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**ज्वाइन्ट प्लान्ट कमिटी**  
(भारत सरकार द्वारा गठित)  
**JOINT PLANT COMMITTEE**  
(Constituted by Govt. of India)  
An ISO 9001 : 2015 Certified Organisation

Tender No. JPC/HR&A/MoS/24-25/ 455

09.10.2024

**NOTICE INVITING TENDER (NIT)**

**Sub : Selection of a "Project Management Consultancy (PMC)" to establish and operate Project Management Units (PMUs) in various Divisions of Ministry of Steel, Government of India (GOI) to provide assistance including management and technical assistance in various activities in the steel sector**

Dear Sir / Madam,

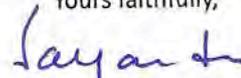
The Joint Plant Committee (JPC) on advice of Ministry of Steel (MoS), Govt. of India (GOI), encloses the Tender Document for Selection of a "Project Management Consultancy (PMC)" to establish and operate Project Management Units (PMUs) in MoS, GOI :-

1.	Job Description	: Please refer the Request of Proposal (RFP)
2.	Date of publication of the advertisement	: 09.10.2024 (In local English & Hindi dailies of New Delhi) – place of the above mentioned work
3.	Pre-Bid Meeting	: 21.10.2024 at 3 p.m. at Udyog Bhawan, Ministry of Steel, New Delhi
4.	Last Date/Time/Place of Submission of Tender	: 08.11.2024/ till 3 p.m./at Joint Plant Committee, Regional Office 301-306, Aurobindo Place, Hauz Khas, New Delhi – 110 016
5.	Due date, time & venue for opening of offers , Part-I & II – EMD & Technical bid	: Date : 11.11. 2024; Time : 12 p.m. Venue: Udyog Bhawan, Ministry of Steel, New Delhi After successful evaluation of the technical bid, the date and time of opening of the commercial bid will be conveyed to the technically qualified vendors.
6.	Presentation	: 13.11.2024 at 2.00 P.M. at Udyog Bhawan, Ministry of Steel, New Delhi
7.	Evaluation of Technical Bid	: 18.11.2024 at 2.00 P.M. at Udyog Bhawan, Ministry of Steel, New Delhi
8.	Earnest Money Deposit (EMD)	: Rs. 5,00,000/- (Rupees five lakhs only) in the form of Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata. This needs to be deposited in a separate envelope along with the Technical and Commercial Bids. In case of non-submission of EMD, in a separate envelope, the Technical Bid of the concerned vendor will not be opened and hence cancelled (Details of EMD in section entitled 'Submission of Tender').
9.	Cost of Tender Paper	: Rs.500/- (Rupees Five Hundred only) to be paid in cash if directly purchased from office. If downloaded, a D/D of Rs.500/- drawn from any Nationalised bank except Gramin Bank in favour of "Joint Plant Committee", payable at Kolkata has to be submitted along with the EMD.
10.	Sale of Tender Document	: Between 11 AM to 1.00 PM and 2:30 p.m. to 4:30p.m. on any working day from Joint Plant Committee, Regional Office, 301-306, Aurobindo Place, Hauz Khas, New Delhi – 110 016 from 10.10.2024 to 07.11.2024 Or Download from <a href="http://www.jpccindiansteel.nic.in">www.jpccindiansteel.nic.in</a>
11.	Tenure of Contract	: 1 year from the issuance of the work order. Extendable upto 2 years (1 year at a time) on basis of Ministry of Steel's requirement and the vendor's performance and on same terms, conditions & rates.

You are requested to follow the guidelines in the Tender Notice and submit your rates accordingly.

Thanking you,

Yours faithfully,

  
(Sayan Sen)

DGM (DB&AS)I/c & I/c (HR&A)

इस्पात निकेतन, 52/1A, बालीगंज सर्कुलर रोड, कोलकाता - 700 019

ISPAT NIKETAN, 52/1A, Ballygunge Circular Road, Kolkata - 700 019

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[2]

Proposal for RFP

For

Selection of a "Project Management Consultancy (PMC)" to establish and operate Project Management Units (PMUs) in various Divisions of Ministry of Steel, Government of India (GOI) to provide assistance including management and technical assistance in various activities in the steel sector.

09.10. 2024

Joint Plant Committee

(Constituted by Ministry of Steel, Govt of India)

Regional Office

301-306, Aurobindo Place, 3rd Floor, Hauz Khas,

New Delhi - 110016

Notice Inviting RFP

Engagement of a "Project Management Consultancy (PMC)" to establish and operate Project Management Units (PMUs) in various Divisions of Ministry of Steel, Government of India (GOI) to provide assistance including management and technical assistance in various activities in the steel sector.

A Project Management Consultancy (PMC) will be selected to establish and run PMUs with consultants and experts having domain knowledge and expertise to undertake all activities related to the Divisions concerned of Ministry of Steel (MoS).

A Project Management Unit (PMU-1) will be established by the PMC to provide all types of knowledge/technical assistance including but not limited to activities related to climate change, green steel, emission reduction, decarbonisation and energy management in alignment with the steel sector's vital economic role with environmental sustainability, working towards India's 2070 Net-Zero goals under intended Nationally Determined Contributions.

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A Project Management Unit (PMU-2) will be established by the PMC to provide all types of knowledge/ technical assistance including but not limited to matters related to SIMS, International/ Foreign Trade, Taxation, Export-Import policy, Steel prices and Global steel market etc.

A Project Management Unit (PMU-3) will be established by the PMC to provide knowledge/ technical assistance including but not limited to mining, minerals, raw materials, policies and other matters pertaining to steel sector etc.

JPC on advice of Ministry of Steel, Govt. of India, is inviting RFP from interested organizations / agencies of national and international repute to assist the MoS in establishing and operationalizing Project Management Units (PMUs) for various activities in the steel sector for a period of one year extendable upto 2 years (one year at a time) on the basis of requirement of the Ministry of Steel and satisfactory performance of the vendor on same terms, conditions and rate.

The schedule for receipt of the proposals is as follows: -

1. Floating of tender in Hindi & English dailies of New Delhi on 09.10.2024 will allow 4 weeks time for submission of bids in case of open tender.
2. Pre- Bid meeting will be held on 21.10.2024 at 3 p.m. at Udyog Bhawan, Ministry of Steel, New Delhi.
3. Last date of submission of bids : both technical & commercial/financial together on 08.11.2024 by 3 p.m. at Joint Plant Committee, Regional Office, 301-306, Aurobindo Place, Hauz Khas, New Delhi – 110 016
4. Opening of Technical bid: 11.11.2024 at 12 Noon at Ministry of Steel, Udyog Bhawan, New Delhi.
5. Presentation by the Bidders followed by interviews on 13.11.2024 at 2.00 P.M. at Ministry of Steel, Udyog Bhawan, New Delhi.
6. Opening of financial bids : 25.11.2024 at 12.00 Noon
7. Letter of Intent (LOI) will be issued to the selected vendor on 27.11.2024.
8. Security Deposit to be received within 7 working days from the issuance of LOI.
9. Work Order will be issued on receipt of Security Deposit.
10. Tenure of the work is for one year extendable upto two years (one at a time) subject to requirement of the MoS and performance of the vendor on same terms, conditions and rates.

Engagement of Project Management Consultancy (PMC) to establish and operate Project Management Units (PMUs) in various Divisions of Ministry of Steel (MoS)

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## 1. Definitions

- a. "Assignment/Job" means the work to be performed by the selected agency pursuant to the Contract
- b. "Bidder" means any interested Firms/Companies/Agencies who submit their proposals that may provide or provides the Services to the Ministry under the Contract.
- c. "Contract" means the Contract signed by the Parties and all the attached documents listed in RFP document.
- d. "Day" means a calendar day.
- e. "Government" / "GOI" means the Government of India.
- f. "Ministry" means the Ministry of Steel (MoS) where the PMC will be engaged.
- g. "Personnel" means professionals and support staff provided by the selected agency to perform the Services or any part thereof.
- h. "Project Management Consultancy" (PMC) means that the agency selected is to provide project management related services to the Project Management Unit (PMU).
- i. "Project Management Unit" (PMU) means the unit established within the various Divisions of MoS to implement and oversee the project related activities.
- j. "Project specific information", means such part of the Instructions to the agencies used to reflect specific project and assignment conditions.
- k. "Proposal" means the Technical Proposal and the Financial Proposal.
- l. "RFP" means the Request for Proposal prepared by this Ministry for the selection of PMC agency.
- m. "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Ministry and the selected agency, and expected results and deliverables of the Assignments/job.

## 2. Context

2.1 A Project Management Consultancy (PMC) will be selected to establish and run PMUs with consultants and experts having domain knowledge and expertise to undertake all activities related to the Divisions concerned of MoS.

