



GOVERNMENT OF INDIA

**MINISTRY OF
MINES**

MINISTRY OF MINES

GOVERNMENT OF INDIA

**REQUEST FOR PROPOSAL (RFP) FOR ESTABLISHMENT OF
PROGRAMME MANAGEMENT UNIT (PMU)**

FOR

IMPROVING THE EFFICIENCY AND EFFECTIVENESS OF

**DISTRICT MINERAL FOUNDATION (DMF) / PRADHAN
MANTRI KHANIJ KSHETRA KALYAN YOJANA (PMKKKY)**

[DATE: 09th April, 2025]

Disclaimer

1. This RFP document is neither an agreement nor an offer by Ministry of Mines, Government of India to the prospective applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. Ministry of Mines does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for Ministry of Mines to consider needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by Ministry of Mines in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. Each prospective applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. Ministry of Mines will not have any liability to any prospective applicant/ firm/ or any other person under any laws (including without limitation the law of contract), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of Ministry of Mines or their employees, any PMU or otherwise arising in any way from the selection process for the assignment. Ministry of Mines will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements contained in this RFP.
4. Ministry of Mines will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Ministry of Mines is bound to select an applicant or to appoint the selected applicant for the services and Ministry of Mines

reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. Ministry of Mines also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. Ministry of Mines accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. Ministry of Mines reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the GeM Portal.

Government of India

Ministry of Mines

Room No.[315], [D] Wing,
Shastri Bhawan, New Delhi 110001

RFP No.....

Invitation and Notice for Request for Proposal (RFP)

Date: [09th April, 2025]

Notice: Request for Proposal (RFP) for establishing Program Management Unit for improving the efficiency and effectiveness of District Mineral Foundation (DMF) / Pradhan Mantri Khanij Kshetra Kalyan Yojana (PMKKKY)

Ministry of Mines, Government of India is taking many initiatives to improve the efficiency and effectiveness of District Mineral Foundation (DMF) / Pradhan Mantri Khanij Kshetra Kalyan Yojana (PMKKKY). Ministry of Mines plans to take services of a Consulting firm to set up a Program Management Unit to facilitate the development/ welfare of mining areas/ affected people, effective coordination with State Government / DMF Districts for smooth implementation of PMKKKY as per laid down objective in PMKKKY guidelines. Selection will be on Quality-cum-Cost based selection (QCBS).

Bids are invited from eligible consulting firms (herein referred to as bidders) to support Ministry of Mines to set up a Program Management Unit for supporting “Improving the efficiency and effectiveness of District Mineral Foundation (DMF) / Pradhan Mantri Khanij Kshetra Kalyan Yojana (PMKKKY)”. Selected bidders will provide services in accordance with the Terms of Reference of this RFP (Request for Proposal).

RFP document will be uploaded on the website www.mines.gov.in and <https://gem.gov.in>. Important Information & tentative dates are given in the RFP. Interested Bidders are requested to submit their response to the RFP on or before Bid Due Date and time.

The Bids must be submitted on an electronic platform through GeM portal and no physical proposals should be accepted or considered.

1. Introduction

1.1 Ministry of Mines intends to invite bid from the eligible bidders to work as Program Management Unit for Improving the efficiency and effectiveness of District Mineral Foundation (DMF) / Pradhan Mantri Khanij Kshetra Kalyan Yojana (PMKKKY) as per the terms and conditions of this RFP. The Bidder should be a Partnership Firm/ LLP / a Society / a Company registered or incorporated under the relevant law and having operations in India.

2. Schedule of Selection Process

The Ministry would endeavor to adhere to the following schedule:

SN	Activity	Details –Date/Time
1.	Name of the assignment	To set up a Program Management Unit to support on “Improving the efficiency and effectiveness of District Mineral Foundation (DMF) / Pradhan Mantri Khanij Kshetra Kalyan Yojana (PMKKKY)”
2.	RFP Issue Date	09.04.2025 (Wednesday)
3.	Last Date of submission of Queries	15.04.2025 (Tuesday) Queries on RFP to be submitted on E-mail The submissions must be addressed to: Deputy Secretary, Room No. 315-D, D-Wing Ministry of Mines, Government of India, Shastri Bhavan, New Delhi-110001

		Email: maneesh.mkr@gov.in
4.	Pre-Bid Conference	23.04.2025 (Wednesday)
5.	Release of response to queries	28.04.2025 (Monday)
6.	Last date & time for submission of Bid (Bid Due Date) (BDD)	02.05.2025 (Friday)
7	Date & time for opening of Technical Bid	05.05.2025 (Monday)
8.	Date & time for Presentation of Technical Bid	13.05.2025 (Tuesday)
9.	Date & Time of opening of Financial proposal	20.05.2025 (Tuesday)
10.	Bid Processing Fee (Non Refundable)	NIL
11.	Bid Security (Refundable)	INR 5,00,000/- (INR Five lakh only) in form of Demand Draft/Bank Guarantee in favour of "PAO, Ministry of Mines" payable at New Delhi except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP). In case of successful bidder, the Bid Security shall be returned only after receipt of the Performance Bank Guarantee.
12.	Performance Bank Guarantee	5% of the total contract value after the award of contract. Performance Bank

	Guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the successful bidder including warranty obligations.
--	--

3. Instructions to Bidders

3.1 The Ministry has decided to undertake the process for selection of a PMU, which will depute a team in accordance with the Terms of this RFP. The bidder, selected in accordance with the provisions of the RFP, shall assist the Ministry by deploying dedicated professionals in order to provide assistance and coordinate various implementation aspects of the project. The project would be implemented in accordance with the terms and conditions stated in the consultancy agreement to be entered into between the Ministry and the PMU (the "Consultancy Agreement").

3.2 **Requests for Bid:** The Ministry invites proposals from interested consultancy firms (the "Bids"), with knowledge and skills to appropriately advise the Ministry for the project (collectively the "Consultancy"). The Ministry intends to select the PMU through an open competitive bidding in accordance with the procedure set out herein.

3.3 **Due diligence by Bidders:** Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Bid by attending a Pre-Bid Conference on the date and time specified.

3.4 **Amendments to RFP:** At any time prior to the deadline for submission of Bid, the Ministry may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Bidders. All such amendments, if any will be notified on website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Ministry may, in its sole discretion, extend the Bid Due Date (the "BDD").

3.5 **Availability of RFP Document:** The RFP document fee is Nil. The soft copy may be downloaded from the department website [www.mines.gov.in] or through GeM portal [<https://gem.gov.in>].

3.6 **Validity of the Bid:** The Bid shall be valid for a period of not less than 90 days from

the BDD.

3.7 Right to seek clarifications: To facilitate evaluation of Bids, the Ministry may, at its sole discretion, seek clarification from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Ministry for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Ministry may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Ministry.

3.8 Payment: All payments to the PMU shall be made in Indian Rupee (INR) in accordance with the provisions of this RFP.

3.9 Eligibility: Bidders must read carefully the minimum conditions of eligibility provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

3.10 Evaluation of proposals: Bidders are advised that the selection of PMU shall be on the basis of an evaluation by the Ministry through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Ministry's decisions are without any right of appeal whatsoever.

