

Queries of bidders for Request for Proposals (RFP) on GeM Portal (GEM/2024/B/5546206) dated 25/10/2024 and their response by Office of Nominated Authority

S.No.	Selection of RFP	Page NO.	Clause as per RFP	Clarification Sought	Response to bidders
1	Scope of services Clause 4.1.	10	Liaison with various Departments / officers of Central Government and coal bearing State Governments for streamlining of approvals for operationalization of coal mines.	We understand that the successful bidder has to follow-up with the respective authority for seeking updates and with various Departments / officers of Central Government and coal bearing State Governments for streamlining of approvals for operationalization of coal mines. Please confirm our understanding.	Yes, additionally please read clause 4 of RFP for your understanding. Moreover, the Scope of Services is not exhaustive, and the selected bidder shall undertake any other tasks as may be assigned by the Authority with the objective of the project.
2	Scope of services Clause 4.1.	10	Visit and contact the concerned authorities where clearances are pending and facilitate early processing of the applications, if directed by the Authority.	We understand that the PMU member shall only have to visit to the office of authorities in Delhi where clearances are pending at central level. Please confirm our understanding.	As per clause 7.6 of RFP , the authority may at their discretion, require the consultant to visit authorities in Delhi and other States. The Consultant shall work from the office of the Authority and shall provide such services at the office of the Authority without unreasonable delay
3	Scope of Services,4.1 (Subpoint 5)	10	Visit and contact the concerned authorities where clearances are pending and facilitate early processing	It should be removed. While we will follow up for early approvals of the pending applications, we can not facilitate the approvals, or guarantee it.Hence, this should not be our deliverable.	Clause as per RFP remains the same
4	Instructions to Bidders, Clause 3.19	10	Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposal have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Authority reserves the right to consider the next two best Bidders, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process	Kindly specify the measure that will be selected or select the bidder with the second highest score.	As per clause 18,The Selected Bidder shall be the Bidder having the highest combined score. The next two highest Bidders shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws or fails to comply with the requirements , the next highest ranking bidder may be given offer to match L-1 price

5	Scope of services, clause 4.	10	<p>The Ministry of Coal, Government of India plans to set up a Project Management Unit to assist it on 'Expediting Coal Block Operationalization'. The objective is to take necessary assistance, as may be required in implementing the assignment for the duration of the Consultancy Agreement. The Consultancy Team shall be based in the Authority's Office to advise and assist as may be required under the Consultancy. There are [total of 92 Mines and 364 clearances Pending(tentative), List of mines in each State is attached at "Annexure I"] which are non-operational and clearances like EC, FC-I/FC-II, Mining Lease, Land Acquisition, etc. with regard to these coal mines allocated under the provisions of CM (SP) Act, 2015 and MMDR Act are pending. The coal mines which will be allocated after the issuance of this RFP will be in addition to the Scope of services.</p>	<p>There is no limit on the scope. It is requested that additional work allotted can be done on the basis of an additional fee decided mutually.</p>	<p>Clause as per RFP stand as it is. Any addition to the number of mines are also part of the scope of work.</p>
6	Scope of services, Clause No 4.2	10	<p>Study the existing practices of granting various statutory approvals and suggesting the modification(s) needed for consideration by the State Government. Recommend changes to the existing practices of granting statutory approvals, as and when required as per the extant law, rules and regulations.</p>	<p>Since there is a standard operating procedure which the ministry had already adopted for granting statutory approvals and the PMU shall have to suggest improvement measure based on best industry practices. Please confirm our understanding.</p>	<p>Yes, there is a standard operating procedure which the ministry had already adopted for granting statutory approvals and the PMU shall have to monitor the same as per requirement of Nominated Authority</p>
7	Scope of services, Clause No 4.2	10	<p>There are [total of 92 Mines and 364 clearances Pending(tentative), List of mines in each State is attached at "Annexure I"] which are non-operational and clearances like EC, FC-I/FC-II, Mining Lease, Land Acquisition, etc. with regard to these coal mines allocated under the provisions of CM (SP) Act, 2015 and MMDR Act are pending.</p>	<p>a. EC is recommended before FC-I, is it considered for payment of clearance?. After getting the EC-I hard copy letter to bidder only the payment will be released. b. Regarding Land acquisition-How much land is considered for payment-30%, 50%, 100? c.If the LA and ML is granted under section 11 of CBA Act, is it considered one clearance or 2?</p>	<p>a. It is not EC recommendation, it is the grant of EC that is required for claiming the bill. b. As per milestones it is the land required for achieving the PRC. c. ML will not be considered as a clearance in case of acquisition of land under CBA Act.</p>

