

**Request for Proposal
For**

**Strategic Optioneering and Partner Identification Services for 250 MW Thermal Expansion Project at ATPS, Kutch
(Gujarat)**

Response to Pre-Bid Queries and Corrigendum - III

Gujarat Mineral Development Corporation Ltd.

21-08-2025

This Response to Pre-Bid Queries and Corrigendum-III thereof shall become integral part of the RFP and ready with the relevant provision.

Sl. No.	Clause No.	Pre-Bid queries/ Clarification required	Response
1.	<p>Section II: Terms of Reference / Scope of Work – Part A – Task 2, Point 2 (Risk and Market Assessment)</p> <p>RFP Provision: 1. One of the key elements of assessment of strategic options for ATPS expansion and final recommendation will be the interest and inclination from key partners in the market to align with the final chosen strategic option which will need a detailed market engagement. 2. In Part – A, the assessment of strategic options will be done based on limited market engagement as per “Task 2, Point 2: “Risk and Market Assessment” – “Assess the preliminary market appetite for each option by doing a limited stakeholder consultation and market engagement under information to GMDC”</p>	<p>Since a detailed market reach-out and engagement will be done in Part – B of the SOW, there might be certain changes/ updates required in the recommended strategic option derived in Part – A. Therefore, we envisage a scenario where an initial report will be prepared and then a final report based on detailed market reach-out.</p> <p>We request your kind acknowledgment and acceptance of this potential scenario.</p>	<p>As per Section II, Part A, Task 2, limited stakeholder consultation is required for preliminary market assessment, which may be treated as the Initial Report.</p> <p>If Part B is undertaken, detailed market engagement will follow, and the refined recommendations shall form the Final Report in consultation with GMDC.</p>
2.	<p>Section 4.3 Format and Signing of Bid, Clause b Page: 21-22</p> <p>RFP Provision: The Bid must be properly signed by the authorized signatory (the “Authorized Signatory”) as detailed below: (1) By a duly authorized person holding the Power of Attorney, in case Bidder is either a</p>	<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 have used this board resolution across multiple PSU/ Govt. tenders as well as prior GMDC</p>	<p>Yes, a certified true copy of the Board Resolution authorizing the signatory will be acceptable.</p> <p>As per clause 4.4 (b) (9) of the RFP, Power of Attorney is required in case the documents are not signed by the person in whose favour the Board Resolution is passed.</p>

	Limited Company or a Limited Liability Partnership firm as per the respective Indian laws. (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.	tenders – and with it, there is no need of any further power of attorney. Request if the same can be acceptable to GMDC for this tender as well, rather than the need of any additional PoA.	
3.	Annexure 11: Indicative Format of Price Bid RFP Provision: Service Fees and Payment Terms: 1. Service Fees #4. Team Month Rate for Part C (Rs per month)	We request your kind clarification on the units to be used for quoting prices in Part C of the submission, specifically, whether the values should be provided in Rupees (Rs.) or Rupees Lakh (Rs. Lakh)	The Team Month Rate for Part C should be quoted in Indian Rupee (INR) per month.
4.	Scope of Work Section II Page no 8	Considering the tight deadline for the analysis, we understand that GMDC will make plant related information (variable cost, efficiency, SHR) and existing feasibility reports at the beginning of the project. Kindly confirm.	A Feasibility Report has been prepared for the ATPS Expansion Project. The same will be shared with the selected Service Provider at the commencement of the project.
5.	Clause 5.2. Technical Score Criteria, Page no 26 RFP Clause: Experience in terms of formulating strategy for set-up/ revival/ turnaround/ growth/ expansion of thermal power assets for reputed private sector firms or public sector undertaking (PSU)/ Central or State Governments during the	We respectfully request to relax the fee threshold for the projects to INR 1 Cr. We also request <ul style="list-style-type: none"> • to include reputed firms in the areas of equipment supply (e.g. BTG) to thermal power plants as eligible for this criterion. • To make ongoing projects eligible 	The fee threshold remains unchanged. Further, experience related to equipment supply (e.g., BTG) will not be considered. Ongoing projects that are at least 60% completed may be considered,

