

Request for Proposal

For

Selection of Agency for Identification of Technically Suitable Land for a Mineral Processing Plant and its related Ancillary Infrastructure in the Chhota Udepur District in Gujarat State, India

RFP NO.: GMDC/KEP/07/2025-26

Answer to Pre- Bid Queries and Corrigendum document-2



Gujarat Mineral Development Corporation

July 2025

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
1	Section III- 5.1/ii	On Consortium Clause	<p>RFP mentions that consortiums are not permitted. However, the scope of this assignment involves a combination of services — including field data collection, field testing, mapping, laboratory testing, consultancy services, engineering design, analysis and multiple associated services — which are typically delivered by multiple specialist agencies. Expecting all these services to be fully available within a single firm is uncommon in India and globally. We therefore request engaging specialist field investigation agencies or laboratories as sub-consultants or sub-contractors (supported by suitable Memorandum of Understanding or legal agreements) will be permitted under this clause.</p>	<p>Consortium is not permitted but the RFP allows engaging specialized Agencies as per the below-mentioned provisions.</p> <ol style="list-style-type: none"> 1. Clause 5.1 (V) : a tie up with laboratories with valid NABL accreditation is permitted. 2. Clause 5.2 (B) : tie up with other vendors/OEMs for making available specialized instruments/ equipment is permitted. 3. Clause 4.6 of Section V also permitted Subcontracting. Please note the sub-contracting of the entire TOR by the Agency is not permitted. However, for any specific technical matter for fulfilment of this study advice/inputs/consultancy from experts or specific agencies, the Agency may engage sub-Agency/(ies) under intimation to Authority/GMDC. Sub-contracting does not absolve the Agency from its obligations provided in this Agreement. <p>Further to the above, the outsourcing / Subcontracting of all non-core work such as drilling, field survey etc.. are permitted under the prior intimation to the Authority/GMDC.</p> <p>In case the bidder has tied up with an accredited laboratory/ OEM /Vendor, in such case a letter of support/ MOU from such firm /lab establishing that they will be engaged to work on this assignment in case the bidder is awarded the work shall be provided.</p>
2	Section III- 5.1/v	On NABL Accreditation / Laboratory Testing Clause	<p>Kindly allow us to tie-up with NABL accredited laboratory and/or field investigation agency (with letter of support) will be considered acceptable for this</p>	<p>The tie up with NABL accredited Agency is permitted as per clause 5.1 (V) (page no 28).</p> <p>In case a bidder has tie-up with a NABL accredited laboratory then it shall need to provide below mentioned documents.</p>

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			<p>criterion, since consulting firms do not maintain in-house NABL labs.</p>	<p>(1) A letter of support from the Laboratory establishing that they will be engaged to work on this assignment in case the bidder is awarded the work shall be required.</p> <p>(2) Copy of NABL accreditation of Laboratory with whom the Bidder intends to have tied up for this assignment.</p>
3	Section III- 5.2/B	On Equipment/Instrument Ownership Requirement (Section B - Technical Criteria)	<p>Generally, reputed technical consultancy firms in India do not own major instruments or equipment. Handling and operating such equipment is typically undertaken by specialist field agencies, which do not provide consultancy services but focus solely on equipment operation. Kindly allow us to arrange the required equipment/instruments through MoU or sub-consulting arrangements with qualified field agencies (instead of in-house ownership) will be acceptable, considering that most pure consulting firms typically arrange these resources on a project-specific basis.</p>	<p>The Agency / Bidder is permitted to making available any equipment required to fulfill Scope of Work by either by deploying the equipment owned by the Bidder OR by tie up with the vendor/OEM/ Signing of MOUs as per the clause 5.2 (B). In case the Bidder has tied up then it should provide below mentioned documents.</p> <p>(1) A letter of support /MOU from the OEM/ Vendor owning the equipment establishing that they will be engaged to work on this assignment in case the bidder is awarded the work shall be required.</p> <p>(2) Copy of Invoices/ documents showing the ownership of equipment with whom the Bidder intends to have tie up for this assignment.</p>
4	Section III- 5.1/iii	On Minimum Financial Criteria (INR 50 Cr Turnover)	<p>The RFP does not specify whether the required turnover is to be considered for the bidding entity alone or the turnover of the group company. In many cases, an individual unit may not have the required turnover, while the overall MNC group may have significantly higher turnover (even 10 times higher). Kindly clarify whether GMDC will accept the consolidated turnover of the</p>	<p>The Turnover of the Bidding entity/ firm is considered for meeting PQ criteria. Further, the Bidders are also permitted to take credit from Associate (i.e., subsidiary/parent/sister concern firm) for meeting the Pre-Qualification Criteria and Technical Score criteria as per the Second para of the clause 5.</p> <p>The definition of Associates stands inserted as below.</p> <p>1. In case a bidder is relying on qualifications of subsidiary/parent/sister concern firm for being considered for</p>

