ULBs 	<ul style="list-style-type: none"> ▪ To handle all financial matters of the Scheme. ▪ Financial management, tracking and monitoring of funds allotted for schemes up to the lower level. ▪ To ensure timely preparation of Financial Monitoring Report (FMR), Statements of Funds position in the States and coordinate with PMU on all aspects of financial issues. ▪ All matters related to budget preparation, performance budget, outcome budget, ▪ financial status, detail of expenditure, audit etc. to be dealt. ▪ Operationalisation of financial MIS
3.	Project Coordinator (4 nos.)	<ul style="list-style-type: none"> ▪ B.E./B.Tech with MBA/ PGDM or equivalent degree preferably from top 100 NIRF institutions along with more than 5 years of professional experience. ▪ Experience in delivering 3 or more PMU consulting projects for the field of Education with the Central Government/ State Government/ PSUs/ ULBs 	<ul style="list-style-type: none"> ▪ Preparation & timely submission of Action Plan for implementation of different schemes of DHTE & coordination with all its functionaries & stakeholders. ▪ Data/ Information, analysis & usage in planning, implementation & impact assessment of the Scheme. ▪ Preparation of Strategy about Activities & IEC programmes required for the awareness of the scheme. ▪ Develop a robust monitoring mechanism to measure and review the output/outcomes of Schemes on a periodic basis.

Sl. No.	Position	Qualifications & Professional Experience/ Experience of the Key Resources	Responsibility
			<ul style="list-style-type: none"> ▪ Preparation of EOI/RFP and other Bid Documents for onboarding different services for implementation of schemes. ▪ Any other work assigned by DHTE.
4.	Monitoring and Evaluation Expert (1 no.)	<ul style="list-style-type: none"> ▪ B.Tech./B.E./MCA preferably from the top 100 NIRF institutions with more than 8 years of professional experience. ▪ Experience in Monitoring, Evaluation and management of MIS applications in 3 or more PMU consulting projects with the Central Government/ State Government/ PSUs/ ULBs. ▪ The Consultant must be familiar with handling large-scale data and have excellent proficiency in MS Excel. 	<ul style="list-style-type: none"> ▪ Designing of KPIs and undertaking monitoring and evaluation for schemes. ▪ To lead scheme-level communication and management. Shall create MIS reports and monitor the progress of schemes, using MS Excel or similar tools. Will also be responsible to gather IT solution requirements so that the monitoring portals of all the schemes could be developed ▪ Addressing technical issues faced by users of scheme portals whenever required. ▪ Addressing grievances of beneficiaries in the respective Schemes. ▪ Any other work assigned by the reporting officers.
5.	Sectoral Expert- Higher & Technical Education (1 no.)	<ul style="list-style-type: none"> ▪ Ph.D./Post Graduation in Social science/humanities with MBA or BE/BTech with MBA/ PGDM or equivalent degree preferably from top 100 NIRF institutions along with more than 5 years of professional experience ▪ Experience in projects related to the Improvement of Quality in Higher Education with Central Government/ State Government/ PSUs/ ULBs 	<ul style="list-style-type: none"> ▪ To develop and design strategies in promoting the Institutions through Institutional Development Plans, Promoting quality in Higher Education Institutions and research projects of National standards. ▪ Support the DHTE for the establishment of the Research, Startup and Innovation Promotion Board, Faculty Development Academy and other institutions. ▪ Independent and transparent review of Schemes, Policies and Provisions and bring the findings to the table for result-oriented plans and policies. ▪ Track the achievements, high-performing and low-performing areas in the development

Sl. No.	Position	Qualifications & Professional Experience/ Experience of the Key Resources	Responsibility
			framework of DHTE and suggest the required and appropriate changes.

2.4.2. The Selected Agency shall also made available the other Sectoral Experts and Resource Pool Staff on need basis as per the requirements of the Project. Details of the Sectoral Experts and Resource Pool Staff and their minimum qualification and experiences are provided in the ToR.

2.4.3. The Authority shall only evaluate CV of the Key Resources, whereas the Selected Bidder shall provide an undertaking that it will made available the Sectoral Experts and Resource Pool Staff of requisite minimum qualification as mentioned in this RFP on need basis as per the requirements of the Project

2.4.4. Key Resources shall be permanent full-time employee of the bidding entity or on dedicated full-time contract to work on this project at the time of deployment on the project.

2.4.5. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.

2.4.6. No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.

2.4.7. Each CV needs to have been recently signed by the key personnel and/or countersigned by the authorized official of the Firm.

2.4.8. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFP. Client reserves the right to ask for replacement of any key personnel staff or resource pool personnel or domain/sector expert, international experts, and support staff.

2.4.9. In case a Bidder is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.

2.4.10. The personnel proposed should possess good working knowledge of English Language.

2.4.11. No key personnel (either in Key Personnel or in resource pool) involved should have attained the age of 65 (sixty-five) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification, and experience at any stage of the project. Younger key personnel will be preferred.

2.5. Condition of Eligibility

2.5.1. Bidders must carefully read the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.5.2. To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

A. **Technical Capacity:** The firm participating in the selection process may either be:

- I. Registered under Company's Act 1956 or 2013, or;
- II. Sole Proprietorship, Govt. Institutions, PSUs, Govt. established autonomous bodies, or;
- III. Limited Liability Partnership registered under 'The Limited Liability Partnership Act, 2008 or partnership firm registered as per Indian Partnership Act 1932,

AND

- IV. The Bidder shall have, over the past 10 (ten) years preceding the PDD, undertaken a **minimum of 2 (two) Eligible Assignments** as specified in Clause 3.1.3

B. **Financial Capacity:** The Bidder shall have Average annual revenue from consultancy/Advisory services for the last 3 financial years i.e., 2019-20, 2020-21, 2021-22 not less than INR 100 crores.

2.5.3. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause 2.5.4. below.

2.5.4. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Sl. No.	Position	Qualifications & Professional Experience/ Experience of the Key Resources
1.	Team Leader	<ul style="list-style-type: none"> ▪ Ph.D./Post Graduation in Social Science/Humanities with MBA/PGDM or B.E./B.Tech with MBA/ PGDM or equivalent degree preferably from the top 100 NIRF institutions along with more than 10 years of professional experience. ▪ Experience in delivering 4 or more PMU consulting projects for the field of Education with the Central/ State Government/ PSUs/ ULBs.
2.	Finance Expert	<ul style="list-style-type: none"> ▪ Bachelor's Degree in Finance/Accounting/Economics or a related field with MBA or PGDM (Finance) or equivalent degree preferably from the top 100 NIRF institutions or ICWA/CA/CFA with more than 5 years of professional experience. ▪ Experience in financial management in 3 or more PMU consulting projects with the Central Government/ State Government/ PSUs/ ULBs
3.	Project Coordinator	<ul style="list-style-type: none"> ▪ B.E./B.Tech with MBA/ PGDM or equivalent degree preferably from top 100 NIRF institutions along with more than 5 years of professional experience. ▪ Experience in delivering 3 or more PMU consulting projects for the field of Education with the Central Government/ State Government/ PSUs/ ULBs

Sl. No.	Position	Qualifications & Professional Experience/ Experience of the Key Resources
7.	Monitoring and Evaluation Expert	<ul style="list-style-type: none"> ▪ B.Tech./B.E./MCA preferably from the top 100 NIRF institutions with more than 8 years of professional experience. ▪ Experience in Monitoring, Evaluation and management of MIS applications in 3 or more PMU consulting project with the Central Government/ State Government/ PSUs/ ULBs. ▪ The Consultant must be familiar with handling large-scale data and have excellent proficiency in MS Excel.
8.	Sectoral Expert-Higher & Technical Education	<ul style="list-style-type: none"> ▪ Ph.D./Post Graduation in Social Science/Humanities with MBA or B.E./B.Tech with MBA/ PGDM or equivalent degree preferably from the top 100 NIRF institutions with more than 5 years of professional experience ▪ Experience in projects related to the Improvement of Quality in Higher Education with Central Government/ State Government/ PSUs/ ULBs

- 2.5.5. The Bidder shall enclose with its Proposal, certificate(s) from an auditor stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD.
- 2.5.6. The Bidder should submit a Power of Attorney as per the format at Form – 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Bid/ Proposal is signed by a Proprietor, Partner or Director (on the Board of Directors) of the Bidder
- 2.5.7. Any entity which has been blacklisted by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.5.8. A Bidder should have, during the last 5 years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.6. Conflict of Interest

- 2.6.1. DHTE requires that Consultants provide professional, objective, and impartial advice and at all times hold the interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 2.6.2. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- 2.6.3. **Conflicting activities:** (i) A firm that has been engaged by the DHTE to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently

providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

- 2.6.4. Conflicting Assignment/job; (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.
- 2.6.5. Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 2.6.6. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 2.6.7. No agency or current employees of the Employer shall work as consultants under their own ministries, departments, or agencies.
- 2.7. Unfair Advantage** - If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 2.6 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 2.8. Number of Proposals** - No Bidder or its Associate shall submit more than one Bid/ Proposal for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another proposal/ bid either individually or as a member of any consortium, as the case may be
- 2.9. Cost of Proposal** - The Bidders shall be responsible for all the costs associated with the preparation of their Proposal/ Bid and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.10. Visit to the Authority and verification of information - Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.11. Acknowledgement by the Bidder

2.11.1. It shall be deemed that by submitting the Proposal, the Bidder has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.10 above;
- d. satisfied itself about all matters, things, and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Bid/ Proposal and performance of all of its obligations thereunder;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.11.2. The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.12. Right to reject any or all Proposals

2.12.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

2.12.2. The Authority reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider for next course of action, including annulment of the Selection Process.

