



Request for Proposal

For

**Selection of Owner's Management Consultant for Operationalization and Commercialization of GMDC's
Kadipani Expansion Project (KEP)**

RFP NO.: GMDC/KEP/69/2024-25

Answer to Pre- Bid Queries and Corrigendum - 2

Gujarat Mineral Development Corporation

May 2025

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
1	Section: Bid evaluation criteria S. No. 5.2 Page: 38	<p><u>Metal Mining Expert</u></p> <p>Minimum qualification</p> <ul style="list-style-type: none"> Graduate from premier engineering institutes ranking in top 20 NIRF Ranking (India Rankings 2024: Engineering) published by Ministry of Education, Govt of India. Should have 10 years of minimum relevant experience. <p>Marking Criteria</p> <p>Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> 2 relevant projects / assignments: 1 mark. More than 2 relevant projects / assignments: 2 marks <p>Length of experience: 2 marks</p> <ul style="list-style-type: none"> 7 to 8 years: 1 mark More than 8 years: 2 marks Total (1+2): 4 Marks 	<p>In the marking criteria for the “Metal Mining Expert” position, there appears to be an inconsistency, where the minimum qualification specifies 10 years of experience, while the marking criteria indicate 8 years.</p> <p>We request that the criteria are revised to 7 years of minimum relevant experience and accordingly, the clause may be modified to read as:</p> <p>Minimum qualification</p> <ul style="list-style-type: none"> Graduate from premier engineering institutes ranking in top 20 NIRF Ranking (India Rankings 2024: Engineering) published by Ministry of Education, Govt of India Should have 7 years of minimum relevant experience. 	<p>The typo error stands amended as follows.</p> <p>“Should have 7 years of minimum relevant experience.”</p>
2	Section: Bid evaluation criteria S. No. 5.2 Page: 38	<p><u>Program Management Expert</u></p> <p>Minimum qualification</p> <p>Graduate Engineer plus Certified Project management Professional (PMP) or Post graduate in Management or MBA</p>	<p>In the marking criteria for the “Program Management Expert,” the requirement currently specifies greater than 7 years of experience for maximum marks.</p> <p>Considering that the expert will be deployed exclusively for managing scope related to Part 1, we propose revising the maximum score criterion to 5 years. This</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>Should have minimum of 5 years of experience</p> <p>Marking Criteria</p> <p>Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 mark. • More than 2 relevant projects / assignments: 2 marks <p>Length of experience: 2 marks</p> <ul style="list-style-type: none"> • 5 to 7 years: 0.5 mark • More than 7 years: 1 mark • Total (1+2): 4 Marks 	<p>adjustment would facilitate the full-time deployment of a senior consultant with the appropriate expertise, while aligning with the specific requirements of the scope.</p> <p>Considering this, we kindly request that the clause be modified to read as:</p> <p>Program Management Expert</p> <p>Minimum qualification</p> <ul style="list-style-type: none"> • Graduate Engineer plus Certified Project management Professional (PMP) or Postgraduate in Management or MBA • Should have minimum of 3 years of experience <p>Marking Criteria</p> <p>Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 mark. • More than 2 relevant projects / assignments: 2 marks <p>Length of experience: 2 marks</p> <ul style="list-style-type: none"> • 3 to 5 years: 0.5 mark • More than 5 years: 1 mark • Total (1+2): 4 Marks 	
3	Section: Bid evaluation criteria S. No. 5.2	<p><u>Technical scoring criteria</u></p> <p>Approach and methodology (40)</p>	Given the importance of this engagement, we propose that the scoring for approach and methodology be based solely on a multimedia presentation. This	Bidder shall need to submit the abstract of A&M document as a part of Technical Proposal. Bidders are permitted to present detailed

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	Page: 36	<ul style="list-style-type: none"> • Evaluation will be done as per resumes shared and interaction of resource with evaluation committee. • Understanding of rare earths mining and minerals ecosystem. • Challenges faced by Global REE players • Understanding of global best practices and vendor landscape for rare earths mining and asset management • Execution approach and methodology for KEP Project asset operationalization including mining, beneficiation, separation and related infra. • Clarity of deliverables and work-plan 	<p>format offers a more effective platform to showcase perspectives, highlight past experiences, and articulate the tailored approach being adopted for the engagement.</p> <p>In several comparable procurements by PSUs and government agencies, evaluation through multimedia presentations is a commonly followed practice. This approach also allows sufficient time to develop a well-considered, right-fit strategy for each engagement, ensuring alignment with the project's objectives.</p> <p>Therefore, we kindly request that the approach and methodology section submission be made at the time of the multimedia presentation, and not as part of the technical bid. As part of the multimedia presentation, we will share a signed copy of the presentation for your records and consideration.</p>	multimedia presentation during the presentation stage.
4	Section 4.3 Format and Signing of Bid, Clause b Page: 30-31	<p>The Bid must be properly signed by the authorized signatory (the "Authorized Signatory") as detailed below:</p> <p>1) By a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited</p>	We are a company incorporated under the Indian Companies Act 2013. A certified true copy of the resolution passed in the minutes of meeting of the board of directors of the company authorizes the partner of the firm to sign the bid by vesting power in them. We	Yes, it is acceptable