8	Scope of services, Clause No 4.2	11	Each personnel of the team are required to maintain a daily log sheet, which must be submitted to the Authority at the end of each month or upon request from the Authority.	Kindly clarify if the consultant needs to keep hard copy attendance register or there will be any biometric attendance	The consultant shall have to maintain a daily log sheet as per the directions
9	Time & payment Schedule, Clause no.5.1	11	The 30% amount of the total Financial bids submitted, will be divided equally in 24 months and will be released on monthly basis on satisfactory deliverables. Remaining 70% of the total financial bids submitted will be released on the basis of the achievement of actual clearance(s) obtained	Since the grant of many clearances are directly being managed by MoEFCC, State Govt and state departments, we request you to kindly modify the payment terms	Clause as per RFP remains same
10	Scope of services, Clause 4.2.	11	Recommend changes to the existing practice of granting statutory approvals	We understand that there is a standard operating procedure which is already adopted for granting statutory approvals by Ministry of Coal and the PMU shall have to suggest improvement measure based on best industry practices. Please confirm our understanding.	Yes, also please see clause 4 (Scope of services) of RFP for your understanding.
11	Scope of services, Clause 4.2.	11	Each personnel of the team are required to maintain a daily log sheet, which must be submitted to the Authority at the end of each month or upon request from the Authority. A biweekly report on the status of pending requests pertaining to the clearances will be required to be submitted to the Authority. A fortnightly presentation on the progress and status of the project shall be made before the Authority.	We understand that there each of the team members shall have to maintain the list of activities performed that the status of such activities and a biweekly Status report on the pending clearances is to be submitted by the PMU. Further, a presentation shall also be made to the Nominated Authority, Ministry of Coal regarding the progress and status of the clearances.	As per clause 7 of RFP, The Consultant is required to prepare and submit a monthly/biweekly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, its analyses, reports; recommendations, questions, if any and related issues; and so on 7 working days of end of the respective period along with daily log sheet maintained by the team
12	Scope of services, Clause 4.2.	11	The Scope of Services is not exhaustive, and the selected bidder shall undertake any other tasks as may be assigned by the Authority with the objective of the project.	We understand that the select bidder shall only undertake Scope of services as assigned for the list coal blocks attached with this RFP. Further, any work which is over and above the Scope of services shall be on the mutually agreed terms and conditions.	As per clause 4 of RFP, There are total of 92 Mines and 364 clearances Pending (tentative at the time of issue of RFP), which are non-operational and clearances like EC, FC-I/FC-II, Mining Lease, Land Acquisition, etc. allocated under the provisions of CM (SP) Act, 2015 and MMDR Act are pending. The coal mines which will be allocated after the issuance of this RFP will be in addition to the Scope of services.

13	Scope of services, Clause 4.2.	11	The Scope of Services is not exhaustive, and the selected bidder shall undertake any other tasks as may be assigned by the Authority with the objective of the project.	The Scope of Services outlined is intended to cover the primary objectives of the Project. Any additional tasks assigned by the Ministry shall be directly related to the defined project objectives and subject to mutual agreement to ensure that the timeline and primary deliverables are not impacted. Scope itself a broad task we should fence it. Otherwise, with such wide scope, we end up in doing various other works unrelated to this task and miss our deliverable timeline and objective	Clause as per RFP remains the same
14	Time and Payment Schedule clause No. 5.2	11	The 30% amount of the total Financial bids submitted, will be divided equally in 24 months and will be released on monthly basis on satisfactory deliverables.	Clarification Define "Satisfactory" deliverables. This will help us in providing timely and quality deliverables.	May please see clause 7 of RFP.
15	Time and Payment Schedule clause No. 5.2	11	The 30% amount of the total Financial bids submitted, will be divided equally in 24 months and will be released on monthly basis on satisfactory deliverables. Remaining 70% of the total financial bids submitted will be released on the basis of the achievement of actual clearance(s) obtained.	We request you to change the payment mechanism and divide the same into fixed payment and variable payment, an illustration is given below: (i) Fixed Component: A fixed monthly fee of INR 10,00,000 + 18% GST will be released to the consultancy on satisfactory deliverables. Details are as below: Personnel Remuneration in INR Head- PMU 3,50,000 SME- Land Acquisition 2,50,000 SME- Environment 2,50,000 Team Member 1,50,000 Total 10,00,000	Clause as per RFP remains the same
16	Consultancy Team PMU, clause 6.3	12	Qualification for PMU for Subject Matter Expert-Land acquisition-LLB or Bachelor of Law with 5 plus years of experience in handling land acquisition issue	Qualification for PMU for Subject Matter Expert-Land acquisition-degree (graduation/post grad.) in any discipline with 5 plus years of exp. In handling land acquisition related issues	Clause as per RFP remains the same