B. DOCUMENTS

2.13. Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below

and will additionally include any Addendum / Amendment issued in accordance with Clause 2.15:

1	Request for Proposal
2	Instructions to Bidders
3	Criteria for Evaluation
4	Fraud and corrupt practices
5	Pre-Bid Meeting
6	Miscellaneous
	Schedules
1	Terms of Reference
2	Draft of Agreement
3	Guidance Note on Conflict of Interest
	Appendices
	Appendix-I: Technical Proposal
	Form 1: Letter of Proposal Form-1A: Form of Proposal Declaration
	Form 2: Particulars of the Bidder
	Form 3: Statement of Legal Capacity
	Form 4: Power of Attorney
	Form 5: Financial Capacity of the Bidder
	Form 6: Particulars of Key Personnel
	Form 7: Abstract of Eligible Assignments of Bidder
	Form 8: Eligible Assignment of Bidder
	Form 9: CVs of Professional Personnel
	Appendix – II: Financial Proposal
	Form 1: Covering Letter
	Form 2: Financial Proposal

2.14. Clarifications

2.14.1. Bidders requiring any clarification on the RFP may send their queries to the Authority by e-mail (jtsecy-dhte@jharkhandmail.gov.in). The subject of the email shall clearly bear the following identification:

Queries concerning Request for Proposal for Selection of a Programme Management Unit (PMU) for various Government schemes to support the Department of Higher and Technical Education, Government of Jharkhand.

The Authority shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.14.2. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause, shall be construed as obliging the Authority to respond to any question or to provide any clarification

2.15. Amendment of RFP

2.15.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.15.2. The revised RFP with the amendments will be binding on all Bidders.

2.15.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.16. Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.17. Format and signing of Proposal

2.17.1. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.17.2. The Proposal shall be signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

2.17.3. The Proposals must be properly signed by the authorized representative (the "Authorised Representative") as detailed below:

- a. by the proprietor, in case of a proprietary firm; or
- b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d. by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.18. Technical Proposal

2.18.1. Bidders shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.18.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a. All forms are submitted in the prescribed formats and signed by the prescribed signatories.
- b. Power of attorney, if applicable, is executed as per Applicable Laws.
- c. CVs of all Key Personnel have been included;
- d. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.4.1 of the RFP;
- e. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- f. The CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder.
- g. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h. Key Personnel proposed have good working knowledge of English language;
- i. Key Personnel would be available for the period indicated in the TOR;
- j. No Key Personnel should have attained the age of 65 years at the time of submitting the proposal;
- k. Proposal Declaration has been submitted in accordance with Appendix I, Form-1A; and
- l. The proposal is responsive as per the norms of RFP.

2.18.3. Failure to comply with the requirements spelt out in this Clause 2.18 shall make the Proposal liable to be rejected.

2.18.4. If an individual Key Personnel makes a false averment regarding his qualification, experience, or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.

- 2.18.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.18.6. As the requirement of the Project/, the Selected Bidder shall also be made available the Sectoral Experts and Resource Pool Staff on a need basis on the terms & conditions as specified in this RFP document.
- 2.18.7. The Authority 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 by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.18.8. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost, and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.19. Financial Proposal

- 2.19.1. Bidders shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy for the First Year (First 12 months of the assignment from the date of commencement of Services (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.19.2. While submitting the Financial Proposal, the Bidder shall ensure the following:
 - i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - ii. The Financial Proposal shall consider all expenses and tax liabilities.

For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the cost shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

- iii. Cost of Consultancy shall be expressed in INR.

2.20. Submission of Proposal

- 2.20.1. The Bidder shall submit its Proposal (the Technical Proposal and the Financial Proposal), on the Official Website (<http://jharkhandtenders.gov.in>) duly signed in digital form by the authorized signatory of the Bidder, no later than the date and time specified as the Proposal Due Date, by uploading the complete and legible scanned/digital copies of Technical and Financial Proposal in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Proposal should be scanned in at least 100 dpi with black and white option. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of this RFP.
- 2.20.2. The proposal is submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.
- 2.20.3. The Proposal will contain a 'Technical Proposal' and a 'Financial Proposal'. The 'Technical Proposal' shall contain the Technical Proposal in the prescribed format (Form 1 of Appendix-I) along with Form 1A, Forms 2 to 9 of Appendix-I and supporting documents. The 'Financial Proposal' shall contain the Financial Proposal in the prescribed format (Forms 1 & 2 of Appendix-II).
- 2.20.4. Both the Technical Proposal and Financial Proposal shall be typed and signed by the Authorised Representative of the Bidder. All pages of the Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.20.5. Proposals submitted by e-mail, fax, telex, telegram, special messenger, shall not be entertained and shall be rejected.
- 2.20.6. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.20.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Selected Agency under the Agreement.

- 2.21. Late Proposals** - Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.22. Modification/ substitution/ withdrawal of Proposals

- 2.22.1. The Bidder cannot modify, substitute, or withdraw its Proposal after submission of the proposal. The Bidder along with its Proposal is required to submit a Proposal Declaration that it will not modify or withdraw its bid after submission of the proposal, during the entire proposal validity period or submission of Performance Guarantee.
- 2.22.2. Any alteration/modification in the Proposal or additional information or material supplied, once the proposal is submitted, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.23. Performance Security

- 2.23.1. The Bidder, by submitting its Bid/ Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
 - a. If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
 - b. if the Bidder is found to have a Conflict of Interest as specified in Clause 2.6; and
 - c. if the selected Bidder commits a breach of the Agreement.
- 2.23.2. An amount equal to 5% (five percent) of the Agreement Value shall be the value of the Performance Security for the purposes of this Clause 2.23, which may be forfeited and appropriated in accordance with the provisions hereof

D. EVALUATION PROCESS

2.24. Evaluation of Proposals

- 2.24.1. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - a. the Technical Proposal is received in the form specified at Appendix-I;
 - b. it is received by the PDD including any extension thereof pursuant to Clause 2.18;
 - c. it is signed and marked as stipulated in Clause 2.17;
 - d. it is accompanied by the Power of Attorney as specified in Clause 2.5.6;
 - e. it contains all the information (complete in all respects) as requested in the RFP;
 - f. it does not contain any condition or qualification; and
 - g. it is not non-responsive in terms hereof.
- 2.24.2. The Authority reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution, or withdrawal shall be

entertained by the Authority in respect of such Proposals.

2.24.3. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.3 and the criteria set out in Section 3 of this RFP.

2.24.4. After the technical evaluation, the Authority shall prepare a list of pre-qualified Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Bidders along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.24.5. Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.24.6. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.25. Confidentiality - Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.26. Clarifications

2.26.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.26.2. If the Bidder does not provide clarifications sought under Clause 2.26.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning the such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANCY FIRM/ AGENCY

2.27. Negotiations

2.27.1. Negotiations will be held at the date, time and address intimated to the

qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

2.27.2. Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

2.27.3. Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 – Financial Proposal – Standard Forms of this RFP.

2.27.4. Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

2.27.5. Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

2.28. Substitution of Key Personnel - The Authority will not normally consider any request of the Selected Bidder for substitution of the Key Experts as the ranking of the Bidder is based on their evaluation and any change therein may upset the ranking. Substitution will, however, only be permitted on health ground of the Bidder, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

- 2.29. Indemnity** - The Selected Agency shall, subject to the provisions of the Agreement, indemnify the Authority, as per loss equal to the actual amount caused due to any deficiency in Services.
- 2.30. Award of Consultancy**- After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof.
- 2.31. Execution of Agreement** - After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within 15 days of receipt of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.
- 2.32. Commencement of Assignment** - The Selected Agency shall commence the Consultancy within 15 (fifteen) days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Agency fails to either sign the Agreement as specified in Clause 2.31 or commence the assignment as specified herein, the Authority may, at its sole discretion, either cancel/terminate the entire tender process, or choose to take necessary action, as deemed to be fit by authority. In such an event, the LOA, or the Agreement, as the case may be, may be cancelled /terminated.
- 2.33. Proprietary data** - Subject to the provisions of Clause 2.25, all documents and other information provided by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Selected Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Selected Agency to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1. Evaluation of Technical Proposals

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience. Only those Bidders whose Technical Proposals score 60 or more marks out of 100, shall be ranked from highest to the lowest technical score (ST).

