

Pre Bid queries raised by prospective bidders against E-tender No.- RSM/CO/PROJ/2024-25/482 Dated 14.02.2025 and their clarifications are as under:

S.No.	Queries	As per tender	Clarification
1	<p>4.6 Pre-Qualification Criteria,Page-25</p> <p>The turn over given in the PQC criteria is very low. Since, RSMML wants to onboard a reputed firm; the financial turnover must be at least <b>INR 100 Cr.</b></p> <p>We request you to please amend the clause as: Bidder should have minimum turnover of Rs. 100 Cr.in any of the last three financial years i.e. 2021-22, 2022-23 and 2023-24.</p>	<p>bidder should have minimum turnover of Rs. 62.50 Lac in any of the last three financial years i.e. 2021-22, 2022-23 and 2023-24.</p>	<p>turnover has been taken as per standard terms &amp; conditions of the tender.</p>
2	<p>4.6 Pre-Qualification Criteria,Page-25-</p> <p>This clause will limit the participation in this tender and the estimate prepared by RSMML is INR 1.25 Cr. The empaneled firms under Digital India Program (i.e. registered under National Informatics Centre Services Inc. (NICS1) as Tier- 1 consultants) typically operates at a much higher rates hence, the contract value can be over multiple times than this. It would be difficult to justify the initial estimate if only the empaneled firms participate.</p> <p>We request you to please amend the clause as: "Experience in terms of PMC/Strategy/Diversification projects across reputed private sector firm or any Public Sector Undertaking (PSU)/ Central or State Government</p>	<p>Renowned Tier-1 Strategy Consultancy firm empaneled as part of Digital India Program (i.e. registered under National Informatics Centre Services Inc.(NICS1)asTier-1 consultants) can only participate.</p> <p>Only those who fulfill these eligibility criteria will qualify for further evaluation. The Authority reserve the right to verify / evaluate the claims made by the bidder independently.</p>	<p>The tender conditions will prevail.</p>
3	<p>Technical Criteria,Page-26 A-1-</p> <p>Number of relevant assignments ("eligible projects") over last ten years in terms of formulating strategy for turnaround / transformation/ revival/ restructuring/ growth for Indian private sector/ public sector companies/ undertakings.</p> <p>At least 10 of the showcased projects/ engagements should be with India Public Sector companies/ Central, State or Municipal Governments or Departments.</p> <p>* Less than 3(0marks)</p> <p>* 3-5 (1 mark)</p> <p>* 5-10 (3marks)</p> <p>* More than 10 (5 marks)</p>	<p>Number of relevant assignments ("eligible projects")over last five years in terms of formulating strategy for turnaround / transformation/revival/restructuring/ growth for Indian private sector/ public sector companies/undertakings.</p> <p>Atleast 10 of the show cased projects/ engagements should be with India Public Sector companies/Central, State or Municipal Governments or Departments.</p> <p>* Less than 11 (0 marks)</p> <p>* 11-15(1 mark)</p> <p>* 16-20 (3 marks)</p> <p>* More than 20 (5 marks)</p>	<p>The tender conditions will prevail.</p>
4	<p>Technical Criteria,Page-26 A-1</p> <p>We request you to please amend this clause as:</p> <p>Number of relevant assignments ("eligible projects") over last ten years on formulating strategy for turnaround/ transformation/revival/ restructuring/ growth for private/ public sector companies/ undertakings operation in Indian metal, mineral and mining sector</p> <p>*1-2 (5marks)</p> <p>*2-5 (10 marks)</p> <p>* 5 or more(15marks)</p>	<p>Number of relevant assignments ("eligible projects") over last five years on formulating strategy for turnaround/ transformation/ revival/ restructuring/ growth for private/ public sector companies/ undertakings operation in Indian metal, mineral and mining sector</p> <p>*2-3 (5 marks)</p> <p>*4-6 (10 marks)</p> <p>*7 or more (15 marks)</p>	<p>The tender conditions will prevail.</p>