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## 2.2 PMU 1 : Green Steel & Climate Change

A Project Management Unit (PMU-1) will be established by the PMC to provide all types of knowledge/technical assistance including but not limited to activities related to climate change, green steel, emission reduction, decarbonisation and energy management in alignment with the steel sector's vital economic role with environmental sustainability, working towards India's 2070 Net-Zero goals under intended Nationally Determined Contributions.

## 2.3 PMU-2:Trade and Taxation (T&T)

A Project Management Unit (PMU-2) will be established by the PMC to provide all types of knowledge/ technical assistance including but not limited to matters related to SIMS, International/ Foreign Trade, Taxation, Export-Import policy, Steel prices and Global steel market etc.

## 2.4 PMU-3: Steel Related Matters

A Project Management Unit (PMU-3) will be established by the PMC to provide knowledge/ technical assistance including but not limited to mining, minerals, raw materials, policies and other matters pertaining to steel sector etc.

## 3. Objective

The objective of this proposal is to select "Project Management Consultancy" of national and international repute to support MoS in establishing and operating Project Management Units (PMUs) by providing assistance including management and technical assistance on activities related to the Focus Areas, mentioned in Para 4 below, under the direction and supervision of Ministry of Steel to complete specified objectives and outcomes as decided by the MoS from time to time.

## 4. Focus Areas for three PMUs (PMU-1, PMU-2 & PMU-3) :

### 4.1 PMU-1

The focus areas include but not limited to the following:

- i. Policy and regulatory framework for decarbonisation of steel sector such as developing taxonomy for green steel, monitoring carbon emissions, demand generation, green public procurement policy, carbon trading policies, CCTS, emission trading system, CBAM etc.
- ii. Financial and institutional mechanism for decarbonisation of steel sector
- iii. Technology and production levers for decarbonisation of steel sector such as Green Hydrogen, CCUS, Renewable Energy, Material Efficiency, Energy Efficiency, Process Transition, Coal Gasification, Biochar, Beneficiation, Pelletisation, Circular Economy, Alternate Steel Making Routes, Disruptive technologies etc. and R&D.

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- iv. International cooperation on Green Steel such as implementation of Paris Agreement, IDDI, CEM, LeadIT, COP and other Global forums etc.
- v. Energy & Environment Management in steel sectorsuch as laws, regulations, guidelines, rules etc.

#### 4.2 PMU-2

The focus areas include but not limited to the following:

- i. Assistance in technical matters of Steel Import Monitoring System (SIMS)
- ii. Monitoring of SIMS data and Key analysis of Steel Import Trends
- iii. Publication of SIMS Reports on Ministry's website
- iv. Technical and domain specific assistance in Integration of SIMS Portal with ICEGATE Platform
- v. Assistance in improving policy measures and coordination with Department of Commerce on the matters of International Trade, Trade agreements with foreign Countries (FTAs, CEPA, CECA, PTAs, etc.)
- vi. Assistance in improving policy measures and coordination with DGTR on issues related to WTO like Anti-dumping Duty (ADD), Safeguard, countervailing etc and suggest measures for improving trade competitiveness of India in Global market.
- vii. Assistance in coordination with DGFT on import-export policy, etc.
- viii. Assistance in improving policy measures and coordination with DoC on foreign trade matters like US 232, EU Safeguards, EU CBAM, etc.
- ix. Assistant in coordination with Ministry of Finance including recommending Budget proposals for Union Budget 2025-26
- x. Suggestion on matters related to Indirect taxation - GST, Customs duty, RoDTEP Scheme, etc and Miscellaneous matters:
- xi. Technical expertise and suggestive measures in disposal of representations received from domestic steel Industry
- xii. Assistant in analysis and monitoring of daily Steel Prices
- xiii. Coordination with other divisions/sections of the Ministry on various matters

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- xiv. Suggest domain specific and technical know-how to improve trade competitiveness of India in the Global market and to get the maximum benefit out of important Trade Agreements of India with foreign countries relating for Steel Sector such as:
- a. India-Japan Comprehensive Economic Partnership Agreement (IJCEPA)
  - b. India-Korea Comprehensive Economic Partnership Agreement (IKCEPA)
  - c. ASEAN-India Free Trade Agreement (AIFTA)
  - d. India-UAE CEPA
  - e. India-Australia ECTA

#### 4.3 PMU-3

The focus areas include but not limited to the following:

- i. Mining related matters in steel sector
- ii. Minerals, Raw materials related matters in steel sector
- iii. Policies related matters in steel sector
- iv. Any other matters related to steel sector.

#### 5. Scope of Work

The scope of work of the PMC and broad ToRs for this assignment will mainly involve establishing and operationalizing the aforesaid PMUs at the MoS by providing all necessary support to MoS including management and technical assistance on activities related to activities mentioned in Focus Area at Para 4 above.

The Scope of Work shall include, but not be limited, to the following:

##### 5.1 PMU-1

- i. Provide domain support / technical inputs on key focus areas
- ii. Development and evaluation of policies
- iii. Assistance in preparation and publishing of periodic reports on the state of the steel sector's decarbonisation efforts, case studies, technical guides, research findings etc.
- iv. Assistance in conceptualization, planning and implementation of activities related the Focus Areas.

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- v. Review the research and technology landscape at national and global levels, carry out gap analysis and research and technology need assessment, and R&D.
- vi. Monitor and document global regulatory trends
- vii. Assistance in MRV activities, as and when required.
- viii. Assistance in drafting concept notes, detailed agendas, background notes, power point presentations, white paper, reports etc.
- ix. Assistance in planning and organizing meetings/ events/ consultations/ seminars / conferences / workshops and related engagements with stakeholder and drafting and finalizing various record of discussions/ minutes of meetings / event highlights / snapshots and outcome documents.
- x. Coordination activities with other Ministries/ Departments/Organisations, State Governments, National and International bodies, academic institutions, Think Tanks, Industry Players, Associations and other stakeholders etc.
- xi. Collaboration with domestic /global organizations/Institutes working on green steel.
- xii. Assistance in monitoring, tracking & reviewing all the progress related to studies, meetings, events/ partnerships/ policy inputs and required outputs.
- xiii. Assistance in Energy & Environment Management in steel sector including implementation of related extant laws, regulations, guidelines, rules etc.
- xiv. Establish systems for comprehensive data collection and analysis on emissions, energy use, and technology adoption in the steel sector.
- xv. Tracking developments in green steel across the world
- xvi. Assistance in initiating/managing collaborations, partnerships, and engagements under various programmes
- xvii. Assistance in setting up pilot experiments and assisting business model development, as required.
- xviii. Assistance in development and implementation of action plans.
- xix. Assistance in module planning and operationalizing awareness campaigns, capacity building and sensitization workshops.
- xx. Maintenance of records and correspondence and update them from time to time.
- xxi. The PMC will provide all the services including technical and managerial for successful running of PMU to achieve its intended objectives and desired outcomes.

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- xxii. Parliament Questions, VIP references, CPGRAMS, RTI, Court cases on related matters, CBI Matters, PMO references, Annual Report, etc. and material relating to the above
- xxiii. Any other activity as specified by the Ministry.

**5.2 PMU-2**

- i. Provide domain support / technical inputs on key focus areas
- ii. Development and evaluation of policies
- iii. Suggest domain specific and technical know-how to improve trade competitiveness of India in the Global market and to get the maximum benefit out of important Trade Agreements of India with foreign countries.
- iv. Assistance in conceptualization, planning and implementation of activities related to the Focus Areas.
- v. Monitor and document global regulatory trends
- vi. Assistance in drafting concept notes, detailed agendas, background notes, power point presentations, white paper, reports etc.
- vii. Assistance in planning and organizing meetings / events / consultations / seminars / conferences / workshops and related engagements with stakeholder and drafting and finalizing various record of discussions / minutes of meetings / event highlights / snapshots and outcome documents.
- viii. Assistance in monitoring, tracking & reviewing all the progress related to studies, meetings, events / partnerships / policy inputs and required outputs.
- ix. Assistance in initiating /managing collaborations, partnerships, and engagements under various programs.
- x. Assistance in development and implementation of action plans (if necessary)
- xi. Assistance in module planning and operationalizing awareness campaigns, capacity building and sensitization workshops.
- xii. Maintenance of records and correspondence and update them from time to time.
- xiii. The PMC will provide all the services including technical and managerial for successful running of PMU to achieve its intended objectives and desired outcomes.
- xiv. Parliament Questions, VIP references, CPGRAMS, RTI, Court cases on related matters, CBI Matters, PMO references, Annual Report, etc. and material relating to the above
- xv. Any other activity as specified by the Ministry.

