

RFP No. GMDC/TECH-2/01/2022-23

Request for Proposal (RFP) for Selection of Consultant for Transactions Advisory Services.

Answer to Pre-Bid Queries

Gujarat Mineral Development Corporation Limited (GMDC)

March,2023

Part 1: Responses/Clarifications to Pre-Bid Queries - RFP No. GMDC/TECH-2/01/2022-23

Sr. No.	RFP Reference	Query/Clarification Required	Response/Clarifications
1	Pre-bid meeting: At Corporate office, Ahmedabad on 09/03/2023 at 12.30 Hours.	Kindly arrange to conduct the Pre-bid meeting through Virtual Conference (VC) also as this would enable maximum participation of bidders which may not otherwise be possible through Physical Meeting only. Therefore, our humble request to GMDC to send the VC link in the following e-mail ids to join the Pre bid meeting: tenders@axykno.com mining@axykno.com prasad@axykno.com	Online video link for Pre-Bid meeting also published on GMDC Website to facilitate participation for those bidders who could not attend physical pre bid meeting.
2	The payment to the successful proposer shall be made as follows: 50%: On completion of preparation of RFP/RFP Document and release of the same inviting bids. 50%: On completion of Bid process after signing of the Agreement with the selected party.	Bid Process Management involves various stages / milestones right from formulation of RFQ/ RFP, managing the Pre-bid meeting, clarifications / modifications, changes through corrigendum, Evaluation of Bids, Presentation to GMDC, Structuring and finalization of Contract/ Agreement etc. Hence, payment should be made to the Transaction Advisor as per milestones achieved. Therefore, a request is being made to GMDC to consider the said changes favorably in the RFP document to facilitate regular payments to the Transaction Advisor to complete the assignment in time.	No Change in RFP Condition
3	Operational Office in Ahmedabad Yes : 5 Marks, No : Marks	GMDC may ask the bidders to submit an Undertaking during submission of the Technical bid towards setting up an office at Ahmedabad on selection as the 'Selected Bidder'.	Agreed. The clause B2 of Annexure -1 stands amended .Please refer Part 2 of this document for amended clause.
4	Approach and Methodology for Proposed Work as showcased through a submitted presentation (not more than 15 slides) (30 Marks)	Kindly clarify whether the Presentation containing the Approach and Methodology for the Proposed work, not more than 15 slides (30 Marks), is to be submitted by the bidders along with the Technical Bid, or the same is required to be presented to GMDC subsequently during technical bid evaluation.	Yes. The presentation is to be submitted along with the bid. GMDC at its discretion may call bidders for making presentation.
5	Annexure 2 -Technical Score Criteria) Case study examples (at least two)	GMDC to please clarify: Whether the Presentation on Case study examples (at least two) shall comprise of: Type of Contract, Bidding System, Mode of Tendering and	The Bidder to specify all details as specified in the adjacent column including challenges that it faced for execution of work.

		<p>System of selection (QCBS, LCB etc.) followed in atleast 2 Public sectors undertakings.</p> <p>OR</p> <p>The Business Models (Unit rate model / Percentage rate model/ Revenue sharing model / Tariff based model etc.) for selection of Operator / Service provider / Consultants etc. followed in at least 2 Public sectors undertakings.</p>	
6	General	<p>GMDC to Clarify:</p> <p>The cost of Travelling (Ahmadabad Local & Inter- States), Lodging, Boarding and other Incidental expenses towards the assignments shall be borne by the Consultants /TA on its own or GMDC shall reimburse the same as per actuals to the Consultants/TA upon submission of bills.</p>	Please refer Part -2 for the addendum
7	<p>Annexure 1: Pre-Qualification Criteria</p> <p>1. S.No 2: The Proposer should have an experience in Transactions Advisory in at least two projects over last seven years (2016-17, 2017-18, 2018-19, 2019-20, 2020- 21, 2021-22, and 2022-23) proved through minimum 2 (two) completed assignments. Projects under progress shall not be considered.</p> <p>2. S.No 4: The average annual audited turnover of firm shall be minimum INR 100 lakh from consultancy services for last three financial years (2019-20, 2020-21, 2021-22)</p>	<p><u>Request for clarification</u></p> <p>We follow Calendar Year as per provisions of the Companies Act allow to follow Calendar year. Please allow CY2019. CY2020, CY2021 turnover certificate as well as these are allowed under Companies Act.</p>	RFP provision (S.No 4Part 2 of Annexure 1) stands revised. Please refer Part -2 for the amended provision.
6	<p>Annexure 2: Marking Heads</p> <p>A. Organizational Experience in last seven years (relevant years are 2016-17, 2017-18, 2018-19, 2019- 20, 2020-21, 2021-22, 2022-23)</p>	<p><u>Request for relaxation</u></p> <p>We request you to relax the Organizational experience in last seven years to last 10 years. Relevant years are 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23</p>	No change in RFP Conditions
7	<p>Annexure 3 Notes:</p> <p>The above Consultancy fee is exclusive</p>	<p><u>Request for Addition</u></p> <p>We request you to add the following clause in the Tender</p>	No change in RFP Conditions

