

Queries of bidders for Request for Proposals (RFP) on GeM Portal (GEM/2025/B/6117108) dated 06.04.2025 and their response by Office of Nominated Authority					
S.No.	Selection of RFP	Page NO.	Clause as per RFP	Clarification Sought	Reply of O/o NA
1	Consultancy Team	Pg 13	Transaction Advisor Team will consist of following Personnel: 1) Head-Advisor - MBA(Finance) having 10+ years of work- experience in coal/ mining/oil and gas/Energy sector for similar assignment	Qualification of Head advisor to be amended as -"M.E./M.Tech in Mining or B.E./B.Tech in Mining , with 10+ years of work experience in the coal/mining/oil and gas/energy sectors for similar assignments." By allowing this, the Ministry of Coal (MOC) may ensure engagement of a competent and experienced leader in the coal/mining/oil and gas/energy domain.	The qualification criteria shall remain the same as per RFP.
2	Consultancy Team	Pg-13	3.3 – Transaction Advisor Team Position 1: Head Advisor (Full time) - MBA(Finance) having 10+ years of work-experience in coal/mining/oil and gas/Energy sector for similar assignment Position 2: Sector Expert/Associate (Full time) - MBA(Finance) having 7+ years of work-experience in coal/mining/oil and gas/Energy sector for similar assignment	As you may be aware that most of the premier institutes in India including IIMs provide PG diploma and not degree. Therefore, we understand that MBA or an MBA equivalent postgraduate qualification in Management (e.g., PGP, PGDM, PGPPM, PGDBM) from a recognized institute/university, will also stand qualified. "MBA (Finance)." Suggested Revised Clause • Position 01 – Head Advisor (Full-Time): MBA equivalent having 10+ years of relevant experience in coal/mining/oil and gas/Energy sector for similar assignment	The clause has been modified and MBA (Finance) or an MBA equivalent postgraduate qualification in Finance with 10+ years of experience (e.g., PGP, PGDM, PGPPM, PGDBM) from a recognized institute/university, will also stand qualified (full time only)
3	Consultancy Team – Transaction Advisor	Pg-13	3.3 – Transaction Advisor Team Position 3 - Associate legal Consultant (Part-time) - LLB or Bachelor of Law with 3+ years of experience in handling similar issues	We understand that the Associate Legal Consultant will not be required to provide any legal opinions, or consultations or to represent Government in any Court of Law. Instead, the responsibilities of the consultant will be limited to supporting transaction advisory activities and drafting tender-related documents, as outlined in the Scope of Work. Kindly confirm this understanding.	Legal opinion is not required. Responsibility is limited till drafting of documents/agreements. However, the qualifications of Third team has been modified and corrigendum shall be issued
4	Consultancy Team	Pg 13	2) Sector Expert: Qualification & Experience: MBA(Finance) having 7+ years of work- experience in coal/mining/oil and gas/Energy sector for similar assignment	Qualification of Sector Expert to be amended as-BE/B.Tech in Mining or MBA/post Graduation in Mangement with 7 plus years of experience in coal/mining/oil and gas/Energy sector for similar assignment	The clause has been modified and MBA (Finance) or an MBA equivalent postgraduate qualification in Finance with 7+ years of experience (e.g., PGP, PGDM, PGPPM, PGDBM) from a recognized institute/university, will also stand qualified (full time only)
5	Introduction: Schedule of Selection Process	Pg-13	Last date of submission on GeM portal is -21.05.2025	Last date & time for submission of Proposal (Proposal Due Date) (PDD): We kindly request extension of this timeline to T52 i.e. May 30, 2025, as against current timeline of T45 to provide 4 weeks' time from the release of response to queries	The timelines remains as per RFP

6	Scope of Work	Pg-11,12&13		We understand that the scope of the work shall entail to the extent only what is mentioned as a part of this RFP. Any additional work beyond the scope of the current assignment shall be mutually agreed beforehand between MoC and the Consultant. The team structure and fees of such additional work shall also be mutually agreed upon and an addendum to the agreement shall be issued in that regard	Scope of work assigned will be related to auction /allotment only and no additional payment/fee shall be made
