

Reply to Pre-Bid Queries - Selection of Consultant to Carry out Skill Demand assessment Survey and Detailed Project

Sl. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	FINAL CLARIFICATIONS
1	RFQ cum RFP	10	1.2	Request For Qualification cum Request For Proposal	The Authority invites bids/proposals from interested firms for selection of an agency (the "consultant") who shall undertake detailed Market Demand Assessment, Detailed feasibility Study, Detailed Project Report, Financial projections, determining costs, identification of courses for setting up courses for Marine Skill Training Centre at ITI campus Dwarka in the state of Gujarat	Pls clarify if we have to provide the list of possible/ probable suitable courses or we need to give the complete course content of those identified courses	As specified in the TOR given in the RFQ cum RFP
2	RFQ cum RFP	11	1.4	Schedule of bidding process	Last Date of Submission of RFQ cum RFP a. Submission of Financial Bid (online) - 02/11/2021 Submission of Technical Bid (Hard Copy) - 12/11/2021	No timeline has been specified for online submission of the technical bid. Is online submission of the Technical Bid not required?	Refer Corrigendum 1
3	RFQ cum RFP	11	1.4 SI No. 4	Schedule of bidding process	Last Date of Submission of RFQ cum RFP b. Submission of Financial Bid (online) - 02/11/2021 Submission of Technical Bid (Hard Copy) - 12/11/2021	We request the deadline be extended by 3 weeks.	Refer Corrigendum 1
4	RFQ cum RFP	11	1.4	Submission of Financial Bid	2nd November, 2021	Owing to the public holidays in the month of October and November, it is requested that the last date of submission be extend by one week to 9th	Refer Corrigendum 1
5	RFQ cum RFP	11	1.4	Submission of Technical Bid (Hard Copy)	12th November, 2021	Owing to the public holidays in the month of October and November, it is requested that the last date of submission be extend by one week to 19th November 2021	Refer Corrigendum 1
6	RFQ cum RFP	11	1.4	Schedule of the bidding process	Presentation by Bidders	As per Clause no.1.4, the presentation has to be done by the bidder but it will be calculated in technical weightage or not?	Yes, As per RFQ cum RFP
7	RFQ cum RFP	11	1.4		Schedule of the bidding process: Proposal Evaluation Results - 26th November 2021 12:00 Hrs	Opening of Financial Bids is scheduled on 26 th November 2021 13:00 Hrs. Time of Proposal Evaluation Results to be updated as the same cannot be before opening of financial bids.	Refer Corrigendum 1
8	RFQ cum RFP	11	1.4		Schedule of the bidding process: Issue of Letter of Award - 30th November 2021 11:00 Hrs through email.	Can acceptance be provided through email as well?	As per RFQ cum RFP
9	RFQ cum RFP	12	2	2. Instruction to the Consultant - A. General - General Terms of Bidding	The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ cum RFP. Consortium/Joint Venture is not allowed.	Request to allow consortium bid	As per RFQ cum RFP
10	RFQ cum RFP	12	2.1.4	Power of Attorney	The Bidder should submit a Power of Attorney as per the format at Annexure - 2, authorizing the signatory of the Bid to commit the Bidder.	It is requested that a board resolution authorizing the signatory be accepted instead of a PoA	Board Resolution authorizing the Signatory can also be accepted
11	RFQ cum RFP	12	2.1	General Terms of Bidding (First Para)	Consortium/Joint Venture is not allowed.	This engagement requires expertise in skill mapping as well as preparation of DPR for civil assets and both are distinct capabilities. In this regards, we request authority to allow formation consortium / JV on jointly and severely liability basis	As per RFQ cum RFP
12	RFQ cum RFP	14	2.1.14		Any queries or request for additional information concerning this RFQ cum RFP shall be submitted in writing or by fax and e-mail in the format at Annexure 13 to the officer designated in Clause 2.12 below.	As per clause 1.4, pre-bid queries are required to be submitted through e-mail with covering letter and queries in Excel format as per Annexure 13 to sbuch@gidb.org. However, in clause 2.12 email address of CEO GIDB is specified. We have shared the pre-bid queries on sbuch@gidb.org.	Email Queries Received
13	RFQ cum RFP	21	2.11.5 (ii)	Envelope B - The Technical Proposal	General approach, methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of Annexure 5	We request to extend the maximum pages for submission of General approach & methodology as a detailed roadmap has to be submitted for the Marine Skill Institute	As per RFQ cum RFP