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5.3 **PMU-3**

- i. Provide domain support / technical inputs on key focus areas
- ii. Development and evaluation of policies and schemes/projects.
- iii. Assistance in preparation and publishing of periodic reports on any matters related to steel sector.
- iv. Assistance in conceptualization, planning and implementation of activities related to the Focus Areas.
- v. Review the research and technology landscape at national and global levels, carry out gap analysis and research & technology need assessment, and identify priorities for India.
- vi. Monitor and document global regulatory trends
- vii. Assistance in MRV activities, as and when required.
- viii. Assistance in drafting concept notes, detailed agendas, background notes, power point presentations, white paper, reports etc.
- ix. Assistance in planning and organizing meetings / events / consultations / seminars / conferences / workshops and related engagements with stakeholder and drafting and finalizing various record of discussions / minutes of meetings / event highlights / snapshots and outcome documents.
- x. Assistance in monitoring, tracking & reviewing all the progress related to studies, meetings, events / partnerships / policy inputs and required outputs.
- xi. Establish systems for comprehensive data collection and analysis on the given subject matter.
- xii. Assistance in initiating /managing collaborations, partnerships, and engagements under various programs.
- xiii. Assistance in setting up pilot experiments and assisting business model development, as required.
- xiv. Assistance in development and implementation of action plans.
- xv. Assistance in module planning and operational awareness campaigns, capacity building and sensitization workshops.
- xvi. Maintenance of records and correspondence and update them from time to time.
- xvii. The PMC will provide all the services including technical and managerial for successful running of PMU to achieve its intended objectives and desired outcomes.

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- xviii. Parliament Questions, VIP references, CPGRAMS, RTI, Court cases, CBI Matters, PMO references, Annual Report, etc.
- xix. Any other activity as specified by the Ministry.

## 6. Project Management Unit including Minimum Qualification of personnel

### 6.1 PMU-1

S. No.	Key Requirement and Minimum Qualifications
Project Leader (PL): 01	
i.	Education: B.Tech/B.E. and M.Tech/M.E
ii.	General Professional Experience: Minimum 10 Years experience in the field of energy management and climate action.
Team Members (TM): 04	
i.	Education: B. Tech/B.E. or Masters in Environmental Studies or related field.
ii.	General Professional Experience: Minimum 5 Years experience in the field of energy management and climate action.

### 6.2 PMU-2

S. No.	Key Requirement and Minimum Qualifications
Project Leader (PL): 01	
i)	Education: MBA/ CA
ii)	General Professional Experience: Minimum 10 Years experience in the field of international trade issues/ Trade Laws/ Trade Agreements and tax related issues.
Team Members (TM): 02	
Team Member : 01	
i)	Education: LLB/ MBA (International Trade/Foreign Trade)
ii)	Experience: Minimum 5year experience in the international trade issues/ Trade Laws/ Trade Agreements and tax related matters
Team Member: 02	
i)	Education: CA/ ICWA
ii)	Experience: Minimum 5 year experience in the field of Indirect Taxes



## 6.3 PMU-3

S. No.	Key Requirement and Minimum Qualifications
Project Leader (PL): 01	
i)	Education: B.Tech/B.E. and M.Tech/ M.E
ii)	General Professional Experience: Minimum 10 Years experience in the field of steel sector / metallurgy / mining/ material science/ steel technology.
Team Members (TM): 04	
i)	Education: B. Tech/B.E.
ii)	General Professional Experience: Minimum 5 Years experience in the field of steel sector / metallurgy / mining/ material science/ steel technology.

## 7. PMU's Services

7.1 The PMUs shall provide the Services with due diligence, to the best of its ability and making full use of its skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of MoS.

7.2 PMUs will be housed at Ministry of Steel Office, New Delhi or any other place in Delhi/NCR as decided by MoS.

7.3 The agency will undertake not to sub-contract any part of this work to third party.

7.4 None of the full time team members deployed under this proposal will work in any other engagements.

7.5 In providing the Services, the PMUs shall devote such time and effort as may be required to ensure proper performance of the contract duly within the time frame specified.

7.6 In providing the Services the PMUs shall comply with all the statutory guidelines, rules, regulations etc and prevailing laws and legislation in force, both local and Central.

7.7 The PMUs shall, apart from providing services as mentioned in TOR of the RFP,

- a. Hold meetings with the MoS and prepare presentations regularly or on need basis during the period of this Contract.

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- b. Liaison with the MoS and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,
- c. At all times act in good faith; and
- d. Report to the MoS in writing of progress as per the specified timelines.

7.8 The PMUs shall ensure that the MoS, and officials of the MoS having authorisation from the MoS, are provided unrestricted access to the office of the PMUs and to all personnel during office hours. The MoS's official, who has been authorised by the MoS in this behalf, shall have the right to inspect the Services in progress, interact with personnel of the PMUs and verify the records relating to the Services for his satisfaction.

7.9 Accounting, inspection and auditing: The PMUs shall: (a) keep accurate and systematic accounts and records in respect of the Services provided under this Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the PMU's costs and charges); and (b) permit the MoS or its designated representative periodically, and up to one year from the expiration or termination of contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the MoS.

#### 7.10 Accuracy of Documents and/or Services

The PMUs shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/ authorities, supervision/quality control, estimates and all other details prepared and/or undertaken by it as part of its Services. Subject to the provisions of Clause 26.1, it shall indemnify the MoS against any inaccuracy or deficiency in its work which might surface during implementation of the Project, if such inaccuracy or deficiency is the result of any negligence or inadequate due diligence on part of the PMUs or arises out of its failure to conform to good industry practice. The PMUs shall also be responsible for promptly correcting, at its own cost and risk, the works, the documents including any survey/re-survey/ investigations/supervision.

7.11 If the MoS is satisfied about non-performance of any obligation/provision as stipulated in the Terms of Reference OR non-compliance of any of the provisions of the contract, a deduction of Rs. 10,000 /- or higher but not exceeding 1% of the monthly payment for Consultancy to PMUs shall be applicable for each instance of non performance/non-compliance.

7.12 Notwithstanding anything contained above, the PMUs must ensure to perform/take corrective action on the particular non-performance/non-compliance in a reasonable time frame. Failure to take corrective action within a reasonable time frame, depending upon the importance of the activity, may lead to termination of Contract as decided by the MoS.



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7.13 If more than 5 incidents occur requiring deductions as mentioned in above para, the MoS may initiate action to terminate the Contract due to unsatisfactory performance, on the recommendations of MoS or its authorized representative.

7.14 PMU's personnel:

- a. General: The PMUs shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.
- b. Deployment of Personnel: The designations, names and the estimated periods of engagement in carrying out the Services by each of the PMU's personnel are described in the RFP.
- c. Approval of Personnel: The Key Personnel will be listed in the Contracts approved by the MoS. No other Key Personnel shall be engaged without prior approval of the MoS. If the PMUs hereafter proposes to engage any person as professional personnel, it shall submit to the MoS its proposal along with a CV of such person in the format provided in the RFP. The MoS may approve or reject such proposal within 14 (fourteen) days of receipt thereof in terms of the provisions of the RFP.

In case the proposal is rejected, the PMUs may propose an alternative person for the MoS's consideration. In the event the MoS does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the MoS.

7.15 Substitution of Key Personnel of PMUs :

i) MoS will not consider substitution of any of the PMUs except for reasons of any incapacity, death, due to health or resignation or any reason beyond the reasonable control of PMUs. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of MoS.

ii) For the substitution within 6 months of deployment of PMUs:

As a condition to such substitution, a sum equal to 60% of the monthly remuneration specified for the PMUs be imposed as one time damages on the PMUs and not as penalty to the PMUs.

iii) For the substitution within 6 to 12 months of deployment of original PMUs:

As a condition to such substitution, a sum equal to 30% of the monthly remuneration specified for the PMUs shall be imposed as agreed one time damages on the PMUs and not as penalty to the PMUs.

iii) No deduction shall be made if the original/substituted PMUs has completed 12 months of deployment.

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v) If the MoS finds that any of the PMU's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the MoS determine that such personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the PMUs shall, at the MoS's written request, provide a replacement. In the event that any of personnel is found by the MoS to be incompetent or incapable in discharging assigned duties, as per the direction of the MoS the PMUs shall provide equal or better replacement.