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			<p>group company, or if only the turnover of the specific bidding entity will be considered.</p>	<p>determination of compliance/meeting requirement with regards to the Pre- Qualification and Technical Score Criteria, then under such circumstances, the bidder shall clearly indicate, with supporting documentation, the relationship between the bidder and the entity whose qualifications it is seeking to rely upon.</p> <p>a) The bidder, if a subsidiary of another company, may claim such qualification only if the parent company has a more than 50% shareholding in it.</p> <p>b) Similarly, a bidder may claim such qualification from its subsidiary only if it has a more than 50% shareholding in the subsidiary.</p> <p>c) Finally, a bidder may claim credit from a sister concern only if the parent company holds a more than 50% shareholding in both the bidding company and sister concern.</p> <p>If the firms are not in the nature of companies, then the determination of the relationship would be based on possessing a controlling stake. If a bidding firm is a partnership firm, then determination of relationship is based percentage of profit sharing. In such case more than 50% of profit-sharing shall be considered eligible for claiming credit from Parent (Parent firm or common partners holds more than 50% profit sharing in bidding firm) / Subsidiary (Bidding firm or common partners holds more than 50% profit sharing in subsidiary firm) / Sister Concern (Parent firm holds more than 50% profit sharing in both bidding firm and sister concern firm).</p> <p>Any claims of credit from Parent/Subsidiary/Sister Concern firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Parent/Subsidiary/Sister Concern firm meets the above definition of the Parent/Subsidiary/Sister Concern firm with relation to Bidding Firm.</p>

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				<p>2. In addition to the above, if bidding entity is branch office/ / member of network of global firm/organization or member of same global firm, in such case , the credential of members of network of such global firm shall also be considered for meeting the Pre-qualification and Technical qualification criteria provided a certificate is given by the such member of the network of global firm mentioning that the bidding entity has agreement with the member of global firm to draw resources/expertise from such member entity as and when required to fulfil their obligations as per the Scope of Work.</p>
5	Section III- 5.2/C	Experience of Team Members	<p>The RFP specifies that the Team Leader must have a civil engineering background. Considering the wide scope of work — which covers civil, geology, geophysics, and engineering domains — we suggest that the required qualification for the Team Leader may also include backgrounds in geotechnical engineering, geology, or other relevant engineering disciplines. Kindly allow this flexibility to allow appropriately qualified and experienced professionals to lead the project.</p>	<p>The clause stands amended as below:</p> <p>Team Leader:</p> <p>1.Educational Qualification: Master’s degree in civil / Geology / Geophysics/ Geotech /relevant Engineering with experience in Geotech.</p>
6	Section III- 5.2 A (1)	<p>Experience over last Ten completed years and current year (2013 to 2023, and 2024) meeting the following criteria.</p> <p>Type of Scope: study including geotechnical investigation/studies, Geophysical Studies drafting of topographic and geological map for establishing feasibility of site for</p>	<p>Experience over the last ten completed years and current year (2013 to 2023, and 2024),</p> <p>Type of Scope: study including geotechnical investigation/studies, Geophysical Studies drafting of topographic and geological map for establishing feasibility of site for setting up large scale infrastructure Projects /plant etc , and executing go/no-go project evaluations.</p>	<p>The Type of Scope stands amended as below.</p> <p>Experience over last fifteen completed years and current year (2009 to 2024) meeting the following criteria.</p> <p>Type of Scope: “Conducted geotechnical investigation/ studies including all relevant ancillary related studies for establishing feasibility/ suitability of site for setting up large scale infrastructure Project /plant etc.”</p>