5	<p>Technical Criteria,Page-26 A-1</p> <p>We request you to please replace this criterion with financial turn over criteria. Since, the RSMML is a Government Indian Client, the global metals and mining assignments will not be relevant in this case. We request you to please modify the clause as <b>Average turnover in last three financial years:</b> <b>Upto 100 INR Cr.– 5 marks</b> <b>100 INR Cr–500 INR Cr.- 7 marks</b> <b>Greater than 500 INR Cr.– 10 marks</b></p>	<p>Number of relevant assignments (" eligible projects")over last five years on formulating strategy for turnaround/ transformation/ revival/ restructuring/ growth for private/ public sector companies/ undertakings operating in Global metal, mineral and mining sector. Per project 2 marks *5 or more (10 marks)</p>	<p>The tender conditions will prevail.</p>
6	<p>Technical Criteria,Page–28 A-1</p> <p>We request you to please replace the qualification of this team member from Post-Graduate professional qualification in Information technology or Business management in IT to <b>BE/B-Tech in IT, CS or other relevant streams plus MBA.</b></p>	<p>Public sector digital expert (strong understanding of digital enablement of organization e.g. MIS dashboard advanced analytics use-cases) * Minimum total years of experience with increasing levels of responsibility: 5 years * 5-7 years: 0.5 mark * &gt;7 years: 1 mark * Postgraduate professional qualification in Information technology or Business management in IT and should have experience of working in Indian public sector at least 2 projects,with a project value ≥ Rs. 62.50 Lac (Indian or Globally): * 1-2 projects (1 marks) * &gt;2 projects (2 marks) * Quality of interaction (Based on presentation) -1 mark</p>	<p>The tender conditions will prevail.</p>
7	<p>Page 3, e-DETAILED NOTICE INVITING TENDER-</p> <p>We request you to please extend the bid submission date by 3 weeks from <b>10.03.2025</b></p>	<p>Last date &amp; Time of online Submission of Offer Dated 10-03-2025 upto 3.00 PM at CO.</p>	<p><b>Corrigendum no.1 dated 11.03.2025 issued</b></p>
8	<p>Clause No. 4.6 of the Bid Qualification Criteria of the RFP :- Ref no. RSMM/CO/PROJ/2024-25/482 Dated 14-02-2025</p> <p>Requested Revised Clause a) Renowned Tier-1 Strategy Consultancy Firms b) Renowned Tier-1 Consultancy firms empanelled as part of the Digital India Program (i.e. registered Under National Informatics centre Services Inc (NICSI) as Tier-1 consultants) can only participate.</p>	<p>Renowned Tier-1 Strategy Consultancy firm empanelled as part of Digital India Program (i.e. registered under National Informatics Centre Services Inc.(NICSI)asTier-1 consultants) can only participate.</p>	<p>The tender conditions will prevail.</p>
9	<p>e-DETAILED NOTICE INVITING TENDER, Brief Description of Work, Pg no 3-</p> <p>We seek clarification on the nature of the current process outlined in the tender document, specifically whether it is exclusively for the empanelment of a consultancy agency to provide technical support or if it constitutes a Request for Proposal (RFP) process. If it is indeed an empanelment initiative, we would like to understand if a subsequent RFP will be issued for specific opportunities that arise. Additionally, we would appreciate guidance on the nature of the financial proposal required at this stage; specifically, whether we are expected to submit binding commercial terms or simply provide a budgetary quote for reference.</p>	<p>Empanelment of Consultancy Agency for Providing Technical Assistance in terms of providing Strategic Consultancy services for detailed study of future prospects and business plans</p>	<p>The tender has been floated for Empanelment of Consultancy Agency only. The empanelment is inclusive of the total scope of work, which shall be executed by the successful bidder. No further RFP will be issued. Please refer Form-F (Price-bid performa).</p>

