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**Request for Proposal**

**for**

**Development of A Comprehensive Business Plan for Underground Coal and Lignite Gasification for GMDC**

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**Response to Pre-Bid Queries and Corrigendum 1**

**Oct 2025**

**Gujarat Mineral Development Corporation**

(The responses to the queries will apply to and form part of the RFP No. GMDC/PP&D/003/25-26 dated Sept 22, 2025)

Sr No.	RFP Reference	Provision /clause	Query or Clarification Sought	Response and Corrigendum
1	Sec II	<p><b>1. Scope of Work</b> The Scope of work is as follows:</p> <p><b>Context and Mine Assessment</b></p> <p>Since the study is with respect to specific mines, it is important to start with a familiarisation of the selected mines broadly as follows:</p> <ul style="list-style-type: none"> <li>• Review and assessment of the given mines and developing an understanding regarding coal/lignite production, composition of output and other data of the chosen mines.</li> <li>• Analysis of the mine data as shared by GMDC along with a site visit if so required. Understand broad mine site related challenges such as land etc. for production processes for Syn-Gas and its downstream products</li> </ul>	<p>The information as mentioned herein shall be made available by GMDC along-with the RFP documents as it would be crucial for developing a realistic Business Plan for the UCG of the Coal and Lignite Mines sought by GMDC and determining techno-commercial viability.</p>	<p>GMDC has already provided the available geological reserve data of the identified mines as part of the RFP document. The remaining mine-specific information and additional datasets, as required for the study, will be provided to the selected (preferred) bidder at an appropriate stage during project execution to ensure confidentiality.</p>

		and optimal project configurations.		
2	Sec II	<p><b>2. Timeline and Deliverables</b></p> <p>The total time envisaged for the scope of work described above is 3 months. However, beyond these initial three months study, the Service Provider is expected to remain available for a presentation to the GMDC Board and for any follow-on, additional or modified scope of work during a total Agreement Period of 2 years.</p>	<p>The time of 3 months provided for the study is not sufficient and we requested this to be extended to six (6) months.</p>	<p>We are constrained to keep an aggressive timeline considering our requirements.</p>
3	Sec III	<p><b>5.2 Technical Score Criteria</b></p> <p>Bidder must Score minimum <b>70 marks</b> out of total 100 marks in Technical Marking/Score Section specified herein above. The bids of bidders obtaining lower than this threshold score will be declared disqualified and shall not be evaluated further.</p>	<p>A total of 40 marks have been assigned for Consulting Assignments in India, Consulting Assignments outside India and certified global revenue.</p> <p>This is only favoring companies having executed large value projects and having huge turnovers (more than US 2 billion). This is not competitive and does not allow Bidders like IITM to qualify on technical marking despite having the required technical expertise and capability.</p> <p>Hence, we request for deletion of the marking criteria.</p>	<p>The distribution of marks under the criteria is as follows:</p> <p>15 marks – Consulting assignments within India</p> <p>15 marks – consulting assignments outside India</p> <p>10 marks – Based on revenue criteria of the bidder</p> <p>This structure ensures fair weightage between domestic and international experience while also recognizing the bidder’s organizational capacity to execute complex assignments of strategic significance.</p>

				The same shall remain applicable as per the RFP provisions
4	Pg. no.24, Clause 5.2. Technical Score Criteria, Sr.No.1.	<p>Consulting assignments in India in the following sectors – gasification, metals, mining, infrastructure, financial institution, chemicals and power over the last 10 years.</p> <p><b>Total score: 15</b> Evaluation based on consulting/professional fees of maximum 3 projects where a project means one Contract without extension Marks per project wrt Fee Size</p> <ul style="list-style-type: none"> <li>i. INR &gt;=20 crore: 5 marks</li> <li>ii. INR &gt;=10 crore – INR &lt;20 crore: 3 marks</li> <li>iii. INR &gt;=5 crore – INR&lt;10 crore: 2</li> <li>iv. INR &lt;5 crore: 1 mark</li> </ul>	<p>We understand that evaluation shall be based on prior experience and there should not be limitations on the maximum number of projects and more weightages given to the credentials. Therefore, we request you to amend this scoring criteria as follows:</p> <p><b>Total score: 20</b> Evaluation based on consulting/professional fees of projects where a project means one Contract without extension Marks per project wrt Fee Size</p> <ul style="list-style-type: none"> <li>i. INR &gt;=20 crore: 5 marks</li> <li>ii. INR &gt;=10 crore – INR &lt;20 crore: 4 marks</li> <li>iii. INR &gt;=5 crore – INR&lt;10 crore: 3</li> <li>iv. INR &lt;5 crore: 2 marks</li> </ul>	The RFP provisions remain unchanged.
5	Pg. no.24, Clause 5.2. Technical Score Criteria, Sr.No.2.	<p>Consulting assignments outside India in the following sectors – gasification, metals, mining, chemicals and power over the last 10 years.</p>	<p>We understand that evaluation shall be based on prior experience and there should not be limitations on the maximum number of projects and more weightages given to the credentials.</p>	The RFP provisions remain unchanged.