14	RFQ cum RFP	21	2.11.4 (viii)	Declaration of Abandonment of Consultancy Assignments/	Declaration of Abandonment of Consultancy Assignments/ Construction Supervision Assignments/ Projects/ Contract Works in- complete in the format of Annexure 1 (F).	PwC is large firm with multiple consulting contracts being implemented. There may be cases where the contract has been pre-closed by the client due to a change in scope or requirement. Since abandonment is a broad term and does not specify clear instances of pre-closure of the contract, it is requested that the requirement of this undertaking be removed. Alternatively, it is requested that the term abandonment be clearly defined	As per RFQ cum RFP

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15	RFQ cum RFP	21	2.11.4 (ix)	Certificate of relationship of Parent Company	Certificate of Relationship of Parent Company or Affiliate or Ultimate Parent Company with the Bidding Company in the format of Annexure 1 (G).	Please clarify if this undertaking is required in the instance where the Bidding company is providing its own credentials for evaluation	As per RFQ cum RFP
16	RFQ cum RFP	21	2.11.4 (x)	Undertaking from the Financially Evaluated Entity	Undertaking from the Financially Evaluated Entity or its Parent Company in the format of Annexure 1 (H).	Please clarify if this undertaking is required in the instance where the Bidding company is providing its own credentials for evaluation	As per RFQ cum RFP
17	RFQ cum RFP	21	2.11.4 (vii)	Blacklisting undertaking	Declaration of Blacklisting by any Government/ Public Sector Organization in the format of Annexure 1 (E).	It is requested to revise the pre-qualification regarding blacklisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside should also be allowed to participate in the tender process.	As per RFQ cum RFP
18	RFQ cum RFP	21	11.5 - 1 (v)	Requirement of signed copy of contract	A copy of the Contract Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in hereinabove.	Since the negotiation and contract signing happens for the successful bidder, it is requested that this requirement be removed from the technical proposal document. The contract needs to be reviewed in line with the negotiations after the successful award of the contract. Therefore, it cannot be signed at the time of the submission of technical proposal	As per RFQ cum RFP
19	RFQ cum RFP	21, 74	2.11.5 & Annexure 4	Envelope B – The Technical Proposal	Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience and listing maximum relevant 20 projects in each completed and on-going projects category in the format of Annexure 4 illustrating firm	<ul style="list-style-type: none"> As per our understanding a total of 4 projects have to be listed – 2 completed and 2 ongoing. Is the two page limit for providing a basic introduction to the bidder only? As 2 pages for including details of project etc is limiting. Pls clarify Annexure 4 indicates 2 completed and 2 ongoing. Pls clarify if all projects listed in the Pre-Qualification & Technical Strength section also have to be provided in the same format as specified in Annexure 4 	As per RFQ cum RFP
20	RFQ cum RFP	25	2.13.2	Submission of technical proposal	All applications should be submitted through RPAD speed Post or Courier only. Applications through Hand Delivery shall not be accepted. No applications after the due date shall be considered for the evaluation.	It is requested that the pre-qualification and technical proposal be also submitted online. Alternatively, there should be an option to submit the same in person/ hand delivery as the document might get delayed/ misplaced through courier	As per RFQ cum RFP
21	RFQ cum RFP	28	2.21.2	Performance bank guarantee	An amount equal to 3% (Three per cent) of the Consultant Agreement Value shall be deemed to be the Performance Security in the form of Bank Guarantee (BG) (as per Annexure 12)	It is requested that the performance BG be taken equivalent to 2% of the Consultant Agreement Value	As per RFQ cum RFP
22	RFQ cum RFP	29	2.21.8		The Performance Security deposit shall be paid in time and if it is paid after fifteen (15) days from the date of issuance of LOA.	Request you to please extend the time limit to thirty (30) days.	As per RFQ cum RFP