3.11 Submission of proposal: The Bidder shall submit its Bid in the form and manner specified in the RFP. The Technical Bid and the Financial Bid shall be submitted in the manner specified in the RFP. Upon selection, the bidder shall be required to enter into an agreement with the Ministry as specified in this RFP.

3.12 Single proposal only: No Bidder shall submit more than one Application for the Consultancy. A Bidder shall not be entitled to submit another application.

3.13 Cost of making proposal: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Selection Process including visits to the Ministry, site etc. The Ministry will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.14 Acknowledgement of an informed proposal: Bidders are encouraged to submit their respective Bids after ascertaining for themselves the availability of documents and other data with the Ministry, Applicable Laws and regulations or any other matter considered relevant by them. It shall be deemed that by submitting the Bid, the bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Ministry;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Ministry or relating to any of the matters;
- (d) satisfied itself about all matters, things and information, including matters, necessary and required for submitting an informed proposal and performance of all of its obligations there under;
- (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.

3.15 The Ministry 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 Ministry.

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

3.17 Further, the Ministry also reserves the right to reject any Bid 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 Ministry, the supplemental information sought by the Ministry for evaluation of the Bid.

3.18 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the highest ranking Bidder gets disqualified/ rejected, then the Ministry reserves the right to consider the next two best Bidders, or take any other measure as may be deemed fit in the sole discretion of the Ministry, including annulment of the Selection Process.

4. Scope of Work

The PMU should be a reputed pan India organization with extensive experience in design, development, management, implementation, monitoring and evaluation of large projects/

programmes/ schemes of government/ multilateral agencies/ international organizations.

4.1 General Programme Management of DMF/PMKKKY:

- i. Provide day-to-day programme management support to the Ministry for implementation of DMF/PMKKKY
- ii. Assist in complying with various requirements set forth in DMF/PMKKKY rules/ guidelines
- iii. Co-ordinate with various Ministries in the Government of India, State Governments, District Administrations/DMFs
- iv. Work closely with the State teams to ensure smooth implementation of DMF/PMKKKY
- v. Coordinating with State Government/ Regional Coordinator in order to collect, collate, analyse and maintain DMF/ PMKKKY data as per requirement. This will be done till the DMF portal starts delivering correct data through online mode on regular basis.
- vi. Prepare monthly, quarterly & annual reports, and requisite briefs, presentations and other documents and submit to the Ministry.
- vii. Provide data and ensure regular updation of DMF data on the Ministry of Mines website, DISHA portal of MoRD, NITI AAYOG, Standing Committee for Coal, mines and Steel. Monitoring, collation and coordination of data for various schemes of Central Government like Pradhan Mantri Garib Kalyan Yojna with respect to DMF/PMKKKY. Providing data for the PRAYAS portal.
- viii. Support institutional structure at State and District level e.g. State Level Monitoring Committee (SLMC) for achieving objectives of DMF/PMKKKY
- ix. Undertake field visits, as needed
- x. Arrange/ organize workshop at National/Regional/ District level.
- xi. Associate in organising conclaves/meetings/ workshops/ events by Ministry of Mines
- xii. Provide inputs/ Data for the Parliament Session, Parliament Standing Committee or any of Committee of the Government of India. Also, assist in prepare letters/ communications required by the Ministry.
- xiii. Providing assistance in conducting regular review meetings and take required action for closure of issues raised by other Ministries/Departments and States.

Accordingly, assist in issuance of required communication from Ministry to the States. Also, prepare presentations for the concerned officials. Generate MIS reports at a central level for authorized officials as and when required

- xiv. Coordinate and integrate with all the State/ District PMU.
- xv. Review effective utilization of DMF/PMKKKY funds by States, Districts/DMFs and point out shortcomings and suggest interventions required by the Ministry.
- xvi. Prepare list of non-performing Districts/ non-informing Districts on monthly basis and send monthly alert emails to the District and States for the same.

4.2 Preparation of detailed guidelines/ manuals/ SOPs for DMF/PMKKKY:

4.2.1 Assist in developing rolling out new rules/ manuals/ guidelines/ advisories/ SOPs on various aspects of DMF/PMKKKY such as

- a) Participatory planning
- b) Identification of directly and indirectly affected areas
- c) Identification of mining affected families
- d) Standardization of institutional structure at State/District level

4.2.2 Prepare policy briefs to recommend reforms in existing rules/ policy/ statute

4.2.3 Identify and highlight scalable best practices and innovations, create case studies out of them to disseminate for replication.

4.2.4 Suggest measures to improve functioning of DMF.

4.3 Training and Capacity Building of stakeholders around DMF/PMKKKY:

- a) Assess the capacity building needs at Centre (including other Ministries) /State/District/DMF level for implementation of DMF/PMKKKY
- b) Continual training and capacity building support to States/DMFs inclusive preparation of requisite course/training content/materials, pedagogic methods, post training reference materials, feedback forms, etc.
- c) Assist with training and capacity building workshops around guidelines revisions/amendments at center/State/DMFs
- d) Organize need based trainings/workshops for master trainer's/end users on usage of DMF/PMKKKY web portal

4.4 Monitoring & Evaluation of DMF/PMKKKY:

- a. Work closely with State Governments/ District Administrations/ DMFs to support uploading/ capturing of data in the DMF/PMKKKY portal.
- b. Assist in preparing press releases, short films, newsletters, annual reports, coffee table books, etc. for Information, Education and Communication (IEC) wide media coverage,
- c. Develop IEC calendar and plan around DMF for wider dissemination of notable works, support in effective IEC through Ministry's Social Media Handles.
- d. Capture unintended consequences/negative externalities of interventions.
- e. Monitoring utilization of DMF Funds in Directly affected area (up to 15 km) & Indirectly affected area (up to 25 km) as per revised PMKKKY guidelines, 2024.
- f. Monitoring and identification of gaps in utilization of funds in High Priority Sector and Other Priority Sector
- g. Monitoring of DMF fund utilization in respect of Aspirational Districts/ Blocks.
- h. Monitor/ Facilitate the creation and meeting of State Level Monitoring Committee (SLMC) for DMF.

4.5 IT related works

- a) Continual monitoring of the DMF/PMKKKY portal, capture user issues/inputs and system improvement/enhancement opportunities and assess incorporation of requisite amendments to enhance user experience and functioning of the portal.
- b) Effective coordination with vendor on Portal functioning, maintenance, and incorporate changes in the DMF/PMKKKY portal as required by Ministry of Mines.
- c) Develop dynamic reports based on the data entered in the DMF/PMKKKY portal as and when required.
- d) Resolve queries related to the portal raised by the States and Districts with the help of implementation agency.
- e) Facilitate automation of updation of other websites based on data entered on the DMF/PMKKKY portal.
- f) Assist BISAG/ DMF Portal implementing agency to maintain and upgrade the National DMF Portal.