		<p><b>Total score: 15</b>  Evaluation based on consulting/professional fees of maximum 3 projects where project means one Contract without extension  Marks per project wrt Fee Size  i.&gt;=USD 5 million: 5 marks  ii.&gt;= USD 3 million - &lt; USD 5 million: 3 marks  iii.&gt;= USD 1 million - &lt;USD 3 million: 2 marks  iv.&lt; USD 1 million: 1 mark</p>	<p>Therefore, we request you to amend this scoring criteria as follows:</p> <p><b>Total score: 20</b>  Evaluation based on consulting/professional fees of projects where project means one Contract without extension  Marks per project wrt Fee Size  i.&gt;=USD 5 million: 5 marks  ii.&gt;= USD 3 million - &lt; USD 5 million: 4 marks  iii.&gt;= USD 1 million - &lt;USD 3 million: 3 marks  iv.&lt; USD 1 million: 2 mark</p>	
6	Pg. no.25, Clause 5.2. Technical Score Criteria, Sr.No.6.	<p>Proposed team profile</p> <p>i. <b>Team leader</b> (minimum 12 years' consulting experience):  Postgraduate professional qualification in Business Management from (i) IIM (Ahmedabad, Bangalore, Calcutta, Lucknow, Indore)/ISB or from any other Business School ranking in top 50 in Financial Times Global MBA Rankings during any of the last 3</p>	<p>We suggest that any professional who has graduated from premier institutions with more than 10 years of experience in mining sector shall be eligible to understand and lead this assignment and provide services as metals/mining expert with prior experience of project management.</p> <p>Proposed team profile</p> <p>i. <b>Team leader</b> (minimum 10 years of experience): Postgraduate professional qualification in Business Management from a reputed management college or (ii) B. Tech/ B.E from a reputed college.</p> <p>ii. <b>Project manager</b> (minimum 5 years' experience in metals and mining sector):  Qualifications Postgraduate professional qualification in Business Management from a</p>	The RFP provisions remain unchanged.

		<p>years (2022, 2023, 2024)/Ivy league school or (ii) Graduation from a reputed college such as IITs or NITs</p> <p>ii. <b>Project manager</b> (minimum 5 years' experience across consulting in metals and mining): Qualifications as per (i) above.</p> <p>iii. <b>Metals / mining expert</b> (minimum 15 years' industry experience): Graduate from premier engineering institutes ranking in top 20 NIRF Ranking (India Rankings 2024: Engineering) published by Ministry of Education, Govt of India.</p> <p><b>Total score: 20</b></p> <p>Profile wise score</p> <p>i. Team leader (Maximum score -8):</p>	<p>reputed management college or (ii) B. Tech/ B.E from a reputed college.</p> <p>iii. <b>Metals / mining expert</b> (minimum 10 years' industry experience): Graduate from reputed engineering institutes in Mining engineering.</p> <p><b>Total score: 30</b></p> <p>Profile wise score</p> <p>i. Team leader (Maximum score- 15): 10 years' experience - 10 marks. For every additional 1 years' experience - 1 marks</p> <p>ii. Project manager (Maximum score- 7): 5 years' experience – 5 marks. For every additional 1 years' experience: 1 mark</p> <p>Metals / mining expert (Maximum score- 8): 10 years' experience – 5 marks. For every additional 1 years' experience: 1 marks</p>	
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		<p>12 years' experience - 4 marks. For every additional 2 years' experience - 2 marks</p> <p>ii. Project manager (Max. score is 6): 5 years' experience – 3 marks. For every additional 1 years' experience: 1 mark</p> <p>Metals / mining expert (Maximum score is 6): 15 years' experience – 3 marks. For every additional 2 years' experience: 1 marks</p>		
7	Pg. no.25, Clause 5.2. Technical Score Criteria, Sr.No.8.	<p>Approach and Methodology</p> <p>-Evaluation will be done as per the resumes shared and interaction of the resource with the evaluation committee.</p> <p>-Understanding of coal gasification and the technologies available</p> <p>-Challenges faced by various underground coal gasification projects</p> <p>-Understanding of global best practices and vendor</p>	<p>We understand that thorough comprehension of the assignment, as well as the approach and methodology, is crucial for the project. However, to more effectively evaluate the consultant, we recommend placing greater emphasis on their credentials and team profile. Consequently, we propose that the total score allocated to Approach and Methodology be reduced to <b>20 marks</b>.</p>	The RFP provisions remain unchanged.