23	RFQ cum RFP	29	2.22.1		The Bidder can however use the technical and financial strength of its Parent Company or its Affiliate or its Ultimate Parent Company to fulfil the Technical and/or Financial Eligibility criteria mentioned below	As per clause 2.2, consultants shall not be allowed to bid in consortium. Considering that consortium is not allowed, clause 2.22.1 seems to be in contradiction of clause 2.2. Please clarify.	As per RFQ cum RFP
24	RFQ cum RFP	30	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	2 (Two) completed Project Experience for conducting Skill, Market Demand assessment/ Impact assessment/ evaluation studies for centre/ state skill development agencies/ missions/ Sector Skill Council (SSC) or DETs/ Director General of Training/Ministry of Skill Development/ National Skill Development Corporation (NSDC) in the Skill Development Space during last 7 (Seven) years	Request to also include other sectors' demand assessment/ impact assessment/ evaluation studies other than skill and market because it will enhance competitiveness and more number of bidders can participate.	As per RFQ cum RFP

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25	RFQ cum RFP	30	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Skill Development 2 (Two) completed Project Experience for conducting Skill, Market Demand assessment/ Impact assessment/ evaluation studies for centre/ state skill development agencies/ missions/ Sector Skill Council (SSC) or DETs/ Director General of Training/Ministry of Skill Development/ National Skill Development Corporation (NSDC) in the Skill Development Space during last 7 (Seven) years The Project/Assignment Fee shall be at least 25 Lakhs	1. Category is mentioned as Skill Development, so is it MUST for an organization the survey / research / feasibility is done in Skill Development ONLY? 2. Will the other Educational / University Level Feasibility study is considered?	As per RFQ cum RFP
26	RFQ cum RFP	30	2.22.4	Min. Desired Experience	2 (Two) completed Project Experience for conducting Skill, Market Demand assessment/ Impact assessment/ evaluation studies for centre/ state skill development agencies/ missions/ Sector Skill Council (SSC) or DETs/ Director General of Training/Ministry of Skill Development/ National Skill Development Corporation (NSDC) in the Skill Development Space during last 7 (Seven) years	1. DPR preparation is one of essential activity as per the scope. In this regard we request Authority to consider DPR / Master plan preparation engagement as eligible assignments 2. Along with experience of Training centres, we request Authority to consider assignments which includes development of Museums / Science Centres etc as they do have similar functionalities 3. Requesting Authority to consider ongoing engagement also for evaluation. 4. Requesting Authority to clarify if Overseas Engagement or experience is qualified as eligible assignments	As per RFQ cum RFP
27	RFQ cum RFP	30	2.22.4 (ii)	Min. Desired Experience	Completion Certificates	Requesting Authority to consider ongoing engagements also for evaluation and consider either of Work Order / Agreement / completion certificate as proof	Refer Corrigendum 2, 7, 8
28	RFQ cum RFP	30	2.22.4	Pre-qualification(Eligibility Criteria)	Pre-qualification(Eligibility Criteria) 2 (Two) completed Project Experience for conducting Skill, Market Demand assessment/ Impact assessment/ evaluation studies for centre/ state skill development agencies/ missions/ Sector Skill Council (SSC) or DETs/ Director General of Training/Ministry of Skill Development/ National Skill Development Corporation (NSDC) in the Skill Development Space during last 7 (Seven) years The Project/Assignment Fee shall be at least 25 Lakhs	We request you to kindly relax this criteria by allowing working experience in ongoing project in skill or any other development sector/ Agriculture/Food Processing which will entitled Companies in fair and competitive tendering process. We all aware that fees of Rs. 25 lakhs from a single project of similar nature is very limited. Therefore, requesting to reduce the minimum fees of Rs. 25 lakhs to Rs. 20 lakhs which will entitled Companies to participate more.	As per RFQ cum RFP