7	Consultancy Team – Transaction Advisor	Pg-13	Transaction Advisor Team Position 3 - Associate legal Consultant (Part-time) - LLB or Bachelor of Law with 3+ years of experience in handling similar issues	<p>Notwithstanding anything to the contrary, kindly note that we do not provide any legal services directly or indirectly since we are not permitted to provide the same. Our scope is limited to technical/commercial aspects and our services will not include provision of any legal services or legal advice. No work performed by our employees shall be construed as legal service/legal advice. Accordingly, to facilitate participation of professional services firms like ours, we request to include provision as follows to enable us to render legal services:</p> <ul style="list-style-type: none"> • Interested bidders can collaborate with a law firm to provide such legal service through consortium in which joint bid as a consortium is allowed and the law firm which is the consortium partner will provide the legal service to the client and other consortium partner/s will only be responsible for the technical scope and not the legal scope. • Alternatively, the lead bidder can appoint a third-party law firm as a subcontractor. The third-party law firm will be providing the legal service to MoC and the liability for such services will be on the third-party law firm only towards such legal services. 	Consortium partners are not allowed
8	Scope of Work	Pg-11,12&13	No such clause in RFP	Please confirm if it is okay for consultant to have team members on subcontract to be deployed for the project where such team members fulfill the qualification, experience and competence required as per the tender. We request subcontracting to be allowed for specific services, the lead bidder will be responsible for these services that are provided by the subcontractor.	Team members should be on the permanent roles of Bidder.
9	Time & Payment Schedule	Pg 13 & 14	Payment of allocation of coal mine shall be made 100% upon issuance of vesting order/allocation order by O/o NA. In case of Direct allocation of coal mine through allotment route, payment shall be restricted to 1/4th of fee quoted	<p>As per standard agreement/CMDPA, the timelines for issuance of allocation/ vesting order to the selected bidder may vary from 4 to 5 months from the date of publication of NIT. Therefore, milestones wise payments shall be adopted by MoC for providing financial aid and consistent remuneration to Transaction Advisory Team.</p> <p>The milestone wise payment may be amended as below:</p> <ol style="list-style-type: none"> 1) Upon Publication of NIT - 20% 2) Conducting Pre Bid conference & Drafting responses and its approval from Nominated Authority - 20% 3) Assist the Nominated Authority/Technical Evaluation Committee in evaluation of techno-commercial bids, short list qualified bidders and to also arrange presentation of techno-commercial comparative statements and their appraisal to the Nominated Authority 20% 4) Assist the Nominated Authority in execution of the CMDPA/ Allotment Agreement. - 20% 5) Assist the Nominated Authority for issuance of Vesting/ Allotment Order. -20% 	The qualification criteria shall remain the same as per RFP

10	Consultancy Team	Pg-13	Head Advisor & Sector expert-100% basis and Legal Consultant on 50 % basis	We suggest that bidders' personnel be allowed to operate out of bidder's local offices and on need basis as and when required by MoC such personnel shall operate from O/o Nominated Authority.	The qualification criteria shall remain the same as per RFP
11	Technical Capacity	Pg-15	The Bidder shall have, over the past 3 (three) years preceding the proposal due date (PDD), undertaken minimum of one eligible assignment as specified in 8.4(i) & 8.4(2).	Clause refers to 8.4(i) & 8.4(ii) for eligible assignments. We request to kindly confirm and restate which clauses of the document are being referred here.	8.4 (i) & 8.4(ii) shall be read as 8.2 (i) & 8.2 (ii). Corrigendum will be issued
12	Experience of Bidder in carrying out successful auctions	Pg-18	Experience of Bidder in carrying out successful Auctions	For the parameter of 'Experience of Bidder in carrying out successful auctions' given under clause no. 8.1 (#1), (#2) and 6.1, 6.2 – we request following clause be added – “Technical experience of the bidding entity's branch office/ parent/ sister/ member of same network or member of same global firm may be considered for the above Evaluation Criteria provided a certificate is given by the bidding entity/parent entity mentioning that the bidding entity would be able to draw resources/expertise from parent/sister entity as and when required to fulfil their commitments” Since professional services companies are a network of member firms where knowledge and resources are shared, hence we request the above clause to be included	yes
13	Experience of Bidder in carrying out successful auctions	Pg-18		Some of the assignments may be sensitive/confidential in nature. For inclusion of these assignments to be judged in the evaluation criteria, we request following clause be added for the purpose of providing 'Documentary evidence'	The qualification criteria shall remain the same as per RFP
14	Criteria for evaluation of technical proposals	Pg-18 & 19	Experience of Bidder in carrying out successful auctions.	We understand that a successful auction refers to a block that is advised in a subsequent tranche, has not get annulled and is successfully allotted with CMPDA/Vesting Order/Allotment Order.	Yes successful auction refers to block successfully allotted through auction/allotment and the agreement is executed