3.1.2. The scoring criteria to be used for evaluation shall be as follows:-

Sl. No.	Particulars	Total Marks	Criteria								
1.	Relevant Experience of the Bidder= 40 Marks										
a)	Average Annual Turnover from consultancy/Advisory services in the last 3 financial years (i.e. 2019-20, 2020-21 and 2021-22)	10	<table border="1"> <thead> <tr> <th>Annual Turnover in each of the last 3 financial years</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Above INR 150 crores</td> <td>10</td> </tr> <tr> <td>INR 100 Crores - < INR 150 crores</td> <td>5</td> </tr> <tr> <td>Less than INR 100 crores</td> <td>0</td> </tr> </tbody> </table>	Annual Turnover in each of the last 3 financial years	Marks	Above INR 150 crores	10	INR 100 Crores - < INR 150 crores	5	Less than INR 100 crores	0
Annual Turnover in each of the last 3 financial years	Marks										
Above INR 150 crores	10										
INR 100 Crores - < INR 150 crores	5										
Less than INR 100 crores	0										
b)	Number of eligible assignments	30	<ul style="list-style-type: none"> • 5 marks for each Eligible Assignment as per clause 3.1.3 (a), subject to overall ceiling of 10 marks • 5 marks for each Eligible Assignment as per clause 3.1.3 (b), subject to overall ceiling of 10 marks • 5 marks for each Eligible Assignment as per clause 3.1.3 (c), subject to overall ceiling of 10 marks 								
2	Relevant Experience of the Key Personnel: 40 Marks										
a)	Team Leader	6	<ul style="list-style-type: none"> • Educational Qualification & Years of Professional Experience: 2 Marks <ul style="list-style-type: none"> ○ Ph.D./Post Graduation in Social Science/ Humanities with MBA/ PGDM or B.E./B.Tech with MBA/ PGDM or equivalent degree preferably from the top 100 NIRF institutions along with more than 10 years of professional experience. : 2 Marks • Experience in delivering 4 or more PMU consulting projects for the field of Education with the Central/ State Government/ PSUs/ ULBs: 4 								

Sl. No.	Particulars	Total Marks	Criteria
			<p>marks (Maximum)</p> <ul style="list-style-type: none"> ○ Minimum 4 Projects: 1 mark ○ 1 mark for each additional project subject to a maximum of 3 marks
b)	Finance Expert	5	<ul style="list-style-type: none"> • Educational Qualification & Years of Professional Experience: 2 Marks <ul style="list-style-type: none"> ○ Bachelor's Degree in Finance/ Accounting/ Economics or a related field with MBA or PGDM (Finance) or equivalent degree preferably from the top 100 NIRF institutions or ICWA/CA/CFA with more than 5 years of professional experience: 2 Marks • Experience in financial management in 3 or more PMU consulting projects with the Central Government/ State Government/ PSUs/ ULBs: 3 marks (Maximum) <ul style="list-style-type: none"> ○ Minimum 3 Projects: 1 mark ○ 1 mark for each additional project subject to a maximum of 2 marks
c)	Project Coordinator	5x4 = 20 (Maximum 5 marks for each CV)	<ul style="list-style-type: none"> • Educational Qualification & Years of Professional Experience: 2 Marks <ul style="list-style-type: none"> ○ B.E./B.Tech with MBA/ PGDM or equivalent degree preferably from top 100 NIRF institutions along with more than 5 years of professional experience: 2 Marks • Experience in delivering 3 or more PMU consulting projects for the field of Education with the Central Government/ State Government/ PSUs/ ULBs: 3 marks (Maximum) <ul style="list-style-type: none"> ○ Minimum 3 Projects: 1 mark ○ 1 mark for each additional project subject to a maximum of 2 marks

Sl. No.	Particulars	Total Marks	Criteria
d)	Monitoring and Evaluation Expert	5	<ul style="list-style-type: none"> • Educational Qualification & Years of Professional Experience: 2 Marks <ul style="list-style-type: none"> ○ B.Tech./B.E./MCA preferably from the top 100 NIRF institutions with more than 8 years of professional experience: 2 marks • Experience in Monitoring, Evaluation and management of MIS application in 3 or more PMU consulting projects with the Central Government/ State Government/ PSUs/ ULBs: 3 marks (Maximum) <ul style="list-style-type: none"> ○ Minimum 3 Projects: 1 mark ○ 1 mark for each additional project subject to a maximum of 2 marks
e)	Sectoral Expert-Higher & Technical Education	4	<ul style="list-style-type: none"> • Educational Qualification & Years of Professional Experience: 2 Marks <ul style="list-style-type: none"> ○ Ph.D./Post Graduation in Social Science/ Humanities with MBA or B.E./B.Tech with MBA/ PGDM or equivalent degree preferably from top 100 NIRF institutions along with more than 5 years of professional experience: 2 marks • Experience in projects related to Improvement of Quality in Higher Education with Central Government/ State Government/ PSUs/ ULBs: : 3 marks (Maximum) <ul style="list-style-type: none"> ○ 1 mark for each project subject to a maximum of 3 marks
3	Presentation: 20 Marks		
	Evaluation based on a presentation made to the tender evaluation committee on key approach, methodology and critical success factors for the smooth functioning of different Schemes of DHTE.		
	Grand Total	100	

The minimum technical score (ST) required to pass is: 70 Marks

3.1.3. Eligible Assignments

For the purpose of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments granted by the Government of India, State Government, regulatory commission, tribunal, Central/State Government Public Sector Unit as the case may be, for the following projects shall be deemed as eligible assignments (the "**Eligible Assignments**"):

- (a) Experience of providing services as Consultant/ Project Management Unit (PMU) in completed/ ongoing assignments in the field of Improvement of Quality of Higher Education involving foundational learning/ teacher training/ ed-tech/ capacity building of decentralized education functionaries/ vocational education/ Skill development/ learning assessment and remedial education, Policy Reforms/ Administrative Reforms/ Financial Reforms/ Curriculum Reforms/ Other Improvement reforms at with Central/State/PSU/ULB or any Government Departments in India in last 10 years of value minimum Rs. 50 Lakhs per assignment.
- (b) Experience of working as Consultant/Project Management Unit (Completed/Ongoing) in any Student Welfare Schemes with Central/State/PSU/ULB or any Government Departments in India in the last 7 years, with a minimum value of Rs. 50 Lakhs per assignment.
- (c) Experience of working as Consultant/Project Management Unit (Completed/Ongoing) in Schemes with Central/State/PSU/ULB or any Government Departments in India in the last 7 years, with a minimum value of Rs. 5 crores per assignment.

3.2. Evaluation of Financial Proposal

3.2.1. In the second stage, the financial evaluation will be carried out as per this Clause. Each Financial Proposal will be assigned a financial score (SF) as specified in Clause 3.2.2.

3.2.2. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Selected Agency to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Selected Agency. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F \text{ (F = amount of Financial Proposal)}$$

3.3. Combined and Final Evaluation

3.3.1. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times T_w + SF \times F_w$$

Where, T_w and F_w indicate weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

3.4. The Selected Bidder shall be the Bidder having the highest combined score. In case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be, the authority reserves the right to cancel the tender, or as deemed fit, to take any necessary action.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Selected Bidder/ Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Selected Bidder/ Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Selected Bidder/ Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or

- in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-BID MEETING

- 5.1.** Pre-Bid Meeting of the Bidders shall be convened as per clause 1.6.
- 5.2.** During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
- 5.3.** On the basis of the discussion with prospective bidders, the Authority may amend, modify or delete any clause of the RFP by issuing Corrigendum/Addendum.

6. MISCELLANEOUS

- 6.1.** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts of Ranchi, Jharkhand shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3.** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4.** All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5.** The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULE – 1
(See Clause 1.1.5)

**Selection of a Programme Management Unit (PMU) for various government schemes
to support the Department of Higher and Technical Education, Government of
Jharkhand**

TERMS OF REFERENCE (TOR)

Background

The Government of Jharkhand has launched several education schemes to promote education and provide financial assistance to students from economically weaker sections of the society. The Schemes are as under:

1. Mukhyamantri Shiksha Protsahan Yojana
2. Guruji Student Credit Card Scheme
3. CM Fellowship Program
4. Eklavya Training Scheme

The details of Schemes are as under:

1. Mukhyamantri Shiksha Protsahan Yojana

- 1.1 To enhance education and employment opportunities available to the youth of Jharkhand, the State Government is launching the Mukhyamantri Shiksha Protsahan Yojna. The scheme will provide a basic monthly payout (for expenses like buying books etc.) and free of cost coaching to students for preparation for entrance exams in the country's foremost medical, engineering and other such higher education institutes. A total of 8000 students are targeted to be beneficiaries under the scheme every year. This scheme will have the following components:
 - a) Free of cost coaching facilities –
For the students coming from economically weaker families of Jharkhand, free coaching will be provided for preparation for entrance exams in Engineering, Medical, Law, Mass Communication, Fashion Designing/Fashion technology, Hotel management, Chartered Accountant/I.C.W.A by reputed coaching institutes located in Jharkhand.
 - b) Assistance amount to students studying in coaching centers under the scheme:
An aid amount of Rs. 2500/- per month will be provided to the students studying in coaching centers under the scheme.
- 1.2 A total of 8000 students will be given free coaching by 45 empaneled coaching institutes for the preparation of various entrance examinations.
- 1.3 The coaching institutes will be paid 100% tuition fee based on duration of the coaching session and number of students availing coaching under the scheme. Apart from this, Rs 2500 per month will be paid to each beneficiary for the duration of the course at the coaching institute through DBT.

