

Request for Proposal

For

Selection of Service Provider for undertaking Transaction Advisory for Long-Term Bauxite Supply Agreements

RFP NO.: GMDC/Tech-I/BX/04

Answer to Pre- Bid Queries and Corrigendum document-1

Gujarat Mineral Development Corporation

April 2026

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
1	Section: Section III: Introduction to bidders Clause 5.1 Pre-qualification Criteria S No. (b) Page: 29	(b) The Bidder must have an average annual revenue of Rs 500 crore (Five Hundred crore) from Advisory Services/ management consulting assignment, for the last three years– i.e. 2022-23, 2023-2024, 2024-2025 (Excluding revenues from IT implementation, ERP, Audit, Taxation).	<p>As part of the pre-qualification criteria, requesting you to kindly consider the modification in the clause –</p> <p>(b) The Bidder must have an average annual revenue of Rs 500 crore (Five Hundred crore) from Advisory Services/ management consulting assignment, for the last three financial/ calendar years– i.e. 2022-23, 2023-2024, 2024-2025 (Excluding revenues from IT implementation, ERP, Audit, Taxation).</p> <p>Rationale: Crisil Limited, being a company of S&P Global which is based out of New York, USA follows calendar year for accounting purposes and same is followed by Crisil Limited as well.</p> <p>Please allow the average annual revenue of 500 crore for the last three years i.e. 2022, 2023 and 2024 for pre-qualification, as these are allowed as per the Indian Accounting Standards as well.</p>	<p>Bidders are permitted to showcase Turnover from Calendar and Financial Years.</p> <p>Please refer to Annexure 1 for the amended clause.</p>
2	Section III: Introduction to bidders Clause 5.1 Pre-qualification Criteria S No. (C) Page : 29	c) The bidder should have a positive net worth in all the 3 preceding financial years – i.e. 2022-23, 2023-2024, 2024-2025.	<p>As part of the pre-qualification criteria, requesting you to kindly consider the modification in the clause –</p> <p>(c) The bidder should have a positive net worth in all the 3-preceding financial/ calendar years – i.e. 2022-23, 2023-2024, 2024-2025.</p> <p>Rationale: Crisil Limited, being a company of S&P Global which is based out of New York, USA follows calendar year for accounting purposes and same is followed by Crisil Limited as well. Please allow the positive net worth in all the 3 preceding financial/ calendar years i.e. 2022,</p>	<p>Bidders are permitted to showcase Network from Calendar and Financial Years.</p> <p>Please refer to Annexure 1 for the amended clause.</p>

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			2023 and 2024 for pre-qualification, as these are allowed as per the Indian Accounting Standards as well.	
3	Section III: Introduction to bidders Clause 5.2 Technical Score Criteria S No. A.1 Page : 30	<p>A. Experience of bidder Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria for an organisation having a turnover of 500 Crores.</p> <p>Type of scope: Advisory relating to Onboarding of off taker(s)/ Buyers through Long-term supply agreements / Market Assessment or Commercial Strategy for Offtake agreements /Offtake agreements for Mineral, Mining and metal sector for a public/private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government, Private Sector entities</p> <p>Sector: The work must relate to minerals, metals and mining Sectors only.</p>	<p>As part of the experience requirement, requesting you to kindly consider the modification in the clause –</p> <p>A. Experience of Bidder Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria for an organisation having a turnover of 500 Crores.</p> <p>Type of scope: Advisory relating to Onboarding of off taker(s)/ Buyers through Long-term supply agreements / Market Assessment or Commercial Strategy for Offtake agreements /Offtake agreements for Mineral, Mining and metal sector for a public/private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government, Private Sector entities</p> <p>Sector: The work must relate to minerals, metals and mining Sectors only. Relevant portion of Work Order/contract and Client completion certificate to be submitted.</p> <p>In case of non-availability of client completion certificate, a separate UDIN bearing certification from ICAI registered Chartered Accountant (CA) in practice for successful completion of the work shall be considered.</p>	<p>Bidder shall need to provide Work order/Contract and Completion Certificate/ CA Certificate stating fees received against the original fees specified in work order establishing clear evidence of work completion.</p> <p>Please refer to Annexure 1 for the amended clause.</p>