15	Criteria for evaluation of technical proposals	Pg-19	i) Evaluation of the experience of the applicant shall be made on the basis of the total number of blocks successfully auctioned in Coal sector or Mineral sector or Oil & Natural Gas sector. (ii) Applicant with experience of successful auction of 10 or more number of blocks will be awarded the maximum marks i.e. 30 marks. Other applicants will be awarded marks proportional to number of successfully auctioned blocks, between 10 marks and 30 marks. (i.e. For every successful auction applicant will get 02 marks over 10 marks and up to 30 marks).	a. To be amended as :-Applicant with experience of successful auction of 10 or more number of blocks will be awarded the maximum marks i.e. 40 marks. Other applicants will be awarded marks proportional to number of successfully auctioned blocks, between 10 marks and 40 marks. (i.e. For every successful auction applicant will get 02 marks over 10 marks and up to 40 marks) b. We understand that bid advisory services provided to coal & mineral block bidders will also be permitted , please confirm. c. Also in that case project from private sector may also be allowed	a. The qualification criteria shall remain the same as per RFP b. Yes c. Yes, allowed
16	Presentation before evaluation committee	Pg 19	Presentation before the evaluation committee: Presentation shall be made by the Bidder to demonstrate its understanding of the Coal Sector, the tools and methodologies it can offer for carrying out successful auctions and for rendering advisory services. (20 Marks)	To encourage wider participation—similar to what was observed in previous PMU tenders by MoC and MoM—it is recommended that the evaluation criteria be aligned with those use in PMU RFPs, as follows: "Presentation before the evaluation committee: Presentation shall be made by the Bidder to demonstrate its understanding of the Coal Sector, the tools and methodologies it can offer for carrying out successful auctions and for rendering advisory services." Max Marks : 30	The qualification criteria shall remain the same as per RFP

17	Experience of bidder in rendering Advisory services	Pg-19	<p>(i)Evaluation of the experience of the Bidder shall be made on the basis of the total annual turnover in 3 years preceding the Proposal Due Date</p> <p>(ii)Bidder with the highest turnover will get maximum marks and the remaining Bidders with lower turnover will get proportional marks. (Documentary evidence shall be submitted)</p>	<p>We request clause to be modified to Evaluation of the experience of the Bidder shall be made on the basis of the total annual turnover in 3 last 10 Financial years preceding the Proposal Due Date.(Last 10 Financial Years from FY 2014-15 to FY 2024-25)</p> <p>We request the period for turnover to be increased to 10 years since a larger tenure is reflective of more well-rounded experience and performance over a significant period. Since the coal and mineral block auctions started in 2015, it is advisable that entire body of work is considered over the last 10 years.</p>	Minimum 28 marks shall be given for 5 cr turnover and 40 marks to the bidder with highest turnover, rest of the bidder will be awarded marks on proportionate basis
18	Experience of bidder in rendering Adviosr services	Pg-19	<p>(i)Evaluation of the experience of the Bidder shall be made on the basis of the total annual turnover in 3 years preceding the Proposal Due Date</p> <p>(ii)Bidder with the highest turnover will get maximum marks and the remaining Bidders with lower turnover will get proportional marks. (Documentary evidence shall be submitted)</p>	<p>We request that instead of turnover, the number of similar assignments (ongoing/completed) whose contract/work order start date is after 1st January 2015 should be considered basis number of contracts and a threshold value of the contract. Accordingly, we request for this clause to be modified as follow:</p> <p>For assignments to be eligible its value should be greater than 2 crore (exclusive of GST/Taxes) and the contract / work order start date is on or after 1st January 2015 (Ongoing assignments are also acceptable) with each assignment scoring 8 marks.</p> <ol style="list-style-type: none"> 1. 5 or more assignments = 40 marks 2. 4 assignments = 32 marks 3. 3 assignments = 24 marks 4. 2 assignments = 16 marks 5. 1 assignment = 8 marks <p>The above selection criterion will provide a view of larger contract coverage over a broader time horizon, which will be adequately reflective of range and breadth of expertise.</p>	Experience of the Bidder shall be made on the basis of the total annual turnover in 3 years preceding the Proposal Due Date