17	Consultancy Team PMU, clause 6.3	12	Qualification for PMU for Team Member- MBA/CA with 2 + years of experience	Qualification for PMU for Team Member- B.E./B.Tech/M.Tech in Mining with 2 + years of experience	The clause is modified MBA/CA/ B.Tech (Mining) with two years of experience. Addendum in this regard will be issued.
18	Consultancy Team PMU, clause 6	12	Consultancy Team PMU, clause 6	Whether consortium is allowed for achieving the required qualification as per RFP?	Consortium is allowed provided each bidder fulfill the conditions independently
19	Time & Payment Schedule- clause 5.5	12	The monthly payment in respect of additional personnel provided as per the clause 6.4 will be 75% of average monthly payment made to the existing personnel as per clause 5.2 (i) above	We propose that the monthly payment in respect of additional personnel provided as per the clause 6.4 shall be quoted figure rather than 75% of average monthly payment made to existing personnel. This will allow us to quote a with clear understanding of the financial payouts to the PMU and shall also reduce the risk in participation resulting better price discovery to Ministry of Coal. This will also help in increasing the transparency in the bidding process.	Clause as per RFP remains the same
20	PMU Team- Clause 6.4	12	The consultant will be allowed to engage additional member in team on need and requirement basis (in case number of mines/clearances under monitoring goes up significantly) of the Office of Nominated Authority. The qualifications & experience of such personnels will be decided mutually as per the requirement of Authority."	It is requested that consultants be allowed to engaged one additional personnel for each 20 mines for which clearances will be added in the scope of the work after the issuance of the RFB.	Clause as per RFP remains the same

21	PMU Team- Clause 6	12	Consultancy team Project Management Team.	Can the bidder/successful bidder be allowed to replace its PMU. Team member/Members by the personals having qualification & experience as per Table under clause 6.3 or higher at any stage?	As per clause 20.3 of RFP, The Authority will not consider substitution of Personnel except for reasons of any incapacity or due to health or upon promotion of the personnel in its organization or resignation of the personnel from its organization. Such substitution shall be limited to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority
22	PMU Team- Clause 6	12	Consultancy team Project Management Team.	May please confirm that PMU advise on legal matters shall not be considered as legal opinion but only interpretation of regulatory provision.	PMU advise on legal matter shall be an interpretation of regulatory provision.
23	Deliverables & Reporting- clause 7.2	13	The Consultant shall prepare papers highlighting issues that could become critical for the timely completion of the project work and that require attention from the Authority.	It is requested to clarify the expected frequency for submitting issue papers.	Consultant shall issue papers on monthly basis highlighting issues that could become critical for timely completion of project work.
24	Deliverables & Reporting- clause 7.7	13	In case any travel required for undertaking the task, the Consultant shall submit a visit plan and take prior approval from Authority. The cost will include economy class air travel and per-diem stay expenses and will be reimbursed to the consultant as per the entitlement of ASO Central Government Officers. In all cases of air travel where the Government of India bears the cost of air passage, air tickets shall be purchased from the three Authorized Travel Agents viz. (i) M/s Balmer Lawrie & Company Limited (BLCL), (ii) M/s Ashok Travels & Tours (ATT), (iii) Indian Railways Catering and Tourism Corporation Ltd. (IRCTC).	Kindly allow to make bookings from any third party travel agent.	Clause as per RFP stand as it is.