10	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Scope of Work/ Pg. no. 16-</p> <p>We understand that RSMML is the primary client for this engagement, and we seek clarification on whether our work will involve direct collaboration with the Directorate of Mines and Geology (DMG) or if it will be conducted exclusively through RSMML. Clarifying the nature of our collaboration with DMG is essential for us to align our efforts effectively and ensure that we meet the expectations of all stakeholders involved. Please confirm our understanding.</p>	<p>Initially the appointed consultant has to execute the requirement of RSMML. However, subject to requirement, the appointed consulted may also required to execute the work for Directorate mines and Geology (DMG).</p>	<p>The successful bidder is expected to execute the work as per the requirement of RSMML. However, subject to requirement, the appointed consulted may also required to execute the work for Directorate mines and Geology (DMG). Nature of collaboration is already mentioned at tender clause no.4.2.</p>
11	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Details of the key work streams Phase 1A: Mapping of starting position i.e., base lining and benchmarking-RSMML/ Pg.no.17</p> <p>We request confirmation on the specific segments that need to be assessed as part of the evaluation of the operational performance. This information will assist us in planning and executing the work (if awarded)efficiently and in alignment with RSMML's expectations.</p>	<p>Assessment of the mining rights and allocations, production capacities, past and current segment-wise operational performance.</p>	<p>The Scope of work and special condition of the work, Clause no.4.2 is self explanatory.</p>
12	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Details of the key work streams Phase 1A: Mapping of starting position i.e., base lining and benchmarking-RSMML/ Pg. no. 17 -</p> <p>We understand that any inputs or data required for the analysis will be provided by the client, based on the data requirement sheet shared by the consultant. Additionally, we seek clarification on the roles and responsibilities of the consultant regarding the assessment of regulatory and legal challenges. Specifically, we would like to know if this assessment involves analyzing past litigations, compliance issues, or any other legal cases that RSMML has been involved in. Kindly clarify this understanding. We would like to emphasize that we can only provide broad inputs based on industry practices on a best-effort basis, which the government can use for their own policy formulation.</p>	<p>Regulatory and legal challenges faced by the organization in particular and the mining and minerals sector in general.</p>	<p>The tender clause is self explanatory.</p>
13	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Details of the key works treams Phase 1A: Mapping of starting position i.e., base lining and benchmarking-RSMML-DMG/ Pg. no. 17-18-</p> <p>We seek clarification regarding the benchmarking exercise mentioned in the scope of work, specifically concerning the number of examples or casestudies to be considered, the parameters or criteria for assessment, the geographical scope of the analysis and the data access needed for conducting this exercise. This understanding will help us align our resources and focus our analysis effectively. Kindly clarify.</p>	<p>iv)Bench mark global and Indian examples of other metal &amp; mining players across these parameters to identify key areas of improvement (RSMML)</p> <p>iii)Benchmark &amp; derive learnings from regulators from other Indian States and / or countries across are as including, but not limited to scope &amp; mandate ,organization, governance, technology use, financial management ,ESG and sustainability standards, etc. (DMG)</p>	<p>The tender clause is self explanatory.</p>
14	<p>Section-IV, Scope of work and special condition of the work, Clauseno.4.2- Details of the key work streams Phase1A: Mappingof starting position i.e. base lining and bench marking-DMG/ Pg. no. 17-18</p> <p>We understand that our responsibility is to provide services primarily from a business/scope perspective.While we will provide our analysis and recommendations, we emphasize that it is RSMML's responsibility to review these options, analysis, and recommendations and make a decision on the model to be adopted. Consequently, we understand that our payment will not be linked to any potential increase in revenue resulting from the implementation of our recommendations. Please confirm that this understanding is correct.</p>	<p>The consultant shall work for DMG for Map current state of Rajasthan's mining &amp; mineral industry (e.g., production capacities allocations, outputs, strength &amp; challenges) incontext of the State's aspiration to triple mining revenues by 2029-30 and reaching INR 1 lakh crore revenue by 2046-47.</p>	<p>Please refer clause no.4.5 of the tender regarding payment schedule</p>