19	Final Evaluation	Pg-20	<p>Bids will finally be ranked according to their combined technical scores (ST) and financial scores (SF) as follows: $S = ST \times Tw + SF \times Fw$</p> <p>Where, Tw and Fw are weights assigned to Technical Bid and Financial Bid that shall be 0.5 and 0.5 respectively.</p>	<p>We request that the scoring mechanism be changed from 50 (Technical):50 (Financial) to 80 (Technical):20 (Financial) since the outcome achievement has disproportionate impact on the success of Ministry of Coal which will be largely a function of technical competency. The next tranches of coal block auctions must be carried out in a strategic manner to fulfill the requirements of the end-use industries. Hence the Consulting Firm having deeper sector understanding and right competencies in the project team will be able to add greater value to MoC in the success of future auctions of Coal blocks in the country.</p> <p>Thus, we request clause to modified as follows:</p> <p>Bids will finally be ranked according to their combined technical scores (ST) and financial scores (SF) as follows: $S = ST \times Tw + SF \times Fw$</p> <p>Where Tw and Fw are weights assigned to Technical Bid and Financial Bid that shall be 0.8 and 0.2 respectively.</p>	The clause as per RFP remains the same

20	Evaluation of Financial Proposal	Pg-20	In the second stage, the Financial Proposal of only those Bidders, whose Technical Proposal score 70 points or more out of 100 will be opened and financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF).	In the second stage, the Financial Proposal of only those Bidders, whose Technical Proposal score 70 points or more out of 100 will be opened and financial evaluation will be carried out. Our understanding is that a minimum of cumulative 70 points is required in the technical evaluation in Clause 8.1 for the financial evaluation to be carried out.	Minimum 70 marks is required for each parameter mentioned in Technical criteria
21	Criteria for Evaluation of Technical Proposals	Pg no. 18 & 19	<p>2) Experience of the Bidder in rendering advisory services:</p> <p>(i) Evaluation of the experience of the Bidder shall be made on the basis of the total annual turnover in 3 years preceding the Proposal Due Date</p> <p>(ii) Bidder with the highest turnover will get maximum marks and the remaining Bidders with lower turnover will get proportional marks. (Documentary evidence shall be submitted) – 40 Marks.</p>	<p>We would like to point out that using annual turnover as a key metric to assess experience in advisory services may not accurately reflect a bidder's subject matter competence or ability to deliver on the scope defined in the RFP.</p> <p>High turnover figures may stem from unrelated services and may not necessarily correlate with relevant domain-specific experience. Therefore, it is recommended that technical evaluation should prioritize actual advisory engagements of a similar nature over Turnover.</p> <p>In this regard, we propose that the marks currently assigned to Turnover be either reallocated or partially adjusted in favor of parameters that better capture sector-specific expertise and successful execution of similar mandates.</p>	The clause remains same as per RFP
22	Conflict of Interest	Pg-22	<p>Neither the Consulting Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>a. during the term of this Work Order, any business or professional activities which would conflict with the activities assigned to them under this Work Order; and</p> <p>b. after the termination of this Contact, within three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project ("Confidential Information"), without the prior written consent of the Authority</p>	<p>We request following modification in the clause</p> <p>“Neither the Consultant's employees nor their Sub- Consultant's employees directly involved in provision of the services under this Contract shall engage in such activities:</p> <p>(a) during the term of this Work order, any business or professional activities assigned to them under this Work Order; or</p> <p>(b) after the termination of this Contact, within three years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and its Personnel; any processes, business affairs or finances or any information relating to the Authority employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project</p>	The clause as per RFP remains the same

23	Scope of Work	Pg-11	2.1 (viii) Assist the Nominated Authority and/or Scrutiny Committee for monitoring compliance with the efficiency parameters stipulated in the CMDPA/ Allotment Agreement and other matters related to operationalization of coal blocks.	The clause may be removed since it is related to operationalization of the coal mine and shall be under the purview of PMU and is not related to Transaction Advisory assignment.	Deleted from Scope of Work
24	Scope of Work	Pg-12	2.2.B(ii) Assist the Nominated Authority in claim settlement process including scrutinizing the claims received, conducting meetings with the claimants, determining the admissibility of claims received etc.	The clause may be removed since it is not related to Transaction Advisory assignment.	Deleted from Scope of Work
25	Scope of Work	Pg-13	2.3.C To advise and assist the Nominated Authority in selection of consultants/experts in technical, financial, legal, valuation and other matters as may be necessary in discharge of functions by the Nominated Authority.	The clause may be removed since it is not related to Transaction Advisory assignment.	Deleted from Scope of Work