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		<p>setting up large scale infrastructure/plant etc.</p> <p>Type of Client: Government owned firm/Public Sector/ Private sector registered firm.</p> <p>Total Marks : 30 (Per Project 10 Marks)</p>	<p>Type of Client: Government owned firm/Public Sector/ Private sector registered firm.</p> <p>Total Marks : 30 25 Marks</p>	<p>Type of Client: Government owned firm/Public Sector/ Private sector registered firm.</p> <p>Total Marks : 30 (Per Project 10 Marks)</p>
7	Section III- 5.2 A (1)	<p>Availability of Equipment/Instrument for the Investigation and Feasibility Study through Bidder's ownership or tie up with other vendors/OEMs.</p> <p>In the case of ownership, evidence of ownership is required. In case of tie ups, letters of support from the Vendors/ OEMs establishing that they will be engaged to work on this assignment in case the bidder is awarded the work shall be required.</p> <p>1. Geophysical: MASW set up with 24 Channel Seismograph (Geode), Geophones of 4.5Hz Frequency – 10 Marks.</p> <p>2. Geotechnical: Hydraulic drilling Rig – 10 Marks.</p> <p>Total : 20 Marks</p>	<p>Availability of Equipment/Instrument for the Investigation and Feasibility Study through Bidder's ownership or tie up with other vendors/OEMs.</p> <p>In the case of ownership, evidence of ownership is required. In case of tie ups, letters of support from the Vendors/ OEMs establishing that they will be engaged to work on this assignment in case the bidder is awarded the work shall be required.</p> <p>1. Geophysical: MASW set up with 24 Channel Seismograph (Geode), Geophones of 4.5Hz Frequency, drilling activity etc using NABL accredited laboratory – 10 Marks 7.5 Marks.</p> <p>2. Geotechnical: Hydraulic drilling Rig Geophysicist: Data analysis and output by geophysicist – 10 Marks 7.5 Marks.</p> <p>Total : 20 15 Marks</p>	<p>The criteria stand amended as below.</p> <p>Availability of Equipment/Instrument for the Investigation and Feasibility Study through Bidder's ownership or tie up with other vendors/OEMs.</p> <p>In the case of ownership, evidence of ownership is required. In case of tie ups, letters of support from the Vendors/ OEMs establishing that they will be engaged to work on this assignment in case the bidder is awarded the work shall be required.</p> <p>3. Geophysical: MASW set up with 24 Channel Seismograph (Geode), Geophones of 4.5Hz Frequency – 5 Marks.</p> <p>4. Geotechnical: Hydraulic drilling Rig – 5 Marks.</p> <p>Total : 10 Marks</p>