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		<p><i>Relevant portion of Work Order/contract and Client completion certificate to be submitted.</i></p> <p><i>Different projects (with separate Work Orders / Pos and separate scope) with the same client can be cited as separate projects</i></p> <p>Marking Scheme: 5 marks per project. Max 4 projects. Max Marks: 20</p>	<p>Marking Scheme:</p> <p>10 marks per project. Max 2 projects. Max Marks: 20</p> <p>Rationale: The proposed modification is requested to ensure that the eligibility and evaluation criteria remain proportionate to the specialised nature of the assignment and do not unintentionally restrict competition. The scope relates to transaction advisory for long-term bauxite/offtake arrangements in the minerals, metals and mining sector-assignments of this nature are relatively limited in number and are often executed under confidentiality and transaction-specific contexts. Accordingly, evaluating a bidder on up to two highly relevant and comparable projects is sufficient to demonstrate capability, domain understanding and execution experience. Requiring a higher number of projects may exclude qualified firms. Therefore, limiting the scoring to a maximum of two projects (with 10 marks per project, maximum 20 marks) supports a fair, quality focused assessment while maintaining adequate confidence in the bidder's competence. Further, the inclusion of a UDIN-bearing certification from an ICAI-registered Chartered Accountant (in practice) as an alternative to a client completion certificate is also requested. In many public and private sector engagements, client-issued completion certificates are often delayed or not readily issued due to internal administrative approvals, changes in responsible officials, confidentiality</p>	

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			<p>considerations, or standard documentation practices, despite the work having been successfully completed. Allowing a UDIN backed CA certificate provides a credible and verifiable mechanism to evidence completion, reduces bid-stage dependency on client administrative processes outside the bidder's control, and improves overall fairness without diluting verification standards, especially when supported by relevant work orders/POs.</p>	
4	<p>Section III: Introduction to bidders Clause 5.2 Technical Score Criteria S No. A.2 Page : 30</p>	<p>(2) Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria:</p> <p>Type of scope: Development/Fixation of Pricing strategy for sale of minerals/Ore in Mining and metal sector of Public Sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government</p> <p><i>Relevant portion of Work Order/contract and Client completion certificate to be submitted.</i></p> <p><i>Different projects (with separate Work Orders / Pos and separate</i></p>	<p>As part of the experience requirement, requesting you to kindly consider the modification in the clause –</p> <p>A. Experience of Bidder (2) Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria:</p> <p>Type of scope: Development/Fixation of Pricing strategy for sale of minerals/Ore in Mining and metal sector of Public Sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government</p> <p>Relevant portion of Work Order/contract and Client completion certificate to be submitted.</p> <p>In case of non-availability of client completion certificate, a separate UDIN bearing certification from ICAI registered</p>	<p>Bidder shall need to provide Work order/Contract and Completion Certificate/ CA Certificate stating fees received against the original fees specified in work order establishing clear evidence of work completion.</p>

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		<i>scope) with the same client can be cited as separate projects</i>	<p>Chartered Accountant (CA) in practice for successful completion of the work shall be considered.</p> <p>Different projects (with separate Work Orders / Pos and separate scope) with the same client can be cited as separate projects</p> <p>Rationale: The inclusion of a UDIN-bearing certification from an ICAI-registered Chartered Accountant (in practice) as an alternative to a client completion certificate is requested. In many public sector engagements, client-issued completion certificates are often delayed or not readily issued due to internal administrative approvals, changes in responsible officials, confidentiality considerations, or standard documentation practices, despite the work having been successfully completed. Allowing a UDIN-backed CA certificate provides a credible and verifiable mechanism to evidence completion, reduces bid-stage dependency on client administrative processes outside the bidder's control, and improves overall fairness without diluting verification standards, especially when supported by relevant work orders/POs.</p>	
5	Section III: Introduction to bidders Clause 5.2 Technical Score Criteria	Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria: Type of scope: Advisory relating to Onboarding of off	As part of the experience requirement, requesting you to kindly consider the modification in the clause – A. Experience of Bidder (3) Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following	Bidder shall need to provide Work order/Contract and Completion Certificate/ CA Certificate stating fees received against the original fees specified in work order establishing clear evidence of work completion. .