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		<p>Company or a Limited Liability Partnership firm as per the respective Indian laws.</p> <p>2) In case of the Bidder being a Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.</p>	<p>have used this board resolution across multiple PSU/ Govt. tenders – and with it, there is no need of any further power of attorney.</p> <p>Request if the same can be acceptable to GMDC for this tender as well, rather than the need for any additional PoA.</p>	
5	Cl 1.6 Schedule of Bidding	Last Date/Time for bid submission: - 22.04.2025 upto 18:00 Hrs Amended Schedule : 06.05.2025	The Pre-bid meeting was held on 07th April 2025 and the responses may be published a few days after that. 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.	Bid Submission date extended. Please refer to Annexure 3 for the amended clause 1.6 “Bid Schedule”.
6	Cl 5.2 A (1) page no -35	Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets. Assignments	We request you to amend the clause as: “Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets.	Clause 5.1 (C) and clause 5.2 A (1) stands amended as below. “Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining

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		<p>may be for companywide or asset specific work in India.</p> <p>Each assignment fees >= Rs 4 Crore</p>	<p>Assignments may be for companywide or asset specific work in India.</p> <p>Each assignment fees >= Rs 2 Crore (Inclusive of taxes)”</p>	<p>sector assets. Assignments may be for companywide or asset specific work in India.</p> <p>Each assignment fees incl of taxes >= Rs 2 Crore ”</p>
7	Cl 5.2 A (2) page no -35	<p>Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for critical minerals¹ .</p> <p>Assignments may be for companywide or asset specific work Globally/India.</p> <p>Each assignment fees >= USD 0.5 Mn.</p> <p>¹ critical Minerals as defined as per the critical mineral list published by Government of India</p>	<p>We request you to amend the clause as:</p> <p>“Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for critical minerals¹ .</p> <p>Assignments may be for companywide or asset specific work Globally/India.</p> <p>Each assignment fees >= Rs 0.5 crore (inclusive of taxes).</p> <p>¹ critical Minerals as defined as per the critical mineral list published by Government of India”</p>	<p>The clause 5.2 A (2) stands amended as below.</p> <p>“Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for critical minerals¹ .</p> <p>Assignments may be for companywide or asset specific work Globally/India.</p> <p>Each assignment fees (inclusive of taxes) >= Rs 0.5 crore.</p> <p>¹ critical Minerals as defined as per the critical mineral list published by Government of India”</p>
8	Cl 5.2 A (4) page no -36	<p>The Bidder’s ranking (or wholly owned entity / affiliate member of such global consulting company with the same brand name) in terms of best consulting firms in Asia Pacific</p>	<p>We request you to amend the clause as:</p> <p>“The Bidder’s ranking (or wholly owned entity / affiliate member of such global consulting company with the same brand name) in terms of best consulting firms in</p>	<p>The clause 5.2 A (4) stands amended as below.</p> <p>“The Bidder’s ranking (or wholly owned entity / affiliate member of such global consulting company with the same brand name) in terms of best consulting firms in Asia Pacific for</p>

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any										
		for “Management consulting” in year 2025 as published by Vault.com .	Asia Pacific for “Management consulting” in year 2024/2025 as published by Vault.com”	“Management consulting” in year 2024/2025 as published by Vault.com”										
9	Section 1.1, Pg. no. 8 Part 1: Program Management	The OMC Consultant shall undertake Part 1 of the Scope on continuous basis during the Contract Period. The OMC Consultant shall deploy at least one resource (i.e. Program Management Expert) for undertaking scope pertaining to Part 1 only. This resource shall exclusively work on the Part 1 of the Scope of Work and not be deployed for executing the Scope of Work for Part 2 of the Scope. GMDC shall make monthly payment for Part 1 of the Scope during the Contract Period.	<p>We propose that the payment shall be made on the following basis</p> <p>a. Deployment Basis – INR ‘per month per person’ X 12</p> <p>b. Milestone Basis</p> <table border="1"> <thead> <tr> <th>Milestone description</th> <th>Payment Terms</th> </tr> </thead> <tbody> <tr> <td>Risk identification and mitigation strategy / Risk Register</td> <td>25%</td> </tr> <tr> <td>Capex prioritization schedule based on project schedule</td> <td>25%</td> </tr> <tr> <td>Organisation structure and hiring plan</td> <td>25%</td> </tr> <tr> <td>Conceptual design for research hub and Operating Model</td> <td>25%</td> </tr> </tbody> </table> <p>We understand that the assignment requires a pool of experts such as mining expert, technical expert, HR expert, etc. which will be working from backend while the deployed person shall act as the project coordinator. Therefore, we propose both deployments based as well as milestone-based payment terms.</p>	Milestone description	Payment Terms	Risk identification and mitigation strategy / Risk Register	25%	Capex prioritization schedule based on project schedule	25%	Organisation structure and hiring plan	25%	Conceptual design for research hub and Operating Model	25%	Payment Terms for the Part 1 of the Scope of Work stand amended as per the Annexure -1 of this Document.
Milestone description	Payment Terms													
Risk identification and mitigation strategy / Risk Register	25%													
Capex prioritization schedule based on project schedule	25%													
Organisation structure and hiring plan	25%													
Conceptual design for research hub and Operating Model	25%													