15	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Details of the key work streams Phase1A : Mapping of starting position, base lining and benchmarking-DMG/ Pg. no. 18</p> <p>We seek clarification on the specific number of processes with in the scope that will be subject to bottle neck assessments, as it is essential for us to conduct thorough analyses and provide comprehensive recommendations. It is important to note that the responsibility for reviewing these options, analysis ,and recommendations, as well as making a decision on the model to be adopted, will rest with RSMML.</p>	<p>ii) Assess current context of DMG across:  Financial Position: Inflows &amp; out flows ,royalty collection target: actuals  Organization &amp; Governance: Organization &amp; key governance structures  Regulations &amp; Processes: Bottlenecks in key processes including, but not limited to, resource mapping, royalty estimation / collection, compliance monitoring etc.  * Digital Systems: Landscape of systems used to assist governance (e.g., auction of mineral blocks, post-auction-facilitation, revenue management etc.)</p>	<p>At this stage, we are not specifying a fixed number of processes for bottleneck assessment. The scope of the assessment is intended to be comprehensive and cover key processes related to resource mapping, royalty estimation/ collection, compliance monitoring, and other areas impacting the effective functioning of the Department of Mines and Geology (DMG) as outlined in the tender document.</p>
16	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Details of the key work streams Phase 1C: Detailed assessment for creation of action-oriented transformation roadmap-DMG/ Pg.no. 19</p> <p>We understand that RSMML and DMG will provide all necessary data related to restructuring and strengthening of DMG. Additionally, we seek clarification on the specific roles and responsibilities requirements from the consultant in the restructuring of the Directorate of Mines and Geology (DMG), particularly concerning infrastructure requirements. This clarification will help us align our efforts effectively and ensure that all expectations and responsibilities are clearly defined.</p>	<p>ii) Restructuring &amp; Strengthening of DMG  a. Draft a blueprint to enable DMG with best-in-class capabilities and infrastructure  b. Identify digital intervention to support DMG personnel and relevant stakeholders</p>	<p>The tender clause is self explanatory.</p>
17	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Details of the key work streams Phase 1D: Development of strategic options &amp; transformation roadmap-RSMML/Pg. no. 20</p> <p>We understand that our role is to provide analysis and recommendations, while the responsibility for reviewing these options and making a decision on the model to be adopted rests with RSMML. We acknowledge that we are not authorized to make any decisions on behalf of RSMML. Please</p>	<p>f) If partners are deemed necessary as part of implementing any specific roadmap/strategy, then identifying the right partners, nature of relationship, key engagement and negotiation points, risks and mitigations thereof.  g) Exploring tieup with renowned institutions for capacity building, as may be required.</p>	<p>The tender clause is self explanatory.</p>
18	<p>Section-IV Scope of work and special condition of the work, Clause no.4.2- Details of the key work streams Phase 1D: Development of strategic options &amp; transformation roadmap-RSMML/Pg. no. 20</p> <p>We understand that our services will be limited to providing recommendations from a business/scope perspective, and achieving the end objectives will be RSMML's responsibility to review these options, analysis, and recommendations and make a decision on the model to be adopted. Kindly clarify our understanding.</p>	<p>i) The Scope of Work of Consultant pertaining to opportunity assessment will have to be diverse and all- inclusive so as to ensure that no dimension for growth remains un-assessed. The plans/strategies proposed by the consultant should be such that the sequantifiable end objectives can be met.</p>	<p>The tender clause is self explanatory.</p>
19	<p>Section-IV, Scope of work and special condition of the work, Clause no.4.2- Details of the keywork streams Phase 2: Assisting RSMML in implementation of selected options/ strategy./ Pg. no. 21</p> <p>We seek clarification on the possibility that RSMML may decide not to proceed with any option for Phase 2. In such a scenario, would we have the option to opt out of the engagement? Additionally, in line with regular norms, we would like to confirm that if there are delays in the commencement of work beyond one month after the completion of Phase 1, we would have the opportunity to revise the commercial terms. This provision would assist us in planning our resources accordingly for the assignment.</p>	<p>Phase 2: Assisting RSMML in implementation of selected options/ strategy.</p>	<p>The decision of executing different phases rest with RSMML. The commercial terms shall not be revised in any situation.</p>

<p>20 Section-IV, Scope of work and special condition of the work, Clause no.4.3- Special condition of work: Review of current Operational, Organizational and Financial Status of RSMML:/ Pg. no. 22</p> <p>We seek clarification regarding the requirements outlined in the aforementioned clause, specifically concerning the legal structure and infrastructure needs. Understanding these requirements is essential for us to align our efforts effectively and ensure compliance with all necessary legal and operational standards and thereby, meet the requirements of the assignment.</p>	<p>HR :</p> <p>a. Review of organization structure ,maximum utilization of HR and Infrastructure.</p> <p>b. Learning &amp; Development;</p> <p>c. Assistance in recruitment and on-boarding of employees.</p> <p>d. Legal Structure requirement related to business registration, permits, licenses, intellectual property, and compliance etc.</p>	<p>The scope of work and special condition of the work, Clause no.4.3 is self antory.</p>
<p>21 Section-IV, Scope of work and special condition of the work, Clause no.4.3- Special condition of work: Review of current Operational, Organizational and Financial Status of RSMML:/ Pg. no. 22</p> <p>We seek clarification on the number of existing bid documents that need to be reviewed and the criteria for their review. Additionally, we request guidance on how the comparison will be conducted, whether it will be based on tenders/documents available with the client, those in the public domain, or both and the number of documents involved.</p> <p>While we will provide our analysis and recommendations, we emphasize that it is RSMML's responsibility to review these options, analysis, and recommendations and make a decision on the model to be adopted.</p>	<p>Contract Management:</p> <p>a. Review of the existing bid documents and agreements of RSMML.</p> <p>b. comparative study of RSMML tenders with the tenders of other PSU's in the sector analysing the reasons for poor response to the tenders issued by RSMML tender.</p> <p>c. Assist in Preparation of commercial bid, techno economical evaluation, assistance in negotiation, commercial recommendation etc. for selection of contractor.</p>	<p>Comparison shall be done with Tenders and related documents available in the public domain. The successful bidder has to analyse and give their recommendations regarding inclusion of relevent clause, however, final decision shall be sole discretion of RSMML.</p>
<p>22 Section-I, Clause no.1:5-BidSecurity/ Pg. no. 06</p> <p>We seek clarification regarding the submission process for the tender document fee. Our current understanding is that the fee must be sent via postal service and shall not be physically submitted by PwC personnel through a visit to the RSMML Corporate Office in Udaipur.</p>	<p>The Bid security for participation in the Tender is as per DNIT shall be provided in the form of Demand Draft drawn (Crossed and having validity of three month) in favour of "RSMML" and drawn on any bank at Udaipur</p>	<p>Physical presence of the bidder is not required, however, DD of Bid security should reach us before or on the last date &amp; time of submission of tender.</p>
<p>23 Section II, DEFINITION AND DECLARATION BY THE BIDDER, Clause no. 2.2- Declaration by the Bidder/ Pg. no. 9</p> <p>We understand that the consultant shall provide its recommendations and suggestions based on analysis of information made available by the client or available in public domain. We cannot confirm or declare that we have obtained all relevant and necessary information. We can not at this stage undertake that we will not raise any dispute or objection at any stage during the assignment. Kindly omit this clause.</p>	<p>The bidder has to declare the following on its letter head, under his signatures and seal:</p> <p>2.2.1 We do here by confirm and declare that we have obtained all relevant and necessary information, data, particulars, working conditions, facilities, availability of surface &amp; Subsurface water, existing industrial environment etc. which are directly or indirectly related to scope of work.</p> <p>2.2.2 We have assessed and satisfied our self as to the nature, condition, quantum, quality, extent, and scope of the work, involved in the document, type and we do hereby agree and undertake not to raise any dispute and/ or objection at any stage on any ground whatsoever.</p> <p>2.2.3 We have read &amp; hereby accepted our role, responsibility &amp; obligations under the Bid Document, and undertake not to raise any dispute and/or objection on such account due to our ignorance, misinterpretation or for any reason whatsoever.</p>	<p>The tender conditions will prevail.</p>