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8	Section III- 5.2 B	<p>Project Team</p> <table border="1"> <tr> <td>Team</td> <td>20</td> </tr> <tr> <td>Team Leader (Civil Engineer)</td> <td>5</td> </tr> <tr> <td>Geologist</td> <td>4</td> </tr> <tr> <td>Geotechnical Engineer</td> <td>4</td> </tr> <tr> <td>Environmental Expert</td> <td>4</td> </tr> <tr> <td>Geophysical Expert</td> <td>4</td> </tr> <tr> <td>Electrical Expert</td> <td>4</td> </tr> </table>	Team	20	Team Leader (Civil Engineer)	5	Geologist	4	Geotechnical Engineer	4	Environmental Expert	4	Geophysical Expert	4	Electrical Expert	4	<p>Modification in Team members are suggested as below.</p> <table border="1"> <tr> <td>Team</td> <td>20 35</td> </tr> <tr> <td>Team Leader</td> <td></td> </tr> <tr> <td>Geologist</td> <td></td> </tr> <tr> <td>Geotechnical Engineer – Civil/ TSF Engineer</td> <td></td> </tr> <tr> <td>Environmental Expert</td> <td></td> </tr> <tr> <td>Other Officials (i.e. hydrogeologist, Geophysicist, surveyor etc)</td> <td></td> </tr> <tr> <td>Electrical and Mechanical Engineer</td> <td></td> </tr> <tr> <td>Project Manager</td> <td></td> </tr> </table>	Team	20 35	Team Leader		Geologist		Geotechnical Engineer – Civil/ TSF Engineer		Environmental Expert		Other Officials (i.e. hydrogeologist, Geophysicist, surveyor etc)		Electrical and Mechanical Engineer		Project Manager		<p>The Technical Score for the Project Team stands amended as below.</p> <table border="1"> <tr> <td>Team</td> <td>30</td> </tr> <tr> <td>Team Leader</td> <td>5</td> </tr> <tr> <td>Project Manager</td> <td>4</td> </tr> <tr> <td>Geologist</td> <td>3</td> </tr> <tr> <td>Engineer with experience in Geotech studies</td> <td>3</td> </tr> <tr> <td>Environmental Expert</td> <td>3</td> </tr> <tr> <td>Geophysical Expert</td> <td>3</td> </tr> <tr> <td>Electrical Engineer</td> <td>3</td> </tr> <tr> <td>Mechanical Engineer</td> <td>3</td> </tr> <tr> <td>Hydrogeologist</td> <td>3</td> </tr> </table> <p>The marking criteria stand amended and placed in Annexure -1 of this document</p>	Team	30	Team Leader	5	Project Manager	4	Geologist	3	Engineer with experience in Geotech studies	3	Environmental Expert	3	Geophysical Expert	3	Electrical Engineer	3	Mechanical Engineer	3	Hydrogeologist	3
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9		On Additional Soft Criteria (HSE / QAQC / Insurance)	We suggest including additional soft criteria (such as HSE Policy, QA/QC process, Professional Insurance) to better assess bidder competence. Kindly advise if the client intends to include these as part of final evaluation.	The Bidders can suggest Uniqueness of their Technical Proposal by showcasing HSE Policy, QA/QC process etc. as part of Approach and Methodology under criteria 5.2 (D) (page no 30).																																																		
10	Section IV/ 1/c	On Professional Indemnity Insurance	Will there be a requirement for bidders to hold Professional Indemnity Insurance? If yes, kindly confirm the required coverage level.	<p>The Agency shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per Good Industry Practice or the Agency's own standard practices during the Contract Period. The requirements of insurance coverage is limited for providing insurance coverage to Agency's staff and equipment deployed by the Agency for this Assignment.</p> <p>The purpose of these policies is to indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other</p>																																																		

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				losses to Agency's personnel including sub Agency /specialist deployed/Outsourcing vendor by the Agency as well as assets deployed (i.e lab etc.) to perform its scope of work specified under this Contract.
11	Section III-5.2/C	On Sector Experience Weightage	Will prior experience in Mining, Infrastructure, and similar sectors be considered for additional weightage in Technical Score?	Please note the weightage to the relevant experience are already provided in Technical Score criteria.
12	Section III/9	On Conflict-of-Interest Clause	Will the client include a standard Conflict of Interest declaration format for bidders to submit?	Bidders just need to provide Self Certified undertaking stating that it does not have any conflict of interest as per clause 9 of Section III.
13	Clause 1.6	Last date of Bid Submission : 8 th July, 2025	<p>We have thoroughly reviewed the complete RFP, and as discussed during the pre-bid meeting, we are incorporating all relevant details— including our comprehensive study approach and methodology—into the proposal.</p> <p>As this is a multidisciplinary assignment, we are also in the process of finalizing a consortium with specialized vendors for non-core activities such as drilling, laboratory testing etc. Given the scale and complexity of the work, the preparation of the proposal is taking slightly longer than anticipated.</p> <p>We kindly request an extension of at least 10–15 days beyond the current submission deadline of 10th July to ensure the proposal is completed with the required level of detail and quality.</p>	The Bid submission date is extended. Kindly refer to Corrigendum 1 for the amended Bid Schedule.
14	2.3 :- Termin	If the Consultant does not commence the Services within the period	A reasonable default rectification notice of 14 days to be provided before termination.	GMDC shall provide a Remedy Period of 14 days. It may also be noted that for any specific reason, the commencement of the work