4.6 Analytics and Insights

- a) Identify gaps in policy, implementation, capacity, monitoring, communication and develop strategies to address these
- b) Generate/ prepare Data Analysis as required by the Ministry based on various parameters for reviewing the implementation of DMF/PMKKKY by States/ Districts/ DMFs-wise.
- c) Provide insights on various issues/ challenges to facilitate evidence-based decision making
- d) Study state-wise DMF Rules and document deviations with respect to DMF/PMKKKY Rules, if any
- e) Assess coverage and saturation of DMF projects in terms of geographies.
- f) Identify key bottlenecks/issues and challenges in the implementation of DMF/PMKKKY
- g) Assess actual convergence with development schemes/programmes of Central/State Governments, international multilateral/bilateral aids
- h) Study comprehensive works done for mining affected population in DMF Districts through Resettlement & Rehabilitation, CSR and DMF funds.
- i) Conduct impact assessment study in selected States/ Districts on certain indicators (with the help of the existing data available with States) as and when desired by the Ministry.

4.7 Monitoring of Grievance Redressal

- a) Sending of Complaints received in the Ministry related to DMF and monitor the compliance of these complaints across 3 level of compliance mechanism introduced in the PMKKKY Guidelines, 2024.
- b) Monitoring of complete grievance redressal chain from DMF/ District level to Central level.

4.8 Monitoring of Compliance Mechanism

- 4.8.1 Monitoring of the endowment fund status and compliance mechanism, in the DMFs, as per the new PMKKKY Guidelines, 2024, which includes:

(1.) In case, a DMF –

- a) Fails to maintain an endowment fund as mentioned in section 2(c)
- b) Transfer of fund in violation of section 6
- c) Fails to comply with any of the clauses in section 8
- d) Fails to get the accounts audited as mandated in section 9(b)
- e) Fails to prepare and publish annual report as mandated in section 10
- f) Fails to follow directions of State Governments or Central Government in Section 12.

4.8.2 Monitoring of Five (5) year prospective plan by DMFs. Point out gaps, if any in there plans.

4.9 Monitoring of Audit and Annual report:

- a) Monitor the Audit of DMFs and inform the C&AG Office & State/ District authority.
- b) Facilitate/ support C&AG in Audit training in consultation with the States/ District as and when required.
- c) Monitoring of legacy Audit pending from the inception of DMFs at the District level, so that these are completed in time bound manner.
- d) Monitor the Audit and Annual report status and its Upload on National DMF Portal.
- e) Prepare plan and assist in 3rd party Audit/ Social Audit of DMFs in consultation with State Government /DMFs.

4.10 Any other works related to DMF/PMKKKY assigned by the Ministry.

5. Consultancy team — Program Management Team

5.1 The PMU shall form a team for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. The Personnel whose experience and responsibilities are mentioned herein would be considered for evaluation of the Technical Bid.

5.2 The PMU shall maintain the time sheet/ attendance sheet of the working of all Personnel in the office.

5.3 PMU will constitute of following Personnel:

A Central Team consisting of **3** personnel (Team Leader, Monitoring and Evaluation Expert, Communication Expert) will be deputed at Ministry of Mines & **1** personnel (Application Support Expert) will be deputed at BISAG office at Gandhinagar or Delhi as per the requirement and, **13** personnel (Regional Coordinators) shall be on deputation in each of the Thirteen states – Odisha, Jharkhand, Chhattisgarh, Madhya Pradesh, Rajasthan, Telangana, Andhra Pradesh, (Maharashtra & Goa), Gujarat, Karnataka, (Tamil Nadu & Kerala), (Uttar Pradesh, Haryana & Uttarakhand, Punjab, Himachal, Jammu & Kashmir, Ladakh), (Bihar, West Bengal & NE states). The Regional Coordinators will be attached to the offices of State DMG.

A. Deputation of Core Team at Ministry of Mines

SN	Position	No. of Personnel	Qualifications & Experience	Deployment
1.	Team Leader	One	1. Min. educational qualification – Master’s Degree (or equivalent) in Management / Development Studies or related field(s) from a reputed and recognized University/Institution 2. Min. work experience-10years 3. Experience in Central Government / State Government PMUs (or equivalent)/ Large corporates / multi-lateral agencies/ international organizations	100%
2.	Monitoring and Evaluation Expert	One	1. Min. educational qualification– Master’s Degree (or equivalent) in Economics, Statistics or related field(s) from a reputed and recognized University/	100%

			<p>Institution</p> <p>2. Min. work experience–6 years</p> <p>3. Experience in monitoring and evaluation of projects in Government/ Development Sector</p> <p>4. Preferable: Diploma in Project Management</p>	
3.	Communication Expert	One	<p>1. Min. educational qualification– Master’s Degree (or equivalent) in Management (Marketing), Mass Communication/ Journalism/ Public Relations or related field(s) from a reputed and recognized University/Institution</p> <p>2. Min. work experience–6 years</p> <p>3. Experience in implementing large scale IEC programmes for Central Government / State Government multi-lateral agencies/ international organizations</p>	100%
4.	Application Support Expert	One	<p>1. Min. educational qualification - B.E/ B.Tech degree (or equivalent) in IT/Computer Science or related field(s) from a recognized University/Institution</p> <p>2. Min. work experience–3 years in related filed along with Languages & Spring Framework</p>	100%

			<p>including Spring Boot, Spring MVC, Backend development, proficient in java, web technologies and Database Management from Central Government / State Government PMUs (or equivalent)/ Large corporates / multi-lateral agencies/ international organizations.</p> <p>3. Experience of building RESTFUL, APIs, integrating third-party services, and creating responsive web applications using HTML, CSS and JavaScript, React JS, spring Boot framework, PostgreSQL and NoSQL databases.</p>	
--	--	--	--	--

B. Deputation of Regional Coordinators at State Units

5.	Regional Coordinator	<u>Thirteen</u>	<p>1. Min. educational qualification – Master's Degree (or equivalent) in Management, Development Studies/ Social or related field(s) from a reputed and recognized University/Institution</p> <p>2. Min. work experience-3 years</p> <p>3. Experience in Central Government / State Government/ District Administration PMUs</p>	100%
----	----------------------	-----------------	---	------

			(or equivalent)/ multi-lateral agencies/ international organizations/ national level NGOs	
--	--	--	--	--

6. Time and payment Schedule

6.1 The total duration for the Consultancy shall initially be for a period of three years, which can be extended for another period of 2 years with the mutual consent of both the parties.

6.2 The continuation of the consultancy is subject to the review at the end of the first year. Only after the satisfactory outcome of the review, the project will be carried forward for the next year.

6.3 The payment schedule will be as follow:

Sr. No.	Resources	Unit Man –Month Rates (INR, excluding taxes)		
		Year 1	Year 2	Year 3
1.	Team Leader	R1	5% increment over Year 1 Man-Month Rates	5% increment over Year 2 Man-Month Rates
2.	Monitoring and Evaluation Expert	R2		
3.	Communication Expert	R3		
4.	Application Support Expert	R4		
5.	Regional Coordinators/Analyst	R5		
Total Man-Month Cost (Year Wise)		X1 = SUM (R1:R4) + 13*(R5)	X2	X3
Total Cost for Three Years (X)		X = X1 + X2 + X3		

Ministry of Mines, if required, may requisition additional resource(s) over and above those mentioned in this RFP. In such cases, the Agency will be paid Man-Month Rates for the

additional resource(s) deployed, at the discovered rate not more than what is mentioned in the above table X for the particular type of resource(s).