2. Guruji Student Credit Card Scheme

- 2.1 The Government of Jharkhand has decided to implement Guruji Student Credit Card Scheme to provide financial assistance to 10th / 12th pass students who are deprived of pursuing higher education due to financial constraints. The scheme shall assist the students of the state to pursue higher education in the field of Engineering, Medical, Law, Research etc. and in premier institutes like IIT's, IIMs among others.
- 2.2 The basic objective of the scheme will be to provide financial assistance to allow the students of Jharkhand state to study in premier higher education institutes.
- 2.3 Guruji Student Credit Card will be issued for providing loans to students who have completed their class 10th and 12th (10th class qualified for students wanting to pursue diploma) from a recognized school located in the state of Jharkhand.

2.4 Major Components of the scheme

- (i) The maximum loan amount under this scheme is fixed at Rs 15 lakh. Loans to students will be made available through banks. Maximum 30% of the loan amount can be used by students for non-institutional expenses (including living expenses)
- (ii) Students can avail the loan under the scheme by paying only 4% Simple Rate of interest. The remaining amount of interest will be borne by the State Government in the form of Interest Subvention, that is, the role of the State Government will be that of the Guarantor.
- (iii) No collateral security will be taken from students for the loan. The maximum period of the repayment of the loan will be up to 15 years.
- (iv) The interest rate fixed by the banks at the time of loan approval will be calculated at simple rate of interest, which will remain fixed for the entire period of the loan.
- (v) Processing fee will not be taken by the banks for approving and disbursing loans to students.
- (vi) For the purpose of availing the scheme, the State government shall shortlist premier institutes within and outside the state (within India) which have ranked up to 200 in the list of NIRF Ranking (Overall) or ranked up to 100 in NIRF (in the respective category of the Institute) or have been accredited grade either "A" or above "A" by NAAC.

3. CM Fellowship Program

- 3.1 The CM Fellowship Program in Jharkhand is an initiative launched by the state government to provide an opportunity for young professionals to work with the government for a period of 11 months on various projects related to different departments of the government. The program aims to utilize the skills and knowledge of young graduates to solve critical problems faced by the government in various sectors such as healthcare, education, agriculture, and others.
- 3.2 Under the CM Fellowship Program in Jharkhand, selected candidates are provided a monthly stipend of Rs. 50,000 along with other benefits such as travel allowance and accommodation. The program is open to candidates below 35 years of age who have completed their graduation or post-graduation from recognized institutes in India or abroad.
- 3.3 The CM Fellowship Program in Jharkhand aims to utilize the skills and knowledge of young graduates to solve critical problems faced by the government in various sectors such as healthcare, education, agriculture, and others. The selection process for the program involves a written test followed by an interview with a panel of experts.
- 3.4 The CM Fellowship Program in Jharkhand is an excellent opportunity for young professionals to gain valuable work experience, contribute to the development of the state, and foster a culture of innovation and public service among the youth. The program also helps in bridging the gap between the government and young professionals, facilitating collaboration between them to drive sustainable development.

4. Eklavya Prashikshan Yojana

- 4.1 The Eklavya Training Scheme is an initiative launched by the Jharkhand government to provide skill development training to the youth of the state. The scheme aims to provide training to the youth in various areas such as manufacturing, service, agriculture, and others, to enhance their employability and entrepreneurship skills. The

scheme will provide a basic monthly payout (for expenses like buying books etc.) and free of cost coaching to students for preparation of competitive exams like Union Public Service Commission, Jharkhand Public Service Commission, Central/ Jharkhand Staff Selection Commission, and exams for recruitment in group 'A', 'B' and 'C' of banking, railways etc. A total of 27000 students are targeted to be benefitted from the scheme every year

4.2 The plan will have the following components:

- Free Coaching Facility:

For the preparation of competitive exams like UPSC, JPSC, Banking, Railway, Central/Jharkhand staff selection commission etc., free of cost coaching facility in reputed coaching institutes in Jharkhand will be provided to students from economically weaker families of Jharkhand state.

- Assistance amount/ basic monthly payout to students studying in coaching institutes under the scheme:

Rs 2500 per month will be provided to the students studying in coaching institutes under the scheme.

4.3 Total of 27000 students will be given free coaching by 25 empaneled coaching institutes for the preparation of various competitive exams.

4.4 Following are the number of beneficiaries for free coaching for the preparation of various competitive exams:

4.5 The coaching institutes will be paid 100% tuition fee based on duration of the coaching session and number of students availing coaching under the scheme. Apart from this, Rs 2500 per month will be paid to each beneficiary for the duration of the course at the coaching institute through DBT.

Terms of Reference (TOR)

1. General

1.1 The objective of the proposed RFP is to establish a Project Management Unit (PMU) under the Department of Higher and Technical Education (DHTE) to act as an extended arm of the DHTE for effective implementation of above schemes. This PMU shall assist the department in planning, executing, monitoring and evaluating of above schemes, identifying grant requirements as well as providing assistance in the procurement, implementation and monitoring of such schemes. The detailed scope is mentioned below in Clause 2.

1.2 Towards the above, the Selected Agency through its PMU at DHTE is expected to assist the department in effectively planning, executing, monitoring, and evaluating of other Government Schemes of DHTE as well as providing assistance in procurement, bid process management, implementation (collectively the "Consultancy"), Post Award Contract Management etc. The Terms of Reference (the "TOR") and the scope of the Consultancy for this assignment are specified below.

2. Scope of Work of the PMU:

The PMU shall broadly carry out the following functions to assist various Schemes of DHTE:

2.1 Guruji Student Credit Card Scheme:

- (i) To assist the High-level committee in overall management, monitoring, and reporting of the Scheme.

- (ii) Conducting AS-IS assessment to understand current systems and integration with banking, treasury system for assistance in development of a web-portal for the scheme.
- (iii) Developing conceptual model and strategic roadmap for the web portal in the scheme detailing architecture, modules, and functions of the system. This is to act as a framework for implementation.
- (iv) Coordinating with stakeholders for web-portal development.
- (v) Assistance in conducting UAT (User Acceptance Test) and coordination with corpus bank for rectification/improvement.
- (vi) Assistance in development of fund management rules and other SoPs for scheme implementation.
- (vii) Submitting monthly reports and analysis of total financial burden on state basis the number of applicants and loan disbursed.
- (viii) Bid process management for hiring SI for technology development, if required.
- (ix) Training assistance to DHTE or any other stakeholder as and when required.
- (x) Updating the list of institutions and course/s eligible covered under the Scheme as per the latest NIRF Rankings and NAAC Accreditations every year for submission to the High-level committee for approval.
- (xi) Analysing KPIs of the scheme like no. of beneficiaries, quantum of loan disbursed, no. of loan account under default, level of the corpus fund etc and drawing meaningful insights from it.

2.2 Mukhyamantri Shiksha Protsahan Yojna & Eklavya Prashikshan Yojana:

- (i) The PMU shall verify the candidature of the student applied for coaching under the scheme.
- (ii) The PMU shall prepare the course wise panel of students for approval by the High Level Committee.
- (iii) The PMU shall scrutinize the monthly attendance sheets of students from coaching institutes and identify the students who fail to achieve requisite attendance level.
- (iv) The PMU shall monitor the financial aspects of the scheme and report any discrepancy to the High Level Committee and support them for Internal Monitoring System of the Schemes.
- (v) The Project Monitoring Unit (PMU) of professional consultants shall be set up by DHTE to assist the High-level Committee in carrying out its mandated activities.
- (vi) The Project Monitoring Unit (PMU) shall also provide any information as and when required by the High Level Committee.

2.3 CM Fellowship Schemes/ Any Similar Scheme of DHTE:

- (i) Regular monitoring of the Schemes as per the provisions and responsibilities indicated in the Guidelines of CM fellowship Scheme.
- (ii) Prepare an action plan for the implementation of the above 4 schemes as well as any other similar schemes of DHTE.

- (iii) Regular monitoring of the Schemes as per the provisions of Scheme Guidelines.
- (iv) The regular monitoring of schemes on the Portal for data analytics and suggesting corrective and improvement measures to be taken for more efficient working. The work will include developing algorithms for data analysis.
- (v) Monitoring key project Management Knowledge areas like Scope, Risk, Quality, Time, Cost and Communications and ensuring sign-off of various deliverables.
- (vi) Provide input in the overall analysis and evaluation of the Scheme.
- (vii) Organize/conduct Workshops/Video Conferences with the department for clarification /explanation of the issues related to the implementation of the Schemes.
- (viii) To identify the issues and suggest the corrective measures for the effective implementation of the schemes.
- (ix) Advise the department on procurement processes (bid process management) by assisting in Drafting EoI/ RFP/ RFQ, etc., Handhold during pre-bid meetings, and Assistance in bid evaluation for all the product/services procurement as and when required for the implementation of the schemes.
- (x) To provide consulting support in the design and development of various application portals of the scheme such as : Functional Requirement Specification (FRS) and Software Requirement Specification (SRS) with the MIS Strategy to ensure Knowledge transfer through the portal by means of Data Reports.
- (xi) Review, analyze and create detailed documentation related to such Portals and user needs including workflow, program function and steps required for the modification of the portal.
- (xii) To assist DHTE on details of each payment file and beneficiary claims to avoid any undue payment/claim.
- (xiii) Responsible to look after all the administrative and technical issues involved in the online system and its modifications viz-a-viz the terms and conditions as spelt out in the various schemes.
- (xiv) Propose the formulation of new guidelines from time to time as per the requirement.
- (xv) Maintain a real-time dashboard system on the progress and milestones achieved
- (xvi) Periodically review project implementation activities.
- (xvii) Develop capacity building plan in coordination with the department by including specific SOPs /policies/ specific programmatic interventions related trainings etc. External partners may be further onboarded by the department as necessary
- (xviii) Budget and financial planning.
- (xix) Coordination with all the stakeholders of the schemes.
- (xx) Identification of eligible candidates for the above schemes in consultation with all the stakeholders; based on the available sources of data.
- (xxi) Assist the department in Shortlisting of eligible institutions based on their eligibility and meeting of the required criteria.