		<p>landscape for SynGas</p> <p>-Clarity of deliverables and work-plan</p> <p><b>Total score: 40</b></p>		
8	Pg. no.12, Clause 2. Timeline and Deliverables.	<p>...However, beyond these initial three months study, the Service Provider is expected to remain available for a presentation to the GMDC Board and for any follow-on, additional or modified scope of work during a total Agreement Period of 2 years</p>	<p>We understand that the work is to be completed in 3 months. In 2 years, there may be many changes in the landscape resulting in major revamp of the entire current scope and will require additional manpower and logistics efforts. <b>Therefore, we are of the view that if there's any changes in the current scope, it will result in additional remuneration on mutually agreed basis.</b></p>	<p>See RFP Sec II E 2 Last para: "For any follow-on, additional or modified scope beyond the above scope, the Service Provider may be allotted additional work intermittently during the Agreement Period at <b>team month rates represented in the Contract Price. ....</b>" Thus modified scope is already covered under additional remuneration.</p>
9	No clause in the RFP	Leveraging credentials of Network Firms	<p>We would like to submit that PwC, like other similarly placed consulting firms, is not structured like a typical MNC, but operates as a network of firms under a common brand name, wherein each Network Firm is a separate and independent legal entity. These Network Firms often collaborate and share relevant skills and knowledge with each other in order to leverage the best global practices to enhance the services being rendered to their clients. We accordingly request you to allow Bidders to leverage the credentials and/or resources of such Network Firms to demonstrate our collective capabilities.</p>	<p>This will be permitted based on letter of association from the network firm.</p>
10	Clause 3.3.4 at page 52	Limitation of Liability	<p>"GMDC is requested to include clauses to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry</p>	<p>Agreed. We will include a broadly similar clause at the time of Agreement.</p>

			<p>standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. GMDC is requested to include the clause below:</p> <p>"Purchase/GMDC agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	
11	Clause 3.11 at page 55	Indemnity	<p>We request GMDC to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p><i>"1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</i></p> <p><i>2. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;</i></p>	The RFP provisions remain unchanged.

			<p><i>However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</i></p> <p><i>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</i></p>	
12	Clause 3.11 at page 55	Indemnity	<p>We request GMDC to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>	<p>Agreed. We will include indemnity with Limitation of Liability cap. The following sentence will be added to Clause 3.11 (ii).          "The liability arising from such indemnity will be capped as per overall liability specified in Cl 3.3.3 (page 52) "</p>
	No clause in the RFP	Indemnity	<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.</p>	<p>The RFP provisions remain unchanged. Contested indemnities anyway go to court/arbitrator.</p>
14	No clause in the RFP	Indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the</p>	<p>The RFP provisions remain unchanged.</p>