#For Financial Evaluation, the Total Cost of Financial Proposal (X) will be taken into consideration. This will cover costs/expenses of the Applicant for undertaking work as detailed in the Scope of Work. This Financial Proposal covers manpower rates for all the personnel. The Total Cost of Financial Proposal is inclusive of all expenses and taxes, excluding GST. For avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the Total Cost shown under Financial Proposal. The Agency shall be paid only GST over and above the cost quoted in the Financial Proposal, by the Client. All payments shall be subjected to deduction of tax at source as per applicable laws.

*Goods and Services Tax (and other applicable taxes and levies) would be payable at the applicable rates as may be in force from time to time.

6.4 **Travel Expenses:** Given the nature of the engagement, it may also become necessary for the team members to travel outside their respective base stations (Delhi NCR and respective State capitals). In such event, the team/resources(s) would be required to travel as per requirements of Ministry of Mines. The amount will be paid as per actual **subject to prior approval before commencement of journey.**

6.4.1 The staff member placed by the agency at Ministry of Mines may be asked to travel to different locations within the city or anywhere in the country for carrying out the work pertaining to Ministry of Mines related activities. Similarly, the Regional Coordinators may be required to travel district office or any other States for coordinating, the activities related to DMF, as and when required.

6.4.2 Payment of field visits:

6.4.2.1 Payment of field visits will be made after submission of Report on return from field.

6.4.2.2 The cost for CPMU team will include economy class air travel or 3rd AC train fare and per-diem stay expenses and will be reimbursed to the PMU as per the entitlement of Group-B (non-Gazetted) Central Government Officers. In all cases of air travel where the Government of India bears the cost of air passage, air tickets will be purchased from the three authorized Travel Agents viz. (i) M/s Balmer Lawrie & Company Limited (BLCL), (ii) M/s Ashok Travels & Tours (ATT), (iii) Indian Railways and Tourism Corporation Ltd. (IRCTC).

6.4.2.3 **The cost for RCs will include 3rd AC train fare/ ordinary bus fare and per-diem stay expenses and will be reimbursed to the Consultant as per the entitlement of Group-C Central Government Officers.**

6.5 Payment to the Programme Management Unit

- i. Advance payment will not be considered.
- ii. The PMU shall be paid for its services on Quarterly basis.
- iii. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every Quarter, for necessary settlement. Payment would be made on quarterly basis subject to satisfactory completion of work. The invoices should be submitted along with complete details of the work undertaken during the Quarter, supporting documents and bills (if required) as well as copies of the work/ material /produced during the quarter, for which the bills are submitted.
- iv. GST shall be paid as applicable.
- v. For facilitating Electronic transfer for funds, the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

- vi. **Currency:** The price is payable in local currency i.e. Indian Rupees (INR).
- vii. **Additional services:** The client may place a request for the PMU to add additional resources (“Additional resources”) to the project, which the PMU will have to provide in less than 30 days. The rates of such Additional resources will be as per the number of years of experience as per schedule 4B.
- viii. **Payment for Additional Services:** For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this Work Order.

6.6. Settlement of disputes

- i. **Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work Order or its interpretation.
- ii. **Disputes Settlement:** Any dispute between the Parties as to matters arising out of and relating to this Work Order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the Work Order or all disputes shall be finally settled by Secretary, Ministry of Mines.
- iii. Any grievance regarding penalty shall be first decided/resolved at JS level and with final decision of Secretary, Ministry of Mines whose decision shall be final.

6.7. Responsibility for accuracy of project documents

- i. **General:** The PMU shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The PMU shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

6.8 Liquidated damages

If the selected PMU fails to complete the Assignment, within the period specified under the Work Order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part for feature of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

7. Deliverables and Reporting

7.1 The PMU will work closely with the Ministry, state governments and District administration/DMFs to deliver on all broad parameters as per the scope of work including the reporting requirements. They will also highlight issues that are/could be critical for effective implementation/ compliance of PMKKKY and that require attention from the Ministry.

7.2 PMU is required to prepare and submit a quarterly report which includes all the broad parameters as per scope of work. The report should be included graphics & Tabular format.

7.2 The Ministry shall provide to the PMU the necessary information required and necessary authorizations for the task entrusted with PMU, and will be responsible for facilitating overall coordination and support during scheme implementation.

8. Completion of Services

All the deliverables shall be compiled, classified and submitted by the PMU Office in soft form, to the extent possible. The documents comprising the deliverables shall remain the property of Ministry and shall not be used by the PMU for any purpose other than that intended under this RFP without the permission of the Ministry. The Consultancy shall be deemed to be completed upon completion of Project Duration, unless extended by the Ministry in accordance with provisions of this RFP.

9. Brief description of the Selection Process

The Ministry of Mines has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising of:

- i) Technical Bid; and
- ii) Financial Bid.

(i) Technical Proposal: - The Technical Proposal completed in all respect along with all the forms shall be ***submitted through GeM***. The applicant will also submit a **hard copy** of the complete proposal along with all the relevant documents in a sealed envelope at the following address given below.

Ministry of Mines,

R.No. [304], [D]-Wing, Shastri Bhawan,

Dr. Rajendra Prasad Road, New Delhi-110001.

(ii) Financial Proposal: - *To be submitted through Gem only.*

10. Conditions of Eligibility: Qualification criteria:

- a. To be eligible for evaluation of its Bid, the Bidder shall fulfill the following:

1.	Registration/ Legal Entity	Applicant/ Bidder should be a registered firm/ company/ partnership in India under the Companies Act 1956/2013 and as amended thereof or a partnership firm registered under the Limited Liability Partnership Act of 2008. Should have been operating for the last ten years as of March 31, 2025.	Copy of Certificate of Incorporation	Format 1 &2

2.	Blacklisting	Applicant/Bidder should not be blacklisted by any Central/State Government/Public Sector Undertaking / Judicial pronouncement in India	Self Declaration	Format 9
3.	Programme Management experience/ Technical Capability of Bidder	Should have experience of successfully running at least 3 Project Management Units (consisting of multiple projects) or equivalent for Central Government/ State Governments including their departments and agencies in the last 5 years of minimum contract value of INR 2.5 Crore (per annum) and minimum duration of 12 month.	Completion Certificate/ Work Orders/ LoA/ Contracts/ Agreements	Format 4
4.	Social Sector Scheme experience	Should have experience of successfully running at least 1 Project Management Unit (PMU) or equivalent for Central Government / State Governments / District Administrations including their departments and agencies for the implementation of Social Sector Scheme in the last 5 years of minimum contract value of INR 1 Crore per annum each and minimum duration of 12 months each	Completion Certificate/ Work Orders/ LoA/ Contracts/ Agreements	Format 4
5.	Turnover	The average annual turnover of the bidder shall not be less than 25 Crore (Twenty Five crore	Certificate from statutory auditor / audited financial	Format 3

		only) for last three years ending March 2024. Further, the bidder should not have incurred any loss during the last three financial year ending 2023-24.	statements for the three previous financial years/ Balance sheet of the company /lead partner	
6.	Head-PMU on the Bidding Entity's payroll	Head PMU- Should be on the payroll of the bidding entity on the date of submission of the tender	On bidding entity's payroll on the date of submission of tender	

b. MSE/Start-ups are not exempted for years of Experience and Turn Over criteria.