7.16 Working hours, overtime, leave, etc.

i) The PMUs shall have to work in MoS at Delhi at the working days/ hours as applicable to this Ministry at Delhi.

ii) The PMUs will be allowed a maximum of 18 leaves in a year (1.5 leave per completed calendar month). In case of more than 1.5 leaves per completed calendar month, a temporary suitable replacement must be proposed and provided. In case of failure to provide a suitable replacement by PMC, amount corresponding to number of days of absence of PMU's personnel shall be deducted from the month's bill. The PMUs shall also be entitled to get holidays as per MoS' holiday list. However in case the MoS instructs to be present on any day in MoS office, the Key Personnel/ Other Personnel will have to be present irrespective of holiday. In case of absence of PMU' s personnel of more than 18 days, payment corresponding to number of days of absence over and above 18 days shall be deducted by deriving man-day rate considering 22 working days in a month.

iii) The above entitlement of leaves will not be assumed as a right of a resource. Each resource is required to get his/her leave approved from the officer of the Ministry in advance.

iv) If any of the PMUs are being deputed by the PMC for internal training in their organization or assessment, the duration being more than 3 days, a suitable replacement must be provided for that duration. In case of failure to do so, payment shall be deducted as laid out in above para.

v) The PMUs shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the above, and the PMU's remuneration shall be deemed to cover these items.

vi) Any leave in respect of Project Leader will be granted subject to prior approval of MoS. Any taking of leave by Team Member for a period exceeding 3 (three) days shall be subject to the prior approval of the MoS, and the PMUs shall ensure that any absence on leave will not delay the progress and quality of the Services.

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vii) The person designated as the Team Leader of the PMUs shall be responsible for the coordinated, timely and efficient functioning of all the personnel. He shall be responsible for day-to-day performance of the Services. The PMUs shall work as per the work program of the MoS. In this context in case work plan of the PMUs needs suitable modifications, the same shall be carried out and submitted to the MoS for consideration. The PMUs hours of work normally shall match with that of MoS' activities on this job. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of the completion of assigned work.

viii) Work from Home (WFH) shall not be normally allowed except in case of lockdown of the region in which MoS office at Delhi is situated or the residence of PMUs at Delhi NCR.

ix) No TA/DA shall be admissible for attending meetings in NCR. For any out station visit, the reimbursement for flight/hotels/TA/DA shall be admissible as per entitlement equivalent to Section Officer in Pay Level-10.

7.17 Payment to the PMC shall be made as per the Payment schedule. Remuneration for the Personnel shall be determined on the basis of the Deployment Schedule and days actually spent as deployed by such Personnel in the performance of the services from effective date. Remuneration for periods of less than one month shall be calculated on a calendar day basis for the period deployed for part of the month.

#### **8. Duration of engagement**

The selected PMC shall be engaged for a period of one year (12 months) from the issuance of the contract. This will be extendable upto 2 years (one year at a time) based on requirement and performance on same terms, conditions and rate.

#### **9. Deliverables and Outcomes**

i. The PMC will be responsible for overall assistance in development and implementation of action plans (if necessary) related to all activities of the PMUs. This includes providing technical inputs and coordination and making efforts to support MoS to drive towards definite outcomes.

ii. The PMC through PMUs will support MoS in preparation of background notes, power point presentations, concept notes, for the subjects handled by the PMUs, minutes and records of discussions for all the related meetings/ events/ consultations and related engagements and background research if and when required on the identified themes including but not limited to Focus Areas as mentioned in Para 4 above.

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- iii. The PMC through the PMUs will prepare model proposals/agendas/notes/write-ups/action taken reports/ Power Point Presentations and necessary follow ups/progress reports/ excel based progress trackers, etc. for the consideration of various stakeholders in close coordination with the Divisions concerned and select national & international organizations. For this purpose, the PMC will identify data sources and other reference material and work on those.
- iv. The PMC through the PMUs will provide domain support for inputs on key thematic areas, including but not limited to Focus areas as mentioned in para 4 above.
- v. The PMC through PMUs at MoS will assist in conducting Stakeholder Consultation meetings/workshops/seminars, assistance in planning and organizing all meetings with stakeholders as and when required with National and International agencies and with select line ministries/agencies involved in the technical side and in drafting and finalizing various outcome documents. Post the meeting/ consultations, the PMC shall provide detailed Minutes of Meetings/ Recordings/ including any key Action Points discussed as a way forward.
- vi. The PMC through PMUs will assist in development of action plans related to Focus Areas as mentioned in para 4 above and issues by working in tandem with identified national & international organizations for the same.
- vii. The PMC through the PMUs will identify and map best available practices and challenges including:
  - a. Highlighting the successes with a view to facilitate replication.
  - b. Identifying opportunities for collaboration with countries where the activities related to the Focus Areas, as mentioned in Para 4 above or other related topics have been mainstreamed.
  - c. Identifying policies and measures that could stimulate investments in all the identified areas, and all the other related aspects.
  - d. Identifying key successes and barriers in India's flagship programs relevant identified areas. Identifying opportunities and recommendations to overcome the existing barriers based on experience of other countries.
- viii. The PMC through PMUs will be responsible for providing assistance to MoS for organizing workshops/webinars.
- ix. The PMC through PMUs will undertake necessary research on the areas covered related to national and international negotiations and present position for synergy and harmonization in implementation.
- x. The PMC through PMUs will be responsible for providing assistance in planning and operationalizing awareness, capacity, and outreach related activities.

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xi. The PMC should maintain all relevant records and correspondence and update them from time to time under the guidance of MoS. PMC through PMUs shall provide assistance in monitoring, tracking & reviewing all the progress related to studies, meetings, events/ partnerships/ policy inputs and required outputs.

xii. The PMC will provide monthly report on the work done so that the payment installments may be considered. The format for the monthly report will be defined.

xiii. The PMC through PMUs will carry out all activities as outlined in Scope of Work at para 5 above.

xiv. Assistance in initiating collaborations, partnerships, and engagements under the programmes as part of the PMUs such as assistance in development of relevant documents and methodologies including technology-based reports to promote technologies, setting up pilot experiments and assisting business model development, as required.

xv. To assist in revising and preparing replies/ inputs/ and related materials regarding all types of documents emerging from national and international consultations/ meetings in related activities as well as those of interest to the MoS.

xvi. The PMC will provide all the services including technical and managerial for successful running of PMUs to achieve its intended objectives and desired outcomes.

#### 10. Payment Schedule

i) The PMC's payments will be linked to satisfactory completion of contractual deliverables to be paid monthly as per the distribution and frequency of activities in the 12 months duration of the contract. Payment would be made in 12 equal monthly installments at the end of every month from the start date.

ii) The tasks assigned to each resource may be re-assigned on need basis.

iii) The tasks enumerated in the Scope of work are of indicative nature and additional responsibilities may be assigned by the MoS based on emergent requirements.

iv) The payment shall be released only after acceptance of the required work detailed in the RFP Document against the corresponding deliverable.

v) The vendor will submit invoice of monthly payments before the Ministry of Steel, Govt. of India. The respective PMU (Project Management Unit) of Ministry of Steel will give a Note of Satisfaction for the work rendered by the vendor and MoS, D I Steel will send JPC an advice for payment. JPC on receiving the advice from the Ministry of Steel will pursue the process of releasing payment.

The Bidder has to quote price excluding GST while making financial offer in bid. However, GST has to be quoted separately as per the prevailing rates.

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vi) For facilitating Electronic transfer of funds the selected PMC 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 PMC.

After being selected, the vendor should forward bank details, copy of PAN Card & GST details.

vii) Currency: The price is payable in local currency i.e., Indian Rupees (INR).

viii) There may be a change in priorities from time to time. The PMUs will be expected to work in an agile manner to mould the PMC rapidly and change course if the context and the priorities happen to change. Any modification of the terms and conditions, including any modification of the scope of the Services, may only be made by mutual agreement between the Parties. If any additional Scope of Work is required to be added in the contract, the same would be done by mutual agreement and on pro-rata basis depending on additional time and resources required.

ix) Duration of the assignment: The PMUs should be ready to start its work within fifteen days of award of the contract. In case of failure of PMUs to deliver as per expectation and scope of activities, relevant clauses of penalty/ liquidated damages as mentioned in the RFP shall be applicable. However, MoS reserves the right to waive off the penalty and grant further time (hereby called as grace extension) to the PMC to complete initial deliverables in case the MoS is of the opinion that delay is not attributable to the Consulting agency. It may be noted that no additional payment will be made whatsoever for the period of grace extension.

x) MoS has the right to modify its need (increase/decrease) for the number of resources employed in any of the PMUs with 15 days notice. Payment for addition and deletion of number of resources will be made on pro-rata basis i.e. total rate divided by the number of team members.

xi) Mode of Billing and Payment : Billing and payments in respect of the Services shall be made as follows:

- a. As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the PMC shall submit to the MoS, induplicate, itemized statements, and other appropriate supporting materials, of the amounts payable for such month.
- b. The MoS shall cause the payment of the PMC periodically as given in schedule of payment above as per the actual deployment and along with any deduction/reduction in terms of the provisions of this RFP within thirty (30) days after the receipt by the MoS of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and payment payable to the PMC, the MoS may add or subtract the difference from any subsequent payments. Periodic payment preferably monthly basis to PMC as mentioned above will be subject to approval of monthly report by MoS related to achievement of objective mentioned in the TOR.