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			GMDC shall make monthly payment for Part 1 of the Scope during the Contract Period <u>in addition to the milestone-based payments.</u>	
10	Section 1.1 (A) (i), Pg. no. 9 Part 1: Program Management	Review of status of project in terms of project details, studies completed, documents and any other preparation work already in progress relating to the project.	We understand that any database or reference materials relevant to the assignment, if required during the course of engagement, will be provided/procured by GMDC. Please confirm our understanding.	GMDC shall provide the information/documents available with it upon signing of NDA with the selected firm. Any other documents/ database relevant to the assignment shall be arrange/procured by the OMC.
11	Section 1.1 (A) (iv), Pg. no. 10 Part 1: Program Management	Assist GMDC in the preparation of yearly Budget in order for GMDC to ensure funds availability for timely execution of sub tasks / sub activities as per the project schedule.	We understand that we can only provide input from a technical perspective. GMDC shall be responsible for the preparation of the budget. Please confirm our understanding.	Primary ownership of the budget shall remain with GMDC. However, the OMC shall assist with the preparation of draft budget which can be finalized based on iterative process.
12	Section 1.1 (C) (ii), Pg. no. 10 Part 1: Program Management	(ii) Consolidate inputs from works of all Consultants, Service Providers & vendors of various modules of the project in close coordination with the Project Team for seamless execution.	We understand that any database or reference materials relevant to the assignment, if required during the course of engagement, will be provided/procured by GMDC. Please confirm our understanding	GMDC shall provide the information/documents including studies available with it upon signing of NDA. The Purchasing of any additional documents/ databases relevant to the scope shall be procured by the OMC.
13	Section 1.1 (C) (vi), Pg. no. 11 Part 1: Program	Undertake Contract admiration with respect to monitoring the contractual obligations of various vendors, consultants and Service providers appointed for the	We understand that our services for resolution of any contractual issues shall be advisory in nature, and we will not provide any legal support. Please confirm our understanding.	Yes, your understanding is correct

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	Management	operationalization and commercialization of KEP Project assets. Support GMDC in resolving any contractual issues that may arise during the course of implementations.		
14	Section 1.2, Pg.no. 12 Part 2: Implementation support for Operationalization and commercialization of GMDC's KEP Project assets through Market engagement and transaction advisory support.	(a) Technical consultant for Project feasibility study and any other technical study which may be required	We understand our role will be selection of a Technical Consultant for the preparation of project feasibility study through RFP process. Please confirm our understanding.	In relation to this scope item, the OMC 's scope is to assist GMDC in undertaking Bid Process/ Transaction Advisory for the selection of a Technical Consultant for the preparation of project feasibility study and any other technical studies as per the Transaction Advisory Scope specified in Part 2 of the Scope.
15	Section 1.2, Pg. no. 12 Part 2: Implementa	(d) EPC player for construction of Beneficiation plant	We understand that a technical consultant shall be appointed as an EPCM Consultant responsible for: a) Basic Engineering	Yes your understanding is correct.

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	tion support for Operationalization and commercialization of GMDC's KEP Project assets through Market engagement and transaction advisory support.	(e) EPC player for construction of Separation plant (f) O&M service provider for O&M of beneficiation plant as well as Separation plant.	b) Finalization of Packages c) Procurement Services for selection of EPC Contractor and Balance of the Plant (BoP) Contractor. d) Detailed Engineering e) Construction Management f) Project Management g) Inspection services h) Commissioning Services i) Post commissioning Services Please confirm our understanding.	
16	Section 1.2(A) (iv) (iii), Pg. no. 12 Part 2: Implementation support for Operationalization and commercialization of GMDC's KEP Project assets	Develop comprehensive bid strategy including the type of bidding process (single stage/ two stage), key contractual terms and evaluation methodology (both technical and commercial with appropriate QCBS evaluation criteria/ L1 based criteria/ Auction/ Reverse auction etc.) to ensure selection of suitable vendor.	We understand that our role in the assignment shall be advisory in nature, and we are not responsible for taking any decision on behalf of the client. Please clarify our understanding.	Yes, your understanding is correct, but OMC shall need to assess different evaluation methodologies relevant to the assignments and suggest the appropriate methodology with rationale for enabling the decision making.

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	through Market engagement and transaction advisory support.			
17	Section 1.2(A) (vi) (i), Pg. no. 13 & Section 1.2(A) (vi) (vi), Pg. no. 13 Part 2: Implementation support for Operationalization and commercialization of GMDC's KEP Project assets through Market engagement and transaction	<ul style="list-style-type: none"> Launch RFPs and conduct engagement with potential bidders to maximize participation in RFP. Develop bid evaluation reports including technical, commercial and composite scores. 	<p>We understand that our role involves supporting GMDC in the preparation of RFPs and not launching the RFP.</p> <p>Also, we understand that the consultant shall support GMDC with the evaluation of the objective criteria (against pre-defined and quantified parameters). Any subjective evaluation shall be carried out by GMDC.</p>	<p>The scope involves supporting GMDC in the preparation of RFPs. The publications/ launch of the RFP shall be undertaken by GMDC.</p> <p>The Scope also involves assisting in preparation of pre bid queries and amendment if any, bid evaluation based on evaluation criteria (objective criteria to be evaluated by the OMC and provide technical inputs in evaluation of subjective criteria), drafting of LOA & Agreement as well as assisting in closure of agreement.</p>