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	ation of Agree ment for failure to comme nce Service s	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.		is delayed, in such case the Agency shall commence the Work on any such date as may be mutually agreed as the clause 7.4 of section III.
15	Clause 2.8.1 Termin ation of Agree ment(S ection V)	GMDC may, by not less than 30 (thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.1, terminate this Agreement if:	Please confirm that the notice of 30 days shall be a default rectification notice.	Yes, the Bidder's understanding is correct.
16	Clause: 2.8.5 – Section V	Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, GMDC shall make the payments to the Agency as per provision set forth in RFP part IV hereof for Services performed prior to the date of termination. Provided that in case of incomplete milestone during such Termination, the payment for such incomplete milestone shall be made on pro rata basis.	Contractors should be entitled to receive any dues upto the date of termination, no due payment should be hold back for any default or delayed , unless the reasonability has been ascertain in arbitration or court of law. Please confirm	Please note, as per section IV of the RFP, GMDC shall make the full payment for the completed Milestone prior to the date of termination. In case of incomplete milestone during Termination, the payment for such incomplete milestone shall be made on pro rata basis as per the clause2.8.5 of section V.

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17	3.2 :- Confidentiality	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.....	Please provide the clarity on the obligation post expiry of the Contract: Please confirm that the confidentiality obligation shall cease on conclusion of 5 years of expiry or termination of the Contract.	Please refer to clause 3.2.3 (i). The confidentiality obligations shall cease 1 (one) year after the termination/ expiry of the contract.
18	Clause: 2.8.3:	Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all	Please confirm the survival period mentioned under clause 2.8.3 shall be applicable only for confidentiality clause 1 (one) year after the termination/ expiry of the contract.	Yes Bidder's understanding is correct.

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		rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.2.3 hereof; (iii) the Agency's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Agency's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.		
19	3.3 Liability of the Consultant	<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,</p>	<p>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 any vendor/ its sub-contractors / its outsource agency's 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.</p> <p>However, to impart clarity on liability pertaining to consequential losses , following para stands inserted.</p>

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			<p>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>Section 73 of Indian Contract Act, 1872, expressly prohibits the recovery of consequential losses. Thus we request to insert below content:</p> <p>"Consultant shall not be liable for any indirect, consequential, incidental, special or punitive loss or damage, whether foreseeable or not, as well as any direct 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>"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>
20	3.3 Liability of the Consultant	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.	Please clarify, Bidder's liability shall be limited to pollution and/or contamination emanating from Consultant's equipment's.	Agreed. With Respect to the Pollution, the Agency's liability shall be limited to pollution and/or contamination emanating from it's equipment's and Agency shall not be held liable for any other pollution.
21	3.11 - Indemnity	(i) The Consultant shall indemnify GMDC for any liability pertaining to loss of any life, health, accidents, travel and any other losses to its	Parties do have insurance in place for respective personnel and property, to avoid duplication of insurance and thereby increase the project cost.	Agreed.

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		<p>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 action or claimed trademark, patents or copyright infringements or..</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>	
22	7.2.1:- Liquidated Damages for error/variation	<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</p>	<p>We request for clarity on liability pertaining to warranty, however liquidated damages for error and variation to be deleted. 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</p>	<p>The clause 7.2.1 stands amended as below.</p> <p>"In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, in such case the liability of the Agency shall be limited to undertaking rectification of errors / rectification of deficiencies at its own costs. Despite of chance for the rectification, the deficiencies still persists then the damages shall be quantified by GMDC in a reasonable manner and recovered from the Agency by way of deemed liquidated damages,</p>