26	Scope of Work- Additional clause added	Pg-13	To assist & advise the Nominated Authority in Coal swapping methodology		Addition in the Scope of Work
27	Criteria for evaluation of Technical proposals	Pg-18	8.1(1) Experience of the Bidder in carrying out successful auctions. (i) Evaluation of the experience of the applicant shall be made on the basis of the total number of blocks successfully auctioned in Coal sector or Mineral sector or Oil & Natural Gas sector. (ii) Applicant with experience of successful auction of 10 or more number of blocks will be awarded the maximum marks i.e. 30 marks. Other applicants will be awarded marks proportional to number of successfully auctioned blocks, between 10 marks and 30 marks. (i.e. For every successful auction applicant will get 02 marks over 10 marks and up to 30 marks). (Documentary evidence shall be submitted)	The assignment is related to Transaction Advisory for allocation of coal mines. Therefore, it is requested to remove the criteria related to number of mines successfully auctioned and rather the maximum marks shall be allocated in case of maximum number of advisory related assignments handled by the bidder in coal sector and major minerals only and not Oil & Natural Gas sector. Further, it is requested to remove the annual turnover criteria and marks for the same may kindly be allocated in this criteria.	The clause remains same as per RFP
28	Criteria for Evaluation of Technical Proposals	Pg-18	Experience of Bidder in carrying out successful auctions	We request the authority to clarify on any timeline within which the experience of the bidder in successful engagements will be considered. Say last three or Last five years prior to the RFP issue date.	The experience required in last five years prior to RFP issue date.
29	Criteria for Evaluation of Technical Proposals	Pg-18	Experience of Bidder in carrying out successful auctions	We request the authority to kindly clarify the evaluation criteria of successful block auctions experience. As per the tender document, It is ambiguous whether the marks will be allotted on proportionate basis or 2 marks per block will be allotted for each successful block auction. Further, we also request the authority for allocation of points on successful number of blocks and removing proportionate allotment of marks.	For experience in successful auctions of 10 or more blocks-maximum 30 marks will be awarded, and other applicants will be awarded marks proportional to number of successfully auctioned blocks between 10-30 marks (i.e. For successful auction applicant will get 02 marks over 10 marks and upto 30 marks. Refer Pg-19 clause 8.1(1))

30	Criteria for Evaluation of Technical Proposals	Pg-18/19	Experience of bidder in rendering advisory services	As per the tender document, the current evaluation criteria of allotting proportionate marks provides unfair advantage. We kindly request the authority to provide maximum marks to all bidders over an above a threshold revenue of INR 1000 Crs or INR 1500 Crs across three financial years, enabling wider participation and competition.	The clause as per RFP remains the same
31	Scope of Work	Pg-11	2.1(i) – Advisory Role Advice on Market - The Transaction Advisor will advise Nominated Authority on the current market situation in various sectors including Power, Iron & Steel and other non-regulated sectors etc. so as to assess the suitability of various terms and conditions in the tender document of agreement document	We understand that the expected frequency and format of market advice (e.g., periodic reports, presentations, or ad-hoc briefs), sector-specific economic models or forecasts should be included to assess the suitability of various terms and conditions in the agreement or tender documents for the auction or allotment of coal mines and this process should not require issuing a new tender each time but should occur periodically or in tranches. In any case periodicity for these updates can be considered once a quarter. Please confirm. Further, we understand that such Market advice shall be prepared by the consultant based on the data available in public domain and secondary research. Also, coal supply side data shall be provided/gathered by the Ministry of Coal and its associate organisations including the Coal controller, CMPDI and CIL subsidiaries. Kindly confirm this understanding.	As per the present practice, generally in one year 3 round of auctions takes place and amendments in agreements, if any shall be modified on need & requirement basis. Moreover, data related to coal supply will be provided by MoC, CMPDIL & other associated organisations