29	RFQ cum RFP	30	2.22.3		The Company / Firm should not have suffered bankruptcy / insolvency in the last five years in the format specified at Annexure 1 (D) of this RFQ cum RFP.	Request you to please modify the clause as below: The Company / Firm should not have suffered bankruptcy / insolvency in the last five years to the best of their knowledge for the work performed by them in the format specified at Annexure 1 (D) of this RFQ cum RFP.	As per RFQ cum RFP
30	RFQ cum RFP	31	2.22.4	General Instructions 1	Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation: 1) At least for Completed Projects: i) Work Order, and ii) Agreement, and iii) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);	The clause maybe revised to read: (i)Work Order or Agreement, (ii) Completion certificate or A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client); Request for revision of the clause as mentioned in the previous column	Refer Corrigendum 2, 7, 8

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31	RFQ cum RFP	31	2.22.4	General Instructions 3	The supporting document(s) claimed for each firm's relevant experience shall be placed immediately after each firm's experience. Only those studies would be considered for the evaluation for which the documentary proof mentioning Total Project Fee (wherever applicable) have been provided immediately after each claimed firm's experience;	Some of the Work Orders or Agreements will contain duration and monthly rates and not total fees. This should be considered sufficient to process the bid. Request to accept for those documents where total fees is not given but monthly manmonth/personmonth rates and duration of project is given, should be accepted for the bid	To be considered only if Monthly fee and project duration mentioned in Both Work order and Agreement and subject to fulfilling pre qualification criteria of Project/Assignment Fee
32	RFQ cum RFP	31	1 1) (iii)	Document requirement for completed projects	i) Work Order, and ii) Agreement, and iii) Completion Certificate, and iv) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);	It is requested that only work order/ agreement should be required to be submitted for completed projects as a lot of clients don't issue work order and agreement separately and completion certificates are also not always shared by the client. Alternatively, an email confirming the submission and acceptance of the final deliverable be accepted as proof of completion of the project	Refer Corrigendum 2, 7, 8
33	RFQ cum RFP	31	2	Project reports for completed projects	Along with Work order copy and/ or Completion Certificate, the submitted testimonial MUST contain other documents which include Project Reports, Research Reports, detail description of work [Scope of Work, Terms of Reference, Total Project Cost] carried	A lot of the reports developed for the clients are not in the public domain and confidential. It is therefore requested that this requirement be removed	Refer Corrigendum 2, 7, 8
34	RFQ cum RFP	31, 75	2.22.4 and annexure 4 - 1.a.(iii), (iv) and 4 1.b.(iii) and (iv)	Technical Strength	[at least (for Completed Projects: Work Order, Agreement and Completion Certificate and certificate from Chartered accountant/auditor confirming the receipt of full payment), (at least for on-going Projects: Work Order, Agreement and Statutory Audited Statement of last two Payment received and Certificate from Chartered Accountant/ Auditor confirming the receipt of payment from the Client)] will not be considered for evaluation.	<ul style="list-style-type: none"> For completed projects we request – Completion Certificate not be mandated as Government Departments & Agencies don't always furnish completion certificates, hence we request the same be changed to self-certificates/ duly notarized Affidavits from the bidder. The bidder is bound by confidentiality clauses in the MoUs which forbids sharing of payment details and receipts and also CA audited documentation is difficult as they are also bound by the agreements. Hence, we would request, changing this to self-declaration on the firm letter head / duly notarized affidavit 	Refer Corrigendum 2, 7, 8
35	RFQ cum RFP	31	2.22.4		General Instructions: 1) At least for Completed Projects: i) Work Order, and ii) Agreement, and iii) Completion Certificate, and iv) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client).	Request you to please consider the following documents acceptable for completed projects: Work Order or Agreement Completion Certificate	Refer Corrigendum 2, 7, 8