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	S No. A.3 Page : 31	<p>taker(s)/Buyers through Long-term supply agreements / Offtake agreements / Market Assessment / Pricing Mechanism for Bauxite for Public/ Private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government/ Private Sector entities</p> <p><i>Relevant portion of Work Order/contract and Client completion certificate to be submitted.</i></p>	<p>criteria:</p> <p>Type of scope: Advisory relating to Onboarding of off taker(s)/Buyers through Long-term supply agreements / Offtake agreements / Market Assessment / Pricing Mechanism for Bauxite for Public/ Private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government/ Private Sector entities</p> <p>Relevant portion of Work Order/contract and Client completion certificate to be submitted.</p> <p>In case of non-availability of client completion certificate, a separate UDIN bearing certification from ICAI registered Chartered Accountant (CA) in practice for successful completion of the work shall be considered.</p> <p>Rationale: The inclusion of a UDIN-bearing certification from an ICAI-registered Chartered Accountant (in practice) as an alternative to a client completion certificate is requested. In many public/ private sector engagements, client issued completion certificates are often delayed or not readily issued due to internal administrative approvals, changes in responsible officials, confidentiality considerations, or standard documentation practices, despite the work having been successfully completed. Allowing a UDIN backed CA certificate provides a</p>	

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			<p>credible and verifiable mechanism to evidence completion, reduces bid-stage dependency on client administrative processes outside the bidder's control, and improves overall fairness without diluting verification standards, especially when supported by relevant work orders/POs.</p>	
6	Addition of new clause		<p>We request you to kindly to add the following:</p> <p>“1. Anti-Bribery and Anti-Corruption: Each Party represents, warrants and undertakes that:</p> <p>(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 from the bribe. For the purposes of this clause, a “person” is any individual, partnership,</p>	<p>Please refer to clause no 8 of Section III i.e. Fraudulent and Corrupt Practices. The concerns raised are already captured in clause no 8 of Instruction to bidder Section III.</p>

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			<p>company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable antibribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with subclauses (a) and (b).</p> <p>(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.</p> <p>2. Economic and Trade Sanctions: 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</p>	

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			<p>purposes of clause (c) in this 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>Rationale: These clauses are as per international standards of contracting and to have equal rights for the consultant/ contractor.</p>	
7	Section II, Scope of Work	Assessment of existing Assets Objective: To evaluate the geological, operational, and	Whether GMDC will provide the existing geological models for the bauxite blocks to facilitate the assessment of grade, resource	Development of geological models is not in the scope of the Service Provider. All Geological report / Data shall be provided