11. Preparation and submission of Bid

11.1 The Bid with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English/Hindi language and strictly as per formats provided in this RFP. No supporting document or printed literature shall be submitted with the Bid 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 Bid, the translation in English shall prevail.

11.2 The Bidder shall provide all the information sought under this RFP. The Ministry would evaluate only those Bids that are received in the specified formats and complete in all respects.

11.3 All pages should be numbered in sequential order and properly organized.

11.4 The Bid, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid must be properly signed by the authorized 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) A copy of the Power of Attorney certified by a notary public in the form specified shall accompany the Bid.

11.5 Bidders should note the BDD, for submission of Bids.

11.6 Except as specifically provided in this RFP, no supplementary material will be entertained by the Ministry, and that evaluation will be carried out only on the basis of Documents received by the closing time of BDD. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

12. Technical Bid

12.1 Bidders shall submit the technical proposal. Incomplete proposals will be rejected.

While submitting the Bid, the Bidder shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) All forms are submitted and signed by the prescribed signatories;
- c) Power of attorney, if applicable, is executed as per Applicable Laws;
- d) CVs of all proposed Personnel have been included;
- e) Personnel have been proposed only if they meet the Conditions of Eligibility;
- f) No alternative proposal for any Personnel is being made and only one CV for each position has been furnished;
- g) CVs have been recently signed and dated, by the respective Personnel/ bidder. Photocopy or unsigned/ countersigned CVs shall be rejected;

- 12.2 If an individual Personnel makes a false statement regarding his qualification, experience or other particulars, S/He shall be liable to be debarred for any future assignment of the Ministry 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.
- 12.3 The Technical Bid shall not include any financial information relating to the Financial Bid.
- 12.4 The Ministry reserves the right to verify all statements, information and documents, submitted by the Bidder in response of the RFP. Any such verification or the lack of such verification by the Ministry to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Ministry there under.
- 12.5 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 false information, the Bidder shall be disqualified forthwith if not yet appointed as the PMU 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 Ministry without the Ministry being liable in any manner whatsoever to the Selected Bidder or PMU, as the case may be. In such an event, the Ministry shall forfeit and appropriate Bid Security or Performance Security, as the case may be and if available, as mutually agreed pre-estimated compensation and damages payable to the Ministry for, *inter alia*, time, cost and effort of the Ministry, without prejudice to any other right or remedy that may be available to the Ministry.

13. Financial Bid

- 13.1 Bidders shall submit the financial proposal in the formats provided (the "**Financial Bid**") clearly indicating the **cost of consultancy**, in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized 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 Bid, the lower of the two shall prevail.

13.2 While submitting the Financial Bid, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Bid. These shall normally cover accommodation, printing of documents, etc.
- (ii) The total amount indicated in the Financial Bid 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 Bid, it shall be considered non-responsive and liable to be rejected.
- (iii) The Goods and Services Tax as applicable from time to time shall be payable by the Ministry of Mines/ Central Government on the total fee. Remaining all other taxes shall have to be borne by the PMU. Costs shall be expressed in Indian Rupees (INR).

14. Submission of Bid

14.1 The Bidders shall submit the Bids mentioned in Clause 9. Bid should be submitted by BDD specified.

14.2 Each page of the submission shall have initials by the Authorized Representative of the Bidder as per the terms of this RFP.

14.3 Firms will have to deposit a Bid Security in the offline mode only. The bidder should enclose Bid Security, valid for 3 months from the due date of RFP.

14.3.1 The Bid Security in closed envelope with Bidder name on it must be submitted as prescribed in the tender document.

14.3.2 The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement in accordance with the provisions thereof.

14.3.3 Any Bid not accompanied by the Bid Security shall be rejected by the Ministry as non-responsive. The Ministry shall not be liable to pay any interest on the Bid Security

and the same shall be interest free.

14.4 The Bidders should submit the Bids as per the format specified in this RFP document.

- a) Pre-Qualification and Technical Bid
- b) Financial Bid
- c) The failure to comply shall lead to rejection of bids. All the pages of the proposal must be sequentially numbered and must contain a list of contents with page numbers.
- d) The proposal shall be typed with no corrections. The bid needs to be digitally signed.

14.4.1 Bids submitted by fax, telex, telegram or e-mail shall not be entertained.

14.4.2 The Bid 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.

14.4.3 The Ministry may, in its sole discretion, extend the BDD by issuing an Addendum, uniformly for all Bidders.

14.4.4 Bids received by the Ministry after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected.

14.4.5 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Ministry's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Ministry under the following conditions:

- (a) If a Bidder submits a non-responsive Proposal;
- (b) If a Bidder engages in any of the Prohibited Practices specified in this RFP;
- (c) If a Bidder withdraws its Bid during the period of its validity as specified

in this RFP and as extended by the, Bidder from time to time;

- (d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified, or
- (e) If the Bidder is found to have a Conflict of Interest as specified.

14.4.6 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Ministry's any other right or remedy hereunder or in law or otherwise, the bank guarantee

14.4.7 Bank Guarantee shall be forfeited and appropriated by the Ministry under the following conditions:

- (a) If a Bidder engages in any of the Prohibited Practices specified in this RFP;
- (b) if the Bidder is found to have a Conflict of Interest as specified in this RFP; and
- (c) if the selected Bidder commits a breach of the Agreement.

15. Evaluation of Bids

15.1 The Ministry shall open the Bids, at the place specified and in the presence of the Bidders who choose to attend. "Eligibility cum Technical Bid" shall be evaluated first. Financial proposal of only those bidders will be opened that qualify technical round.

15.2 Bids for which a notice of withdrawal has been submitted by the bidder shall not be opened.

15.3 Prior to evaluation of Bids, the Ministry will determine whether each Bid is responsive to the requirements of the RFP. The Ministry may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- (a) The Technical Bid is received.
- (b) It is received by the BDD including any extension thereof.
- (c) It is accompanied by Bid Security.

- (d) It is signed, bound together in hard cover and marked as stipulated.
- (e) It is accompanied by the Power of Attorney.
- (f) It contains all the information (complete in all respects) as requested in the RFP.
- (g) It does not contain any condition or qualification; and
- (h) It is not non-responsive in terms hereof.

15.4 The Ministry reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Ministry in respect of such Bids.

15.5 The Ministry reserves the right to cancel the RFP if there are less than 3 responsive bids.

15.6 The Ministry shall subsequently examine and evaluate Bids in accordance with the Selection Process specified. After the technical evaluation, the Ministry shall prepare a list of pre-qualified Bidders for opening of their Financial Bids. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bidders along with their Technical Scores will be read out. The opening of Financial Bids shall be done in the presence of respective representatives of Bidders who choose to be present. The Ministry 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 Bids shall be carried out.