- (xxii) Monitoring of monthly reports.
- (xxiii) Taking appropriate action to address any issues or concerns identified through the monitoring process.
- (xxiv) Any Other work as assigned by the Authorities of DHTE.

3. Setting up of Program Management Unit at DHTE

- 3.1 The Selected Agency shall depute the Key Personnel at DHTE office within 15 days of signing of Agreement till the completion of the period of contract.
- 3.2 The Selected Agency shall also make available the Sectoral Experts and Resource Pool Staff on need basis as per the requirements of the Project. Details of the Sectoral Experts and Resource Pool Staff and their minimum qualification and experiences are provided in subsequent section of this ToR. The Selected Agency has to take approval of the Authority and deploy the Sectoral Experts and Resource Pool Staff within 30 days of requirement raised by the Authority. The man-day cost of Sectoral Experts and Resource Pool Staff will be calculated as per Clause 5.5 of the ToR, however the cost of Sectoral Experts and Resource Pool Staff shall not be considered for the purpose of evaluation under this RFP.
- 3.3 Assistance to DHTE in process for selection of Agency/ies for the implementation of schemes. Towards the same, the PMU shall undertake the following:
 - (a) Preparation of project structure and terms of reference for selection of Agency/ies for implementation of various Government schemes.
 - (b) Towards preparation of Tender for selection of Agency/ies, the PMU shall coordinate with other Government departments for getting technical & other inputs as required to be inserted in the Tender document.
 - (c) Assistance in pre-bid meeting and preparation of replies of the pre-bid queries. The PMU shall prepare the replies of all Technical queries in consultation with DHTE.
 - (d) Evaluation of the Technical and Financial Bids.
 - (e) All handholding during negotiation and signing of the Agreement with the successful bidder.

4. List of Sectoral Expert and Resource Pool to be made available as and when required by the Authority:

SN	Position	Minimum years of professional experience	Specific expertise
1	Other Sectoral expert	5	Having minimum relevant qualification and experiences as detailed out by the Authority from time to time.
2	Resource Pool Staffs	2	Having minimum relevant qualification and experiences as detailed out by the Authority from time to time.

5. Payments

- 5.1 The Bidder shall quote the monthly professional fee for all the key personnel to be deployed at DHTE as per Form-2 of Appendix-II and the same shall include all out of pocket expenses but will be exclusive of GST.

- 5.2 Payment of fees for the services provided by Selected Bidder shall be made on monthly basis. By 10th day of each month the Selected Bidder shall raise invoice for the monthly fee for the previous month. The monthly fees shall be due & be paid one month within raising the invoice to the authority (DHTE). The fees shall be inclusive of all out of pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all surcharges, out pocket expenses which may be incurred by the PMU towards local travel, documentation and communication.
- 5.3 The GST as applicable shall be paid extra. The taxes shall be deducted at source as per law.
- 5.4 All outstation travel expenses (Outside Ranchi) by the Key Personnel for project related purposes shall be reimbursed by the Client at actuals provided budget approval for the same has been taken in writing from the Client.
- 5.5 Payment for Additional Services: Cost of additional inputs from the Sectoral Expert and Resource Pool Staff and Support Staff (Technical and Administrative) will be extra and shall be invoiced monthly by the Agency as and when additional services are provided at the following rates:

Sl. No.	Additional Inputs	Man-month Rate: as a (%) of man-month rate of Project Coordinator
1	Sector/Domain Experts	90% of the man-month rate of the Team Leader cum project manager
2	Resource Pool Staff	50% of the man-month rate of the Team Leader cum project manager

The GST as applicable shall be paid extra. The taxes shall be deducted at source as per law.

- 5.6 Apart from payment of additional services towards usage of Sectoral Experts and Resource Pool Staff, the Authority shall bear all travel, boarding & lodging expenses towards deployment of such Sectoral Experts and Resource Pool Staff at site provided budget approval for the same has been taken in writing from the Client.

SCHEDULE – 2
(See Clause 2.3)

DRAFT OF AGREEMENT

FOR

**Programme Management Unit (PMU) for various government schemes to support the
Department of Higher and Technical Education, Government of Jharkhand**

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	Annexure 3: Cost of Services	
	Annexure 4: Payment Schedule	
	Annexure 5: Bank Guarantee for Performance Security	

AGREEMENT

Provision of Selected Agency Services for Project.....

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the.....month of 20...., between, on the one hand, the Department of Higher & Technical Education (DHTE) acting through (hereinafter called the "Authority" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the "Selected Consultancy Firm/ Agency" which expression shall include their respective successors and permitted assigns).

WHEREAS

- A. The Authority intended to select and appoint a Consultancy Firm to set up a Programme Management Unit (PMU) through this RFP for providing services as described more particularly in scope of services as part of this RFP. (hereinafter called the "Project");
- B. the Consultancy Firm submitted its proposals for the aforesaid work, whereby the Consultancy Firm represented to the Authority that it had the required professional skills, and in the said proposals the Consultancy Firm also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Consultancy Firm, awarded the Consultancy to the Consultancy Firm vide its Letter of Award dated
- D. (the "LOA"); and
- E. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1. Definitions and Interpretation

- 1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
 - (a) **"Additional Expenditures"** shall have the meaning set forth in Clause 6.1.3;
 - (b) **"Agreement"** means this Agreement, together with all the Annexures;
 - (c) **"Agreement Value"** shall have the meaning set forth in Clause 6.1.2;
 - (d) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
 - (e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;
 - (f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
 - (g) **"Dispute"** shall have the meaning set forth in Clause 9.2.1;
 - (h) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;

- (i) **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India;
- (j) **"Government"** means the Government of Jharkhand ;
- (k) **"INR, Re. or Rs."** means Indian Rupees;
- (l) **"Party"** means the Authority or the Selected Consultancy Firm/ Agency, as the case may be, and Parties means both of them;
- (m) **"Personnel"** means persons hired by the Selected Consultancy Firm/ Agency as employees assigned to the performance of the Services or any part thereof;
- (n) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (o) **"RFP"** means the Request for Proposal document in response to which the Selected Consultancy Firm/ Agency proposal for providing Services was accepted;
- (p) **"Services"** means the work to be performed by the Selected Consultancy Firm/ Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) **"Sub-Consultancy"** means any entity to which the Selected Consultancy Firm/ Agency sub-contracts any part of the Services; and
- (r) **"Third Party"** means any person or entity other than the Government, the Authority, the Selected Consultancy Firm/ Agency or a Sub-Consultant.

1.1.2. All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexures of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.3. Relation between the Parties - Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Selected Consultancy Firm/ Agency. The Selected Consultancy Firm/ Agency shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4. Rights and obligations -The mutual rights and obligations of the Authority and the Selected Consultancy Firm/ Agency shall be as set forth in the Agreement, in particular:

- (a) the Selected Consultancy Firm/ Agency shall carry out the Services in accordance with the provisions of the Agreement; and

(b) the Authority shall make payments to the Selected Consultancy Firm/ Agency in accordance with the provisions of the Agreement.

1.5. Governing law and jurisdiction - This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State of Jharkhand shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.6. Language - All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.7. Table of contents and headings - The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.8. Notices - Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Selected Consultancy Firm/ Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Selected Consultancy Firm/ Agency's Representative set out below in Clause 1.10 or to such other person as the Selected Consultancy Firm/ Agency may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Selected Consultancy Firm/ Agency may from time to time specify by notice to the Authority;

(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Selected Consultancy Firm/ Agency; provided that if the Selected Consultancy Firm/ Agency does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.9. Location - The Services shall be performed at the offices of the Authority at Ranchi in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Selected Consultancy Firm/ Agency. Five (5) team members, including the Team Leader, from the Selected Consultancy Firm/ Agency should be deployed at Ranchi and working out of the office of the Authority at Ranchi at all times. The remaining team members of the nominated Project Management Consultancy can work from the consultant's Home Office and should report at the office of the Authority at Ranchi on need basis as required by the Authority.

1.10. Authorised Representatives - Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Selected Consultancy Firm/ Agency, as the case may be, may be taken or executed by the officials specified in this Clause.

1.10.1. The Selected Consultancy Firm/ Agency may designate one of its employees as its Representative. Unless otherwise notified, the Selected Consultancy Firm/ Agency's Representative shall be:

.....

.....

Tel:

Mobile:

E-mail:

1.11. Taxes and duties - Unless otherwise specified in the Agreement, the Selected Consultancy Firm/ Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1. Effectiveness of Agreement - This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2. Commencement and Duration of Services

2.2.1. The Selected Consultancy Firm/ Agency shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.2.2. The time duration of the PMU shall be 3 (three) years; and

2.2.3. The services of the PMU shall be extendable by an additional year as mutually agreed by the PMU agency and the authority

2.3. Termination of Agreement for failure to commence Services - If the Selected Consultancy Firm/ Agency does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Selected Consultancy Firm/ Agency, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Selected Consultancy Firm/ Agency shall be deemed to have accepted such termination. In light of non-commencement of services within the period specified, the Authority is deemed to forfeit the EMD money paid by the Agency and the Agency will be barred from taking part in any activity within DHTE for the next 1 year.