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
	advisory support			
18	Section 5.1.(c), Pg. no. 34 Pre-Qualification Criteria	Experience over the last ten years for executing consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets. Assignments may be for companywide or asset specific work in India with fees > Rs 4 crore.	<p>We suggest the following amendment to the existing clause: Experience over the last ten years for executing consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets. Assignments may be for companywide or asset specific work in India with fees > Rs 4 crore</p> <p>We are a leading consulting firm with a proven track record of delivering strategic projects for major government PSUs such as MECON, NMDC, JSMD, JEMCL, etc. in the mining and metals sector. You would appreciate that the service fee in the Government PSU tendering process is a barometer to the process of selection. Hence, any assignment won on the L1 basis generally have lower service fee despite having similar complexity or effort requirement. Hence, we request to allow the number of similar assignments rather than restricting the assignment qualification w.r.t value of work and the period when the assignments were completed. Most of the Government PSU</p>	Please refer to Answer to Pre Bid query no 6 for the amended clause.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
			goes for number of assignments and not the service fee.	
19	Section 5.1. (d), Pg. no. 35 Pre-Qualification Criteria	Consortium is not permitted to participate in the bidding process.	<p>We understand that not allowing subcontracting to limit good consulting firms to participate as many of them including PwC rely upon subcontractors for specific tasks such as CAPEX/OPEX estimation, production planning, etc.</p> <p>Please note that <u>almost all the other PSUs</u> have allowed subcontracting in similar tenders. Therefore, we request consortiums to participate in this tender to leverage combined expertise.</p>	Please note that the Consortium/ JV of two parties are not permitted to participate in the Bidding. However, for any specific technical matter requiring advice/inputs from experts or specific agencies, the OMC may engage sub-Service providers/ sub consultants under intimation to Authority/GMDC during the execution of the work as per clause 4 h) of section V of the RFP.
20	Section 5.1. (e), Pg. no. 35 Pre-Qualification Criteria	The Bidder shall offer in the proposal and make available all the key resources/Team members as per the minimum qualification and experience specified in Clause 5.2 (second table). Additionally, the Bidder shall commit to deploy any special domain area experts in mineral and mining sector for special consultation / advice as required for this engagement without any additional cost.	We propose that the requirement to deploy special domain area experts in the mineral and mining sector without additional cost be reconsidered to include appropriate resource costing. This adjustment acknowledges the specialized knowledge and expertise these professionals bring to the project, which is critical for achieving high-quality outcomes. By recognizing the financial implications associated with acquiring such specialized resources, it can be ensured that the consulting team is adequately supported to address complex challenges effectively.	The deployment of minimum resources is specified in the RFP clause 5.2. For any additional resources required for execution of the Scope, the Bidder, basis its previous experience, can estimate for inputs from such experts and load such costs in its price proposal. Keeping the contract price open-ended is extremely difficult for PSUs.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
21	Section 5.2.A (1), Pg. no. 35 Technical Score Criteria	<p>Experience over the last ten years for consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets. Assignments may be for companywide or asset specific work in India.</p> <p>Each assignment fees >= Rs 4 Crore</p>	<p>We suggest the following amendment to the existing clause: Experience over the last ten years for executing consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets. Assignments may be for companywide or asset specific work in India with fees >=Rs 4 crore.</p> <p>We are a leading consulting firm with a proven track record of delivering strategic projects for major government PSUs such as MECON, NMDC, JSMD, JEMCL, etc. in the mining and metals sector. You would appreciate that the service fee in the Government PSU tendering process is a barometer to the process of selection. Hence, any assignment won on the L1 basis generally have lower service fee despite of having similar complexity or effort requirement. Hence, we request to allow the number of similar assignments rather than restricting the assignment qualification w.r.t value of work and the period when the assignments were completed. Most of the Government PSU goes for number of assignments and not the service fee.</p>	Please refer to Answer to Pre Bid query no 6 for the amended clause.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
22	Section 5.2.A (4), Pg. no. 36 Technical Score Criteria	The Bidder's ranking (or wholly owned entity / affiliate member of such global consulting company with the same brand name) in terms of best consulting firms in Asia Pacific for " Management consulting " in year 2025 as published by Vault.com.	We kindly request you to reconsider and include the top 10 consulting firms in Asia Pacific for "Management Consulting" in the year 2025, as published by Vault.com as it will not only broaden the pool of bidders for GMDC but also allow competitive costing and selection of the most suitable consultancy firm for the assignment.	Please refer to Answer to Pre Bid query no 8 for the amended clause.
23	Section 5.1 (f) at Pg. no. 35 and Clause 6.6 (ii) (ii) at Page 44, Annexure 8 at Pg.no. 94 Pre-Qualification Criteria	(f) The Bidder should not have been not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking. (ii) GMDC reserves the right to reject any Bid if: Bidder is blacklisted/barred by any Government Agency. Annexure-8 I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in	We note that the declarations sought in the RFP are not in line with the eligibility criteria as the PQC criteria state that the bidder should not have been blacklisted as on the bid submission date whereas the other section/annexures require the bidders to confirm whether they are blacklisted . In view of the same, we request you to please align Section 5.1 (f) at Page 35 with Section 6.6 (ii) (ii) at Page 44, Annexure 8 at page 94 and allow bidders to confirm that they are not blacklisted by the named authorities as on date. We request GMDC to kindly appreciate the details of a pending enquiry or investigation against an entity is confidential information of such bidding entity. Such enquiry or investigation even if adversely determined, may not necessarily impact the entity's ability to perform the services under this RFP.	Please note Bidder bidder should not have been blacklisted as on the bid submission date by any Government Agency as per clause 5.1 (f). For the purpose of clarification, the clause 6.6 (ii) second bullet point stands amended as below. "Bidder is blacklisted/barred by any Government Agency as on Bid submission date " Please note Annexure 8 of RFP is already align with above.