24	<p>Section III, Instruction to Bidders, Clause no. 3.4 - Tender Document Fee/ Pg. no.11</p> <p>We understand that the tender document fee has to be sent by postal and not be physically submitted by PwC Personnel through visit to RSMML Corporate Office at Udaipur. Kindly clarify our understanding.</p>	<p>The Tender document fee of Rs. 4720/- shall be paid by way of DD in favour of RSMML payable at Udaipur.</p>	<p>Physical presence of the bidder is not required, however, DD of tender document fee should reach us before or on the last date &amp; time of submission of tender.</p>
25	<p>Section III, Instruction to Bidders, Clause no. 3.5 - e-tendering processing charges/Pg. no.11</p> <p>We understand that the tender document fee can either be sent by postal or can be physically submitted by PwC Personnel through visit to RSMML Corporate Office at Udaipur. Also, we understand that e- tender processing charges for both technical and financial bid combined shall be INR 2500. Kindly clarify our understanding.</p>	<p>For each and every Bid submitted, a non-refundable Processing charge Rs. 2500.- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of GGM (Projects), RSMML, Corporateoffice,4,MeeraMarg, Udaipur,Rajasthan-313001 before the date and time of submission</p>	<p>Physical presence of the bidder is not required, however, DD of Processing charges should reach us before or on the last date &amp; time of submission of tender.</p>
26	<p>Section III, Instruction to Bidders, Clause no 3.2(viii), Instructions to the Tenderer &amp; General Conditions, Pg. no. 11</p> <p>Kindly omit this clause.</p>	<p>The tenderer, if awarded the work, shall not be eligible for raising any dispute or claims, in case he is hindered in execution of work due to his negligence/ omission/error in not collecting the details required for execution of work.</p>	<p>The tender conditions will prevail.</p>
27	<p>Section IV, Scope of work and special condition of the work, Clause no 4.5 (d), DELIVERABLES, TIMELINES &amp; PAYMENT SCHEDULE/ Pg. no. 24-25</p> <p>We understand that the payment for Phase 2 is contingent upon meeting specific success criteria. We would like to emphasize that, while we will provide our analysis and recommendations, it is RSMML's responsibility to review these options, analyses, and recommendations and make a decision on the model to be adopted. Therefore, we propose that the success criteria should not be the basis for evaluating the payment terms.</p>	<p>The company will release payments on every quarter. Initially, the payment for the first four quarters (up to 'T1+6 months') will be disbursed based on the deliverable schedule as detailed above. Thereafter, the payment of fifth and sixth quarters will be contingent on achieving an incremental growth 5% in operational revenue and overall performance comparing to previous six months. (Previous year's six months data will be the basis of measuring the performance where accurate data is available, in case the same is not available then the decision of company shall be final and binding to the contractor)</p>	<p>The tender conditions will prevail.</p>

