

**RESPONSE TO PREBID RESPONSES****RFP :- SELECTION OF AGENCY FOR IDENTIFICATION OF TECHNICALLY SUITABLE LAND FOR A MINERAL PROCESSING PLANT IN THE CHHOTA UDEPUR DISTRICT IN GUJARAT STATE, INDIA. (GMDC/PPD/21/23-24)**

<b>Sl. No.</b>	<b>Clause No</b>	<b>Page No</b>	<b>Description in RFP</b>	<b>Bidder's Query</b>	<b>GMDC Response</b>
1.	2.3 :- Termination of Agreement for failure to commence Services	Page No 46 of 85	If the Consultant does not commence the Services within the period specified in Clause 2.2 above, GMDC may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.	A notice period of atleast two Weeks may be considered before termination.	As per RFP, no change envisaged

2.	3.2 :- Confidentiality	Page No 51 of 85	<p>The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or GMDC's business or operations without the prior written consent of GMDC, provided however that this clause shall not apply to any information (a) which already forms part of the public domain; or (b) which is received from a third party; or (c) which is independently developed; (d) which is required to be submitted to any regulatory, statutory or governmental authority; (e) information related to project's scope which the Consultant can share as the credential of the Consultant in future after the 1 (one) year beyond the contract period.</p> <p>ii) Consultant's work for GMDC is confidential and for the GMDC's internal use only. Consultant will not disclose the deliverables to any third parties without the GMDC's prior written permission. If necessitated GMDC shall sign Non-Disclosure Agreement with the Consultant</p> <p>iii) GMDC acknowledges that Deliverables are solely for its internal use and it may use the same internally. GMDC will not disclose the Deliverables or make the Deliverables available for use by any</p>	<p>Please provide the clarity on the obligation post expiry of the Contract:</p> <p>Please confirm that the confidentiality obligation shall cease on conclusion of 5 years of expiry or termination of the Contract.</p>	As per RFP, no change envisaged
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			<p>third party without the third-party first signing Consultant's standard form of non-reliance letter. Such restriction will not apply for disclosure of Deliverables under any mandatory disclosure required under law or for GMDC's internal decision making in relation to this project to the Ministries and Government stakeholders under Government of Gujarat and Government of India ("Permitted</p>		
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3.	3.3 Liability of the Consultant	Page No 52 of 85	<p>3.3.1. The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>3.3.2. The Consultant shall, subject to the limitation specified in Clause 3.3.3, be liable to GMDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.</p>	<p>The carve out mentioned in the clause exposes Consultant’s to unlimited liability, it shall be unreasonable to have unlimited liability for the given scope of work. Also Public Sector undertakings likes ONGC also limits the service providers liability to 100% of the Contract Price. (If required, details can be shared)</p> <p>We request GMDC to reconsider the content and make the below mentioned alterations:</p> <p>“Notwithstanding anything to the contrary, the aggregate maximum liability of the Consultant under this Contract shall not exceed the fees received by the Consultant under this Contract subject to this cap shall not apply to damages specified in clause 3.10(ii) and 3.11”</p>	<p>To add:  “3.3.3. The aggregate of the liquidated damages as per above sub-clauses shall be limited to a maximum of 10% (Ten percent) i.e. LD shall be levied up to 10% of the total contract value only as per provisions of 3.3.1 and 3.3.2 of the RFP.”</p>
4.	3.3 Liability of the Consultant	Page No 52 of 85	<p>Notwithstanding anything to the contrary, the aggregate maximum liability of the Consultant under this Contract shall not exceed the fees received by the Consultant under this Contract subject to this cap shall not apply to damages specified in clause 3.10(ii) and 3.11.</p>	<p>Please clarify, Bidder’s liability shall be limited to pollution and/or contamination emanating from Consultant’s equipment’s.</p>	<p>As per RFP, no change envisaged</p>

5.	3.11 Indemnity	-	<p>The Consultant shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub consultant/specialist employed by the Consultant to perform scope of work specified under this Contract or any asset /equipment deployed by the Consultant for execution of the scope.</p> <p>(ii) The Consultant 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</p>	<p>Parties do have insurance in place for respective personnel and property, to avoid duplication of insurance and thereby increase the project cost.</p> <p>Consultant accepts the liability pertaining to its personnel and property, however please confirm that GMDC shall be liable for the loss/damage/injury caused to GMDC's personnel and property.</p>	As per RFP, no change envisaged
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6.	7.2.1:- Liquidated Damages for error/variation	Page No 58 of 85	<p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by GMDC in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/Consultant's Fees for the Project.</p>	<p>We request for clarity on liability pertaining to warranty, however liquidated damages for error and variation to be deleted.</p> <p>Considering the nature of service, it shall be unreasonable to go back to site post demobilisation, can you please confirm, Consultant's obligation shall be limited to reacquisition of data while at the worksite. Following departure from the worksite, Consultant's warranty liability shall be limited to the reanalysis of data and re-issuing of report for a period of one (1) month in relation to Services.</p> <p>We also accept Clause 7.2.5 subject to the acceptance of above proposed amendments.</p>	As per RFP, no change envisaged
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7.	7.2.2:- Liquidated Damages for error/variation	Page No 58 of 85	In case of delay solely attributable to the Consultant 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 Consultant, suitable extension of time shall be granted and no liquidated damages shall be levied.	Notwithstanding the foregoing, if the Consultant meets the final delivery date of the project schedule, the Consultant should not be liable for any liquidated damages for its failure to meet any of the prior Milestones	As per RFP, no change envisaged
8.	SECTION IV: CONSULTING FEES AND PAYMENT TERMS	Page No 41 of 85	Payment (Section IV)	a)We understand that any milestone shall be approved or rejected within 7 days of receipt of request from the Consultant. b)Would request adding a milestone for payment on mobilisation and completion of the field work.	As per RFP, no change envisaged
9	General			Kindly let us know whether preference will be given to Government department for the execution of the RFP.	As per RFP, no change envisaged

10	General			Kindly let us know if there are any relaxations in EMD and tender fees for Government departments?	As per RFP, no change envisaged
11	SECTION IV: CONSULTING FEES AND PAYMENT TERMS	Page No 41 of 85	Payment (Section IV)	Kindly let us know is there any mobilization advance before commencement of the works.	As per RFP, no change envisaged