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	1) Part 1: Market, Asset & Production Advisory S No. : (ii) Assessment of Existing Assets (Mines/Block) Page: 12	commercial viability of GMDC's existing bauxite Mines to assess their ability to support projected market demand.	potential, and estimated life of mine? Or is it expected that the selected consultant will develop these geological models independently based on the available data?	by GMDC for the purpose of service provider's review for execution of scope.
8	Section II, Scope of Work 2) Part 2: Transaction Advisory Support S No.: (i) Market Engagement & Transaction Structuring (EoI, Roadshow & RFP) Page : 14	<p>(i) Market Engagement & Transaction Structuring (EoI, Roadshow & RFP)</p> <p>Detailed scope includes:</p> <p>(b) Preparation and publication of Expression of Interest (EoI)/Request for Qualification (RFQ)/Request for proposal (RFP) to identify potential buyers/off takers and downstream partners of Bauxite and Value-added products.</p> <p>(C) Preparation of Request for Proposal (RFP) for Long-Term Supply Agreement (LSA), including scope, eligibility criteria, technical and commercial evaluation framework, and draft commercial terms and integrate best practices for transparency, bidder facilitation, and dispute-free evaluation.</p>	We understand that this will be done from a technical/operational/commercial perspective only. Please note that bidder shall not provide any direct or indirect legal services to our clients.	Professional legal or regulatory advice is not sought under the Scope of Work. However, the mining and mineral sectors are heavily regulated. Any Project planning/ Transaction advisory project cannot be done unless the regulatory framework governing the sector is appreciated. The Service Provider is required to assess the regulatory framework in order to understand the enablers, restrictions, flexibility and constrains applicable to the Scope of Work/ Bauxite Projects under this RFP and thus use this as a background or basic layer for the Project planning, structuring and Transaction Advisory Scope.

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9	Section II, Scope of Work 2) Part 2: Transaction Advisory Support S No. (iii) Contract Award & Agreement Finalization Page: 15	(iii) Contract Award & Agreement Finalization Detailed scope includes: (a) Preparation and issuance of Letter of Intent (LOI) / Letter of Award (LOA) to selected bidders post Board approval. (d) Prepare final long term supply agreements (LTAs) incorporating: i. Volume/grade commitments ii. Price mechanism iii. Performance obligations	We understand that this will be done from a technical/operational/commercial perspective only. Please note that bidder shall not provide any direct or indirect legal services to our clients.	Please refer to answer to pre bid query no 8.
10	Section V: Contract terms & Conditions Clause 3.4 Accounting, Inspection and Auditing Page : 59	3.4. Accounting, Inspection and Auditing The Service Provider/ Consultant shall keep accurate and systematic accounts and records of the work performed by it under the Contract including details of all invoices raised and payments received and shall make the same available to GMDC as and when requested by GMDC. Any such inspection shall be subject to prior notice and conducted within reasonable office hours and limited to working papers and files relating to the assignment. Nothing herein	Any audit (subject to Scope of Work) shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) GMDC or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of the audit and any results thereof; (iii) the auditors or the representatives of GMDC for the audit shall not be the Service Provider /Consultant's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the inspection shall be shared with the Service Provider / Consultant and be discussed and agreed mutually between GMDC and the Service Provider / Consultant for its closure.	Agreed.

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		shall obligate the Service Provider to disclose to Authority any documents or other material relating to the profitability or internal profit and loss/balance sheets associated with Service Provider/ Consultant's business, payroll information, or information or material that constitute, in the opinion of Service Provider/ Consultant's legal counsel, legally privileged documents or information that Service Provider/ Consultant is bound to maintain as confidential by written obligation to a third party.		
11	Section V: Contract terms & Conditions Clause 3.7 S No.: (i) Page : 60	<p>3.7. Documents Prepared by the Service providers to be the Property of GMDC</p> <p>(i) All final version of plans, drawings, specifications, designs, documents, reports ,frameworks, software, databases, content, presentations and documents prepared by the Service Provider solely in performing the Services under this Contract</p>	<p>Documents Prepared by the Service providers to be the Property of GMDC: Notwithstanding anything to the contrary, we shall be allowed to retain sufficient documentation as part of our professional records to support and evidence the work performed by us. Such retention shall be subject to obligations of confidentiality mentioned herein.</p> <p><u>Rationale/Clarification:</u> Proprietary rights of Consultants.</p>	Agreed.