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- c. The payment for amounts against the Reimbursable Costs as per financial bid approved for the reimbursement of expenses shall be limited to the amounts indicated in the financial bid. Along with the monthly bills against the deployment as above, the PMC shall submit to the MoS, in original and a duplicate copy, itemized statements accompanied by receipted GST invoices, vouchers and other appropriate supporting materials of the amounts payable to the PMC for such month.
- d. The final payment under the PMC services shall be made only after the final report and a final statement, identified as such, shall have been submitted by the PMC and approved as satisfactory by the MoS. The PMU services shall be deemed completed and finally accepted by the MoS and the final report and final statement shall be deemed approved by the MoS as satisfactory within Forty Five (45) calendar days after receipt of the final report and final statement by the MoS unless the MoS, within such Forty Five (45) day period, gives written notice to the PMC specifying in detail deficiencies in the PMU services, the final report or final statement. The PMC shall there upon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the MoS has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the PMC to the MoS within 30 (thirty) days after receipt by the PMC of notice thereof. Any such claim by the PMC for reimbursement must be made within 12 (twelve) calendar months after receipt by the MoS of a final report and a final statement approved by the MoS in accordance with the above.
- e. Final payment will be released on recommendation of Ministry of Steel and NOC from all PMUs.

#### 11. Amendment of RFP Documents

At any time before the submission of proposals, the RFP may be amended by issuing an addendum by standard electronic means. The addendum shall be open to all the agencies and shall be binding on them to give bidders reasonable time in which to take an amendment into account in their proposals the ministry may, if the amendment is substantial, extend the deadline for the submission of proposals.

#### 12. Conflict of Interest

- I. Ministry requires that the selected PMC provide professional, objective, and impartial advice and at all times hold the Ministry's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

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II. Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

a. Conflicting activities :

A PMC firm that has been engaged by the Ministry to provide goods, works or Assignment/job other than Consulting Assignment/job for a project and any of its affiliates, shall be disqualified from providing Consulting Assignment/ job related to those goods, works or Assignment/job. Conversely, a firm hired to provide Consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than Consulting Assignment/job resulting from or directly related to the firm's Consulting Assignment/job for such preparation or implementation.

b. Conflicting Assignment/job: A Bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Bidder to be executed for the same or for another Employer.

c. Conflicting relationships: A Bidder (including its Personnel) that has a business or family relationship with a member of the Ministry's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Ministry throughout the selection process and the execution of the Contract.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Ministry, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided in the RFP. If the Bidder fails to disclose said situations and if the Ministry comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

No Bidder or current employees of the Ministry shall work as PMCs under their own ministries, departments or agencies.

### 13. Unfair Advantage

If a Bidder could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 12 above, the Ministry shall make available to all Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

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#### 14. The Proposal

##### a. No. of Proposals

Bidders shall submit one proposal only to be selected as PMC. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

##### b. Preparation of Proposals

- i. The proposal as well as all related correspondence exchanged by the Bidders and the MoS/JPC, shall be written in English language, unless specified otherwise.
- ii. In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of the Proposal.
- iii. Depending on the nature of the Assignment/job, Bidders are required to submit a Technical Proposal (TP) in forms provided in this RFP as well as financial proposal separately. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.

Submission of Tenders should be in 3 (three) sealed envelopes addressed to DGM (DB&AS) I/C & I/C (HR&A), Joint Plant Committee, Regional Office, 301-306, Aurobindo Place, Hauz Khas, New Delhi – 110 016.

Envelope I : Submission of EMD – This envelope will contain the Earnest Money Deposit (EMD) of Rs.5,00,000/- in the form of Demand Draft (DD). Details in I) Earnest Money Deposit

Receipt for Rs.500/- : In case the tender documents are downloaded from JPC website, demand draft drawn on any Scheduled Commercial Bank except Gramin Bank/ Co-operative Bank drawn in favour of "JOINT PLANT COMMITTEE" payable at Kolkata for Rs.500/- (Rupees five hundred only) has to be enclosed with the EMD towards purchase of tender documents. If the tender is purchased from the office of JPC, the receipt should be enclosed with the EMD.

Envelope II : Technical Proposal – This envelope will include all the documents relating to the technical parameters included in the RFP. Submission of letter for technical proposal should be in the format of TP – 1 given in the RFP. This will also be sealed and addressed to DGM (DB&AS) I/C & I/C (HR&A), Joint Plant Committee.

Envelope III : Financial proposal – this envelope will contain the Price Bid. Submission of letter for Financial Proposal should be in the format of FP – 1 given in the RFP. The following may be noted :-

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The Financial Proposal must contain only the Price Bid in the prescribed Format given in Form FP – 2 along with all the details therein. The participating agencies should quote price after taking all aspects into consideration. Rates quoted should be firm and all inclusive for carrying out activities as detailed in the scope of work. Rates shall be quoted in words and in figures. If the rates differ in words and figures, the lower of two will be accepted.

All the above three envelopes must be inserted in a bigger envelope together, sealed and addressed to DGM (DB&AS) I/C & I/C (HR&A), Joint Plant Committee, Regional Office, 301-306, Aurobindo Place, Hauz Khas, New Delhi – 110 016. Mention must also be made of the Tender No., Name & Date.

- I) **Earnest Money Deposit** : Rs. 5,00,000/- (Rupees five lakhs only) in the form of Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata. This needs to be deposited in a separate envelope along with the Technical and Commercial Bids. In case of non-submission of EMD, in a separate envelope, the Technical Bid of the concerned vendor will not be opened and hence cancelled (Details of EMD in section entitled 'Submission of Tender'). If the participating vendor, after submitting his tender, refuses to honor his offer or modifies the terms and conditions thereof in a manner not acceptable to Ministry of Steel, the Earnest Money shall be liable to be forfeited. Earnest Money Deposit will be returned to the unsuccessful 'participants' within 30 days of opening of bids. Should an Invitation to Tender be withdrawn or cancelled by MoS/JPC, which it shall have the right to do at any time, the Earnest Money will be returned to the participating vendor. Earnest Money Deposit of the successful vendor will be retained as Security Deposit. The earnest money is non-interest bearing. The EMD shall be forfeited by JPC with the approval and advice of MoS in the following events :

- a) If proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- b) If the Proposal is varied or modified in a manner not acceptable to the Ministry after opening of Proposal during the validity period or any extension thereof.
- c) If the Bidder tries to influence the evaluation process.
- d) If the first ranked Bidder withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

## II) Technical proposal

Submission of the wrong type of Technical Proposal shall result in the Proposal being deemed non-responsive. The technical bid will be rejected in such cases. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms given in this RFP. Form TP-1 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

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i. Assignment/jobs

A list of jobs assignments completed must be submitted as per the attached format. Bidders must be prepared to substantiate the claimed experience along with a certified by the authorized signatory of the firm. Assignments / Jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates but may be claimed by the Professional staff themselves in their CVs..

ii. Description of the approach, methodology and work plan

A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects should be included in the technical proposal; this includes technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of the Technical Proposals is provided under Form TP-3 of this RFP. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.

iii. CVs of the Professional staff

CVs of the Professional staff as mentioned above signed by the staff themselves or by the duly authorized representative of the Professional Staff (Form TP-4 of this RFP).

III) Financial Proposal

The Financial Proposal shall be prepared using the attached Standard Forms given in this RFP. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

a) Proposal Validity

The proposal shall be valid for 60 days (sixty days only) from the date of opening of the proposal.

b) Taxes

The Bidder shall fully familiarize himself/herself about the applicable Domestic taxes [such as Goods and Service Tax (GST), income taxes, fees, levies, etc] on amount payable by JPC with approval of MoS under the contract. All such taxes must be included by the Bidder in the financial proposal.

**15. Security Deposit**

The successful bidder shall have to submit in response to the LOI issued by Joint Plant Committee the Security Deposit of 3% of the total work value of the project awarded in the form of DD/Pay Order drawn in favour of Joint Plant Committee payable at Kolkata. Security Deposit is non-interest bearing.

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## 16. Submission, Receipt and Opening of Proposal

- i) The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TP-1 & FP-1 given in the RFP. All documents submitted towards Technical Proposal or Financial Proposal must be signed and stamped by the bidder as an indication that the tender has been accepted by the participant.
- ii) An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

## 17. Proposal Evaluation

- i. From the time the proposals are opened to the time of contract is awarded, the Bidders should not contact the Selection Committee on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the Selection Committee in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the Bidder proposal.
- ii. MoS & JPC officials with approval of MoS will constitute a selection Committee which will carry out the entire evaluation process.
- iii. Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- iv. The Selection Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria specified in the RFP Terms and Conditions.
- v. Financial proposals of only those Bidders who are technically qualified shall be opened and evaluated by the said Selection Committee.

## 18. Technical Negotiations

- a. Technical negotiations may include a discussion of the Technical Proposal, along with a presentation, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to improve the Terms of Reference. During the interview, the Ministry of Steel and the Bidders shall finalize the Terms of Reference, staffing Schedule, work schedule, logistics and reporting. These documents will then be incorporated in the contract.