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

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

16. Criteria for Evaluation of Technical Bids

16.1 In the first stage, the Evaluation Committee appointed by the Client will carry out the evaluation of Proposals based on the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agency at this stage. Each evaluated proposal will be given a technical score as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Technical proposal evaluation No. Criteria parameters		Marking	Maximum Marks
A. Project Experience (Format 4)			40marks
1.	Experience of running PMU or equivalent for Central Government/ State Governments including their departments and agencies in the last 5 years of minimum contract value of INR 2.5 crores each and minimum duration of 12 months each	0 – 3 PMUs = 0 mark 2 marks for each additional PMU beyond first three, subject to a maximum of 10 marks	10 marks
2.	Experience of running DMF PMU or equivalent for Central Government / State Governments / District Administrations including their departments and agencies for the implementation of PMKKKY Scheme in the last 5 years of minimum contract value of INR 2 crores each and minimum duration of 12 months each	0 – 1 PMU = 0 mark 2 marks for each additional PMU beyond first one, subject to a maximum of 10 marks	10 Marks
3.	Experience in implementing IT related projects including MIS/ Data analytics / solutions for Central Government /	0 – 1 projects = 0 mark 5 marks for each additional project beyond first subject	10 marks

	State Governments including their departments and agencies in the last 5 years of minimum contract value of INR 1 crores each and minimum duration of 12 months each	to a maximum of 10 marks	
4.	Experience of running PMU or equivalent for Central Government / State Governments / District Administrations including their departments and agencies for the implementation of Social Sector Schemes in the last 5 years of minimum contract value of INR 1 crores each and minimum duration of 12 months each	0 – 1 PMU = 0 mark 5 marks for each additional PMU beyond first one, subject to a maximum of 10 marks	10 marks
Work Order/ LOI/ Contracts/ Agreements/ Completion Certificate is required to be submitted for each experience.			
B.	Team Experience (Format 6)		30 marks
1.	Team Leader (one)	<ul style="list-style-type: none"> Min. educational qualification – Master's Degree (or equivalent) in Management / Development Studies or related field(s) from a reputed and recognized University/Institution Min. work experience-10 years Experience in Central Government / State Government PMUs (or equivalent)/ Large corporates / multi-lateral agencies/ international organizations <p>Prior experience of leading/ managing DMFs at district/state level will be</p>	12 marks ►4 marks - for educational qualification ►4 marks - for work experience ►4 marks - for relevance of experience to proposed position

		preferred	
2.	Monitoring and Evaluation Expert (One)	<ul style="list-style-type: none"> • Min. educational qualification– Master’s Degree (or equivalent) in Economics, Statistics or related field(s) from a reputed and recognized University/ Institution • Min. work experience–6 years • Experience in monitoring and evaluation of projects in Government/ Development Sector • Preferable: Diploma in Project Management 	6 marks ▶2 mark - for educational qualification ▶2 mark - for work experience ▶2 mark - for relevance of experience to proposed position
3.	Communication Expert(one)	<ul style="list-style-type: none"> • Min. educational qualification– Master’s Degree (or equivalent) in Management (Marketing), Mass Communication/ Journalism/ Public Relations or related field(s) from a reputed and recognized University/Institution • Min. work experience–6 years • Experience in implementing large scale IEC programmes for Central Government / State Government multi-lateral agencies/ international organizations 	6 marks ▶2 mark - for educational qualification ▶2 mark - for work experience ▶2 mark - for relevance of experience to proposed position

4.	Application Support Expert (One) (Deployed at BISAG Office at Gandhinagar, Gujarat or Delhi as per requirement)	<ul style="list-style-type: none"> • Min. educational qualification -B.E/ B.Tech degree (or equivalent) in IT/Computer Science or related field(s) from a recognized University/Institution • Min. work experience—3 years • Experience of developing/ managing MIS for Central Government / State Government/ Development Sector • Minimum 2 years of relevance experience in Spring framework including Spring Boot, Spring MVC, and backend development. • Web Technologies: Skilled in building RESTful, APis, integrating third-party services, and creating responsive web applications using HTML, CSS and JavaScript, ReactJS frameworks. • Database Management: Expertise in SQL and NoSQL databases. • Code management 	<p>6 marks</p> <p>►2 mark - for educational qualification</p> <p>►2 mark - for work experience</p> <p>2 mark - for relevance of experience to proposed position</p>
----	---	--	---

5.	Regional Coordinators (RCs) (13) (Odisha, Jharkhand, Chhattisgarh, Madhya Pradesh, Rajasthan, Telangana, Andhra Pradesh, (Maharashtra & Goa), Gujarat, Karnataka, (Tamil Nadu & Kerala), (Uttar Pradesh, Haryana, Uttarakhand, Punjab, Himachal, Jammu & Kashmir, Ladakh), (Bihar, West Bengal & NE states)– (One in each State = 13)	<ul style="list-style-type: none"> Min. educational qualification – Master’s Degree (or equivalent) in Management/ Social, Development Studies or related field(s) from a reputed and recognized University/Institution Min. work experience -3 years Experience in Central Government / State Government/ District Administration PMUs (or equivalent)/ multi-lateral agencies/ international organizations/ national level NGOs 	0 marks (Non evaluative)
C.	Approach & Methodology for the project		30 marks
1	Approach and Methodology in business presentation	Presentation will be made by the senior functionaries of the applicant firm along with team leader or one of the team members who will be deployed in the PMU	30 marks
Total			100 marks

16.2 The bidders also have to qualify minimum of individual cut off marks in each technical parameter as below:

Sl. No.	Parameter Name	Max Marks	Individual cut off Marks
A	Project Experience (Format 4)	40	24
B	Team Experience (Format 6)	30	18
C	Approach & Methodology for the project	30	18
	TOTAL	100	60

The entire team (except for the Application Support Expert and Regional Coordinators) shall be stationed at Ministry of Mines office in Shastri Bhavan as per deployment plan. The Regional Coordinators shall be deployed at the respective states in DMG Offices, as decided by Ministry of Mines. The Application Support Expert shall be deployed at the BISAG office at Gandhinagar or Delhi as per the requirement.

16.3 Of the Bidders ranked as aforesaid, all the Bidder(s) whose Technical Score is more than 60 shall be short-listed for financial evaluation. The Ministry reserves the right to move to the evaluation of financial bid even if only one Bidder is short-listed for financial evaluation.

16.4 The technical score would be calculated for each Applicant by evaluation committee and all the Applicants who get at least 60 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation.

16.5 The final selection of the PMU would be based on QCBS (Quality-Cum Cost Based Methodology). The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be based on weighted score where the weights for technical scores and financial scores would be in the ratio of 60:40. The Applicant with the highest weighted score would be awarded the contract.

- 16.6 The Agency with lowest qualifying Financial Quote (L1) will be awarded normalized score of 100 (amongst the participating Agency which did not get disqualified on the basis of technical score i.e. at 60%). Financial Scores for other than L1 participating Agency will be evaluated using the following formula: Financial Score of an Agency (Fn) = {(Financial Quote of L1/ Financial Quote of the Agency) X 100}(Adjusted to two decimal places).