	last 10 years in India (Fees > Rs. 3 crore excluding Taxes)		subject to submission of appropriate documentary proof.
6.	<p>Clause 5.2. Technical Score Criteria, Page no 26</p> <p>RFP Clause: Experience in terms of formulating strategy for set-up/ Revival / turnaround / growth/ expansion of thermal power assets for reputed private sector firms or public sector undertaking (PSU)/ Central or State Governments during the last 10 years globally (Fees > Rs. 3 crore excluding Taxes)</p>	<p>Many consultancy firms in India operate under a Member Firm structure, wherein global assignments are undertaken by the respective member entities. These assignments are typically governed by strict confidentiality agreements, and supporting documentation is not shared beyond the member network.</p> <p>In light of this, we respectfully request a waiver from submitting documentary evidence for global credentials.</p> <p>As an alternative, we can provide a self-certification or a confirmation email from the Managing Director or Partner of the relevant member firm.</p>	<p>In case of confidentiality constraints, a self-certification from the Managing Director or Partner of the relevant member firm may be submitted to support global credentials.</p> <p>The certification must clearly outline the scope, client type, value, and relevance of the assignment.</p>
7.	<p>Clause 5.2. Technical Score Criteria, Page no 26</p> <p>RFP Clause: Experience in terms of formulating strategy for set-up/ revival/ turnaround/ growth/ expansion of Lignite-fired thermal power assets for reputed private sector firms or public sector undertaking (PSU)/ Central or State Governments during the last 10 years in India (Fees > Rs. 3 crore excluding Taxes)</p>	<p>This is a very specific criterion, and we request to rephrase it to: Experience in terms of formulating strategy for set-up/ revival/ turnaround/ growth /expansion /Program Management for any reputed private sector firms or public sector undertaking (PSU)/ Central or State Governments with exposure to lignite fired asset during the last 10 years in India (Fees > Rs. 3 crore excluding Taxes).</p>	RFP provisions remain unchanged.

		We understand this criterion, along with other clauses under 5.2, will be adequate to establish competence of the bidders.	
8.	<p>Section V, Clause 4, Page 57</p> <p>RFP Clause: SERVICE PROVIDER'S PERSONNEL</p>	<p>While all the resources will be fully involved in the assignment, we understand some of the resources may work from outside Ahmedabad and can travel on need basis to attend meetings and discussions.</p> <p>Kindly confirm.</p>	<p>Yes, senior team members may operate from outside Ahmedabad; however, they must be available for in-person meetings and discussions at GMDC's request as and when required during the course of the assignment.</p>
9.	<p>Section V, Clause 3.11, Page 56</p> <p>RFP Clause:</p> <p>(i) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub- Service provider/specialist employed by the Service Provider to perform scope of work specified under this Contract or any asset /equipment deployed by the Service Provider for execution of the scope.</p> <p>(ii) The Service Provider shall indemnify GMDC and hold it harmless from against all claims, liability, loss including third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods any part thereof and /or loss, damage or expense</p>	<p>We propose that:</p> <p>Indemnities of the Consultant shall be capped at the fees paid to the Consultant under the contract, and the Consultant shall only be liable for indemnities which are judicially determined at actuals and solely attributable to the Consultant.</p> <p>Indemnities shall survive the termination of the Contract for a period of one (1) year. Consultant should not be exposed to perpetual indemnity.</p> <p>Kindly confirm.</p>	<p>GMDC agrees to cap the indemnity at the total fees paid under the contract and limit it to judicially determined actuals solely attributable to the Consultant.</p> <p>The indemnity obligation shall survive for a period of 3 years from the termination of the contract.</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.		
10.	<p>Section V, Clause 2, Page 47</p> <p>COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT</p>	<p>The Consultant doesn't have any option to terminate the contract. We seek your acceptance on the following clause: The Consultant may suspend or terminate the Contract, by not less than thirty (30) days' written notice of termination to the Client, in case:</p> <ul style="list-style-type: none"> • The Client does not make the payment to the Consultant; or • The Client does not adhere to the arbitration judgment; or • If the Consultant determines that a law, regulation or anything having similar import, or circumstances (including cases where the Client's ownership or constitution has changed), makes the Consultant's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the Consultant. 	<p>Already covered in Clause 2.8.2 of Section V of the RFP. RFP provision shall prevail.</p>

CORRIGENDUM-III

S. No.	Clause no.	Original	Addendum/Amendment (Read as)
1.	Clause 3.11 – Indemnity, Page 56	<p>(i) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-Service provider/specialist employed by the Service Provider to perform scope of work specified under this Contract or any asset /equipment deployed by the Service Provider for execution of the scope.</p> <p>(ii) The Service Provider shall indemnify GMDC and hold it harmless from all claims, liability, loss including third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods any part thereof and /or loss, damage or expense including counsel/legal fees arising from or by reasons of an action or claimed trademark, patents or copyright infringements or any litigation based thereon with respect to any part of the execution of scope.</p>	<p>(i) The Service Provider shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its personnel including sub-Service provider/specialist employed by the Service Provider to perform scope of work specified under this Contract or any asset/equipment deployed by the Service Provider for execution of the scope, limited to judicially determined actuals solely attributable to the Service Provider.</p> <p>(ii) The Service Provider shall indemnify GMDC and hold it harmless from all claims, liability, or loss including third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or 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, limited to judicially determined actuals solely attributable to the Service Provider.</p> <p>The aggregate liability of the Service Provider under this clause will be capped at the total fees paid to the Service Provider under the Contract, and the indemnity obligation shall survive for a period of three (3) years from the date of termination or expiry of the Contract.</p>