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		<p>("Deliverables") shall become and remain the property of GMDC, and Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to GMDC, together with a detailed inventory thereof.</p>		
12	<p>Section V: Contract terms & Conditions Clause 3.11. Indemnity S No.: (i) Page : 62</p>	<p>3.11. Indemnity (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 of work specified under this Contract or any asset /equipment deployed by the Service Provider for execution of the scope. (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</p>	<p>(i) Either Party shall indemnify each other 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 of work specified under this Contract or any asset /equipment deployed by the Service Provider for execution of the scope. (ii) Either Party shall indemnify each other 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. <u>Rationale/Clarification:</u> Bilateral provision is proposed.</p>	<p>(i) RFP conditions remain unchanged as GMDC cannot take responsibility of service provider's personnels. Any liability pertaining to manpower deployed by service provider shall rest with it. (ii) The sub clause as specified in Annexure 1 of this document stands inserted as sub clause (iv) in clause no 3.11.</p>

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		<p>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> <p>(iii) 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-consultants / sub-Service Providers / specialists associated with the Service Provider for the purposes of the Services, nor for any member of any such person.</p>		
13	Section V: Contract terms & Conditions Clause 7.2.1 and 7.2.2 Page : 65	<p>7.2. Liquidated Damages 7.2.1. Liquidated Damages for error/variation/ Deficiencies in work In case any error or variation is detected in the reports submitted by the Service Provider/ Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by GMDC in a</p>	<p>We understand the as per clause 3.3 (Page 59) Liability for Bidder is Limited to 10% of project value, as applicable for clause 7.2. Overall Limitation of Liability applicable for bidder is capped at 100% of project value for concerned RFP.</p>	<p>Please refer to Answer to Pre Bid query no 22.</p>

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		<p>reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/Total Service Fees for the Project. In such case the liability of the Service Provider/ Consultant shall be limited to undertaking rectification of errors / rectification of deficiencies or undertaking re - survey at its own costs.</p> <p>7.2.2. Liquidated Damages for delay</p> <p>In case of delay solely attributable to the Service Provider in completion of milestone as specified in TOR, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Milestone Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider or reasons not attributable to the Service Provider/ Consultant, suitable extension of time shall be granted and no</p>		

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		liquidated damages shall be levied.		
14			<p>KPMG operates across multiple service lines. The DSC uploaded on the GMDC bid portal belongs to a professional from a service line other than the Metals & Mining team and is different from the individual proposed as the authorized signatory for the bid submission for tender "GMDC/Tech-I/BX/04/2025-26."</p> <p>We request your clarification on whether it is acceptable for the DSC holder and the authorized signatory to be different individuals, provided both are representatives of the same organization.</p>	Yes it can be accepted provider both have valid authorization of your firm
15	Section III: Introduction to bidders Clause 1.6 S No. 5 Page : 20	5. Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy The Technical Bid is to be submitted offline or before 20/04/2026 up to 15:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.	<p>The Pre-bid meeting will be held on 01st April 2026 and the responses may be published a few days after that.</p> <p>Therefore, we request you to kindly extend the bid submission due date by three (3) weeks from the date of issuance of pre-bid response/corrigendum. This will allow us adequate time to deliver a quality proposal and also help to obtain the necessary internal approvals based on your pre-bid responses.</p>	Please refer to Annexure 2 for the amended Bid Submission date.
16	Clause 5.2 Technical Score Criteria S No. A.1 Page : 30	A. Experience of bidder Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria for an organisation having a turnover of 500 Crores.	<p>We request you to amend the clause as:</p> <p>1. Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria for an organisation having a turnover of 500 Crores.</p>	Please refer to Annexure 1 for the amended clause.