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		Project/s, either individually or as member of a Consortium as on the _____-(Bid submission Date).	Hence, we request GMDC to kindly modify the undertaking/qualification criteria to the effect that the bidders are required to submit only a declaration (without mentioning details of investigation or enquiry) stating that there is no material pending enquiry or investigation for a non-grave offence which if adversely determined would impact the ability of the Bidder to perform services under the RFP. In that regard, we request that the bidder should be allowed to declare that there are no pending criminal investigations/proceedings by a regulatory authority against bidder or its current Board of Directors, as on the date of submission of this bid in their profession capacity in any Court of Law regarding execution of any professional project/work executed/being executed by bidder.	
24	Section 6.6 (ii) (vii), Pg. no. 44 Verification and Disqualification	Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy	We request the client to modify the undertaking to the effect that any such termination should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-	It can be accepted

Sl. No.	Clause No. & Page no.	Clause Description						Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any												
								performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm.													
25	Section 1 (A), Pg no 53 Service Fees and Payment Terms	S r n o	particulars	Unit	No. of months (A)	Monthly fees (B)	Total fees (A*B)	We propose the following payment schedule for part-1 of the scope in line with the suggested payment terms for part 1 of the scope of work: -	Please refer to Annexure 1 of this document for the amended clause.												
1	Program management as per the Scope of work specified in Section II									Lumpsums	12										
								<table border="1"> <thead> <tr> <th>Sr no.</th> <th>Particular</th> <th>unit</th> <th>No. of months (A)</th> <th>Monthly fees (B)</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Deployment of Resource as per Section No 1.1 at pg no 8</td> <td>Man-Month Rate</td> <td>12</td> <td></td> <td></td> </tr> </tbody> </table>	Sr no.	Particular	unit	No. of months (A)	Monthly fees (B)	Total	1	Deployment of Resource as per Section No 1.1 at pg no 8	Man-Month Rate	12			
Sr no.	Particular	unit	No. of months (A)	Monthly fees (B)	Total																
1	Deployment of Resource as per Section No 1.1 at pg no 8	Man-Month Rate	12																		

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification					Response / Addendum / Corrigendum if any	
			2	Program management as per the Scope of work specified in Section II	Lu mp su m	NA	NA		
			Grand Total						
26	Section 2 (b) (i), Pg no 56 Payment Terms	<p>(i) RFP launch and Award of the Contract</p> <ul style="list-style-type: none"> • Technical Consultant for feasibility and any other studies.: 15% • Technical PMC: 15% • Support Infrastructures: 20% 	We understand that the number of RFPs to be prepared shall depend upon the feasibility assessment and the business model finalized. Therefore, we suggest that the payment shall be made on Prorata Basis.					No of RFPs which can be prepared can be deducted from the Scope. Bidders quote lump sum costs for Blocks as per the RFP provisions. RFP Conditions remain unchanged.	
27	Annexure 9, Pg no 95-96 Annexure 9: Format of power of attorney for authorizing Bidder's Signatory	The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on --- Day of ----- ----, 20__ in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the	We would like to highlight that the Companies (Amendment) Act, 2015 made the common seal optional and not mandatory. We are a private limited company incorporated under the Companies Act, 1956. We therefore request deletion of the requirement of common seal in the Annexure.					<p>Bidder may exercise any of the below-mentioned options as per the amendments in companies act , 2015.</p> <ol style="list-style-type: none"> 1. Placing of common seal of the Bidding firm for authenticating the document. 2. All documents that require affixing the common seal can be signed by two directors or one director and a company 	

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
		Company/firm of [name of the company]		secretary instead of affixing the common seal.
28	-	Last date of bid submission	We would request the authority for an extension by 2 weeks in the submission deadline i.e., till 8th May 2025.	The Bid submission date is extended. Please refer to Annexure 3 of this document for the amended Bid Submission schedule.
29	-	Request for Approval to Digitally Sign and Stamp Proposal Response	We would request the authority to kindly allow us to use scanned copy of signatures and stamp in the proposal response due to the authorized signatory potentially being unavailable at the time of bid submission because of business travel.	Digital signatures can be acceptable.
30	Page No. 34 5.1 Pre- Qualificatio n Criteria	Clarification on Minimum Number of Engagements for PQC Criteria	We would request the authority to clarify the minimum number of engagements required under the criteria for PQC as stated below: "Experience over the last ten years for executing consulting assignments involving design and/or implementation of business strategy/ operating model/ partnership strategy / contracting strategy/ capex program management for metal/ minerals/ mining sector assets. Assignments may be for companywide or asset specific work in India with fees > Rs 4 crore."	Bidder shall need to have experience of at least one project as per the PQ criteria specified in 5.1 (C).
31	Page No. 35 5.2 Technical Score	Clarification on Eligible Consulting Experience	We would request the authority to clarify whether under A (1) and A (2) we specifically need to showcase our experience in capex program	Under the criteria A (1) and A (2), the Bidder shall need to showcase design and or Implementation experience of business strategy/ operating model/ partnership