	<p>of GST. The applicable GST shall be paid to Bidder over and above this amount at the prevailing GST rates.</p>	<p>as per GST Requirements: "The GST registration number ("GSTIN") provided by the Client will be used by consultant for filing of the GST returns. With regards to the applicability of Goods and Services Tax, the Client's address as mentioned for the purposes of GST will be considered as the consumption location for the Services provided by consultant under this Agreement. Consultant shall not be liable for loss of credit arising on account of incomplete, erroneous or wrong details captured by the Client in the details and documents uploaded to the GSTN. Additionally, the Client shall be responsible and liable for providing its correct GSTIN and consultant will not be responsible for verification of the Client's GSTIN. Where the Client fails to furnish its GSTIN, consultant will treat the Client as being unregistered for GSTIN. Where consultant issues a credit note to the Client in relation to any invoice, the Client shall adjust and upload its Input Tax Credit on the GSTN on or before the end of the month in which the credit note is issued by consultant to the Client. If the Client fails to do so, and this results in additional liability for consultant, Client shall be liable to be reimburse consultant for any liability incurred by consultant (being the tax, interest and any penalties thereon)." "The current contract pricing is based on an assumption that GST will apply to the services provided by the Consultant to the Client and the consultant is able to claim credit of the GST charged by its partners, vendors, sub consultants. In the event that such assumption is incorrect, and Consultant is not able to claim GST credit for the services provided to it by vendors, partners or sub-consultants, the consultant reserves its rights to recover from the Client an amount equivalent to 18% or prevailing GST rate on such invoice values to the Consultant."</p>	
8	<p>New Clause Other Terms & Conditions</p>	<p><u>Suggested Addition:</u> <u>Limitation of Liability</u></p>	<p>These are standard legal clauses that are broadly agreeable. Standard clauses as per the industry practices shall be shared,</p>

		<p>In no event will Consultant be liable for any consequential, incidental, indirect, punitive, or special losses or damages (including loss of profits, data, anticipated savings, business, or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. The total aggregate liability of consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement. Resolution of Dispute We would request you to conduct arbitration proceedings only through sole arbitrator and not a panel of arbitrator. Sole arbitrator to be mutually appointed or as per the Arbitration and Conciliation Act 1996.</p> <p><u>Indemnity</u></p> <p>We would request you to indemnify the consultant and hold harmless, its directors, officers and employees, against any costs, loss, damages, claims or expenses incurred or suffered by reason of provision of the Services, including, without limitation those that arise as a result of breach of Client's warranties (but excluding those that arise as a result of consultant's breach of Agreement).</p> <p><u>Anti-Bribery and Anti-Corruption:</u></p> <p>Each Party represents, warrants, and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to</p>	<p>discussed and in consultation with the bidder be incorporated into the Agreement.</p>
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the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company, or any other legal entity, public or private.

(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.

(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with sub-clauses (a) and (b).

(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.

Economic and Trade Sanctions:

As of the date of this Agreement the Client warrants that,
(a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing

entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client, is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. For so long as this Agreement is in effect, the Client will promptly notify consultant if any of these circumstances change, upon occurrence of which, consultant shall have the right to terminate the Agreement immediately in whole or in part for reasons of the Client's breach.

Non-Exclusivity:

The Client acknowledges that consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a nonexclusive basis. Client may notify the Consultant in writing within 10 calendar days of Consultant providing the Deliverables to the Client any substantial nonconformity of the Deliverables vis-à-vis the Requirements. Upon receiving Client's notification, the Consultant shall rectify the nonconformity verified by it and resubmit the Deliverables to the Client within 15 calendar days. The Deliverables shall be considered "accepted" upon such re-delivery or the expiry 6 of 10 calendar days as stated above, whichever is earlier.

Rationale:

These clauses are as per international standards of contracting and to have equal rights for the consultant/contractor.