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- b. Availability of Professional/Staff/expert: Ministry of Steel will require assurances that the Professional staff shall be available.

### 19. Award of Contract

After finalization of selection process, JPC with approval of MoS shall issue a letter of intent (LOI) to the selected agency. The selected agency will submit the Security Deposit advised to be paid by JPC through its issuance of the LOI.

### 20. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the MoS, Govt. of India's antifraud and corruption policy.

### 21. Evaluation criteria

#### i.) Minimum Qualification (Eligibility) Criteria

As part of the evaluation, the Qualification Proposals submitted should fulfill the Minimum Qualification Criteria. In case a Bidder does not fulfill the Minimum Qualification Criteria, the Proposal of such a Bidder will not be evaluated further.

Sl. No	Topic	Eligibility Criteria
1.	Registration	Bidder should be a public limited company / private limited company / Limited Liability Partnership/ government organization / any organization with government stake / PSU / CPSU / Section 8 Company / Industry Chamber may apply in India. Relevant documentary proof should be submitted.
2.	Blacklisting	Bidder should not be black listed by any Central /State Government / Public Sector Undertaking in India. Undertaking by bidder should be submitted.
3.	Annual turnover	The bidder should have minimum average annual turnover of INR 200 (Two Hundred) crores from Consulting Services during the last three (3) audited financial Years (2021-22, 2022-23, 2023-24). A Certificate of Chartered Accountant should be submitted.

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**List of Documents**

- i. Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal
- ii. Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Signing Authority of the Bidder shall self-certify if the firm has done assignments on non-disclosure agreements.
- iii. Registration Certificate.
- iv. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- v. Gross Annual Revenue (audited annual account) from consultancy during last five years.
- vi. An undertaking stating that Bidder is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vii. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- viii. A Certificate of Chartered Accountant for average annual turnover.
- ix. A Certificate for Firm Financial Stability..
- x. A Certificate for Firm Experience.
- xi. Certificates and Case Study documents for Sectoral Experience

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## ii.) Technical Evaluation Criteria

The Selection Committee appointed by the MoS will carry out the evaluation of proposals based on the following evaluation criteria and point system. If required, the MoS may seek specific clarifications from any or all Bidder(s). Each evaluated Proposal will be given a technical score as detailed below. The total marks against which the Bidder's submission will be evaluated is 100.

No	Topic	Technical Evaluation Criteria	Marking Criteria	Max Marks
1: Firm Financial Stability	Annual Turn Over	The bidder should have minimum average annual turnover of INR 200 (Two Hundred crores) from Consulting Services during the last three (3) audited financial Years (2021-22, 2022-23, 2023-24). A Certificate of Chartered Accountant should be submitted.	marks = $0.0125 X + 7.5$ where X = Average Turnover in Crores  Subject to maximum limit of 20 marks for turnover of 1000 crore or above.	20
2: Firm Experience:	Year of Experience of Firm (As per Form TP-2) in Scope of Work	The PMC should have minimum 7 years of experience in providing assistance in preparing documents, reports, presentations, coordination of meetings, engagements and consultations, undertaking research, evaluation etc. related to the scope of work as defined in this bid document.  The PMC should also have experience in directly providing services to the Ministries / Departments / Indian Public Sector organizations / Enterprises / Undertakings or large private enterprises through at least 1 assignment.	marks = $1.25 X - 3.75$  where X = no. of years of experience.  Subject to maximum limit of 15 marks for experience of 15 years or above.	15



<p>3: Sectoral Experience</p>	<p>Experience of the selected PMC relevant to the Focus Area of this RFP. As per form TP-2</p>	<p>The PMC should have minimum 5 years of experience in activities related to focus areas for each of PMU1, PMU2 and PMU3, as mentioned in Para 4 of this RFP, at national and international levels working independently.</p> <p>The Bidder should submit a maximum 2000-word write-up for each case study highlighting the context and complexity of the project, key design challenges faced, stakeholders managed, key deliverables and outcomes achieved.</p>	<p><u>PMU1 and PMU3:</u> marks = <math>0.4 X + 1</math> where X = no. of years of experience</p> <p>Subject to maximum limit of 7 marks per PMU for experience of 15 years or above</p> <p><u>PMU2:</u> marks = <math>0.3 X + 1.5</math> where X = no. of years of experience</p> <p>Subject to maximum limit of 6 marks per PMU for experience of 15 years or above</p>	<p>20 (7 +6+7)</p>
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<p>4: Team Experience</p>	<p>4A: Project Leader qualification and competence for the assignment  (TP-4)</p>	<p>Evaluation will be based on the CVs of the key personnel submitted as part of the Technical Response – relevant experience and academic qualifications will be considered.</p> <p>Project Leaders ( Total 3 – 1 for each PMU)</p> <ul style="list-style-type: none"> <li>• Must have atleast 10 years of work experience.</li> <li>• Must have relevant experience in the area of domain expertise as defined in focus areas of each PMU.</li> <li>• Must have led engagements with Government entities/initiatives in project/programme management.</li> </ul> <p>The PL will be assessed on the basis of the relevance and length of the past experience in area of domain expertise as defined in focus areas of each PMU, leadership engagements in the past and interactions during the Bidder's presentation.</p> <p>They will be evaluated separately for each PMU, with max of 3 marks each.</p>	<p><u>PMU 1:</u>  Maximum 4 marks for Project Leader</p> <p><u>PMU 2 and PMU 3:</u>  Maximum 3 marks for each Project Leader</p>	<p>10 (4+3+3)</p>
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	<p>4B: Team Member qualification and competence for the assignment</p>	<p>Team Members ( Total 10)</p> <ul style="list-style-type: none"> <li>• Must have atleast 5 years of work experience.</li> <li>• Desirable to have relevant experience in the area of domain expertise as defined in focus areas of each PMU.</li> <li>• The TM will be assessed on the basis of the relevance and length of the past experience in area of domain expertise as defined in focus areas of each PMU and interactions during the Bidder's presentation.</li> </ul>	<p>Maximum 2 marks for each Team Member</p>	<p>20 (10 x 2)</p>
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5: Presentation	Adequacy and quality of the proposal in response to the scope of work outlined in this RFP (Quality of the technical submission)	<p>Evaluation will be based on the quality of the technical submission and a brief presentation to selection committee.</p> <p>The Bidder must submit proposed approach in focus areas for execution of the scope of work given in this RFP as per form TP-3, covering following aspects:</p> <ol style="list-style-type: none"> <li>1. Technical Approach and Methodology,</li> <li>2. Organization and Staffing,</li> <li>3. Context in which the Ministry operates,</li> <li>4. The requirements of each PMU,</li> <li>5. Demonstration of successfully working with ministries/departments/public enterprises,</li> <li>6. Understanding of global best available practices and implications for MoS,</li> <li>7. Execution approach and methodology for the current assignment</li> <li>8. Deliverables and work-plan.</li> </ol> <p>The presentation should be made by the team including PL, whose CV has been shared.</p>	Based on the quality and depth of the proposal.	15
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### iii.) Composite Bid Evaluation Methodology

Evaluation of Bids shall be done under combined quality-cum-cost based system (QCBS). Under this system, the Technical Bid evaluation, i.e. Part-I, shall be allotted weightage of 70% while the Price Bid evaluation shall be allotted the weightage of 30%. The Bidder scoring the highest combined score will be declared H-1. The detailed methodology is described below.

The Selection Committee appointed by MoS will carry out the technical evaluation of proposals based on the following evaluation criteria and points system. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation is concluded. Each evaluated proposal will be given a technical score.

The minimum criteria for Technical qualification would be as follows:

7. Minimum qualifying Technical marks to be obtained: 70 marks out of 100 marks as detailed above (pre-normalized).
8. Financial bid shall be opened for Technically qualified Bidders who score 70 marks and above (pre-normalized).

#### Normalization of technical bid scores

The Bidder with highest technical marks would be taken as the base / reference for arriving at Technical Score for each technically qualified Bidder. The Technical Score for the Bidder with highest Technical Marks (out of 100) would be taken as 70 and the Technical Score for other technically qualified Bidders will be scaled proportionally. The following example illustrates the proposed methodology for arriving at Technical Score of the Bidders:

Proposal	Technical marks (assumed)	Technical Score
A	96/100	$70 \times 96/96 = 70.00$
B	90/100	$70 \times 90/96 = 65.62$
C	70/100	$70 \times 70/96 = 51.04$

The Price Bid shall be opened for technically qualified Bidders only. The following methodology shall be adopted for evaluation of quoted price of Bidders who qualify in the technical bid evaluation.