36	RFQ cum RFP	31	2.22.4		General Instructions: 2) Along with Work order copy and/ or Completion Certificate, the submitted testimonial MUST contain other documents which include Project Reports, Research Reports, detail description of work [Scope of Work, Terms of Reference, Total Project Cost] carried out by the consultant.	Project Reports are bound by client confidentiality. We cannot share any project reports without prior approval from the clients. Request you to please remove Project Reports from the said clause.	Refer Corrigendum 2, 7, 8
37	RFQ cum RFP	32	2.22.5		Pre – qualification/ Eligibility criteria for the applicants - Financial Strength:	Request you to please increase turnover limit to INR 10 Crores.	Refer Corrigendum 3
38	RFQ cum RFP	32	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength - financial capacity table - Sl. No 1	Average Annual Turnover of Company/ Firm from Consultancy* for Previous 3 Audited Financial Years	Request to increase the avg annual turnover to Rs. 150 Crores , to ensure capable firms with sufficient human resource to participate in the process Request to increase the avg annual turnover to Rs. 150 Crores	Refer Corrigendum 3
39	RFQ cum RFP	32	2.22.5	Average annual turnover	Average Annual Turnover of Company/ Firm from Consultancy* for Previous 3 Audited Financial Years	It is requested that the minimum value for annual turnover for previous 3 years be increased to Rs. 500 crore	Refer Corrigendum 3

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40	RFQ cum RFP	32	2.22.5	Net worth of the applicant firm	Net worth of Applicant firm from Consultancy during last Audited Financial Years [FY 2019-20]	It is requested that the minimum value for the net worth for previous 3 years be increased to Rs. 100 crore	Refer Corrigendum 3
41	RFQ cum RFP	32	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	Average Annual Turnover of Company/ Firm from Consultancy* for Previous 3 Audited Financial Years of INR 1.0 Cr	This is one of the prestigious engagement and it requires fair amount of support to Authority for longer duration than as stipulated in the engagement. In this regard, firms with sound financial capability can able to sustain and assist Authority beyond project requirements. The turnover quoted is very less as compared to activities suggested in the RFP. We request Authority to atleast increase the Turnover requirement by INR 100 Crore	Refer Corrigendum 3
42	RFQ cum RFP	35	Task 2	Case studies	Consultant shall, with help of DET do case study of national and international skill training centres to draw up the proposed course for students.	Please clarify if these case studies need to be developed through secondary research or field visit to national and international institutes would also be required. In case of the latter, please indicate the no. of national and international institutes to be covered and the geographies to be covered	As per RFQ cum RFP
43	RFQ cum RFP	35	3.5	Project Team	Team Leader cum Skill Expert	Requesting Authority to consider PG in Infrastructure Planner with Maritime Experience as one of expertise. Since this engagement requires to be setting up Maritime skill training, we feel it will be helpful if we bring the team leader experience with Maritime Experience	Refer Corrigendum 4
44	RFQ cum RFP	35	3.3		Task 1 Inception Report Task 2 Interim Report Task 3 Determining Costs Task 4 Determining Income Task 5 Identification of Courses and Faculty Task 6 Preparation of Concept Plan Task 7 Final DPR	Please clarify if GIDB will support in collection of data from government departments and private players where-ever required.	As per RFQ cum RFP
45	RFQ cum RFP	36	17)	Local DCR rules	Consultants should Study Govt. of India Schemes and guidelines, Local DCR rules and identify available clearances and approvals to be obtained for the development of the project.	Please clarify what are local DCR rules	Please refer relevant Secondary data and websites
46	RFQ cum RFP	37	TASK:2 (23)	TASK: 2	Consultant has to conduct Site visit to National Institute of Water Sports- Goa (NIWS), ITIs in Goa and Directorate of Skill Development and Entrepreneurship, Goawith ITI Principal, Officials from Directorate of Employment & Training and other concerned delegates.	Expenses are boarn by whom?	Expense to be borne their own Consultant; As per RFQ cum RFP;