2.4. Expiry of Agreement - Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the

subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Selected Consultancy Firm/ Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement - Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7. Force Majeure

2.7.1. Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, as deemed by authority, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement - The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later

than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions not later than 14 days.

- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. **Extension of time** - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. **Payments** - During the period of its inability to perform the Services as a result of an event of Force Majeure, the Selected Consultancy Firm/ Agency shall be entitled for reimbursement of costs reasonably and necessarily incurred by it while carrying out its contractual obligations, prior to the date of effectiveness of Force Majeure clause.

2.7.6. **Consultation** - Not later than 30 (thirty) days after the Selected Consultancy Firm/ Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement - The Authority may, by written notice of suspension to the Selected Consultancy Firm/ Agency, suspend all payments to the Selected Consultancy Firm/ Agency hereunder if the Selected Consultancy Firm/ Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Selected Consultancy Firm/ Agency to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Selected Consultancy Firm/ Agency of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Selected Consultancy Firm/ Agency, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the Selected Consultancy Firm/ Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Selected Consultancy Firm/ Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Selected Consultancy Firm/ Agency fails to comply with any final

decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;

- (d) the Selected Consultancy Firm/ Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Selected Consultancy Firm/ Agency knows to be false;
- (e) any document, information, data or statement submitted by the Selected Consultancy Firm/ Agency in its Proposals, based on which the Selected Consultancy Firm/ Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Selected Consultancy Firm/ Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2. **By the Selected Consultancy Firm/ Agency** - The Selected Consultancy Firm/ Agency may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Selected Consultancy Firm/ Agency pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 6 months after receiving written notice from the Selected Consultancy Firm/ Agency that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 90 (ninety) days (or such longer period as the Selected Consultancy Firm/ Agency may have subsequently granted in writing) following the receipt by the Authority of the Selected Consultancy Firm/ Agency's notice specifying such breach;
- (c) as the result of Force Majeure, the Selected Consultancy Firm/ Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3. **Cessation of rights and obligations** - Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, 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, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Selected Consultancy Firm/ Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Selected Consultancy Firm/ Agency's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

- 2.9.4. **Cessation of Services** - Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Selected Consultancy Firm/ Agency 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 not be liable for any expenditures for this purpose. With respect to documents prepared by the Selected Consultancy Firm/ Agency and materials furnished by the Authority, the Selected Consultancy Firm/ Agency shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.
- 2.9.5. **Payment upon Termination** - Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Selected Consultancy Firm/ Agency (after offsetting against these payments any amount that may be due from the Selected Consultancy Firm/ Agency to the Authority):
- (a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
 - (b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
 - (c) except in the case of termination pursuant to Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the PMU's Personnel.
- 2.9.6. **Disputes about Events of Termination** - If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.10. Transfer of rights and interest

- 2.10.1. Prior to or upon termination, or expiry of this Agreement, as the case may be, the PMU shall comply with and conform to the following transfer requirements (the "Transfer Requirements"):
- (a) notify to the Authority forthwith the particulars of all Authority's assets;
 - (b) develop and prepare a transition plan, including risk mitigating measures, in consultation with the Authority, for smooth transition on termination or expiry, as the case may be;
 - (c) deliver and transfer all Consultancy Documents;
 - (d) provide technical assistance and shadow support to the Authority to facilitate transition to the Authority or its nominee;
- 2.10.2. Subject to the exercise by the Authority of its rights under this Agreement to perform or procure the performance by a third party of any of the obligations of the PMU, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any termination notice, until the termination of this Agreement becomes effective in accordance with the terms and conditions as set out in this Agreement.

3. OBLIGATIONS OF THE SELECTED CONSULTANCY FIRM/ AGENCY

3.1. General

3.1.1. Standards of Performance

The Selected Consultancy Firm/ Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Selected Consultancy Firm/ Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

The scope of Services to be performed by the Selected Consultancy Firm/ Agency is specified in the Terms of Reference (the "TOR") at Annexure-1 of this Agreement.

3.1.3. Applicable Laws

The Selected Consultancy Firm/ Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel of the Selected Consultancy Firm/ Agency should comply with the Applicable Laws.

3.2. Conflict of Interest

3.2.1. The Selected Consultancy Firm/ Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2. Selected Consultancy Firm/ Agency and Affiliates not to be otherwise interested in the Project

The Selected Consultancy Firm/ Agency agrees that, during the term of this Agreement and after its termination, the Selected Consultancy Firm/ Agency or any Associate thereof, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of one year from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Selected Consultancy Firm/ Agency shall include a person who holds more than 5% (five per cent) of the subscribed and paid-up share capital of the Selected Consultancy Firm/ Agency, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Selected Consultancy Firm/ Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. **Selected Consultancy Firm/ Agency not to benefit from commissions, discounts, etc.**

The remuneration of the Selected Consultancy Firm/ Agency pursuant to Clause 6 hereof shall constitute the Selected Consultancy Firm/ Agency's sole remuneration in connection with this Agreement or the Services and the Selected Consultancy Firm/ Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Selected Consultancy Firm/ Agency as well as its Personnel shall not receive any such additional remuneration.

3.2.5. The Selected Consultancy Firm/ Agency and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Selected Consultancy Firm/ Agency, without being liable in any manner whatsoever to the Selected Consultancy Firm/ Agency, if it determines that the Selected Consultancy Firm/ Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, *inter alia*, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Selected Consultancy Firm/ Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Selected Consultancy Firm/ Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Selected Consultancy Firm/ Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of

any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such **official** resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3. Confidentiality

The Selected Consultancy Firm/ Agency, its Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Selected Consultancy Firm/ Agency and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Selected Consultancy Firm/ Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Selected Consultancy Firm/ Agency and its

Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (a) was in the public domain prior to its delivery to the Selected Consultancy Firm/ Agency and its Personnel or becomes a part of the public knowledge from a source other than the Selected Consultancy Firm/ Agency and its Sub-Consultants and its Personnel
- (b) was obtained from a third party with no known duty to maintain its confidentiality;
- (c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Selected Consultancy Firm/ Agency and its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (d) is provided to the professional advisers, agents, auditors or representatives of the Selected Consultancy Firm/ Agency or its Personnel, as is reasonable under the circumstances; provided, however, that the Selected Consultancy Firm/ Agency and its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Selected Consultancy Firm/ Agency

- 3.4.1. The Selected Consultancy Firm/ Agency's liability under this Agreement shall be limited to the fee received by the Selected Consultancy Firm/ Agency.
- 3.4.2. The Selected Consultancy Firm/ Agency shall, be liable to the Authority for any direct or indirect loss or damage accrued or likely to accrue due to deficiency in Services rendered by it subject to the limit set forth in Clause 3.4.1 above.
- 3.4.3. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Selected Consultancy Firm/ Agency or on the part of any person or firm acting on behalf of the Selected Consultancy Firm/ Agency in carrying out the Services, the Selected Consultancy Firm/ Agency, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - (a) for any indirect or consequential loss or damage; and
 - (b) for any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement
- 3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the PMU's liability, if any, for damage to Third Parties caused by the PMU or any person or firm acting on behalf of the PMC in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5. Accounting, Inspection and Auditing

- 3.5.1. The Selected Consultancy Firm/ Agency shall:
 - (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc., and in such form and detail as will clearly identify all relevant time charges and cost, and the basis

thereof (including the basis of the Selected Consultancy Firm/ Agency's costs and charges); and

- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6. Selected Consultancy Firm/ Agency's actions requiring the Authority's prior approval. The Selected Consultancy Firm/ Agency shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the professional personnel as are not listed in Annexure-2, in addition to the professionals listed in Annexure-2;
- (b) any other action that is specified in this Agreement.

3.7. Reporting obligations- The Selected Consultancy Firm/ Agency shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8. Documents prepared by the Selected Consultancy Firm/ Agency to be property of the Authority

3.8.1. All reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Selected Consultancy Firm/ Agency in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Selected Consultancy Firm/ Agency agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Selected Consultancy Firm/ Agency.

3.8.2. The Selected Consultancy Firm/ Agency shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Selected Consultancy Firm/ Agency may retain a copy of such Consultancy Documents. The Selected Consultancy Firm/ Agency shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3. The Selected Consultancy Firm/ Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Selected Consultancy Firm/ Agency to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority

3.9. Materials furnished by the Authority - Materials made available to the Selected Consultancy Firm/ Agency by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Selected Consultancy Firm/ Agency shall furnish forthwith to the Authority, an inventory

of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10. Providing access to Office and Personnel - The Selected Consultancy Firm/ Agency shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Selected Consultancy Firm/ Agency and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Selected Consultancy Firm/ Agency and verify the records relating to the Services for his satisfaction.

3.11. Accuracy of Documents - The Selected Consultancy Firm/ Agency shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Selected Consultancy Firm/ Agency or arises out of its failure to conform to good industry practice. The Selected Consultancy Firm/ Agency shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey/ investigations.

4. SELECTED CONSULTANCY FIRM/ AGENCY & ITS PERSONNEL

4.1. General - The Selected Consultancy Firm/ Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2. Deployment of Personnel - The designations, names and other particulars of each of the Selected Consultancy Firm/ Agency Key Personnel required in carrying out the Services are described in Annexure-2 of this Agreement.