25	Conditions & Eligibility- clause 10.1	14	The Bidder should have turnover of INR 2 crore/ year in last 3 financial years preceding the Proposal Due Date.	We request you to please increase the turnover requirement. It will encourage participation of more experienced and genuine bidders providing quality consulting services.	Clause as per RFP stand as it is.
26	Conditions & Eligibility- clause 10.2 d	14	The Bidder should have turnover of INR 2 crore/ year in last 3 financial years preceding the Proposal Due Date.	Clause 10.2 (d) mentions turnover criteria as 2 Cr/year while NIT on GeM portal mention turnover criteria to be fulfilled by bidder as Average Annual Turnover of INR 2 Cr/year which essentially mean bidder shall have total turnover of INR 6 Cr from last 3 financial year.	Any deviation in terms & conditions of RFP with that of GeM portal, RFP document (uploaded) shall prevail over GeM portal
27	Conditions & Eligibility- clause 10.1 c	14	The bidder should not be currently blacklisted by the Central Govt, State Govt, UT, Statutory Authority, or PSU from participating in any consultant assignments in last three years.	Can we submit a status in writing with respect to blacklisting?	Yes
28	Conditions & Eligibility- clause 10.1	14		Also, please clarify if last three years are FY24, FY23, FY22?	As per clause 10.1(d) of RFP," The Bidder should have turnover of INR 2 crore/ year in last 3 financial years preceding the Proposal Due Date."Hence, the last 3 FY includes FY 23-24, FY 22-23, FY 21-22.
29	Conditions & Eligibility- clause 10.1	14	Conditions of Eligibility: Qualification criteria	As Ministry of Coal has included the requirement of No. of project as minimum qualification criteria during tender for State PMU, similarly we request you to kindly include following criteria in the qualification criteria as well: (g)The Bidder should have experience of facilitating and assisting in a minimum of three projects with similar assignments to the Scope of services mentioned in this Request for Proposal (RFP).	Clause as per RFP remains same

30	Financial Proposal-clause 13.2	17	All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, printing of documents, etc.	Please clarify if travel costs for meetings/site visits should be included in the Financial Proposal or will be reimbursed separately Please specify if costs of any specific software licenses required for the project should be included in the proposal	As per clause 7.7 of RFP, In case any travel required for undertaking the task, the Consultant shall submit a visit plan and take prior approval from Authority. The cost will include economy class air travel and per-diem stay expenses and will be reimbursed to the consultant as per the entitlement of Level-7 officer of Central Government. All other costs will be included in financial proposals submitted by bidder.
31	Financial Proposal-clause 13.2	17	The Goods and Services Tax as applicable from time to time shall be payable by the Authority/ Central Government on the total fee. Remaining all other taxes shall have to be borne by the Consultant. Costs shall be expressed in Indian Rupees (INR).	Please confirm if TDS deduction will be made from the invoice amount Please clarify which "other taxes" are to be specifically borne by the Consultant	As per Income Tax Act, 10% TDS is deducted and 2% GST TDS is deducted from the billed invoice
32	Criteria for evaluation-clause 16	20	Project Facilitation and experience of undertaking assignments similar to the Scope of services mentioned in RFP. - 20 marks for each assignment.	We request you to kindly change the marking criteria as 10 marks for each assignment so that bidder should showcase at least 4 similar assignments to get full marks (40). This will ensure that bidder have sufficient experience in handling similar kind of work. In the previous 2 tenders floated by Ministry of Coal for Central PMU, it had the same criteria and we request that similar criteria may be continued	Clause as per RFP remains same
33	Criteria for evaluation-clause 16	20	Project Facilitation and experience of undertaking assignments similar to the Scope of services mentioned in RFP	Project Management services is typically long term project/contract, so on going work order, of the bidder, providing project management services for mining related clearances, compliances, monitoring etc. to be considered in technical evaluation.	Yes, on going assignments of similar nature will be considered in technical evaluation

34	Criteria for evaluation-clause 16	20	Project Facilitation and experience of undertaking assignments similar to the Scope of services mentioned in RFP.Criteria/ Details 20 marks for each assignment. Max. Marks -40	We understand the works/assignments carried out by a consultant for a Management Consultancy cum Transaction Advisory (MCTA) assignment OR Transaction advisory (TA) assignments related to selection of MDO for operationalization of Coal blocks shall be considered. Please confirm our understanding.	Specifically, the project involves setting up a Project Management Unit (PMU) for expediting coal block operationalization, which involves hand holding of allocates in getting clearances and also dealing with various government departments and the preparation of reports to track coal mines' operational status, approvals, clearances etc. Only similar experience will be considered.
35	Criteria for evaluation-clause 16	20	Selection criteria Parameter 1.Project Facilitation and experience of undertaking assignments similar to the Scope of services mentioned in RFB. Criteria/ Details 20 marks for each assignment – Max. Marks -40	10 marks for each assignment with Central Government Ministry/ Department/Central PSU/ State Govt. Departments/ State PSU only. Experience of completing similar assignments with Govt.Departments/PSU should be prioritized to invite quality proposals from experienced consultancy firms	Clause as per RFP remains same
36	Financial evaluation-clause 18	21	Bids will finally be ranked according to their combined technical scores (ST) and financial scores (SF) as follows: $S = ST \times Tw + SF \times Fw$ Where, Tw and Fw are weights assigned to Technical Bid and Financial Bid that shall be 0.5 and 0.5 respectively."	We request you to kindly change the weightage of technical score and financial score from 50:50 to 70:30 as this will ensure that bidder have more experience, and capability should get the higher weightage in overall score. Ministry of Mines and Ministry of Steel in their recent tender for PMU has also kept the weightage as 70:30 and in previous tender floated by Ministry of Coal has also kept weightage as 60:40.	Clause as per RFP stand as it is.