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
	Criteria, A (1) & A (2)		management, or if assignments related to operational turnaround, business building, growth strategy, and blueprint development etc. in the metal, minerals, and mining sector would also be considered.	strategy / contracting strategy/ capex program management for sectors specified therein.
32	Page No. 35 5.2 Technical Score Criteria, A (3)	Clarification on Eligible PSUs	We would request the authority to clarify whether experience in consulting assignments for Gujarat Public Sector Companies under A (3) applies exclusively to Gujarat-based PSUs or if national PSUs operating in Gujarat also qualify	It is applicable to Gujarat Government's PSU.
33	Page No. 35 and 85 Annexure 2: Bidder's Organization and Experience, Clause No. 5.2 Technical Score Criteria	Bidder's Organization and Experience	Due to the client confidentiality norms, we cannot submit WO/ PO/ LOI/ contract/ completion certificates etc. Hence, as allowed in the RFP we will be submitting the project/ engagement details certified from our Managing Director/ Managing Partner/ CEO and a third party Chartered Accountant (CA) as mentioned below. We would like to clarify that we would not be able to share the following due to client confidentiality <ul style="list-style-type: none"> • Client Address • Total No of staff-months of the Assignment/job • Name of associated Service providers, if any: 	It is acceptable.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
			<ul style="list-style-type: none"> No of professional staff-months provided by associated Service providers: Name of senior professional staff of your firm involved and functions performed Description of the current Assignment/job provided by your staff within the Assignment/job: Please confirm if this is acceptable to the authority.	
34	Page No. 35 5.2 Technical Score Criteria, B	Clarification on Submission of Technical Presentation	We would request the authority to clarify whether the technical presentation needs to be submitted along with the technical proposal.	Bidder shall need to submit the abstract of A&M document as a part of Technical Proposal. Bidders are permitted to present detailed multimedia presentation during the presentation stage.
35	Page No. 35 5.2 Technical Score Criteria, B	Clarification on Tentative Timeline for Technical Presentation	We would request the authority to clarify if there is a tentative timeline for the technical presentation. This information would help us plan and prepare more effectively	The Bidders meeting the PQ criteria will be informed about the time and schedule of the Presentation. It may tentatively be scheduled within 15 to 20 days from the Bid Submission date
36	Page No. 9 1. Scope of Work	Clarification on Finalization of Downstream Units in the Hub	We would request the authority to kindly confirm whether the types of downstream units in the Hub have been finalized (e.g., catalyst manufacturers, magnet manufacturers, EV manufacturers, etc.).	Tentative types are finalized which may be catalyst manufacturers, magnet manufacturers, EV manufacturers etc.
37	Page No. 9 1. Scope of Work	Clarification on Location Finalization for Downstream Hub	We would request the authority to kindly let us know if the location for the	Finalization of the Location of downstream Hub is not part of OMC's scope, and it has already been finalized.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
			downstream Hub has been finalized or if it is included in the scope.	
38	Page No. 10 1. Scope of Work	Clarification on Contractual Issues Scope for Consultant	We would request the authority to kindly let us know relevant examples of contractual issues where the consultant is expected to provide resolution.	Under the Project management scope, the OMC consultant shall assist the GMDC resolving any contractual issues by providing interpretation of RFP clauses/provisions for only those Vendors who are appointed through assistance from the OMC. It may be related to contract conditions such as payment, penalties, SLA breach etc. No legal/regulatory support is under OMC's scope.
39	Page No. 13 1. Scope of Work	Clarification on Timeline for Feasibility Study Inputs	We would request the authority to kindly let us know the approximate timeline for when inputs for the feasibility study will be made available by the pre-feasibility study technical consultant.	The inputs from the pre-feasibility study may be available after 5 to 6 months.
40	Page No. 16 1. Scope of Work	Clarification on MoUs for Products Offtake	We would request the authority to kindly let us know whether the MoUs for products offtake refer exclusively to products from KEP or if they apply to all GMDC assets	It refers to products from KEP only.
41	Page No. 16 1. Scope of Work	Clarification on RFP Timeline for Technical PMC	We would request the authority to kindly confirm whether the timeline for RFP preparation of the technical PMC will be BI 2, considering that this RFP preparation may require specific inputs from the project feasibility study.	The appointment of the Technical PMC is envisaged during the Block 2 at this stage.
42	Page No. 18 1. Scope of Work	Clarification on Investment Preferences for GMDC	We would request the authority to kindly let us know whether GMDC would be open to private investment or if it intends	GMDC is open for Private and public investment into Hub.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
			to consider only public sector investments.	
43	Page No. 18 1. Scope of Work	Clarification on Market Engagement Components for Downstream/Offtakes Hub	We would request the authority to kindly let us know the components of 'Market Engagement 3' for the Downstream/Offtakes Hub referred to here and whether 'Market Engagement 2' is the same as the one defined in Section 1.2A.	Please note that Market engagement 2 is related to creating a proposition of investment into REE Hub whereas Market engagement 3 is related to finalizing the Offtake agreement.
44	-	POA	<p>We would request the authority to kindly confirm if we can use our standard template provided below for the Power of Attorney (in place of Annexure 9):</p> <p>"POWER OF ATTORNEY</p> <p>I, [Name], the duly constituted [Title] of [Entity Name], [an entity] organized and existing under the laws of India (the "Company"), acting on behalf of the Company and being duly authorized to do so, do hereby nominate, appoint and constitute on behalf of the Company, [Name] (the "Attorney"), as the Company's true and lawful attorney in fact, to represent the Company in connection with the request for proposal for [name and number of project] by [name of client] (the "RFP"), and to execute and deliver for and on behalf of the Company the RFP documents and to</p>	Bidder is expected to use POA format provided in Annexure 9 to the extent possible. In case of difficulties, the Bidder can use its own format provided it does not deviate from the spirit of provisions stated in Annexure 9. The suggested format is also acceptable.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
			<p>comply with any other requirements connected to or arising from the RFP documents and/or the RFP process. The foregoing powers and authorities are to be performed and carried out in compliance with applicable laws and in accordance with the policies and practices of the Company. The Company shall have the power to revoke this Power of Attorney at any time. Termination of employment of the Attorney with the Company or its affiliates, as the case may be, shall be</p>	
45	Page No. 8 SECTION II: TERMS OF REFERENCE / SCOPE OF WORK	Clarification on Scope of Advisory for Land Acquisition and Regulatory Approvals	<p>We would clarify that as per our service line boundaries we cannot advise clients on land acquisition or legal/regulatory approvals required for the same. The client will need to engage their own legal team or an external legal counsel for this. However, we can do general objective analysis on advantages / disadvantages w.r.t. location, logistics, surrounding ecosystem, facilities etc.</p>	<p>Bidders are not expected to advise on land acquisition or legal/regulatory approvals. However, it is required to assist GMDC in tracking progress for land acquisition and other regulatory approval processes as against the Project Schedule.</p>
46	Page No. 8 SECTION II: TERMS OF REFERENCE / SCOPE OF WORK	Clarification on Advisory Role for Health & Safety in Mine Operations	<p>We would clarify that, as a strategic and management consulting firm, providing advice on Health & Safety aspects related to mine operations may not fall within our expertise. We believe these matters are best addressed by an engineering firm. While we can offer fact-based insights, we recommend that the client</p>	<p>Please note, the Health & Safety in Mine Operations Is not part of OMC 's Scope under this RFP.</p>