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		<p>Type of scope: Advisory relating to Onboarding of off taker(s)/ Buyers through Long-term supply agreements / Market Assessment or Commercial Strategy for Offtake agreements /Offtake agreements for Mineral, Mining and metal sector for a public/private sector client in India.</p>	<p>Type of scope: Advisory relating to Onboarding of off taker(s)/ Buyers through Long-term supply agreements / Market Assessment or Commercial Strategy /Offtake agreements for Mineral, Mining and metal sector for a public/private sector client in India.</p>	
17	Section III: Introduction to Bidder Clause 5.5 S No.: (i) Page : 35	(i) The technical experience has been assigned 70% of weightage while price quote is assigned 30 % weightage.	<p>We request you to amend the clause as: The technical experience has been assigned 80% of weightage while price quote is assigned 20% weightage.</p> <p>Generally, the tenders pertaining to technical services are 80:20.</p>	RFP conditions remain unchanged.
18	Clause 5.2 Technical Score Criteria S No. A.1 Page : 30	<p>Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria for an organisation having a turnover of 500 Crores.</p> <p>Type of scope: Advisory relating to Onboarding of off taker(s)/ Buyers through Long-term supply agreements / Market Assessment or Commercial Strategy for Offtake agreements /Offtake agreements for Mineral, Mining</p>	<p>We understand that the scope of work involves market assessment, strategy, downstream assessment, Go- to market strategy etc.</p> <p>We kindly request you to consider assignments that involves market assessment, strategy,</p>	Please refer to Annexure 1 for the amended clause.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
		<p>and metal sector for a public/private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government, Private Sector entities</p> <p>Sector: The work must relate to minerals, metals and mining Sectors only.</p> <p><i>Relevant portion of Work Order/contract and Client completion certificate to be submitted.</i></p> <p><i>Different projects (with separate Work Orders / Pos and separate scope) with the same client can be cited as separate projects</i></p>	<p>downstream assessment, Go-to market strategy etc. for evaluation. Currently it seems like only the projects having experience of offtake agreements are eligible.</p>	
19	<p>Clause 5.2 Technical Score Criteria S No. A.3 Page : 31</p>	<p>Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria:</p> <p>Type of scope: Advisory relating to Onboarding of off taker(s)/Buyers through Long-term supply agreements / Offtake agreements / Market Assessment / Pricing</p>	<p>We understand that advisory experience relating to onboarding of off-takers, long-term supply agreements, market assessment and pricing mechanisms demonstrates relevant capability even when undertaken for minerals other than bauxite.</p> <p>In this regard, we request GMDC to consider bifurcation of marking under this criterion as follows:</p> <p>(i) 5 marks per project for experience specifically related to bauxite, and</p>	<p>RFP Conditions remain unchanged</p>

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
		<p>Mechanism for Bauxite for Public/ Private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government/ Private Sector entities</p> <p>Relevant portion of Work Order/contractand Client completion certificate to be submitted</p>	<p>(ii) 3 marks per project for similar advisory experience undertaken minerals subject to relevance and supporting documentation. This would allow broader yet relevant industry experience to be appropriately recognised.</p> <p>Further, as Bauxite pricing follows LME based pricing would request to kindly include commodities which follow such international commodity pricing.</p>	
20	Section II: Scope of Work Clause 2 – Deliverables Page 16	Above is a tentative timeline for deliverables for the Transaction advisory work. Changes in the timeline may be made based on requirements of projects.	We understand that, notwithstanding such flexibility, the timelines will broadly remain aligned to the indicative schedule provided or any mutually agreed revised timelines and will not be open-ended. Kindly confirm our understanding.	Yes, your understanding is correct.
21	Section II: Scope of Work Clause 3 – Team Deployment Page 16	The Service Provider shall deploy below-mentioned Team for the afore-mentioned work. The On-site and Offsite team shall include following but not limited to: Team Leader, Project Manager, and Team Members.	We understand that deployment of team members on-site is requirement-based, and that the engagement may be delivered through a suitable mix of on-site and off-site teams. Kindly confirm our understanding.	Please refer to clause 4b) of the section V of the RFP. According to clause 4b), the Project Team can work Onsite/ Offsite as per the requirements. However, the team shall be available to attend weekly / fortnightly meetings. The team Leader shall be available to attend management/ steering Committee meetings.
22	Section V: Contract terms and Conditions Clause 7.2.2 Liquidated	In case of delay solely attributable to the Service Provider in completion of milestone as specified in TOR, liquidated damages not exceeding an amount equal to	We understand that, as per this clause, liability of either party is limited to direct damages only (subject to the agreed liability cap), and that lost profits and indirect or consequential damages are expressly excluded. Kindly confirm our understanding.	Please note the maximum liability is already capped at the fees received by the Agency as per the clause 3.3.3 except in case of liabilities pertaining to Agency's deployed staff as per clause 3.10 (ii) and third-party claims of Bidder/ Agency's