<p>28 Section IV, Scope of work and special condition of the work, Clause no 4.6 BID EVALUATION CRITERIA (Pre Qualification Criteria)/ Pg. no. 25</p> <p>PwC is one of the oldest, largest, most reputed consulting firm globally. We have been working with various private sector and public sector companies in India and abroad. We have more than 20 years of experience working with PSUs in mining &amp; metals sector in India. We have a strong team of more than 40 people focussing on market, business, policy and regulations as well as strategy in mining &amp; metals sector. We would like to highlight our extensive experience and proven expertise in strategy formulation assignment within the mining and minerals sectors for various Indian Public Sector companies, as well as Central, State, and Municipal Governments or Departments.</p> <p>Our esteemed clients such as Telangana State Mineral Development Corporation (TSMDC), Kudremukh Iron Ore Company Limited (KIOCL), MECON Limited, Rashtriya Ispat Nigam Limited (RINL), Directorate of Geology and Mining (DGM) Chhattisgarh, Department of Mines and Geology (DMG) Karnataka, Jharkhand State Mineral Development Corporation (JSMDC), Jharkhand Exploration and Mining Corporation Limited (JEMCL), National Mineral Development Corporation (NMDC), Chhattisgarh Mineral Development Corporation (CMDC), Neyveli Lignite Corporation Limited (NLCIL), Gujarat Mineral Development Corporation (GMDC) among others, are testament to our capabilities and expertise in this domain. We are eager to participate in this assignment and, therefore, request an amendment to the pre-qualification criteria as follows:</p> <p>1. Renowned Tier-1 Consultancy firm empanelled as part of Digital India Program (i.e. registered under National Informatics Centre Services Inc. (NICS) as Tier-1 consultants) can only participate.</p> <p>We believe this amendment will broaden the pool of prospective bidders</p>	<p>Renowned Tier-1 Strategy Consultancy firm empanelled as part of Digital India Program (i.e. registered under National Informatics Centre Services Inc. (NICS) as Tier-1 consultants) can only participate.</p>	<p>tender conditions will prevail.</p>
<p>29 Section IV, Scope of work and special condition of the work, Clause no 4.6, Technical Criteria (Note, Pt 1)/ Pg. no. 29</p> <p>We seek confirmation on whether a team consisting of at least four personnel, including the team leader, mining expert, transformation/restructuring expert, and digital expert, is required to be physically present on-site for the duration of the project. The clarification on this requirement is essential for us to plan our resources effectively and ensure compliance with the project's needs.</p>	<p>Of above, Team Leader and Project Manager/Project Lead should be on the rolls of the Consultant. The Consultant can hire external professional as Subject Matter Expert who has qualification and experience stated above. Consultant is required to deploy all personnel for this assignment. The consultant shall deploy a team of at least 4 persons consisting of team leader, mining expert, transformation/ restructuring expert &amp; digital expert. The consultant shall deploy additional resources if it is required to perform Scope of Services specified in this e- Tender (if need so arise for assessing strategic opportunities, etc.).</p>	<p>The consultant must have a team of at least 4 persons as per tender which shall be deployed on-site as and when required by RSMML.</p>
<p>30 Section IV, Scope of work and special condition of the work, Clause no 4.8, Period of the Agreement/ Pg. no. 30</p> <p>We seek confirmation on our understanding that any extension to the contract period will be determined through mutual discussions between RSMML and the successful bidder. Additionally, the remuneration for the extended period will be agreed up on during these discussions.</p>	<p>The Time period of agreement shall be 18 months from the date of commencement of the work, a period of 30 days will be allowed to commence the work and depute the require personnel from the date of issuance of DLOA. The period of contract may be extended at the sole discretion of RSMML for further period as per provisions of RTPP Act &amp; Rules.</p>	<p>The tender conditions will prevail. No additional remuneration for the extended period will be given to the consultant.</p>