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
			have the advice independently vetted by their legal or engineering team to ensure compliance with the latest H&S protocols and requirements.	
47	Page No. 8 SECTION II: TERMS OF REFERENCE / SCOPE OF WORK	Clarification on Responsibility for Drafting and Preparing RFPs	We would clarify that we cannot draft or prepare RFPs for the client to appoint vendors/service providers, as this is outside the Firm's service-line boundaries. However, we can help provide background knowledge, analysis and fact base to enable clients to prepare RFPs	Preparing RFPs for appointment of vendors are part of Scope of OMC under this RFP.
48	Page No. 8 SECTION II: TERMS OF REFERENCE / SCOPE OF WORK	Clarification on Scope of RFP Launch and Bidder Engagement	We would clarify that we cannot launch the RFP or engage with potential bidders, as these activities fall outside our PSE requirements. However, we can help with project management support without getting involved in the RFP processes / decisions.	Preparing RFPs for appointment of vendors are part of Scope of OMC under this RFP.
49	-	Clarification on Use of Existing Agreement for Contracting	We would request the authority to kindly confirm whether, in the event we win the bid, the client will be open to using our existing negotiated and signed agreement with GMDC or adopting the same terms for ease of contracting.	GMDC shall sign the agreement with the Successful Bidder as per the format provided in Section V of the RFP after incorporating any amendment published as part of pre bid responses.
50	Page No. 45 6.9 Confidentiality	Clarification on Mutual Confidentiality Obligations in RFP	We would request the authority to kindly confirm whether the confidentiality obligations under the RFP can be made mutual, as the current terms impose obligations solely on the Firm.	Confidentiality obligations are mutual as per clause 3.2.3 (page no 70).

Annexure 1: Service Fees and Payment Terms (amended Provisions)

The table placed in clause 1 A : Part -1 Program Management Scope stands amended as below.

Sr. No.	Particular	Unit	No of Months (A)	Total Service Fees for Part 1 (Rs. Lakh)
(i)	Program management as per the Scope of work specified in Section II	Lumpsum	12	

2. Payment Terms

a) Payment Terms for Part 1 of the Scope of Work stands amended as below

- (i) GMDC shall make payment of Service Fees to the OMC Consultant partly on Monthly basis and partly on Milestone basis towards its Services for Part 1 of the Scope as per the below mentioned proportion.