32	Scope of Work	Pg-11	2.1(iii) – Advisory Role Advice on new concepts of auctions and allotment - The Transaction Advisor will advise Nominated Authority on the emerging and new concepts of Auction/Allotment of blocks for e.g. On Prospectingcum-Mining Lease basis, auction for prospecting only etc. based on current practices in the industry. It will also include assisting Nominated Authority in bring out concept papers relating to the above	We understand that the Transaction Advisor will advise Nominated Authority on the emerging and new concepts of Auction/Allotment of blocks. However, all the data/information and work undertaken by the Nominated Authority in the past w.r.t the concepts of allocation shall be provided by the Nominated Authority, MOC with the consultant. The role of consultant will be limited to advise and evaluate the options, policy, business model and submit its suggestions to the client. MOC will take an independent decision.	Yes
33	Scope of Work	Pg-11	2.1(iv) – Advice on new concepts of auctions and allotment To advise and assist the Nominated Authority in Selection of Transaction Advisors/experts in technical, financial, legal, valuation and other matters as may be necessary in discharge of functions by the Nominated Authority.	We understand that the Transaction Advisor will assist the Nominated Authority in selecting other advisors (technical, financial, legal) by preparing RFPs or providing evaluation support. The Transaction Advisor will not be responsible for advertisement recruitment, payments or management of any advisors/experts engaged as such.	Clause has been deleted
34	Scope of Work	Pg-11	2.1(viii) – Advice on new concepts of auctions and allotment Assist the Nominated Authority in relation to the coal mines/blocks allocated earlier by the Nominated Authority/Central Government till date.	We understand that the Transaction Advisory is required to assist the Nominated Authority only on the subject related to auction and interpretation of any compliances thereof. The Transaction advisor shall not be required to comment on any technical or legal matter related to operationalisation of such coal blocks which is undertaken by CMPDI and legal councils of the MoC. Kindly confirm this understanding	yes
35	Scope of Work	Pg-11	2.2.C(iii) – Tender Activities To co-ordinate with the technical consultants / experts for the purpose of verification of the technical details of the coal blocks based on information available in Geological Report (GR), Mine Plan, Mining Lease Deeds and any other similar document/information available in respect of the block.	We understand that that all relevant data—such as Geological Reports, Mine Plans, and Lease Deeds—will be provided to the Transaction Advisor in a structured, digitized format by the relevant authorities or stakeholders. The role of the Transaction Advisor will be limited to verification and review of such information for the purposes of the transaction. Further, we also understand that the Transaction Advisor will not be responsible for the preparation or generation of any technical or statutory compliance reports required for the auction or allotment of coal mines. Please confirm this understanding	yes

36	Payment Terms	Pg-13	<p>Clause 4.1 – Time and Payment Schedule</p> <p>Total duration for the Consultancy shall initially be for a period of two year, which can be extended for another period of one year. The duration of the Consultancy may be extended to the mutual consent of both parties.</p>	<p>We understand that any extension beyond the initial two-year contract period would be subject to revised commercial terms, including appropriate escalations. Kindly confirm whether the original financial bid will remain applicable during the extended period, or if revised pricing will be considered. Please confirm.</p> <p>We understand that any extension beyond the initial two-year contract period would be subject to revised commercial terms, including appropriate escalations. Kindly confirm whether the original financial bid will remain applicable during the extended period, or if revised pricing will be considered. Please confirm.</p>	<p>The terms & conditions shall remain the same in case of any extensions beyond the period of contract</p>
37	Criteria for Evaluation of Technical Proposa	Pg-19	<p>Clause 8.1 – Parameter 4 – Evaluation of the Team Members</p> <p>Presentation of CVs of key personnel who will be carrying out successful auction and rendering advisory services.</p>	<p>We request to please provide a detailed bifurcation of the 10 marks based on the positions mentioned. Specifically, we seek clarification on how the marks will be distributed among the Head-Advisor, Sector Expert/Associate, and Associate Legal Consultant positions or any other positions, if added</p>	<p>Over all Team CV's shall be considered while evaluating the technical criteria</p>
