

**CORRIGENDUM & RESPONSE TO QUERIES SUBMITTED AGAINST RFP NOTICE NO. 01/2017 SELECTION OF AGENCY FOR THE ESTABLISHMENT AND RUNNING OF PLANNING AND MONITORING UNIT (PMU) FOR INCREASING EFFICIENCY AND EFFECTIVENESS OF DISTRICT MINERAL FOUNDATION (DMF) AT HAZARIBAGH DISTRICT OF JHARKHAND**

S. N.	Section/Page No.	Content of RFP Requiring Clarification	Change/Clarification Requested	Response to Queries and Changes made in RFP
1	2	3	4	5
1	Fact Sheet Page No.: 4	Last date for receipt of Technical and Financial Proposals (sealed Envelope)- 10 <sup>th</sup> April 2017 (15.00 hrs)	Last date for receipt of Technical and Financial Proposals (sealed Envelope) - 25 <sup>th</sup> April 2017 (15.00 hrs)	Dates already corrected and extended till 02.05.2017
2	Eligibility Criteria			In Section 5.1 Conditions of eligibility at Sl.No -3 The organisation must have at least <b>100</b> full time professionals on its rolls as on 31st march 2016 <b>is replaced by</b> The organisation must have at least <b>75</b> full time professionals on its rolls as on 31st march 2016
3	Fact Sheet Page No.: 4 Sl. No. - 14 And Financial Evaluation Page No.: 64 Sl. No. 9.2	Method of Selection And Financial Evaluation	QCBS 90:10 And The Applicant shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weight age of 75% and Financial Proposal will be allotted weight age of 25%	Method of selection QCBS ratio shall be 75:25
4	The composition of the trust page 10 & 11			After sl. no. 10 at page 11 Hon'ble Member of Legislative Assembly or Representative of all Hon ble MLA. 12. Repealed 13. Representative of Jharkhand Small Scale Industries Association. 14.. Two important lessees nominated by the Managing Committee. 15. Elected Pramukh and Up-pramukh of directly affected areas. 16. Elected Mukhiya and Up- Mukhiya of directly affected area. 17. Representative of Chairman Zila Parishad
5	At page 11 of 75			"Leading to entire iron ore is replaced by "COAL".
6	Scope of work page 13 of 75			In place of District Collector/Collector Deputy Commissioner shall be read. In place of "Deputy Development Commissioner is also the Chief Executive" is to be read as " Deputy Development Commissioner Cum Member Secretary DMF (T)".
7	At page 27 of 75			"LOA" means Letter of Award.
8	Section 6.16 Page No. 28	Confidentiality	Pl add this in Clause - "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this	Taken as requested included in RFP after para e as <b>Para f.</b> "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or

			Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's right under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's right under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.
9	Section 6.18 page - 29 Execution of the Agreement			In place of Project Director, District Rural Development Agency (DRDA)- Deputy Development Commissioner cum Member Secretary DMF (T) may be read.
10	Section 6.20.1.1  Page No. 30	DMF (T) administration may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Applicant, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Applicant to rectify the breach)	Please clarify whether the notice period for termination is of 60 days and whether it is over and above the cure period of at least 90 days.	It is above 60 days with 30 days extra as cure period totalling to 90 days.
11	Section 6.20.1.2  Page No. 31	DMF (T) administration may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Applicant, if the selected Applicant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Applicant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DMF (T) administration		Same as above
12	Dispute resolution mechanism  Sl. no. 6.20.3  Page no. 35		Request to add the following Arbitration Clause: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract/agreement in accordance with the Rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English.	No change. But the language of arbitration shall be in English is taken.
13	Section No. 6.21 Page 38 Deployment			In place of Project Director, District Rural Development Agency (DRDA)- Deputy Development Commissioner" may be read.