	As % of Part 1 Fees
Monthly Payment	70%
Milestone based Payment	30%

(ii) Monthly Payment

- 1) GMDC shall make a portion of payment of Service Provision fees under Monthly Payment separately on a monthly basis. The amount for such payment shall be arrived at by dividing total Monthly Service Fees (i.e 70% of Part 1 Fees as per the table in (i) above) by 12 months.
- 2) The Service Provider shall submit invoice at the end of each month. Authority shall make payment within 15 days of submission of invoices after receiving the Monthly Progress Report and subject to deduction if any damages pursuant to contract conditions.
- 3) The OMC Consultant shall be required to deploy atleast one resource (i.e. Program Management Expert) exclusively for undertaking scope pertaining to Part 1 only. This resource shall exclusively work on the Part 1 of the Scope of Work and not be deployed for executing the Scope of Work for Part 2 of the Scope. In case any of the resource is absent for a particular period of time then proportionate deduction for non deployment/absence period shall be made. In the event of repeated non-deployment/ absence of manpower for unreasonable time then it shall be considered OMC's Event of Default.
- 4) Applicable GST, over and above approved Consulting Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Consultant. (vi) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

(iii) Milestone based Payment for Part 1 of the Scope

- 1) The payment for the Milestone based 1) proportion shall be made as per the payment milestones specified hereunder.

Deliverables	Timeline	Payment Milestone - as proportion of the Part 1 of the Scope
Project schedule	T+ 2 months	6%
Risk identification and mitigation strategy / Risk Register	T+ 3 months	6%
Capex prioritization schedule based on project schedule	T+ 3 months	6%
Organisation structure and hiring plan	T+ 8 months	6%
Conceptual design for research hub and Operating Model	T+ 11 months	6%
Total		30%

"T" is defined as commencement date. The Commencement date shall be seven days from the date of signing of the Agreement or mutually agreed early date when the Service provider shall commence the work.

- 2) The OMC consultant shall submit invoices upon achieving milestone stated in sub clause (iii) 1) hereinabove. Authority shall make payment within 15 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to contract conditions.
- 3) Applicable GST, over and above approved Service Provision Fees, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service Provider.
- 4) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act

b) Payment Terms for the Part 2 of the Scope of Work remains unchanged

Annexure 2: Amended Price Bid Format (Amended Annexure-11)

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://gmdctender.nprocure.com>. Price Bid should not be submitted in hard copy AND/OR placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of bid)

To,
General Manager (PP&D and Tech IV),
Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 132-Ring Road,
Gujarat University Ground, Vastrapur,
Ahmedabad- 380052.
Gujarat, India

Sub: Price Bid for RFP for Selection of Owner's Management Consultant for Operationalization and Commercialization of GMDC's Kadipani Expansion (KEP) Project asset

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements and scope of work of the GMDC under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

A. Part 1 - Program management scope

Sr. No.	Particular	Unit	No of Months (A)	Total Service Fees for Part 1 (Rs. Lakh)
(i)	Program management as per the Scope of work specified in Section II	Lumpsum	12	

B. Part 2 – Implementation support for Operationalisation and commercialisation of GMDC's KEP Project assets as per the Scope of Work specified in clause II

Sr. No.	Particular	Unit	No of Blocks for Year 1 (A)	Unit Rates for Block (Rate per Block) (Rs Lakh) (B)	Total Service Fees for Part 2 (Rs lakh) (A X B)
(i)	Part 2 Scope specified in Section II	Lumpsum	2		
	Total				Y

C. Cumulative Service Fees for Part 1 and Part 2 of TOR

Sr. No.	Particular	Total Service Fees (Rs lakh)
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A	Part 1 : Program management as per the Scope of work specified in Section II	X
B	Part 2 – Implementation support for Operationalisation and commercialisation of GMDC’s Kadipani Expansion (KEP) Project asset as per the Scope of Work specified in clause II (Year 1 : Block 1+ Block 2)	Y
	Total (A+ B)	Z

Notes:

- (1) For the purpose of Bid evaluation, cumulative Service Fees quoted for Part 1 and Part 2 of the TOR (“Z” as per table C above) shall be considered.
- (2) The Bidder to quote charges (in table A and B) inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Service Fees, at the time of invoicing, shall be reimbursed by GMDC. The risk of applicability of any taxes, duties and levies except GST, shall rest with the Service provider.
- (3) GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.
- (4) The above quoted rates represent remuneration of Bidder’s staff, Travel expense, expense towards dine, hotel stay, office rents, conveyance and any other expense to be incurred for executing Terms of Reference.
- (5) Service Fees shall be paid as per the payment terms.

Each Bidder must quote his rates after thorough reading of RFP document and Estimates of his cost after thorough detailed due diligence of the site, statutory laws/regulations. **GMDC reserves right to seek any clarifications regarding price quoted from bidders before any decisions.**

Annexure 3: Amended Schedule of Bidding

The clause 1.6 of the RFP Stands amended as below

Sr. No.	Event Description	Amended RFP Provision as per the Corrigendum 1	Ammended Provisions
4	Online Submission of Price Bid	<p>The Price Bid is to be submitted online only at designated place on https://gmdctender.nprocure.com 06/05/2025 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 20/05/2025 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>
5	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 08/05 /2025 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 22/05/2025 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>
6	Opening of Technical Bid	<p>On 09/05/2025 at 16:00 Hrs. at GMDC office situated at Ahmedabad as per the address specified in sr. no 2</p>	<p>On 23/05/2025 at 16:00 Hrs. at GMDC office situated at Ahmedabad as per the address specified in sr. no 2</p>