17. Evaluation of Financial Bid

17.1 Final Score

The technical and financial scores secured by each Agency will be added using weightage of 60% and 40% respectively to compute the Final Score.

The Final Score will be calculated (to two decimal points) as follows:

$$B_n = 0.60 * T_n + 0.40 * F_n$$

Where B_n = Composite score of Agency

T_n = Technical score of the Agency (out of maximum of 100 marks)

F_n = Normalized financial score of the Agency

The Agency securing the highest Composite Score will be adjudicated as the selected agency for award of the Project. In the event the composite bid scores are “**tied**”, the agency securing the higher technical score will be adjudicated as the selected Agency for award of the Project.

Example1: Illustration of calculation based on dummy data.

Score	Weights Assigned	Agency(X)	Agency(Y)
Technical	0.60	90	80
Financial	0.40	80	70
Composite Score		86	76

Project awarded to Agency (X) based on highest composite score.

18. Confidentiality

- 18.1 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 Ministry in relation to matters arising out of or concerning the Selection Process. The Ministry shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Ministry 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 Ministry or as may be required by law or in connection with any legal process.
- 18.2 The PMU or its Personnel shall not, either during the term or within five 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 Ministry to the PMU and its Personnel; any information provided by or relating to the Ministry of Mines, its technology, technical processes, business affairs or finances or any information relating to the Ministry of Mines's employees, officers or other professionals or suppliers, customers, or contractors of the Ministry of Mines; and any other information which the PMU is under an obligation to keep confidential in relation to the Project ("Confidential Information"), without the prior written consent of the Ministry.

19. Appointment of PMU

- 19.1 The Ministry will not normally consider any request of the Selected Bidder for substitution of any Personnel as the ranking of the Bidder is based on the evaluation of the Personnel, and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided/ substituted to the satisfaction of the Ministry.

- 19.2 If need arises, a selected manpower may be replaced. However, the replacement should have the same educational & experience pre-requisite as laid down for particular position in this RFP.
- 19.3 The Ministry expects the Personnel to be available during implementation of the Agreement. The Ministry will not consider substitution of Personnel except for reasons for any incapacity or due to health or upon promotion of the personnel in its organization or resignation of the personal from its organization. Such substitution shall be limited to equally or better qualified and experienced personnel being provided to the satisfaction of the Ministry.
- 19.4 The Ministry, at any point in time during the period of Consultancy, and at its sole discretion may direct the PMU to substitute any Personnel without any monetary ramification or any other form of obligation on the Ministry.
- 19.5 The Ministry, at any point in time during the period of Consultancy, and at its sole discretion may direct the PMU to demobilize a Personnel without any monetary ramification or any other form of obligation on the Ministry.
- 19.6 The Personnel of the PMU shall be entitled to sick leave or vacation leave as per the policies of their firm/company/entity and extant laws. Any taking of leave by any Personnel for a period exceeding 2 days shall be subject to the prior approval of the Ministry of Mines, and the Personnel shall ensure that any absence on leave will not delay the progress and quality of the services.

20. Working Hours and Holidays for Agency's Personnel

The Agency shall:

- a. ensure that the personnel engaged by them observe the official timings, practices, etiquettes, norms etc. as is required from the officials of the Ministry of Mines or as communicated to them by the Nodal Officer (s) of the Ministry of Mines so authorized. Ministry of Mines may enroll the personnel of Agency deployed, in the biometric attendance system or have a physical record of attendance as applicable to its personnel.

- b. ensure that the personnel engaged by them to observe holidays as are applicable to the officials, employees, PMUs of the Ministry of Mines. In case of Holidays, the norms applicable to the Ministry of Mines shall be applicable to the Personnel of the Agency. However, in case of exigencies, Ministry of Mines may require the Agency to depute such Personnel to work on holidays and late hours without any additional payments in this regard. If the personnel are out of station on tour or otherwise, the Nodal Officer of Ministry of Mines shall be kept informed by the Agency in this regard.

21. Indemnity

- a. The PMU shall, subject to the provisions of the agreement, indemnify the Ministry, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services.

22. Award of Consultancy

22.1 After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the Ministry 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 Ministry may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Ministry on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be considered.

22.2 After acknowledgment of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

22.3 The PMU shall commence work at the offices provided for them by the Ministry "the Project Office" within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the PMU fails to either sign the Agreement as specified or commence the assignment as specified herein, the Ministry may invite the next two

highest ranked Bidders for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated.

22.4 All documents and other information provided by the Ministry before or during the project or submitted by a Bidder to the Ministry shall remain or become the property of the Ministry. Bidders and the PMU, as the case may be, are to treat all information as strictly confidential.

22.5 The Ministry will not return any proposal, or any information related there to. All information collected, analyzed, processed or in whatever manner provided by the PMU to the Ministry in relation to the Consultancy shall be the property of the Ministry and shall be treated as strictly confidential.

23. Conflict of Interest

23.1 PMUs 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.

23.2 Prohibition of Conflicting Activities: Neither the Consulting Agency/PMU nor their Sub-PMUs nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and
- b. after the termination of this Contact, within five 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 Ministry to the PMU and its Personnel; any information provided by or relating to the Ministry of Mines, its technology, technical processes, business affairs or finances or any information relating to the Ministry of Mines's employees, officers or other professionals or suppliers, customers, or contractors of the Ministry of Mines; and any other information which the PMU is under an obligation to keep

confidential in relation to the Project ("Confidential Information"), without the prior written consent of the Ministry.

23.3 The Ministry requires that the PMU provides professional, objective, and impartial advice and at all times hold the Ministry's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The PMU shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Ministry.

23.4 If another team of the PMU firm is supporting a lessee, in some other assignment, facilitation/ monitoring support provided to the lessee as part of this project will not be considered as conflict of interest as this project is also facilitative in nature with the objective of expediting mineral block operationalization.

23.5 A Bidder shall not have a conflict of interest that may affect the selection process or the Consultancy. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Ministry shall forfeit and appropriate the Bid Security or Performance Security, as the case may be and if available, as mutually agreed genuine compensation and damages payable to the Ministry for, *inter-alia*, the time, cost and effort of the Ministry including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Ministry hereunder or otherwise.

24. Fraud and Corrupt Practices

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, Ministry shall reject a Bid 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.

Without prejudice to the rights of Ministry and the rights and remedies which Ministry may have under the LOA, if a Bidder, as the case may be, is found by Ministry 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, such Bidder shall not be eligible to participate in any tender or RFP issued by Ministry during a period of 3 (three) years from the date such Bidder, as the case may be, is found by Ministry 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. 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 Ministry who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Ministry, 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, as the case may be, any person in respect of any matter relating to the project or the LOA, who at any time has been or is a legal, financial or technical adviser of Ministry 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 Ministry 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.

25. Miscellaneous

25.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

25.2 The Ministry, 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 Ministry 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.

25.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Ministry, 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.

25.4 All documents and other information supplied by the Ministry or submitted by a Bidder shall remain or become, as the case may be, the property of the Ministry. The Ministry will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

25.5 The Ministry reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

26. Proposal Formats:

The Ministry of Mines invites the Proposals from Firms /Agencies for “IMPROVING THE EFFICIENCY AND EFFECTIVENESS OF DISTRICT MINERAL FOUNDATION (DMF) / PRADHAN MANTRI KHANIJ KSHETRA KALYAN YOJANA (PMKKKY)”.