14	Right of monitoring, inspection and periodic audit Section no. 6.25 Page no. 40		We will not be able to accept the Auditing rights with client and suggest that we can provide the client or its auditor (bound by respective confidentiality obligations) upon request of the latter with all the information and documents directly related to the engagement, without granting access to the our Firm's premises.	This clause relates to Audit of records; Inspection of material fact related to contract and supply of information to the appointed Consultant/Advisor/Agency for the purpose of DMFT work related only
15	Indemnity Section no. 6.28 Page 41		We should resist the general Indemnity however we may accept indemnity with respect to confidentiality breach/data breach or intellectual Property Right infringements.	No change.
16	Specials Condition of contract  Section no. 6.30  Page 42	The Administration of the DMF (T) reserves the right to compare the selected request with any other proposal, not obtained through RFP and if that is found to be better on the ground of cost involved or quality of services the same may with adequate reasons for consideration in accordance with law and rules prevailing in the State be recommended to the State Government for approval.		No Change
17	Section 6.31 a			The word <b>abroad</b> at section 6.31 para ä "line Third is deleted.
18	Section 7  Page No. 50 & Section 10.3  Annexure III: Financial Proposal Format  Page No. 68	Human Resources Note 2: The amounts mentioned above are indicative only. They could vary depending on qualifications, experience and performance in the assessment And Annexure III: Financial Proposal Format  Total Professional Fee (Fixed)	Please clarify whether the salary is fixed or indicative	1. The CTC is indicative and is the maximum permissible limit per unit. 2. Sr. Project Officer Development and Project Management shall be 3 in place of 5. 3. Project Officer Finance CTC may be read as 50,000/- in place of 30,000/- 4. The total professional fee for total numbers of personnel's engaged should be in Rupees which shall be converted to % percentage. 5. The CTC per month & per annum shall be submitted by the agency as per indication given in section 7 page 50. 6. The total number of units in place of 12 is reduced to 10 as given below. { Team Leader - 1 Sr. Project Officer Development and Project Management - 3 Project Officer Engineering - 2 Project Officer IT - 1 Project Officer Finance - 1 Data Entry Operator - 2}
19	8. i)  Job Description  Page No. 50	Job Description  Team Leader  Qualification and Experience	CTC should commensurate based on experience	<u>For Team Leaders</u> - Minimum of 5 years total work experience related to Project Management in Private/Public/Not-for-profit sector out of which minimum 2 years experience with Government Organisation / International Organisation shall be read. In place of Odiya at page 52 in Hindi may be read.
20	8. ii)  Job Description Page No. 52	Job Description Senior Project Officer - Development and Project Management Qualification and Experience		<u>For Senior Project Officer</u> - Minimum of 3 years total work experience related to Project Management in Private/Public/Not-for-profit sector out of which minimum 1 years experience with Government Organisation / Non-Government Organisation shall be read.

21	8. iii) Job Description Page No. 54	Job Description Project Officer- Engineering Qualification and Experience		<u>For Project Officer Engineering</u> - Minimum of 3 years total work experience related to Design, Execution and Supervision of Civil Engineering and Building Construction Projects out of which minimum 1 years experience with Government Organisation/ Non-Government Organisation shall be read.
22	8. iv) Job Description Page No. 56	Job Description Project Officer- Finance Qualification and Experience		<u>For Project Officer Finance</u> - Minimum of 3 years total work experience in the rank of Accounts Officer out of which minimum 1 years experience with Government Organisation/Non-Government Organisation shall be read.
23	8. v) Job Description Page No. 58	Job Description Project Officer- IT Qualification and Experience		<u>For Project Officer I.T.</u> - Minimum of 3 years experience in Design, Maintenance and Up-dation of M.I.S. systems out of which minimum 1 years experience with Government Organisation / Non-Government Organisation shall be read.
24	Data Entry Operator			Qualification & Experience - An Advance Diploma in Computer Application from Any Recognised Institute accredited by Government/AICTE Experience - Minimum 01 year professional experience in Government / Private / Non-Government Organisation Should be able to work both in English and Hindi and should have minimum WPM of 35 in Hindi and 50 in English.
25	Technical Evaluation Criteria Page No.: 62 Sl No. 1.1	The Applicant shall have experience of providing advisory for Rural development related projects to Government of India or State Government Upto 5 years - 5 marks 5 to 10 years - 10 marks 10 to 20 years - 15 marks > 20 years - 20 marks	Please provide marks as per the number of projects advisory for Rural Development related projects to Government in place of years	<ol style="list-style-type: none"> <li>1. At 1.1 more than 20 yrs is deleted.</li> <li>2. Up to 5 yrs. 1 mark for each project with maximum of 5 marks.</li> <li>3. Up to 10 yrs. 1 mark for each project with maximum of 10 marks.</li> <li>4. Up to 20 yrs. 1 mark for each project with maximum of 15 marks.</li> <li>5. For every completion of project 1 mark extra with a maximum of 5 marks shall be awarded.</li> </ol>
27	At Serial No. 1.4 Page No. 62			In place of 100 professionals on its roll “ 75 professional may be Read <ol style="list-style-type: none"> <li>1. 75 - Professional – 5 marks</li> <li>2. 75 – 150 professional – 10 marks</li> <li>3. More than 150 professional – 15 marks</li> </ol>
28	Technical Evaluation Criteria Page No.: 63 Sl No. 2	Consultancy Team: No of CVs submitted that meets the qualification and experience requirements		The applicant has to submit 5 CVs for one unit as per experience & qualification given in the RFP for all the posts mentioned. <ol style="list-style-type: none"> <li>1. 1 mark for at least one CV with experience of work in the Central Government / State Government</li> <li>2. 2 marks for at least one CV with experience of work with District / Rural area of State of Jharkhand.</li> <li>3. 2 marks for at least one CV with any Award by State Government / Central Government.</li> <li>4. 1 mark maximum for more than 5 CV’s.</li> </ol>
29	Technical Evaluation Criteria	Consultancy Team	0 to 2 - 1 Mark 3 to 4 - 3 Mark	As above.