4.3. Approval of Personnel - The Key Personnel listed in Annexure-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3.1. If the Selected Consultancy Firm/ Agency hereafter proposes to engage any person as Professional Personnel, in addition to the professionals listed in Annexure-2, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-9) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Selected Consultancy Firm/ Agency may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause, it shall be deemed to have been approved by the Authority.

4.4. Substitution of Key Personnel

4.4.1. The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under health ground of the personnel of the Selected Consultancy Firm/ Agency. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

- 4.4.2. In case of failure to meet the standards of the Authority, (which includes efficiency, cooperation, discipline and performance) the Agency may be asked to replace the resource without any penalty for replacement/exit within a period of 30 days.
- 4.4.3. The replaced resource will be accepted by the Authority only if they score same or more on the evaluation criterion mentioned in this RFP and are found suitable to the satisfaction of the Authority.
- 4.4.4. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the Authority
- 4.4.5. The payment for replaced resources will be made as per the man month rates quoted/agreed by the bidder.

4.5. Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Selected Consultancy Firm/ Agency remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Selected Consultancy Firm/ Agency shall ensure that any absence on leave will not delay the progress and quality of the Services.

- 4.6. Team Leader & Project Coordinators** - The Team Leader & Project Coordinators of the Selected Consultancy Firm/ Agency shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) Provide the Selected Consultancy Firm/ Agency with work permits and such other documents as may be necessary to enable the Selected Consultancy Firm/ Agency, to perform the Services;
- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

- 5.2. Access to land and property** - The Authority warrants that the Selected Consultancy Firm/ Agency shall have, free of charge, unimpeded access to the site of the Project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Selected Consultancy Firm/ Agency as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Selected Consultancy Firm/ Agency as a result thereof pursuant to Clause 6.1.3.

- 5.3. Change in Applicable Law** - If, after the date of this Agreement, there is any change in the Applicable Laws with respect- to taxes and duties which increases or decreases the cost incurred by the Selected Consultancy Firm/ Agency in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration otherwise payable to the Selected Consultancy Firm/ Agency under this Agreement shall be increased or decreased accordingly by

agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4. Payment - In consideration of the Services performed by the Selected Consultancy Firm/ Agency under this Agreement, the Authority shall make to the Selected Consultancy Firm/ Agency such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE SELECTED CONSULTANCY FIRM/ AGENCY

6.1. Cost estimates and Agreement Value

6.1.1. The cost of the Services payable to the Selected Consultancy Firm/ Agency is set forth in Annexure-4 of the Agreement.

6.1.2. Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rs).

6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of this Agreement, the Parties agree that additional payments shall be made to the PMC in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.1.4. Payment of fees for the services provided by Selected Bidder shall be made on monthly basis. By 10th day of each month the Selected Bidder shall raise invoice for the monthly fee for the previous month. The monthly fees shall be due & be paid one month within raising the invoice to the authority (DHTE). The fees shall be inclusive of all out of pocket expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards local travel, documentation and communication.

6.1.5. The GST as applicable shall be paid extra. The taxes shall be deducted at source as per law.

6.1.6. All outstation travel expenses (Outside Ranchi) by the Key Personnel for project related purposes shall be reimbursed by the Client at actuals provided budget approval for the same has been taken in writing from the Client.

6.1.7. Payment for Additional Services: Cost of additional inputs from the Sectoral Expert and Resource Pool Staff and Support Staff (Technical and Administrative) will be extra and shall be invoiced monthly by the Agency as and when additional services are provided at the following rates:

Sl. No.	Additional Inputs	Man-month Rate: as a (%) of man-month rate of Project Coordinator
1	Sector/Domain Experts	90% of the man-month rate of the Team Leader cum project manager
2	Resource Pool Staff	50% of the man-month rate of the Team Leader cum project manager

The GST as applicable shall be paid extra. The taxes shall be deducted at source as per law.

- 6.1.8. Apart from payment of additional services towards usage of Sectoral Experts and Resource Pool Staff, the Authority shall not bear any travel, boarding & lodging expenses towards deployment of such Sectoral Experts and Resource Pool Staff at site.
- 6.1.9. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Selected Consultancy Firm/ Agency to the Authority within 30 (thirty) days after receipt by the Selected Consultancy Firm/ Agency of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority. Any delay by the Selected Consultancy Firm/ Agency in reimbursement by the due date shall attract simple interest @ 5% (five per cent) per annum.
- 6.1.10. All payments under this Agreement shall be made to the account of the Selected Consultancy Firm/ Agency as may be notified to the Authority by the Selected Consultancy Firm/ Agency.

6.2. Currency of payment - All payments shall be made in Indian Rupees. The Selected Consultancy Firm/ Agency shall be free to convert Rupees into any foreign currency as per Applicable Laws.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1. Performance Security

- 7.1.1. For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value (the "**Performance Security**");
- 7.1.2. Notwithstanding anything to the contrary contained in Clause 7.1.1, the Authority shall retain by way of Performance Security, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Selected Consultancy Firm/ Agency at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Selected Consultancy Firm/ Agency hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.3. The Selected Consultancy Firm/ Agency may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annexure-5 of this Agreement.

7.2. Liquidated Damages

- 7.2.1. If the successful Bidder is unable to deploy any of the team within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties, a penalty at the rate of 1% per week of the Monthly Fee will be levied for a maximum period of eight weeks. If the deployment is not completed even within this eight-week period, then the agreement will be liable for termination, in part or whole, at the discretion of DHTE and at the risk and cost of the

Selected Bidder;

7.2.2. Penalty for Absence

- (a) Key personnel can avail maximum 14 leaves per year on pro-rata basis;
- (b) In the case of absence (apart from allowed leaves) of a resource during Assignment period beyond the above-mentioned period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing Monthly Retainer Fee by number of working days in that Month and Number of key personnel deployed);
- (c) Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day;
- (d) Penalty would be deducted from the applicable payments;

7.2.3. **Liquidated Damages for error/variation** - In case any error or variation is detected in the reports submitted by the Selected Consultancy Firm/ Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Selected Consultancy Firm/ Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Selected Consultancy Firm/ Agency by way of deemed liquidated damages, subject to a maximum of the 20% balance Agreement Value (Agreement Value due from the date of issuance of notice of Liquidated Damages till the end of the Contract Value).

7.2.4. **Liquidated Damages for delay** - In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the balance Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Selected Consultancy Firm/ Agency, suitable extension of time shall be granted.

7.2.5. **Encashment and appropriation of Performance Security** - The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Selected Consultancy Firm/ Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

7.3. Penalty for deficiency in Services - In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Selected Consultancy Firm/ Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1. Good Faith - The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2. Operation of the Agreement - The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the

Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause, shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1. Amicable settlement - The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2. Dispute resolution

9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3. Conciliation - In the event of any Dispute between the Parties, either Party may call upon, Secretary, DHTE or an individual authorized by Secretary, DHTE and the Managing Partner/ Chairman of the Board of Directors of the Selected Consultancy Firm/ Agency or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4. Arbitration

9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 2015. The place of such arbitration shall be the capital of the State of Jharkhand where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two

arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3. The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Selected Consultancy Firm/ Agency and the Authority agree and undertake to carry out such Award without delay.

9.4.4. The Selected Consultancy Firm/ Agency and the Authority agree that an Award may be enforced against the Selected Consultancy Firm/ Agency and/or the Authority, as the case may be.

9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Selected Consultancy Firm/ Agency:

Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Schedule 2 Annexure 1: Terms of Reference

Schedule 2 Annexure 2: Deployment of Key Personnel

Schedule 2 Annexure 3: Cost of Services

Schedule 2 Annexure 4: Payment Schedule

Schedule 2 Annexure 5: Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of Department of Higher & Technical Education (hereinafter referred as the 'Authority', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), to set up a Program Management Unit at DHTE Contract by issue of Authority's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at INR [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to INR [amount in figures and words] to the Authority for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (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 the Authority immediately on demand an or, all monies payable by the Consultant to the extent of INR [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Authority on the Bank shall be conclusive and binding notwithstanding any difference between the Authority and the Consultant 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 until the Authority discharges this guarantee.

The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Authority 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 the Authority and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority and the Consultant any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligations under these presents by any exercise by the Authority 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 the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Authority may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to INR [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Authority.

Schedule 3

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 3.2 of the Agreement and shall be read together therewith in dealing with specific cases.
2. The Consultancy Firm should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Consultancy Firm should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and the Consultancy Firm or between Selected Agency and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and Consultancy Firm:

- (i) Potential Consultancy Firm should not be privy to information from the Authority which is not available to others.
- (ii) Potential Consultancy Firm should not have defined the project when earlier working for the Authority.
- (iii) Potential Consultancy Firm should not have recently worked for the Authority overseeing the project.