#### Normalization of financial bid scores

The minimum quoted price among the technically qualified bids will be taken as base/reference rate for arriving at the evaluated marks for each qualified Bidder. The evaluated marks for the lowest priced Bidder in Price Bid shall be 30. The following example illustrates the proposed methodology for arriving at the Financial Score of the PMCs:

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Proposal	Quoted rate (assumed)	Financial Score
A	INR 12 Cr	$30 \times 08/12 = 20.00$
B	INR 10 Cr	$30 \times 08/10 = 24.00$
C	INR 08 Cr	$30 \times 08/08 = 30.00$

The sum of the normalized Technical Score and the normalized Financial Score as detailed above shall be the Total score for the Bidders. The Bidder with the highest Total Score shall be declared H1.

## 22. General Terms & Conditions

- i. Material / data provided for the activities are confidential in nature. The Bidder shall not share the data with any person without written permission of MoS. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the Bidder along with Technical Proposal.
- ii. At the time of submission of bid, the Bidder has to ensure that each page is duly signed by the Bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- iii. The Bidder should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- iv. Rates quoted shall remain firm till completion of works. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of assignment.
- v. Manpower costing shall be done for 12 months, and costs calculated accordingly. So, the total financial cost shall be reflective of 13 persons x 12 months i.e., 156 person months.
- vi. The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- vii. The Bidder must be registered under relevant Laws/Acts of the country.
- viii. In case of any dispute arising, the decision of the Ministry of Steel will be final.
- ix. Even though Bidders satisfy the necessary requirements they are subject to disqualification if they have:
  - a. Made untrue or false representation in the form, statements required in the application document.
  - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

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- x. Right to accept or reject any or all proposals :
- a. Notwithstanding anything contained in this document, the JPC with approval MoS reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - b. The JPC with the advice of MoS reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Bidder does not provide, within the time specified by the Ministry of Steel, the supplemental information sought by the Ministry of Steel for evaluation of the Proposal. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Ministry of Steel reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Ministry of Steel, including annulment of the Selection Process. This selection of the next best bidder must be subject to lower financial outflow as compared to the best bidder, who gets disqualified/rejected.

### 23. Intellectual Property Rights

23.1 MoS shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes, products, software, specifications, reports, drawings and other documents which have been developed by the consulting agency during the performance of Services and for the purposes of transfer, inter-alia use or sub-license of such Services under this Contract. The agency undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to MoS and execute all such agreements / documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of MoS. Ownership of intellectual property in usage of pre-existing material of the party shall continue to be with the respective party.

23.2 The Agency shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep MoS indemnified under all circumstances against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Agency during the course of performance of the Services.

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## 24. Termination

24.1 Without prejudice to the succeeding provision of this clause, the Contract shall stand terminated after the PMU has rendered all the services to the satisfaction of the MoS and the same are accepted by MoS.

24.2 The JPC with the approval of MoS may, by giving notice in writing, immediately terminate this Agreement if the PMC or any of the PMU's personnel:

24.2.1 Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the PMC within ten days of receipt of a notice from JPC with approval of MoS specifying the breach and requiring its remedy.

24.2.2 Having remedied the breach referred to in sub-paragraph 24.2.1 further breaches the terms of the Agreement on two or more occasions.

24.2.3 Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by MoS of any Confidential Information.

24.2.4 Commits any offence under the Prevention of Corruption Act 1988.

24.2.5 Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning.

24.2.6 Is guilty of delay in commencement of services or delay in performance of its contractual obligations.

24.3 If in the opinion of the MoS, PMC becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them, JPC with approval of the MoS shall be entitled to terminate this Agreement by notice to the PMC. The PMC shall immediately notify the MoS should it be in jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.

24.4 Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.

24.5 JPC with the advice of the MoS also reserves the right to short close the Agreement or part thereof any time. No compensation shall be payable beyond the services payable as per Payment Schedule.

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24.6 By the PMC

24.6.1 The PMC may, by not less than 30 (thirty) day's written notice to the MoS/JPC, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if :

- a) The Ministry of Steel/Joint Plant Committee fails to pay any money due to the PMC pursuant to this Agreement and not subject to dispute within 60 (sixty) days after receiving written notice from the PMC that such payment is overdue; or
- b) as the result of Force Majeure, the PMC is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;

25. **Amendment/ Waiver of Contract**

No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the parties and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

26. **Liability of Bidder to the Client and Insurance**

26.1 The PMC's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The PMC shall, subject to the limitation specified in this Clause 26.1, be liable to the MoS for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. Except in case of negligence and /or wilful misconduct on the part of the PMC or on the part of any person acting on behalf of the PMC in carrying out the Services, with respect to damage caused by the PMC to the MoS, shall not be liable to the vendor for any indirect or consequential loss or damage; and for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the PMC hereunder, or (B) the proceeds the PMC may be entitled to receive from any insurance maintained by the PMC to cover such a liability, whichever of (A) or (B) is higher.

26.2 Insurance to be taken out by the PMC

- a) The PMC shall for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the vendor, insurance against the risks, and for the coverages, as shall be specified in the Agreement and in accordance with good industry practice.
- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the PMC shall furnish to the vendor, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

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- c) If the PMC fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, Ministry of Steel shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Ministry of Steel, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the PMC, and the PMC shall be liable to pay such amounts on demand by the Ministry of Steel.
- d) Except in case of Third-Party liabilities, the insurance policies so procured shall mention the Ministry of Steel as the beneficiary of the PMC and the PMC shall procure an undertaking from the insurance company in this regard.
- e) JPC will have no responsibility and will not be liable for any accidents of the workforce deployed by the vendor at the Ministry of Steel, Govt. of India, New Delhi.

26.3 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a. Third Party liability insurance as required under Applicable Laws.
- b. Third Party motor vehicle liability insurance as required under Motor Vehicle Act, 1988, in respect of motor vehicles operated in India by the PMC or their personnel, for the period of Consultancy.
- c. Third Party liability insurance with a minimum coverage of Rs. 50 Lakhs for the period of this Agreement
- d. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount as per this Agreement. The PMC may submit the copy of the Global Indemnity Insurance with endorsement copy which certifies that this consultancy work has been included in the Global Indemnity Insurance.
- e. Employer's liability and workers' compensation insurance in respect of the personnel of the PMC, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the Effective Date and remain effective as per relevant requirements of the Agreement

## 27. Confidential Information

27.1 The PMC agrees to treat all confidential information of MoS as secret and confidential at all times.

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27.2 The PMC shall not, save for in situations falling under Clause.27.3 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the PMC shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The PMC agrees that the confidential information will not be disclosed by it or its personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause shall survive the termination of this Agreement.

27.3 Without prejudice to Clauses 27.1 and 27.2 the PMC may disclose confidential information to only those of its personnel who need to know it in order to provide the Service. However, in doing so the PMC shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.

27.4 In the event any confidential information is disclosed by the PMC or any of its personnel, MoS will have the right to take action against the PMC under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the PMC and its personnel.

27.5 On termination of this Agreement (however such termination may arise) the PMC shall deliver to the MoS all working papers, computer disks and tapes or other material and copies provided to the PMC by MoS pursuant either to this Agreement or to any previous obligation owned to the MoS regarding the Project.

## 28. Disputes

28.1 Any disputes which may arise as to the terms of this contract will be dealt with in accordance with the provision of Clause 28.

28.2 If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior officials or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.

28.3 If notwithstanding any steps taken by the parties pursuant to paragraph 28.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter shall be resolved through reconciliation. All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the PMC to the MoS through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the MoS. MoS shall,

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within 30 days after receipt of the PMC's "Notice of Dispute", notify the name of conciliator(s) to the PMC. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by the MoS representative, PMC and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties. The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

#### 28.4

- i. In case MoS is of the view that PMU's personnel performance is not satisfactory, JPC with advice of MoS may instruct the PMC to remove the personnel from the work and the PMC has to comply with the above instructions with due promptness. PMC shall intimate the actual date of discontinuation of its personnel to the MoS. No claim of PMC whatsoever on this account shall be entertained by the MoS and this shall be deemed as 'excepted matter' (matter not arbitrable).
- ii. **Illegal Gratification:** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the PMC or his partner or agent or servant or anyone on his behalf, to any officer or employee of the MoS or to any person on his behalf in relation to obtaining or execution of this or any other contract with the MoS shall, in addition to any criminal liability which he may incur, subject PMC to the rescission of the contract and all other contracts with the MoS and to the payment of any loss or damage resulting from such decision and the MoS shall be entitled to deduct the amounts so payable from the PMC's bills/Security Deposit or any other dues of the PMC with the Government of India.
- iii. **Signing of "No Claim" Certificate:** The PMC shall not be entitled to make any claim whatsoever against the MoS under or by virtue of or arising out of this contract, nor shall MoS entertain or consider any such claim, if made by the PMC, after he shall have signed a "No Claim" Certificate in favour of the MoS.