	Page No.: 63 SI No. 2	Team leader	5 or More - 6 Mark	
30	Technical Evaluation Criteria Page No.: 63 SI No. 2	Consultancy Team  Senior Project Officer	0 to 10 - 1 Mark 11 to 24 - 3 Mark 25 or More - 6 Mark	As above.
31	Technical Evaluation Criteria Page No.: 63 SI No. 2	Consultancy Team  Project Officer Engineering	0 to 2 - 1 Mark 3 to 4 - 3 Mark 5 or More - 6 Mark	As above.
32	9.1  Technical evaluation criteria: 1.2  Page No. 62	The Applicant shall have experience of providing consultancy services for full time PMU or equivalent of minimum 2 years duration with at least 10 member team 2 - 3 Projects - 5 marks 4 - 5 Projects - 10 marks > 5 Projects - 15 marks	The Applicant shall have experience of providing consultancy services for full time PMU or equivalent of minimum 2 years duration with at least 10 member team in the last 5 years 2 - 3 Projects - 5 marks 4 - 5 Projects - 10 marks > 5 Projects - 15 marks	In place of ten members team five members team shall be considered. <b>1.</b> For every project under PMU under taken for a period of at least 2 yrs. and with a member team of at least 5 members, 1 mark to be given with a maximum of 10 marks. <b>2.</b> For every successfully completed PMU – 1 mark with a maximum of 3 marks. <b>3.</b> 2 marks for being part of PMU related to DMF where “duration should be minimum of 6 months”.
33	10.1 Annexure Page 65	In proposal		In proposal covering letter District Rural Development Agency (DRDA) deleted.
34	10.2 Annexure Page 67			After Administration, Hazaribagh, vide request of proposal (RFP) Document dated -----, issued by Deputy "The word Development" is deleted.
35	Section 10.3  Annexure III: Financial Proposal Format  Page No. 68	Annexure III: Financial Proposal Format  Total Professional Fee (Fixed)	Please clarify the financial proposal format, if the CTC quoted will be different from the prescribed table in page no. 50 of RFP	Based upon CV'S experience and percentage of price quoted. But the CTC should match with the permissible maximum limit given at page 50 (after correction) for the units, and should not be more than 5 % below or above the permissible limit. The experience and project completion shall be taken into consideration as one of the parameters beside details given in the RFP.
36	Section 10.3  Annexure III: Financial Proposal Format  Page No. 69	General Management Services Fee (Per Annum) as ....% of Total professional Fee	General Management Services Fee (Per Annum) as ... (Lump sum Fee)	Already addressed at SI No. 18 for Section 7.
37	General Points		Report: Any information, advice, recommendations or other content of any reports, presentations other communications we provide under this Agreement ("Reports"), other than Client's information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not reply on any draft Report and we shall not be required to update its Final Report.  IPR-EP to ensure compliance of the same.	Has been addressed in confidentiality at 6.16 page 28 and 6.17 publicity.  The selected agency may use data, software, designs, utilities,

			<p>Further add this- EY may use data, software, designs, utilities, tolls, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>	<p>tolls, models, systems and other methodologies and know-how ("Materials") that they own in performing the Services.</p> <p>Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</p>
			<p>The Client shall assign a qualified person to oversee the Services. The Client is responsible for all management decisions relating to the services, the use or implementation of the output of the services and for determining whether the services are appropriate for your purposes. The Client shall provide (or cause others to provide) to us, promptly, the information, resources, and assistance (including access to records, systems, premises and people) that we reasonably require to perform the services. To the best of your knowledge, all information provided by you or your behalf (Client information) will be accurate and complete in all material respects. The provisions of client information to us will not infringe any copyright or third party rights.</p>	Agreed.
			<p>EY may subcontract portions of the Services to any of its network firms (being such firms that are part of any network of professional firms to which EY are deemed, either by any contract, law or professional regulation, to be a participant network member; hereinafter, "Network Firm(S)"), as well as to other service providers, who may deal with you directly. Nevertheless, EY alone will be responsible to the Client for the Reports, the performance of the Services, and our other obligations under this Agreement.</p>	Not acceptable.
38	At Section 10.4 Annexure IV Page 70 Draft performance Guarantee			<p>In place of No. ----- dated ----/----/2016 issued by Deputy Development Commissioner, Member Secretary DMF (T) - " No.----- dated ----/----/2017 issued by Deputy Commissioner" may be read.</p> <p>At page 71 in paragraphs 2 - In place of "Project Director, District Rural Development Agency (DRDA)" - "Deputy Development Commissioner, Member Secretary DMF (T)" may be read.</p> <p>At page 72 al Development Agency (DRDA), Hazaribagh is deleted.</p>

Sd/-  
Deputy Commissioner,  
Hazaribagh.