38	Appointment of Consultant	Pg-21	<p>Clause 12.1 – Substitution of Personnel</p> <p>The Authority will not normally consider any request of the Selected Bidder for substitution of any Personnel as the ranking of the Bidder is based on the evaluation of the Personnel, and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Personnel is not available for reasons of any inability or due to health, subject to equally or better qualified and experienced personnel being provided/ substituted to the satisfaction of the Authority.</p>	<p>We request clarification regarding the scope of "exceptional circumstances" mentioned in the above clause. In practical scenarios, events such as resignation, unforeseen personal reasons, or relocation beyond the control of the selected bidder can lead to unavailability of proposed personnel. Kindly confirm if such genuine and unavoidable circumstances (e.g., resignation) will be considered under the definition of "exceptional circumstances" for the purpose of substitution.</p>	<p>The clause remains same as per RFP</p>
39	Appointment of Consultant	Pg-21	<p>Clause 12.5 – Leave</p> <p>The Personnel may not be allowed to take leave for a period exceeding 3 days without the prior approval of the Authority, and the Personnel shall ensure that any absence on leave will not delay the progress and quality of the services</p>	<p>We acknowledge that the Transaction Advisor's designated resources will be committed to the assignment. However, in the event of an emergency necessitating extended leave for any resource, a temporary substitution of a resource with equal qualifications will be permitted to ensure continuity and prevent any disruption to the work. In such a case the Transaction Advisor shall intimate the Nominated Authority at least 7 days in advance.</p>	<p>The clause remains same as per RFP</p>
40	Instruction to the Bidder	Pg-5	<p>Clause 1.7 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and on GeM portal. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.</p>	<p>In case of an amendment to the RFP, how will the bidders be notified apart from the publication on the Ministry's and GeM website? Will an email intimation be sent to registered bidders? Request the same for intimation to the bidders through email notifications.</p>	<p>All the amendments shall be notified through GeM portal and MoC website only.</p>
41	Criteria for Evaluation of Technical Proposals	Pg-19	<p>8.1.2</p>	<p>We request that turnover from advisory services as a whole may please be allowed. Turnover from only projects qualifying under 8.2 may be subjective and it may also be a challenge to get this certified from suitable auditor.</p>	<p>Evaluation of the experience of the Bidder shall be made on the basis of the total annual turnover in 3 years preceding the Proposal Due Date</p>

42	Format for Financial Proposal	Pg-29	Quote for total cost of the TA for 24 months (in INR)(in both figures and words).	<p>Kindly Clarify:</p> <p>1) Should the bidder quote the price on per coal mine basis or as lump sum for 24 months, as per the format provided in the RFP? 2) If the price is to be quoted as a lump sum for 24 months in accordance with RFP format how many blocks bidder shall consider for quoting the total cost in Financial Proposal</p>	<p>The bidder shall quote total cost of TA for 24 months. It is clarified that 75 coal mines are expected to be allocated in next two years and bidders may quote total bid price accordingly (incl. GST). The per mine cost shall be calculated by dividing total quoted price by 75 and released per mine basis on it's successful allotment. It is also clarified that total payment during the two years period of TA shall be restricted to total quoted price irrespective of number of mines.</p>
43	Additional clause		Clause not in RFP	<p>We request you to kindly to add the following in the existing clause on "Liability":</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."</p> <p>Rationale:</p> <p>To cap the liability of the consultant as per the fees as this is standard practice across the government/ central ministry projects.</p>	not accepted

44	Additional clause	Clause not in RFP	<p>We request you to kindly add the following clause in the Tender as per GST Requirements:</p> <p>“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 reimburse consultant for any liability incurred by consultant (being the tax, interest and any penalties thereon).” “The current contract pricing are 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 subconsultants, 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>	not accepted
45	Additional clause	Clause not in RFP	<p>We understand that sub-contracting arrangements or collaborative engagements, such as Joint Business Relationships (JBRs), will be permissible for executing specific part of the scope of work such as legal services under this contract, provided these arrangements do not reduce the bidder's overall responsibility and accountability under the contract.</p> <p>Please confirm whether sub-contracting or similar collaborative arrangements are allowed under the terms of the RFP</p>	not accepted
46			<p>We understand that subcontracting is not allowed and all the Key personnels should be there on the rolls of the company.</p> <p>However, we would like to confirm that subcontracting shall be allowed for the Legal Associate role.</p> <p>Kindly confirm this understanding.</p>	Yes, sub-contracting is not allowed