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
	damages for Delay Page 64	0.1% (zero point one per cent) of the Milestone Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider or reasons not attributable to the Service Provider/ Consultant, suitable extension of time shall be granted and no liquidated damages shall be levied.		any vendor/ its sub-contractors / its outsource agency's pertaining to infringement of patent, trademark or industrial design rights arising from use of the Goods any part thereof of as per the clause 3.11 . These clauses remain unchanged with suitable additions as per the Annexure 1. However, to impart clarity on exclusion of liability pertaining to consequential losses, a amended provision as per the Annexure 1 stands instersted.
23	Section V: Contract terms and Conditions Clause 3.3.4 Page 58	The Services in this assignment shall not be deemed investment, legal, regulatory, tax, accounting or other regulated advice. Service Provider/ Consultant does not supplant the Client's management or other decision-making bodies. While the Service Provider/ Consultant does not guarantee results, it agrees to make the best efforts to achieve the same. GMDC remains solely responsible for its decisions, actions, use of the Deliverables and compliance with applicable laws, rules, and regulations. Neither party shall be responsible for any lost profits. Beyond the limits of	Kindly confirm that indirect or consequential losses are excluded from liability.	Please refer to Answer to Pre Bid query no 22.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
		liability set in the Agreement, neither party will be liable for any indirect, consequential, incidental, punitive or special damage.		
24	Section III: Introduction to Bidders Clause 7.3 Performance Security S No (i) Page 39	The Successful Bidder shall furnish Performance Security to Authority for securing the due and faithful performance of its obligations under the Agreement, within 30 days from the LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 12) for amount of equivalent to 10% (Ten percent) of Total Service Fees (without GST) quoted for the Scope of Work payable to GMDC by the Successful Bidders (the "Performance Security") from Approved Bank to Authority. Such performance Security shall be in favour of Gujarat Mineral Development Corporation Ltd and admissible and payable at Ahmedabad branch from Approved Bank to Authority	Kindly clarify whether the Performance Security requirement shall be linked to the active scope of work (i.e., Part 1 only initially, and Part 1 + Part 2 if Part 2 is awarded subsequently).	The Performance Security requirements is linked entire scope of work as per the clause 7.3