**28.5 Arbitration:** If notwithstanding any steps taken by the parties pursuant to Clause 28.3 the dispute remains unresolved within the time period, then the dispute shall be subject to arbitration process as per the Settlement of Disputes Act, 2015.

**28.5.1 Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the MoS, continue during the arbitration proceedings, and no payment due or payable by the MoS shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

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29. **PMC's work on the PMU to be the property of MoS :**

29.1 All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of MoS and shall be used by MoS as deemed fit. Soft copies of deliverables shall also be furnished as required by MoS. All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the PMUs and communicated to the MoS in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the MoS and may be made available to the general public at its sole discretion. The PMU may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the MoS but shall not use the same for any purpose unrelated to the Services without the prior written approval of the MoS.

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

29.3 The PMUs shall, not later than termination or expiration of this Contract, deliver all PMU Documents to the MoS, together with a detailed inventory thereof. The PMUs may retain a copy of such PMU Documents. The PMUs or its personnel or a Third Party shall not use these PMU Documents for purposes unrelated to this Contract without the prior written approval of the MoS.

29.4 PMUs shall hold the MoS harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such PMU Documents, or due to any breach or failure on part of the vendor or its personnel or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the MoS.

30. **Fraud and Corrupt Practices**

- i. 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 document, the Ministry of Steel shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in

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the Selection Process. In such an event, the Ministry of Steel shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Ministry of Steel for, *inter alia*, time, cost and effort of the Ministry of Steel, in regard to this document, including consideration and evaluation of such Bidder's Proposal.

- ii. Without prejudice to the rights of the Ministry of Steel herein above and the rights and remedies which the Ministry of Steel may have under the LOA or the Agreement, if a Bidder, as the case may be, is found by the Ministry of Steel to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Ministry of Steel during a period of three years from the date such Bidder or Bidder, as the case may be, is found by the Ministry of Steel 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.

### 31. Technical Proposal-Standard Forms

Form TP 1: Letter of Proposal submission

Form TP 2: Bidder's organization & experience

Form TP 3: Approach & Methodology

Form TP 4: Curriculum Vitae

Form TP 5: Information regarding any conflicting activities and declaration thereof.

### 32. Financial Proposal-Standard Forms

Form FP-1: Financial Proposal Submission Form

Form FP-2: Financial Proposal

Form FP-3: Breakdown of Remuneration to Resources

### 33. Technical Proposal-Other Undertakings

- i. An undertaking stating that Bidder/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.

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ii. Undertaking stating that:

“Team Lead/ Subject Matter Experts/ Support Consultants would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced persons will be inducted to carry out the assignment in case of award.”

iii. Undertaking stating that

‘I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial Authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public MoS nor have had any contract terminated by any public authority for breach on our part.’

iv. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

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Signature with Date  
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Name & Seal of the Firm/Company



**LETTER OF PROPOSAL SUBMISSION**

TO: [DGM (DB&AS)/I/c & I/c (HR&A), JPC, New Delhi]

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for "Engagement of a Project Management Consultancy to establish and operate Project Management Units (PMUs) in various Division of MoS, GOI to provide assistance including management and technical assistance on activities related to focus areas as mentioned in para 4 of the RFP in accordance with your Request for Proposal dated [9<sup>th</sup> October 2024] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope and requisite EMD and Financial Proposal submitted through physical mode only.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated bidder]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

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

Yours sincerely

**Authorized Signature [in full and initials];**

**Name and Title of Signature:**

**Name of bidder: Address :**

**Date:**

Signature with Date  
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**Bidder's Organization and Experience**

## 1. Bidder's Organization

[Provide here a brief description of the background and organization of your organization/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the Bidder, objectives of the Bidder etc.]

## 2. Bidder's Experience

[Using the format below, provide information on each Assignment/job for which your firm was legally contracted either individually as a corporate entity for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job .

## 3. Organizational Experience

Sl. No.	Name of Entity with complete communication address.	Order No. and Date	Scope of Consultancy work	Focus Area of Assignments	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion along with period of assignments	Person/ Project Authority who could be contacted for further information.

## 4. Skill &amp; Competencies &amp; Team Size

SL. No.	Name of the Project Leader/ Team Member	Qualification/ Professional qualification	No. of Years Experience	Details of Experience	Remarks

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**5. Gross Annual Revenue ( in INR crores)**

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2021-22			
2022-23			
2023-24			

( Seal & Signature of Bidder with Date)

Note : Please provide documentary evidence i.e. copy of work order, contract and completion certificate for each of the above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

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Description of Approach, Methodology and Work Plan for Performing the Assignment/Job

Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present Technical Proposal divided into the following three chapters:

- a. Technical Approach and Methodology,
- b. Organization and Staffing,
- c. Context in which the Ministry operates and the requirements of each PMU,
- d. Demonstration of successfully working with ministries/departments/public enterprises,
- e. Understanding of global best available practices and implications for MoS,
- f. Execution approach and methodology for the current assignment
- g. Deliverables and work-plan.

**Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the issues/problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

**Organization and Staffing:** The Bidder should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

Signature with Date  
Name & Designation  
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Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position:

[For each position of key professional separate form TP-5 will be prepared]:

2. Name of Bidder:

[Insert name of Bidder proposing the Staff]:

3. Name of Staff: [Insert full name]:

4. Date of birth:

5. Nationality :

6. Education :

[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations :

8. Other Training :

9. Countries of work experience :

[List countries where staff has worked in the last 15/10/4-6 years]:

10. Languages Known :

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment. This should cover dates of employment; name of employing organization; positions held; From [Year]: To [Year] Employer; Positions held].

12. Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment/Job]:

13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Signature with Date  
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[50]

Name of Assignment/job or project: Year:

Location: Employer:

Main project features: Positions held: Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

[Signature of authorized representative]

[Full name of authorized representative]

Date: Place :

Signature with Date  
Name & Designation  
Name & Seal of the Firm/Company



Information Regarding any Conflicting Activities and Declaration Thereof

Are there any activities carried out by your firm which are of conflicting nature as mentioned in this RFP, If yes, please furnish details of any such activities.

If no, please certify,

“We hereby declare that our firm is not indulged in any such activities which can be termed as the conflicting activities under this RFP. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.”

Authorized Signature [in full and initials]: Name and title of Signatory:

Name of Bidder:

Address:

Signature with Date  
Name & Designation  
Name & Seal of the Firm/Company



FINANCIAL PROPOSAL SUBMISSION FORM

(TO BE SUBMITTED BY THE BIDDER)

[Location, Date]

To: [DGM (DB&AS) I/C & I/C (HR&A), Regional Office, JPC, New Delhi]

Sir/Madam,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures]. This amount is inclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal indicated.

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

Yours Sincerely,

[Authorized Signature [in full and initials]: [Name and title of Signatory:]]

[Name of Firm:]

Address:

Signature with Date  
Name & Designation  
Name & Seal of the Firm/Company



## Financial Proposal

(To be filled by the bidder)

Sl. No.	Nature of Financial Proposal	Fees quoted	Taxes with particulars	Total
1.	Amount with respect to the Scope of Services w.r.t. all assignments for 12 months			
Rates quoted shall remain firm till completion of works. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of assignment. In case of any travel is anticipated and approved, the PMC should raise bills separately for reimbursables, which includes travel & stay.				
Grand Total				

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:

Address:

Signature with Date  
Name & Designation  
Name & Seal of the Firm/Company



## Breakdown of Remuneration to Resources

[This Form FP-3 shall only be used to assess payment to Agency/Firm which will be in proportion to the actual resources deployed and the monthly wages proposed for resources in FP-3. These rates may also be used for any possible addition/deletion of services requested by JPC on advice of MoS]

Sl. No.	Position	Monthly rates Proposed (In Rs.)
1	Project Leader	[Monthly Salary ]
2	Team Member	[Monthly Salary]

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:

Address:

Signature with Date  
Name & Designation  
Name & Seal of the Firm/Company



**Check list of Documents**

The bids shall be accompanied with the followings:

1). DD/ Pay order towards EMD (Rs 5,00,000/-), Document fee(Rs 500/-)	Yes/No
2). Firm registration certificate	Yes/No
3). Copy of past work Orders/ Self-certification	Yes/No
4). Copy of completion certificates along with value/Self- certification	Yes/No
5). Resume of Team Leader & Team members with supporting documents and undertaking to be maintained the team during assignment	Yes/No
6). Undertaking that the firm is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	Yes/No
7). Authority Letter, if any	Yes/No
8). Duly Audited copy of Annual Accounts of Last three years	Yes/No
9). Undertaking regarding Non-Disclosure of confidential information to third parties	Yes/No
10). Undertaking regarding non- failure to perform	Yes/No
11). Duly filled forms (as given in Technical bid with Self Evaluation sheet & Financial bid)	Yes/No

Signature with Date  
Name & Designation  
Name & Seal of the Firm/Company