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		Agreement Value/Contract Price/Consultant's Fees for the Project.	report for a period of one (1) month in relation to Services. We also accept Clause 7.2.5 subject to the acceptance of above proposed amendments.	subject to a maximum of the 10% of Agreement Value /Contract Price /Agency's Fees for the Project."
23	7.2.2:- Liquidated Damages for error/variation	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.	<p>7.2.1 Section 73 of Indian Contract Act, 1872, expressly prohibits the recovery of consequential losses. Thus we request clause 7.2.1 to delete.</p> <p>7.2.2: The Liquidated damages are unreasonable, we request to re-consider the same and amend it to 0.1% per week of delay subject to maximum of 5%.</p> <p>Also proposed to add below content: "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"</p>	<p>7.2.1: Please refer to the amended clause 7.2.1 in response to Pre bid query no 20.</p> <p>7.2.2: It is a standard industry Practice. RFP Conditions remain unchanged.</p> <p>The following para stands inserted: "Notwithstanding the foregoing, if the Agency meets the final delivery date of the project schedule, the Agency should not be liable for any liquidated damages for its failure to meet any of the prior Milestones"</p>
24	SECTION IV: CONSULTING FEES AND PAYMENT TERMS (16.	Payment (Section IV)	<p>a) We understand that any milestone shall be approved or rejected within 7 days of receipt of request from the Consultant.</p> <p>b) Would like to add a milestone for payment on mobilization and completion of the field work.</p>	<p>a) Please note, GMDC shall make payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted.</p> <p>b) Payment Milestones stands amended as per the Annexure -2</p>

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
	PAYMENT			
25	Section II: Scope of Work	b) Geophysical investigation shall provide stiffness profiles of the surface area, geological characteristics such as porosity, permeability, water content of the formation, and/or mineralogy.	It may please be noted that the below mentioned parameters is ascertained by doing Geotechnical investigations hence may kindly remove the below parameters from Geophysical investigations and include it in Geotechnical investigation section- "geological characteristics such as porosity, permeability, water content of the formation, and/or mineralogy."	Agreed.
26	Clause 3.1 of Scope of Work	Support from GMDC 3.1 (b) Facilitating Site visit (at no transportation cost to GMDC) and meetings relevant stakeholders	We have faced huge loss in past due to issue on permits for the access to the site. Request to add below mentioned clause. "GMDC shall provide free access to the site. GMDC shall aid and assist Bidder in procurement of the Permits"	GMDC shall facilitate access to the site and also facilitate permits by providing all documentation/ authorization support.
27	Scope of services - 2.2 Phase 2: Page No. 12	Feasibility Level Detailed Site Investigation & Technical Assessment – 2 (b) - Data Collection: Collect samples for laboratory analysis. This includes rock samples, soil samples, and water samples if applicable.	Would testing of Baseline Soil and Groundwater Quality be part of the Environmental Assessment, if yes then kindly let us know the approximate area of the Site.	Yes . Such tests shall be carried out for identified land parcels for the further assessment during the Phase 2 of the study.
28	Scope of services - 2.2 Phase 2 – 9, Page	9. Environmental and Social Baseline & Analysis (c)	The permit requirements for the proposed project from E&S perspective would be quite a few. The current scope does not cover all the study requirements for obtaining such permits. Hence, conducting studies to obtain any E&S permits would not be part of the current RFP scope.	Yes, the bidder's understanding is correct.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
	No. – 14		Kindly clarify.	
29	1.6 Schedule of Bidding , Sr. No -4, Page No. – 19	Last Date and Time of Submission of Technical Bid, RFP Fees & EMD in Hard Copy The submission should be made strictly on or before: 10/07/2025; 15:00Hrs.	We kindly request the client to extend the bid submission deadline by at least four weeks from the date of issuance of the pre-bid clarification responses. This will allow sufficient time to incorporate the clarifications and prepare a comprehensive proposal.	The Bid submission date is extended. Please refer to Corrigendum - 1.
30	5. BID EVALUATION CRITERIA, Page No. 28	Taking credit from Associate (i.e., subsidiary/parent/sister concern firm) in any form for meeting the Pre-Qualification Criteria or for claim score in Technical Qualification.	We understand that using Technical and Financial credentials of parent / sister concern / group company is allowed to meet the eligibility criteria. Kindly confirm	Yes. Please refer to answer to Pre Bid query no 4.
31	5.1 Pre-Qualification Criteria , Page No. 28	(iv) The Bidder should have satisfactorily completed at least one study including Geotechnical investigation/studies, geophysical studies, drafting of topographic and geological map for establishing feasibility of site for setting up large scale infrastructure/plant in last 10 years (between 2013 to 2023, and 2024).	1) We understand that for large infrastructure projects, such as roads / highways, hydropower plant, water supply / sewerage, township development, and power sectors, where geotechnical investigations, topographic surveys, and geophysical studies undertaken as part of the assignment will be considered as relevant experience for meeting the qualification requirements. Kindly confirm. 2) We would also request clients to consider these projects carried out in last 15 years instead of 10 years.	1) Yes , Bidder’s understanding is correct. 2) Agreed . Please refer to Answer to Pre Bid query no. 6.