(b) Selected Agency and concessionaires/contractors:

- (i) No Consultancy Firm should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
- (ii) No Consultancy Firm should be involved in owning or operating entities resulting from the project.
- (iii) No Consultancy Firm should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by Consultancy Firm. Where a conflict exists, which has not been declared competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Consultancy Firm become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the Consultancy Firm's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Transaction Advisor coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Consultancy Firms drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when Consultancy Firms advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Consultancy Firms. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Consultancy Firms to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultancy Firms should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDIX-I
TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Bidder's letter head)

(Date and Reference)

To,

The Joint Secretary,
Department of Higher & Technical Education,
3rd Floor, Yojana Bhawan,
Nepal House, Doranda
Ranchi, Jharkhand - 834002

Sub: Request for Proposal for Appointment of Consultancy Firm for Setting up of Project Management Unit for various government schemes to support the Department of Higher and Technical Education, Government of Jharkhand

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of Consultancy Firm for Setting up of Program Management Unit for various government schemes to support the Department of Higher and Technical Education, Government of Jharkhand .

The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for **Appointment of Consultancy Firm for Setting up of Project Management Unit for various government schemes to support the Department of Higher and Technical Education, Government of Jharkhand**, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our Bid/ Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any projector contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any conflict of interest in accordance with Clause 3.2 and Schedule 3 of the Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultancy Firm, without incurring any liability to the Bidders in accordance with the RFP document.
 8. I/We declare that we are not a member of any other Consortium applying for Appointment of Consultancy Firm for Setting up of Program Management Unit.
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the Selection Process in respect of the above mentioned Project.
 13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 180 (one hundred & eighty) days from the PDD specified in the RFP.
 15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
 16. In the event of my/our firm being selected, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 17. In the event of my/our firm being selected, I/we agree and undertake to provide the services of the Team in accordance with the provisions of the RFP and that the Team shall be responsible for providing the agreed services themselves and not through any other person or Associate.
 18. I/We have studied RFP and all other documents carefully. We understand that except to the

extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Bid/ Proposal which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-I
TECHNICAL PROPOSAL
Form-1A
Form of Proposal Declaration
(On Bidder's letter head)

Date: [insert date (as day, month and year) of Proposal Submission]

Tender No.: [insert identification number of proposal submission]

To,

The Joint Secretary,
Department of Higher & Technical Education,
3rd Floor, Yojana Bhawan,
Nepal House, Doranda
Ranchi, Jharkhand - 834002

We, the undersigned, declare that:

1. We understand that, according to RFP conditions, Technical Proposal must be supported by a Proposal Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract for the period of 2 (two) years starting on Proposal Due Date, if we are in breach of our obligation(s) under the RFP conditions, in case of:
 - a. Withdrawal of Proposal during the period of proposal validity specified in the Letter of Proposal; or
 - b. having been notified of the acceptance of Proposal by the Authority during the period of proposal validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in with terms and conditions of RFP Document.
3. We understand this declaration shall expire if we are not the Selected Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the Selected Bidder; or (ii) twenty-eight days after the expiration of our Proposal.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Proposal Declaration] Name: [insert complete name of person signing the Proposal Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of __, _____ [insert date of signing] Seal (where appropriate)

APPENDIX-I
Form 2
Particulars of Bidders

- (a) Name:
- (b) Registration Details of the Bidder (**Enclose certification of Company /Trust deed/Society deed**):
- (c) Country of incorporation:
- (d) Address of the corporate headquarters and its branch office(s), if any, in India:
- (e) Date of incorporation and/ or commencement of business:
- (f) GST No
- 2 Brief description of the Bidder including details of its main lines of business:
- 3 Details of individual(s) who will serve as the point of contact/ communication:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone / Mobile Number(s):
 - (f) E-Mail Address:
 - (g) Fax Number:
- 4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone /Mobile Number:
 - (e) Fax Number:

** Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our RFP is liable to be rejected.

Signature of the Authorized Signatory with date & seal

APPENDIX-I

Form 3

Statement of Legal Capacity

(to be provided on Letter Head of the Applicant/ Bidder)

Ref:

Date:

To,

The Joint Secretary,
Department of Higher & Technical Education,
3rd Floor, Yojana Bhawan,
Nepal House, Doranda
Ranchi, Jharkhand – 834002

Sub: Request for Proposal for Appointment of Consultancy Firm for Setting up of Program Management Unit for various government schemes to support the Department of Higher and Technical Education, Government of Jharkhand

Dear Sir,

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that(insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

APPENDIX-I

Form 4

Power of Attorney

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 Proposal for the ***** Project[s] proposed or being developed by the DHTE (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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 and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate*

APPENDIX-I

Form 5

Financial Capacity of the Bidder

[Refer Clause 2.5.2 (B)]

Sl. No.	Financial Year	Annual Turnover
1		
2		
3		
Certificate from the Chartered Accountant		
This is to certify that (name of the Bidder) has annual turnover as shown above against the respective years on account of professional fees.		
(Signature, name and designation of the authorised signatory) Date:		
Name and seal of the audit firm:		

* In the event that the Bidder does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form 6

Particulars of Key Personnel

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment	
					Name of Firm	Employed Since
1	2	3	4	5	6	7
1	Team Leader					
2	Finance Expert					
3	Project Coordinator-I					
4	Project Coordinator-II					
5	Project Coordinator-III					
6	Project Coordinator-IV					
7	Monitoring and Evaluation Expert					
8	Sectoral Expert- Higher & Technical Education					

*Refer Form 9 of Appendix-I Curriculum Vitae of Key Personnel.

APPENDIX-I

Form 7

Abstract of Eligible Assignments of the Bidder

(Refer Clause 3.1.3)

1. Experience of providing services as Consultant/Project Management Unit (PMU) in completed/ ongoing assignments in the field of Improvement of Quality of Higher Education involving foundational learning/ teacher training/ ed-tech/ capacity building of decentralized education functionaries/ vocational education/ Skill development/ learning assessment and remedial education, Policy Reforms/ Administrative Reforms/ Financial Reforms/ Curriculum Reforms/ Other Improvement reforms at with Central/State/PSU/ULB or any Government Departments in India in last 10 years of value minimum Rs. 50 Lakhs per assignment.

Sl. No	Name of Project	Name of Client	Project Start Date	Project Completion Date	Estimated capital cost of Project (in Rs crore)

2. Experience of working as Consultant/Project Management Unit (Completed/Ongoing) in any Student Welfare Schemes with Central/State/PSU/ULB or any Government Departments in India in the last 7 years, with a minimum value of Rs. 50 Lakhs per assignment.

Sl. No	Name of Project	Name of Client	Project Start Date	Project Completion Date	Estimated capital cost of Project (in Rs crore)

3. Experience of working as Consultant/Project Management Unit (Completed/Ongoing) in Schemes with Central/State/PSU/ULB or any Government Departments in India in the last 7 years, with a minimum value of Rs. 5 crores per assignment.

Sl. No	Name of Project	Name of Client	Project Start Date	Project Completion Date	Estimated capital cost of Project (in Rs crore)

Note:

1. The Bidder should provide details of only those assignments that have been undertaken by it under its own name as Sole Member/ Lead Member / Consortium Partner.
2. The Bidder to submit completion certificate/Work orders/ Agreements.

APPENDIX-I

Form 8

Eligible Assignments of Bidder

(Refer Clause 3.1.3)

1.	Name of Bidder:	
2.	Name of the Project:	
3.	Type of Project	
4.	Particulars:	
5.	Description of services performed by the Bidder firm:	
6.	Name of client and Address:	
7.	Name, telephone no. of client's representative:	
8.	Estimated capital cost of Project (in Rs)	
9.	Consultancy Fee received by the Bidder as professional fees (in Rs crore)	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Form-7 of Appendix-I.

APPENDIX-I

Form 9

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications (Enclose Copy of Certificates):
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. Details of experience in working on eligible projects on which Personnel has worked (Refer the table of clause 3.1.2)

Project-1 (Please insert separate table for each eligible project)

Type of Project	
Particulars:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. of client's representative:	
Estimated capital cost of the Project (in Rs crore):	
Start date of the services (month/ year):	
Finish date of the services (month/ year):	
Brief description of the Project:	

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Place.....

(Signature and name of the authorised signatory of the Bidder)

Notes:

1. *Use separate form for each Key Personnel.*
2. *Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.*
3. *In the case of Team Leader, only those Eligible Assignments shall be included where he/she worked as the team leader in the assignment.*

APPENDIX-II
FINANCIAL PROPOSAL

Form-1
Covering Letter

To,
The Joint Secretary
Department of Higher & Technical Education,
3rd Floor, Yojana Bhawan,
Nepal House, Doranda
Ranchi, Jharkhand - 834002

Sub: Request for Proposal for Appointment of Consultancy Firm for Setting up of Program Management Unit for various government schemes to support the Department of Higher and Technical Education, Government of Jharkhand.

Dear Sir,

I/We, (Bidder's name) herewith enclose the Financial Proposal for subject project.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP

APPENDIX-II
FINANCIAL PROPOSAL

(See Clause 2.19)

Form-2

Financial Proposal

S N	Key Personnel	No of Position	Unit Rate / Month (in Rs)	Number of Months	Total Cost – in Rs (number)	Total Cost – in Rs (words)
A	B	C	D	D	E=C X D X E	F=C X D X E
1	Team Leader	1		36		
2	Financial Expert	1		36		
3	Project Coordinator	4		36		
4	Monitoring and Evaluation Expert	1		36		
5	Sectoral Expert- Higher & Technical Education	1		36		
	TOTAL	8				

Note:

1. *The quoted fee shall be exclusive of GST and the same shall be payable at actual by the Authority.*
2. *All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any*