			<p>Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p>	
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			(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
15	Clause 9 at page 35, Clause 3.2 at page 50	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Agreed.
16	Clause 7.2 at page 58	Liquidated damages	We request GMDC to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	The RFP provisions remain unchanged.
17	Clause 7.2 at page 58	Liquidated damages	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly	Sec 74 of the Indian Contract Act allows for the recovery of "reasonable compensation" not exceeding the stipulated amount. However judicial

			make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	interpretation has not restricted claims just to LDs. The purpose of an LD clause is to provide a reasonable pre-estimate of loss, primarily to simplify claims where actual damages are difficult to prove. However, the clause is not an automatic entitlement to a restriction.
18	Clause 3.10 at page 54	Insurance	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	Our provisions are sufficiently non-restrictive. The RFP provisions remain unchanged.
19	Clause 3.4 at page 52	Audit	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow GMDC to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	The RFP provisions remain unchanged.
20	No clause in the RFP	No third party disclaimer	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing.	The RFP provisions remain unchanged.

			You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	
21	No clause in the RFP	Acceptance	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"Within 10 days (or any other agreed period) from GMDC's receipt of a draft deliverable, GMDC will notify Consultant if it is accepted. If it is not accepted, GMDC will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If GMDC does not notify Consultant within the agreed time period or if GMDC uses the draft deliverable, it will be deemed to be accepted."</i></p>	The RFP provisions remain unchanged.
22	Annexure 9 - Power of Attorney at page 71	Power of Attorney	We request the GMDC to kindly consider that the Companies (Amendment) Act, 2015 made common seal of company optional and accordingly a bidder may not have a common seal. Accordingly, the bidders may be allowed to modify the term "Common seal" to "seal" in the Power of Attorney and appropriately affix the same.	Agreed.

23	5.2. Technical Score Criteria Page 24	1. Consulting assignments in India in the following sectors – gasification, metals, mining, infrastructure, financial institution, chemicals and power over the last 10 years	<p><b>Revision required</b></p> <p>Requesting you to kindly modify the clause as requested below –</p> <p>Total Score: 15</p> <p>a. <i>“Evaluation based on consulting/professional fees of maximum 3 projects where a project means one Contract without extension</i></p> <p><i>Marks per project wrt Fee Size</i></p> <p><b><i>i. INR &gt;=20 35 Lakhs: 5 marks</i></b></p> <p><b><i>ii. INR &gt;=10 25 Lakhs – INR &lt;5 35 Lakhs: 3 marks</i></b></p> <p><b><i>iii. INR &gt;=5 15 Lakhs – INR&lt;10 25 Lakhs: 2 marks</i></b></p> <p><b><i>iv. INR &lt;5 15 Lakhs: 1 mark”</i></b></p> <p><i>“Evaluation based on at least one completed consulting project related to Underground Coal Gasification: 5 mark</i></p>	The RFP provisions remain unchanged.
24	5.2. Technical Score Criteria Page 24	2. Consulting assignments outside India in the following sectors – gasification, metals, mining, chemicals and power over the last 10 years	<p><b>Revision required</b></p> <p>Requesting you to kindly modify the clause as requested below –</p> <p><i>“Evaluation based on consulting/professional fees of maximum 3 projects where project means one Contract without extension</i></p> <p><i>Marks per project wrt Fee Size</i></p> <p><b><i>i. &gt;=USD 5 35 thousand: 5 marks</i></b></p>	The RFP provisions remain unchanged.