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
32	7.2. Liquidated Damages, Page No. 61	<p>7.2.1. Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by GMDC in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of the 10% of Agreement Value/Contract Price/Agency's Fees for the Project.</p>	<p>We respectfully request the client to reconsider and remove the penalty clause, as the current penalty levies appear to be excessively high and discourage bidders.</p>	<p>Please refer to answer to Pre Bid query no 22 and 23.</p>
33	7.2. Liquidated Damages, Page No. 61	<p>7.2.2. Liquidated Damages for delay</p> <p>In case of delay solely attributable to the Agency 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 Agency, suitable extension of time shall be granted and no liquidated damages shall be levied.</p>	<p>The penalty levies are excessively high and may discourage bidders. From our past experience, delays often arise due to coordination issues with line departments, collecting secondary data, delays in administrative approvals for surveys, etc. which are beyond the consultant's control. Therefore, we request the removal of the penalty clause.</p>	<p>The Agency shall not be liable for penalty for any delays for reasons not attributable to the Agency. Please refer to answer to Pre Bid query no 22 and 23.</p>

Sl. No.	Clause No. & Page no.	Clause Description	Pre-Bid queries/ Clarification	Response / Addendum / Corrigendum if any
34	7.2.3. Encashment and appropriation of Performance Security, Page No. – 62	GMDC shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.	We respectfully request client to remove this clause.	Please note, the Performance Security shall only be invoked if repeated breach of the obligations and such breaches are not cured in a Remedial Period provided by GMDC .
35	7.2.5. Penalty for Deficiency in Services, Page No. – 62	In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Agency for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of GMDC and such deficiencies not cured within the reasonable cure period granted by the Authority then Authority may initiate penal actions as permitted under law.	We respectfully request the client to reconsider and remove the penalty clause, as the current penalty levies appear to be excessively high and discourage bidders.	RFP Conditions remain unchanged

Annexure 1: Amended Technical Score Criteria for Project Team - clause 5.2 (amended Provisions)

The Technical Score Criteria for the Project Team specified in clause 5.2 stands amended as below.

Position	Minimum Qualification	Marking criteria
Team Leader	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> • Master’s degree in civil / Geology / Geophysics/ Geotech /relevant Engineering with experience in Geotech. <p>Experience</p> <ul style="list-style-type: none"> • Total Experience: 20 Years • 15 years of experience in geotechnical investigation/survey / plant site feasibility studies 	<p>1. Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 marks. • Over 2 relevant projects /assignments: 3 marks <p><i>Relevant Project is defined as geotechnical investigation/survey/plant site feasibility studies</i></p> <p>2. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> • 15- 18 years of total experience: 1 marks • > 18 years of total experience: 2 marks <p>Total (1+2): 5 Marks</p>
Project Manager	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> • Graduate degree in civil / Geology / Geophysics/ Geotech /relevant Engineering with experience in Geotech. <p>Experience</p> <ul style="list-style-type: none"> • Total Experience: 12 Years • 8 years of experience in geotechnical investigation/survey / plant site feasibility studies 	<p>3. Relevance of experience: 3 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 marks. • Over 2 relevant projects /assignments: 2 marks <p><i>Relevant Project is defined as geotechnical investigation/survey/plant site feasibility studies</i></p> <p>4. Length of the Experience: 2 marks</p> <ul style="list-style-type: none"> • 8- 10 years of total experience: 1 marks • > 10 years of total experience: 2 marks <p>Total (1+2): 4 Marks</p>
Geologist	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> • M. Sc Geology/Post graduate in Geology <p>2. Experience</p> <ul style="list-style-type: none"> • Total Experience: 15 Years • 10 years of experience of working on geological mapping 	<p>1. Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 mark. • Over 2 relevant projects /assignments: 1 mark <p>3. Length of the Experience: 1 mark</p> <ul style="list-style-type: none"> • 10 to 12 years of total experience: 0.5 mark • > 12 years of total experience: 1 mark <p>Total (1+2): 3 Marks</p>
Engineer with experience in Geotech studies	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> • Graduate degree in civil / Geology / Geophysics/ Geotech /relevant Engineering with experience in Geotech. <p>2.Experience</p> <ul style="list-style-type: none"> • Total Experience: 10 Years relevant in Geotechnical Investigation 	<p>1. Relevance of experience: 2 marks</p> <ul style="list-style-type: none"> • 2 relevant projects / assignments: 1 mark. • Over 2 relevant projects /assignments: 2 mark <p>2. Length of the Experience: 1 marks</p> <ul style="list-style-type: none"> • 10 to 12 years of total experience: 0.5 mark • > 12 years of total experience: 1 mark