9	20/03/2023 till 14:00	We request you to kindly grant an extension of 2 weeks from the release of corrigendum.	The Bid submission date is extended. Please refer Part-2 of this document .
10	Technical Score Criteria	We request the authority to consider the Credentials of parent company/ subsidiary company /Associate Company of the Applicants/bidder. Multi-National Companies have different organizations/subsidiaries to deliver varied set of services to clients in India to avoid institutional risks. Considering this aspect, we humbly request the authority to allow the Credentials of the parent company/ subsidiary company /Associate Company of the bidder to be incorporated which has been an established and widely operational company in India for more than 20 years and is undertaking the advising of Government projects.	Credential of Parent/ subsidiary/ Sister concerns are allowed to meet qualification criteria as per the addendum specified in Part-2 of this document.
11	Experience in Transactions Advisory / Bid Process Management: Number of Projects References for Transactions Advisory / Bid Process Management	Exclusive project in Transaction Advisory or a component can be transaction advisory in the Scope of work of reference projects	Both are acceptable.
12	Experience in Transactions Advisory / Bid Process Management in Mining Sector (Mining Companies/Mining Regulator)	We request the authority to consider 5 (Five) advisory projects in the infrastructure sector of which at least 1 (one) can be of mining sector, instead of restricting to Transactions Advisory / Bid Process Management in Mining Sector (Mining Companies/Mining Regulator)	RFP Conditions remain unchanged
13	Project References are relevant for mandates assigned completed over only last seven years (relevant years are 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23). Providing dated supporting evidence for any Project References is a must using mandate letters /Contract Extract/ Completion Letter/Work Certificates. Phone number and email of customer to be supplied for possible verification.	We request the authority to consider relevant projects references up to last 15 years as relevant years.	RFP Conditions remain unchanged
14	Project References are relevant for mandates assigned completed over only last seven years (relevant years are	We request the authority to consider ongoing projects as well.	RFP Conditions remain unchanged

	2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23). Providing dated supporting evidence for any Project References is a must using mandate letters /Contract Extract/ Completion Letter/Work Certificates. Phone number and email of customer to be supplied for possible verification.		
15	General	We understand that DPR/Project details are readily available with the authority before issuance of RFP, which will be handed over to us at the time of preparation of RFP.	Required details to be shared with the Consultant
16	The average annual audited turnover of firm shall be minimum INR 100 lakh from consultancy services for last three financial years (2019-20, 2020-21, 2021-22) including current financial year.	kindly allow the following relaxation because due to the Covid 19 Pandemic the Turnover for the previous two FYs have been badly hampered: "The average annual audited turnover of firm shall be minimum INR 50 lakh from consultancy services for last three financial years (2019-20, 2020-21, 2021-22)"	RFP Conditions remain unchanged
17		We are not able to attend the pre-bid meeting physically, it would be highly appreciated if you provide us with the online meeting link. Kindly consider our request and do the needful.	Online video link for Pre-Bid meeting also published on GMDC Website to facilitate participation for those bidders who could not attend physical pre bid meeting.
18	Broad Scope of Work Many PSUs practice similar approach.	The Scope of work is broadly defined as managing transactions of different nature however it is not clear what is the nature of transaction advisor must also have sector background to build technical parts of the process and requirement. Hence we request you to kindly consider empaneling multiple advantages : 1) In case of specific skills, one of the advisors can always provide such skill. 2)In case of major work load concurrently ,multiple advisor will [provide better management possibilities 3) The total work may be split say 60:40 between L1 and L2.	GMDC appoints advisors /consultants with specific skill as required. In this case, general Transaction Advisory (TA) skills with some TA experience for mining firms / mining and minerals regulatory and Government bodies is required. RFP Conditions remain unchanged

		Given advantages of having multiple advisors to identify most suitable team when nature of transaction is unclear at this stage as well as to provide more bandwidth, allow multiple companies to be empanelled.	
19	Organizational Strength	1) Senior Management professional with 20 years: For Senior Management Professional 20 years experience is very high, so request you to reduce the experience criteria from 20 years to 15 years and allow CA/CFA as well in addition to MBA. Further sector background must be asked for. 2) Secondly Mid level management professional with 15 years: For Mid level management Professional 10+ years is typically associated so please reduce it to 10 years and also allow engineer of mining background since GMDC is mining organization and likely to have most work in mining related aspects.	Please refer Part-2 for the amended clause.
20	Organizational Experience in last seven years	(i) Our suggestion : If Bidder is engaged in multiple bid advisory services under same work order ,It should be considered as multiple experience say if in 1 work order, bidder has advised on 4 bid advisory, please consider it as 4. (ii) Also we believe you will considered transaction/bid advisory provided to bidder as well.	(i) Agreed (ii) No bidder side experience is permitted. Only experience pertaining to Bid Process Management provided to PSUs/ Government Departments/ Municipal Bodies are considered eligible for Technical Score criteria.
21	Bidder turnover Average annual audited turnover :The average annual audited turnover of firm shall be minimum INR 100 Lakh from consultancy services for last three financial years (2019-20,2020-21,2021-22)including current financial year	Our Suggestion: Please consider turnover of the ongoing engagements of financial years 2022-2023 as well if the bidder is able to provide turnover certificate for current year till date.	Only audited Turnover for ongoing Financial year can be considered. In case the Turnover upto 3 rd quarter is audited then Bidder can claim turnover upto three quarters by including current year (3 quarters turnover) by providing auditor's certificate for turnover. However, it does not mean any annualization or dilution in turnover requirements.
22	Organizational Experience in last seven years	Request to consider bid advisory services provided to internal departments.	Please refer Response to pre bid query no 20(ii). No change in RFP Condition.