			<p><b>ii. <u>&gt;= USD 3 25 thousand - &lt; USD 5 35 thousand: 3 marks</u></b></p> <p><b>iii. <u>&gt;= USD 4 15 thousand - &lt;USD 3 25 thousand: 2 marks</u></b></p> <p><b><u>&lt; USD 4 15 thousand: 1 mark</u></b></p>	
25	5.2. Technical Score Criteria Page 25	<p>6 Proposed team profile</p> <p>i. Team Leader (minimum 12 years’ consulting experience): Postgraduate professional qualification in Business Management from (i) IIM (Ahmedabad, Bangalore, Calcutta, Lucknow, Indore)/ISB or from any other Business School ranking in top 50 in Financial Times Global MBA Rankings during any of the last 3 years (2022, 2023, 2024)/Ivy league school or (ii) Graduation from a reputed college such as IITs or NITs</p>	<p><b>Clarity required</b></p> <p>Requesting you to kindly modify the clause as per below to bring clarity as below –</p> <p><i>“Team Leader (minimum 12 years’ consulting experience): Postgraduate professional qualification in Business Management from (i) IIM (Ahmedabad, Bangalore, Calcutta, Lucknow, Indore)/ISB or from any other Business School ranking in top 50 in Financial Times Global MBA Rankings during any of the last 3 years (2022, 2023, 2024)/Ivy league school <b>or and</b> (ii) Graduation from a reputed college such as IITs or NITs”</i></p>	<p>Agreed. The Team Leader description under the Team Profile will read as follows:</p> <p>“</p> <p>i. Team Leader (minimum 12 years’ consulting experience): Postgraduate professional qualification in Business Management from (i) IIM (Ahmedabad, Bangalore, Calcutta, Lucknow, Indore)/ISB or from any other Business School ranking in top 50 in Financial Times Global MBA Rankings during any of the last 3 years (2022, 2023, 2024)/Ivy league school <b>and</b> (ii) Graduation from a reputed college such as IITs or NITs”</p>
26	5.2. Technical Score Criteria Page 25	<p>6 Proposed team profile</p> <p>ii. Project manager (minimum 5 years’ experience across consulting in metals and mining):</p> <p>Qualifications as per (i) above.</p>	<p><b>Revision required</b></p> <p>Requesting you to kindly consider the qualifications for Project Manager as below –</p> <p><i>“Project manager (minimum 5 years’ experience across consulting in metals and mining): <b>Graduation from a reputed college such as IITs or NITs</b>”</i></p>	<p>No change. (Qualifications for Project Manager will read as per revised Team Leader qualifications as per Query No. 25 above)</p>

27	5.2. Technical Score Criteria Page 25	6 Proposed team profile  iii. Metals / mining expert (minimum 15 years' industry experience): Graduate from premier engineering institutes ranking in top 20 NIRF Ranking (India Rankings 2024: Engineering) published by Ministry of Education, Govt of India.	<p><b>Revision required</b></p> <p>Requesting you to kindly consider the qualifications for Metals / mining expert as below –</p> <p><i>“Metals / mining expert (minimum 15 years' industry experience): <b>Post Graduate or Graduate</b> from premier engineering institutes ranking in top 20 NIRF Ranking (India Rankings 2024: Engineering) published by Ministry of Education, Govt of India.”</i></p>	<p>Agreed. The Metal/mining expert description under team profile will read as follows:</p> <p>“</p> <p>iii. Metals / mining expert (minimum 15 years' industry experience): <b>Graduate or Post Graduate</b> from premier engineering institutes ranking in top 20 NIRF Ranking (India Rankings 2024: Engineering) published by Ministry of Education, Govt of India.”</p>
28	7.6. Tax Liability Page 34	Clause on Taxes and Duties	<p><b>Addition of new clause</b></p> <p>We request you to kindly add the following clause in the Tender as per GST Requirements:</p> <p><i>“The GST registration number (“GSTIN”) provided by the Client will be used by consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client’s address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by consultant under this Agreement. Consultant shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured by the Client in the details and documents uploaded to the GSTN. Additionally the Client shall be responsible and liable for providing its correct GSTIN and consultant will not be responsible for verification of the Client’s GSTIN. Where the Client fails to furnish its GSTIN, consultant will treat the Client as being unregistered for GSTIN.</i></p>	The RFP provisions remain unchanged.

			<p><i>Where consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by consultant to the Client. If the Client fails to do so, and this results in additional liability for consultant, Client shall be liable to be reimburse consultant for any liability incurred by consultant (being the tax, interest and any penalties thereon)."</i></p> <p><i>"The current contract pricing are based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub-consultants. In the event that such assumption is incorrect and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant."</i></p>	
29	3.3. Liability of the Service Provider/ Consultant Page 52	New Clause on Limitation of Liability	<p><b>Addition of new clause</b></p> <p>Requesting you to kindly incorporate the clause on "Limitation of Liability" as given below –</p> <p><i>"In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or</i></p>	The RFP provisions remain unchanged.

			<p><i>otherwise, and even if advised of the likelihood of such damages. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement.”</i></p>	
30			<p><b>Addition of new clause</b></p> <p>We request you to kindly to add the following:</p> <p><i>“1. Anti-Bribery and Anti-Corruption: Each Party represents, warrants and undertakes that:</i></p> <p><i>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit</i></p>	The RFP provisions remain unchanged.