31	<p>Section IV, Scope of work and special condition of the work, Clause no 4.10, Right To Review Performance/ Pg. no. 30</p> <p>We understand that this is not applicable for consultancy service contracts. Kindly omit this clause.</p>	<p>The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to perform the work continuously for more than 3 (three) days.</p>	<p>The clause no.4.10, Right to Review Performance is a part of tender and shall remain unchanged and as per tender.</p>
32	<p>Section IV, Scope of work and special condition of the work, Clause no 4.12.1, Working Hours/Pg .no. 31</p> <p>We seek confirmation on our understanding that the team is not required to be deployed on-site. Consequently, the team will operate according to standard office hours.</p>	<p>The work shall be carried out during such hours as may be directed by the company and may be round the clock. The permission of the Company shall not constitute acceptance of any financial and/or legal liabilities on the part of the company.</p>	<p>The consultant have to deploy the team on-site/ offices as and when required by RSMML in line with the clause no 4.12.1 of the tender.</p>
33	<p>FORM-B, Details of the Bidder, Pt no.8-9, Pg.no.35</p> <p>We seek confirmation on our understanding of the requirements concerning the total experience and educational qualifications outlined in the aforementioned clause. Specifically, we interpret " Total Experience " to refer to the average experience while "Educational Qualification" pertains to the average educational level of the firm's employees. To ensure compliance, we request clarification on the specific information/ documentation that needs to be submitted regarding educational qualifications and demonstrating financial strength as per the clause mentioned here.</p>	<p>8. Experience</p> <ul style="list-style-type: none"> <li>● Total experience</li> <li>● Educational qualification</li> </ul> <p>9.Criteria for Assessing Tender</p> <ul style="list-style-type: none"> <li>● Financial strength</li> <li>● A write-up on proposed business plans.</li> </ul>	<p><b>Regarding Total Experience and Educational Qualifications:</b></p> <p><b>Total Experience:</b>  "Total Experience" refers to the cumulative relevant experience of the key personnel who will be directly involved in this project. It is not necessarily an "average experience" but rather a demonstration of the depth and breadth of experience possessed by the team members assigned to this project.  the bidder is required to provide detailed CVs of the key personnel, clearly outlining their relevant experience and the duration of each engagement.</p> <p><b>Educational Qualifications:</b>  "Educational Qualifications" refers to the individual educational qualifications of the key personnel involved in the project.  the bidder is required to provide copies of relevant educational certificates and degrees for these individuals.  It is not an "average educational level" but rather a demonstration of the required education levels of the team.  We expect the bidder to provide documentation that clearly demonstrates the</p>

qualifications of your team, and how those qualifications relate to the required qualifications of the tender.

Regarding Documentation for

**Financial Strength:**

To demonstrate financial strength, the bidder is required to submit:

Audited financial statements for the past three financial years.

A bank solvency certificate.

Any other relevant financial documents that demonstrate your company's financial stability and capacity to undertake the project.

The level of financial strength will be assessed against the expected value and scope of the project.

**Regarding "A Write-up on Proposed Business Plans":**

This write up should clearly and concisely outline bidder's proposed approach to the project.

This should include, but is not limited to:

Bidder's understanding of the project objectives.

Bidder's proposed methodology and approach.

Team's expertise and experience.

Bidder's understanding of the risks and mitigation strategies.

Bidder's proposed timeline and deliverables.

			<p>qualifications of your team, and how those qualifications relate to the required qualifications of the tender.</p> <p>Regarding Documentation for</p> <p><b>Financial Strength:</b></p> <p>To demonstrate financial strength, the bidder is required to submit:</p> <p>Audited financial statements for the past three financial years.</p> <p>A bank solvency certificate.</p> <p>Any other relevant financial documents that demonstrate your company's financial stability and capacity to undertake the project.</p> <p>The level of financial strength will be assessed against the expected value and scope of the project.</p> <p><b>Regarding "A Write-up on Proposed Business Plans":</b></p> <p>This write up should clearly and concisely outline bidder's proposed approach to the project.</p> <p>This should include, but is not limited to:</p> <p>Bidder's understanding of the project objectives.</p> <p>Bidder's proposed methodology and approach.</p> <p>Team's expertise and experience.</p> <p>Bidder's understanding of the risks and mitigation strategies.</p> <p>Bidder's proposed timeline and deliverables.</p>
34	<p>Section IV, Scope of Work and special condition of the work, Clause No 4.6, Bid Evaluation Criteria, Technical Criteria C-Key Personal-Public sector digital expert</p>	<p>* Minimum total years of experience with increasing levels of responsibility:5years          * 5-7years:0.5marks          * &gt;7years:1mark</p>	<p>The tender conditions will prevail.</p>
	<p>We suggest modification in qualification criteria of the ' Key Resource'.Request you to ammend the clause as"*Minimum total years of experience with increasing levels of responsibility: 5 years          * 5-7 years: 0.5 marks          * &gt; 7 years: 1 mark          * Minimum B.E./B.Tech./MCA/MTech./MSc(Computer Science, Information Technology, Electronics and Telecom.)and should have experience of working in Indian public sector - atleast 2 projects,with a project value ≥ Rs. 62.50 Lac (Indian or Globally):          * 1-2 projects (1 marks)          * &gt; 2 projects (2 marks)</p>	<p>* Postgraduate professional qualification in Information technology or Business management in IT and should have experience of working in Indian public sector - atleast 2 projects, with a project value ≥ Rs. 62.50 Lac (Indian or Globally):          * 1-2 projects (1marks)          * &gt;2projects (2marks)          * Quality of interaction (Based on presentation) - 1 mark</p>	
35	<p>No clause in RFP related to sub contracting</p> <p>We understand that subcontracting is not prohibited under the RFP and a bidder may use third party/third party resources to provide services under the ensuing contract. However, in such a case, the bidder would remain responsible for the work of such subcontractors. Please confirm if our understanding is correct.</p>	<p>No clause in RFP related to subcontracting</p>	<p>Subcontracting is not allowed as per tender.</p>