Bidders are required to submit Proposals in the formats as given under:

Format 1 - Covering Letter

[Bidders are required to submit the covering letter as given here on their letterhead]

To,

Sub: Proposal for Selection of Agency for “Improving the efficiency and effectiveness of district mineral foundation (DMF) / pradhan mantri kshetraj kshetra kalyan yojana (PMKKKY)”.

Dear Sir/Ma’am,

- a. We, the undersigned, having carefully examined the referred Request for Proposal, offer to provide the required services, in full conformity with the said Request for Proposal.
- b. We have read all the provisions of Request for Proposal and confirm that these are acceptable to us.
- c. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- d. We agree to abide by this Proposal, consisting of this letter our Technical and Commercial Proposals, the duly notarized written power of attorney and all attachments for a period of 180 days from the date fixed for submission of Proposals or as per the provision of GeM as stipulated in the Request for Proposal and modifications resulting from Work Order negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- e. Until the formal final Work Order is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding Work Order between us.

- f. We declare that we do not have any interest in downstream business, which may ensue from the Request for Proposal, prepare through this assignment.
- g. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- h. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
- i. Banker's Cheque/Demand Draft No.
dated

.....drawn onfor INR.....is enclosed towards
EMD.

Yours faithfully,

Name:.....

Date:.....

Signature (with stamp)

Format 2 - Organization and Financial information of the bidder (on official letter**head)**

Details of the Organization	
Name	
Date of Incorporation /Establishment	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact Details (name, address, phone no., and email)	

Format 3 – Average Annual Turnover of Applicant

S.No.	Financial years	Turnover from Indian operations (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	

Format 4: Format for highlighting relevant experience

Please give details of each project on a separate sheet.

Assignment Name:	Approx. value of the Contract:
Country:	Duration of assignment (months):
Location within the Country:	
Name of Client:	Start date (month/year):
	End date (month/year):
Description of the project and services provided:	

*Kindly provide supporting documents such as contract/Work Order copy etc.

*Please note that the experience will not be counted if the relevant supporting document is not attached.

*Please provide experience of the registered company/partnership firm who is applying only (do not share experience of sister companies/subsidiaries).

*Please attach a clear scan copy of the supporting document

Format 5: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office]do hereby constitute, nominate, appoint and authorize Mr / Ms. [name], son/ daughter/ wife of[name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representative), with power to sub-delegate, in writing, to any person, 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 and selection as Programme Management Unit(PMU) for [name of assignment], to be developed by (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 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 until accepting the Work Order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things law fully done or caused to be done by our said Authorized 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 authorized representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF

[month]

[year in yyyy format].

For [name and registered address of organization]

[Signature][Name][Designation]

Witnesses:

1. [Signature, name and address of Witness]

2. [Signature, name and address of Witness]

Notes:

1. 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 seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as are solution/power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Format 6 –: Format for CV of the professional staff proposed

(Please attach separate sheets for each resource)

1.	Proposed Position:		
2.	Name:		
3.	Date of Birth:		
4.	Educational Qualification:		
	Name of Institution	Degree(s) or Diploma(s) obtained	Year
5.	Languages Known:		
6.	Countries of Work Experience:		
7.	Employment Record:		
	From	To	Company
8.	Work Undertaken that Best Illustrates Capability to Handle the Task: Assignment: Year: Location: Client: Employer: Position Held: Main features/Acti vities performed:		

Format 7: Format for Bid Security Declaration

<Original signed copy on company letter head>

Bid Securing Declaration

Date: _____

Tender No. _____

Deputy Secretary,
Room No. 315-D, D-Wing
Ministry of Mines,
Government of India,
Shastri Bhavan,
New Delhi-110001
Email: maneesh.mkr@gov.in,

Subject: Submission of the bid for selection of Programme Management Unit (PMU) for [name of assignment]

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you and Contracting Department for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) forty five days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on __ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Format 8: Technical Proposal Submission Form

[Location,
Date]

Deputy Secretary,
Room No. 315-D, D-Wing
Ministry of Mines,
Government of India,
Shastri Bhavan,
New Delhi-110001

Email:

maneesh.mkr@gov.in

RFP dated[date]for selection for [name of assignment]

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you/Client are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Programme Management Unit (PMU), and we certify that all information provided in the proposal and in the supporting documents 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 of appointment as the PMU for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 2 (two) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued at any stage by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;

- c. We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that 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. 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 PMU, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates 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 project or which relates to a grave offence that outrages the moral sense of the community.
9. 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 affiliates. We further certify that neither we nor any of our consortium members or our affiliates have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our directors/managers/employees.

11. 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 Client in connection with the selection of PMU or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Format 9: Self-certification of Minimum Eligibility and of not being blacklisted

[Location, Date]

Here gives a certificate that the applicant is a registered firm/ company/ partnership* and is not being currently blacklisted**by any Central/State/Public Sector Undertaking in India.

If at any time it is found that the applicant did not have the capabilities as enumerated above, Ministry of Mines may put the Applicant in negative list without prejudice to any other civil/ criminal action under the law and in due course forfeiture of the performance guarantee in lieu of penalty.

*Kindly provide supporting documents of being registered firm/incorporation certificate

**Kindly provide details if the company has been blacklisted in the past with the relevant

supporting document.

Annexure 10: Format for Submitting Financial Proposal

Date:

To,

The Ministry of Mines

Room No. [315], [D] Wing, Shastri

Bhawan, New Delhi – 110001

Sub: Selection of Project Management Unit (PMU) for Ministry of Mines

Ref: RFP dated [.....] (“**RFP**”)

Dear Sir,

I (Bidder’s name) provide below the Financial Proposal for selection as PMU for above mentioned project:

Quote for cost of the Consultancy per clearance (in INR) ---- (in both figures and words). The amount quoted here is inclusive of GST.

I agree that this offer shall remain valid for a period of 90 (ninety) days from the Bid Due Date or such further period as may be mutually agreed upon.

Sincerely,

.....

Signature of Authorized Signatory:

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

Format 11: Form of 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:

Sir,

In consideration of Ministry of Mines, Government of India (hereinafter referred as the Client, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of PMU] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the PMU which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work Order by issue of Client's Work Order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the PMU, resulting in a Work Order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the Work Order) and the PMU having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client 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 Client immediately on demand an or, all monies payable by the PMU to the extent of Rs. [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 PMU. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between

the Client and the PMU 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 forceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in anyway 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 Work Order by the PMU nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the Work Order or other documents. The Client

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 Client 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 Work Order between the Client and the PMU any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client 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 Client or any other indulgence shown by the Client 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 Client 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 PMU and notwithstanding any security or other guarantee that the client may have in relation to the Consulting Agencies 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 PMU/the Bank or any absorption, merger or amalgamation of the PMU/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [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 PMU] 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

Strikeout, whichever is not applicable.

The date will be fixed as indicated in the Work Order.

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 Client.