			<p><i>from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</i></p> <p><i>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</i></p> <p><i>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).</i></p> <p><i>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.</i></p> <p><i>2. Economic and Trade Sanctions:</i></p> <p><i>As of the date of this Agreement the Client warrants that, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this</i></p>	
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			<p>section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify consultant if any of these circumstances change, upon occurrence of which, consultant shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client’s breach.</p> <p>3. Non-Exclusivity: The Client acknowledges that consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p> <p>4. Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial non-conformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client’s notification, the Consultant shall rectify the non-conformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered “accepted” upon such re-delivery or the expiry of 10 calendar days as stated above, whichever is earlier.”</p> <p><b>Rationale:</b> These clauses are as per international standards of contracting and to have equal rights for the consultant/ contractor.</p>	
31	Section 5 - 3.8 - Documents	Documents and materials made available to the Service Provider/ Consultant	We would like to add that Consultant shall be permitted to retain final deliverables and its	This can be permitted provided it is held confidentially and only its references are used for business purposes.

	<p>and Materials Furnished by GMDC Page - 53</p>	<p>by GMDC shall be the property of GMDC and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider/ Consultant shall make available to GMDC an inventory of such documents and materials and shall dispose of such equipment and materials in accordance with GMDC's instructions.</p>	<p>working papers, in proper professional records as well as in backups</p>	
32	<p>Section 5 - 3.10 - <b>Insurance to be taken out by the Service Provider</b> Page – 54 3.11 – Indemnity Page - 54</p>	<p>3.10  (i) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-Service Provider/specialist deployed by the Service Provider as well as assets deployed to perform its scope of work specified under this Contract.</p>	<p>For indemnities under Sections 3.10 &amp; 3.11, A&amp;M would request that the indemnity be enforced basis the determination of a competent court.</p>	<p>We will be unable to support this request.</p> <p>The following sentence gets added to the Section 5, Cl 3.10 (i) :</p> <p>“The indemnities stand capped to the total limit of liabilities under the Agreement. “</p>

		<p>(ii)The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Service Provider or its sub-contractors / sub-Service Providers / specialists associated with the Service Providers for the purposes of the Services, nor for any member of any such person.</p> <p>3.11</p> <p>(i)The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-Service Provider/specialist employed by the Service Provider to perform scope</p>		
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		<p>of work specified under this Contract or any asset /equipment deployed by the Service Provider for execution of the scope.</p> <p>(ii)The Service Provider shall indemnify GMDC and hold it harmless from against all claims, liability, loss including third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods any part thereof and /or loss, damage or expense including counsel/legal fees arising from or by reasons of an action or claimed trademark, patents or copyright infringements or any litigation based thereon with respect to any part of the execution of scope.</p>		
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33	Section 5 - 3.11 – Indemnity Page - 54	(ii) The Service Provider shall indemnify GMDC and hold it harmless from against all claims, liability, loss including third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods any part thereof and /or loss, damage or expense including counsel/legal fees arising from or by reasons of an action or claimed trademark, patents or copyright infringements or any litigation based thereon with respect to any part of the execution of scope.	We would request the following caveat to be added: <i>“With respect to the indemnity mentioned under section 3.11 of this Agreement / Contract, it is clarified that: (i) Consultant will indemnify the Client/GMDC, under this Contract, basis the determination by the competent court; (ii) Consultant’s indemnity for or in relation any third-party claims of infringement doesn’t apply to the extent any such infringement results from: (a) the use of Consultant’s services or work product provided under this Contract other than in accordance with the terms of this Contract and any applicable documentation or instructions supplied to GMDC by the Consultant; (ii) any modification to Consultant’s services or work product not expressly agreed to in writing by the Consultant; or (iii) the combination of Consultant’s services or work product with any materials not provided or approved by the Consultant.”</i>	We will be unable to support this request
34		Forfeiture of performance security	We would like to request a conciliation process, i.e. Parties shall enter into a conciliation process to mitigate the issues that would potentially result in performance security forfeiture	We will be unable to support this request