36	<p>No clause in RFP related to Arbitration</p> <p>We request RSMML to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and MeitY guidelines also encourage arbitration. Wet therefore request you to kindly consider the below clause inclusion:          "In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments there to). The venue of such arbitration in India shall be the Jaipur "</p>	<p>No clause in RFP Prelated to Arbitration</p>	<p>The tender conditions will prevail.</p>
37	<p>Section IV, Scope of Work and special condition of the work, Clause no 4.10.2, Pg no 30, Clause no 4.14.2, Pg no 32</p> <p>We request RSMML to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. We also seek a confirm that RSMML will use government procurement norms (including price discovery) for procurement of such services from third parties.</p>	<p>4.10.2-The company shall have absolute right to determine and ascertain the damages or losses suffered by it due to poor performance or breach of the terms and recover the costs thereof from the contractor from the security deposit or any sum due to the contractor from the company. The Company shall also have absolute right to get the work done from any other agency at the risk and cost of the contractor, in case, the contractor fails to per form the work continuously for more than 3 (three) days.          4.14.2-In case either of the parties to the agreement commits breach of any of the terms and conditions and stipulated here in contained other than those provided in clauses above, on the part of the other party to be observed and performed then the aggrieved party shall in form the other party in writing to set right or rectify the breach or omission of any of the terms or conditions within 30 days of the receipt of such notice and if even after this such party fails to remedy the said breach within the said period of 30 days, the other party to the agreement will be entitled to get the breach remedied or omission removed, at the cost and expense of defaulting party.</p>	<p>The tender conditions will prevail.</p>
38	<p>No clause in RFP related to Limitation of Liability</p> <p>We request RSMML to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MeitY. It is also the normal industry practice. We suggest RSMML may consider including the following language:          "Purchaser/Client agrees that Consultants total liability for all claims connected with the service sort his agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	<p>Liability is not documented. Hence, construed as unlimited.</p>	<p>The tender conditions will prevail.</p>

39	<p>Self-Certified Documentary Evidence to be submitted in support of Eligibility at page4/Point(ii)of Form-Catpage36/ Point4of Annexure-IV at page 45 (Pre-qualification requirement/declaration regarding blacklisting/ debarment)</p> <p>We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open- ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding black listing to bidders not black listed as on the date of submission of the bid or have not been black listed for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.</p>		<p>For tender condition page-4 "Tenderer who have been banned/ suspended by the company or any government organisation/ department shall not be eligible to participate in this tender/ during the currency of suspension/ banning period."</p>
40	<p>No clause in RFP related to third-party disclaimers</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by any one else in relation to the services. Please confirm our understanding is correct.</p>	<p>There is no restriction on the usage of deliverable. No third party disclaimers.</p>	<p>The tender is self explanatory</p>
41	<p>No clause in RFP related to acceptance criteria</p> <p>If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that RSMML shall in corporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. RSMML may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant with in the agreed time period or if Client uses the draft deliverable ,it will be deemed to be accepted."</p>	<p>No acceptance criteria</p>	<p>The tender condition prevail.</p>

*Manish*  
12/03/25  
Manish Dhaybhai  
Sr. Manager [Project]

*Vipin*  
12/03/2025  
Vipin Sharma  
Sr. Manager [Mech-Project]

*Purnima*  
12/03/25  
Purnima Devpura  
Sr. Manager [F&A]