		Total (1+2): 3 Marks
Environmental Engineer	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduate Engineer (B.Tech/M.tech/Bsc/Msc Environmental) <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 10 Years Experience in environment assessment related work for site feasibility study or setting up of projects. 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10- 12 years of total experience: 2 marks > 12 years of total experience: 3 marks <p>Total : 3 Marks</p>
Geophysical Expert	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduate/Postgraduate in in Geophysical/ relevant field <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 10 years of relevant experience in geophysical investigations 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10 to 12 years of total experience: 2 marks > 12 years of total experience: 3 marks <p>Total : 3 Marks</p>
Electrical Engineer	<p>1 Educational Qualification</p> <ul style="list-style-type: none"> BE in Electrical Engineering <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 10 Years 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10 to 12 years of total experience: 2 marks > 12 years of total experience: 3 marks <p>Total : 3 Marks</p>
Mechanical Engineer	<p>1 Educational Qualification</p> <ul style="list-style-type: none"> BE in Mechanical Engineering <p>2.Experience</p> <ul style="list-style-type: none"> Total Experience: 10 Years 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10 to 12 years of total experience: 2 marks > 12 years of total experience: 2 marks <p>Total : 3 Marks</p>
Hydrogeologist	<p>1. Educational Qualification</p> <ul style="list-style-type: none"> Graduate in relevant fields <p>2.Experience</p> <ul style="list-style-type: none"> Total relevant Experience: 10 Years 	<p>Length of the relevant experience as specified in second bulleted point of point 2 in adjacent column:</p> <ul style="list-style-type: none"> 10 to 12 years of total experience: 2 marks > 12 years of total experience: 2 marks <p>Total : 3 Marks</p>

**Above is a mining staff requirement. The Agency shall deploy additional staff required so as to execute the Scope of Work diligently and in a timely manner.*

Annexure 2: Service Fees and Payment Terms (amended Provisions)

The Payment terms stands ammended as below.

Phase 1 : Initial Suitability Screening and Constraint Mapping

Sr No.	Deliverables for Phase 1	As per the RFP		Ammdened Provision
		Timeline	Payment Milestone in terms of % of Services fees for Phase 1 to be paid	Payment Milestone in terms of % of Services fees for Phase 1 to be paid
T is defined as a date within 7 days from Agreement Signing Date				
1	Inception Report	T+15 days	10%	20%
2	Draft Site Suitability Screening and Recommendation Report	T+1.5 months	40%	30%
3	Final Site Suitability Screening and Recommendation Report	T+2 months	50%	50%

Phase 2: Detailed Site Investigation & Technical Assessment

Sr No.	Milestone	As per the RFP		Amended Provision	
		Timeline for Milestone	Payment Milestone in terms of % of Services fees for Phase 2 to be paid	Timeline for Milestone	Payment Milestone in terms of % of Services fees for Phase 2 to be paid
1	On completion of Field Work for Geological Mapping and Structural Assessment			T1+ 0.5 month	15%
2	On completion of Geotechnical and Geophysical assessment	T1+2.5 months	40%	T1+2.5 months	25%
3	Draft Phase 2 Report	T1+3 months	30%	T1+3 months	30%
4	Final Phase 2 Final	T1+4 months	30%	T1+4 months	30%
	Total		100%		100%

Other terms of Sectio IV remains unchanged.