Annexure -1 Corrigendum / Addendum in RFP Provisions

RFP Provision	Corrigendum / Addendum
<p>Clause 5.1 (b) – Pre Qualification Criteria The Bidder must have an average annual revenue of Rs 500 crore (Five Hundred crore) from Advisory Services/ management consulting assignment, for the last three years– i.e. 2022-23, 2023-2024, 2024-2025 (Excluding revenues from IT implementation, ERP, Audit, Taxation).</p>	<p>Clause 5.1 (b) – Pre Qualification Criteria The Bidder must have an average annual revenue of Rs 500 crore (Five Hundred crore) from Advisory Services/ management consulting assignment, for the last three financial/ calendar years – i.e. 2022-23, 2023-2024, 2024-2025 (Excluding revenues from IT implementation, ERP, Audit, Taxation).</p>
<p>Clause 5.1 (c) – Pre Qualification Criteria The bidder should have a positive net worth in all the 3 preceding financial years – i.e. 2022-23, 2023-2024, 2024-2025.</p>	<p>Clause 5.1 (c) – Pre Qualification Criteria The bidder should have a positive net worth in all the 3 preceding financial/Calendar years – i.e. 2022-23, 2023-2024, 2024-2025.</p>
<p>Clause 5.2 A (1) – Technical Marking Criteria Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria for an organisation having a turnover of 500 Crores.</p> <p>Type of scope: Advisory relating to Onboarding of off taker(s)/ Buyers through Long-term supply agreements / Market Assessment or Commercial Strategy for Offtake agreements /Offtake agreements for Mineral, Mining and metal sector for a public /private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government, Private Sector entities</p> <p>Sector: The work must relate to minerals, metals and mining Sectors only.</p> <p>Relevant portion of Work Order/contract and Client completion certificate to be submitted.</p> <p>Different projects (with separate Work Orders / Pos and separate scope) with the same client can be cited as separate projects</p>	<p>Clause 5.2 A (1) – Technical Marking Criteria Experience over last ten completed years and current years (FY 2016-17 to FY25-26 including current year) meeting the following criteria for an organisation having a minimum turnover of 500 Crores.</p> <p>Type of scope: Advisory relating to Onboarding of off taker(s)/ Buyers through Long-term supply agreements / Market Assessment or Commercial /Go To market Strategy /Offtake agreements for Mineral, Mining and metal sector for a public /private sector client in India.</p> <p>Type of client: Indian Central / State/ or Indian Public Sector Companies or Undertakings / Semi Government entities with majority holding of Government, Private Sector entities</p> <p>Sector: The work must relate to minerals, metals and mining Sectors only.</p> <p>Relevant portion of Work order/Contract and Client Completion Certificate/ / CA Certificate stating fees received against the original fees specified in work order establishing clear evidence of work completion to be provided.</p> <p>Different projects (with separate Work Orders / Pos and separate scope) with the same client can be cited as separate projects.</p>

<p>Clause 3.11: Indemnity</p>	<p>Clause 3.11: Indemnity</p> <p>Following para stands inserted as 3.11 (iv)</p> <p>“GMDC shall indemnify the Service Provider for any liability pertaining loss of life of GMDC’s personnel and hold it harmless from against all claims of infringement of patent, trademark or industrial design rights whatsoever invoked by GMDC appointed vendor(s), contractor(s) arising from use of the information provided by GMDC appointed vendor(s), contractor(s) for the execution of the Scope 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> <p>Remaining provisions 3.11 (i), (ii) and (iii) remains unchanged.</p>
<p>Clause 3.3 Liability of the Service Provider</p>	<p>Following para stands inserted as 3.3.5</p> <p>“Neither the Agency nor GMDC shall be liable to the other for any indirect and consequential losses or indirect loss of profit, loss of use, loss of revenue, downtime facility, loss of production, loss of interest, loss of goodwill, loss of contract”</p> <p>Remaining provisions 3.3.1 to 3.3.4 remains unchanged.</p>

Annexure -2 Bidding Schedule (Amended)

Event Description	RFP Provision	Corrigendum / Addendum
Online Submission of Price Bid	<p>The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com 17/04/2026 up-to 18:00 hrs and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.</p> <p>Technical Bid is not to be submitted online, but should be submitted in physical offline at the designated address by the deadline mentioned.</p>	<p>The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com 21.04.2026 up-to 18:00 hrs and (i) any submission of offline price bid (i.e., physical submission) or (ii) submission of price bid along with technical bid will lead to disqualification.</p> <p>Technical Bid is not to be submitted online, but should be submitted in physical offline at the designated address by the deadline mentioned.</p>
Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy	<p>The Technical Bid is to be submitted offline or before 20/04/2026 up to 15:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.</p>	<p>The Technical Bid is to be submitted offline or before 23/04/2026 up to 15:00 Hrs. at GMDC office situated at Khanij Bhavan, 132-ft. Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad-380052, by Speed Post/RPAD/Hand delivery/Courier in sealed cover duly super scribed as mentioned in the RFP.</p>
Opening of Technical Bid	<p>On 20/04/2026 at 16:00 Hrs. at GMDC office situated at Ahmedabad as per the address specified in sr. no 2</p>	<p>On 23/04/2026 at 16:00 Hrs. at GMDC office situated at Ahmedabad as per the address specified in sr. no 2</p>