37	Appointment of consultants- clause 20.20	22	If need arises, for replacing the selected manpower, the same initial process of selection as laid down in the RFP will be followed.	We understand that the replacement of the team members shall be done by the consultant / PMU if required and there shall be no penalties on such replacement. Please confirm.	As per clause 20.3 of RFP, the Authority expects the Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Personnel except for reasons of any incapacity or due to health or upon promotion of the personnel in its organization or resignation of the personnel from its organization. Such substitution shall be limited to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. However, Penalty clause has not been incorporated as such in RFP.
38	Confidentiality- clause 19	22	Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.	It is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	Clause as per RFP remains the same

39	Confidentiality- clause 19	22	The Consultant or its Personnel shall not, either during the term or within five 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.	We request NA to reduce the survival period of confidentiality obligations to one year post expiry or termination.	Clause as per RFP remains the same
40	Confidentiality- clause 19.2	22	The Consultant or its Personnel shall not, either during the term or within five years after the expiration or termination of this Agreement disclose any proprietary information,....	The Consultant or personnel shall not, either during the term or within one years after the agreement or termination of this agreement disclose anyGiven our engagements with multiple clients across India, a five-year,Time frame may be overly extended	Clause as per RFP remains as it is
41	Appointment of consultants- clause 20.1	22	The Authority will not normally consider any request.... due to health, subject to equally or better qualified	The Ministry will not normally consider any request.....due to health, death, resignation, termination or superannuation subject to equally or better qualified.....The firm does not have control over events such as death, resignation, termination, or superannuation	Clause as per RFP remains as it is

42	Appointment of consultants- clause 20.3	22	The Authority expects the Personnel to be available or due to health or upon promotion of the personnel in its organization or resignation of the personnel from its organization.	The Ministry expects the personnel to be available Or due to health or upon promotion of personnel in its organization or resignation of the personal from its organization or termination or superannuation.....The firm does not have control over events such as termination, or superannuation these things governed by the company policies	Clause as per RFP remains as it is
43	Indemnity- clause 21	23	Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services.	Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services which are judicially determined and solely attributable to the Consultant. The losses caused due to deficiency in services should be judicially determined which are solely attributable to the agency/bidder shall be part of indemnity	Clause as per RFP remains as it is
44	Award of contract- clause 22.1	23	After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days....	After selection, a Letter of Award (LOA) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 10 (ten) days....Considering time required for internal risk approval process, it is requested to extend the period from 7 to 10 working days.	Clause as per RFP remains as it is
45	Conflict of interest-Clause 23.2 (b)	24after the termination of this Contact, within five years after the expiration or termination of this Agreement disclose any proprietary information....without the prior written consent of the Authority.after the termination of this Contact, within one year after the expiration or termination of this Agreement disclose any proprietary information....without the prior written consent of the Authority unless desired by the court or regulators Given our engagements with multiple clients across India, a five-year timeframe may be overly extended	Clause as per RFP remains as it is

46	Additional clause	26	-	<p>Limited liability clause to be included as under: " Limited Liability: Notwithstanding anything contained in the contract, Client agrees that the Vendor/ Bidder / Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Vendor/ Bidder / Consultant. In no event shall the Vendor/ Bidder / Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract"</p>	There is no clause of Limited Liability
47	Indemnity-clause 21	23	The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services.	There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.If you still insist on retaining this section, then we request you to at least make it subject to final determination of court/arbitrator.	Clause as per RFP remains the same
48	Introduction- Clause 3	7	Introduction to Bidders	Date of Onboarding of PMU	The date of on-boarding shall be 04.02.2025 (tentative)