47	RFQ cum RFP	37	23)	Site visit to Goa	Consultant has to conduct Site visit to National Institute of Water Sports - Goa (NIWS), ITIs in Goa and Directorate of Skill Development and Entrepreneurship, Goa with ITI Principal, Officials from Directorate of Employment & Training and other concerned delegates	Please clarify if the consultant is expected to organize the site visit for officials of the department from Gujarat. If yes, it is requested that the consultant should be required to support in facilitating such visits and costs for such visits be directly borne by the client	Expense to be borne their own Consultant; As per RFQ cum RFP;
48	RFQ cum RFP	40	3.3	Terms of Reference : Scope of Work- Duration of work	Consultant should work with the authority till the submission of Final Report and total duration of the consultancy assignment shall be 4 months.	No timeline has been specified for approvals at various stages and scope of work include large scale of activities the duration of work is 4 months we suggest the duration of work to be 6 months	Refer Corrigendum 5, 6, 10
49	RFQ cum RFP	40		Duration of work	The Consultant shall work for the Authority till the submission of Final Report and total duration of the Consultancy Assignment shall be 4 months. The Consultant must have sufficient manpower along with Key Personnel to comply with the Scope of Services.	Given the extensive scope of work of the assignment, it is requested that the duration of assignment be increased to 6 months	Refer Corrigendum 5, 6, 10
50	RFQ cum RFP	40	3.3	Scope of work	Duration of work	It is requested to extend duration of work up to 6 months.	Refer Corrigendum 5, 6, 10

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51	RFQ cum RFP	41	3.5 SI. No. 2	Terms of Reference : Project Team	Architect as an expert to be part of Project team with Graduate degree in Architecture and post graduate in Architecture / planning with minimum ten (7) years of experience	Experience required written in words is "ten" and in numbers is "7". Please clarify actual experience required to be 10 or 7 years.	Refer Corrigendum 4
52	RFQ cum RFP	41	3.5 Note	Terms of Reference : Project Team	It is expected that the above mentioned specialists to be supported by pool of support staff	We suggest the number of personnel in support staff should be three (3) personnel minimum. Please clarify that the man-month cost for the additional support personnel to be included in the project cost component.	Refer Corrigendum 4
53	RFQ cum RFP	41	3.5	Project Team - Architect	Graduate degree in Architecture and Post Graduate in Architecture/ Planning with Minimum ten (7) years of Experience	Please clarify if the requirement is for 10 years or 7 years? Kindly confirm if the experience required is for 7 years	Refer Corrigendum 4
54	RFQ cum RFP	41	3.5	Project Team - Architect	Graduate degree in Architecture and Post Graduate in Architecture/ Planning with Minimum ten (7) years of Experience	Please allow for Civil Engineering Graduate and PG or equivalent in Civil Eng. Or Construction management etc. Kindly confirm if the education qualificaion of Civil engineer graduate and PG or equivalent	Refer Corrigendum 4
55	RFQ cum RFP	41	3.5	Project team	Team Leader cum Skill Gap Expert Architect Research Analyst	It is requested that the team leader and skill gap expert should be two separate resources as the team leader will be required to coordinate all the other activities under the assignment in addition to the skill gap study. The proposed education/ experience for the team leader is as follows: MBA/ Master of Social Work (MSW)/ post graduate in management from a recognized and reputed academic institution with <ul style="list-style-type: none"> • Minimum 10 years of experience in TVET domain. • Should have provided oversight to large projects. • Should have led teams of researchers and experts • Should have led at least 5 projects in the TVET domain 	Refer Corrigendum 4
56	RFQ cum RFP	41	3.5	Project team	Team Leader cum Skill Gap Expert Architect Research Analyst	Given the extensive scope of work of the project, it is requested that the following experts be added to the scope: <ul style="list-style-type: none"> - Financial modelling expert - Skill development specialist - Equipment engineer 	Refer Corrigendum 4
57	RFQ cum RFP	41	3.5, S.no. 1	Team Leader cum Skill Gap expert	Team Leader cum Skill Gap expert <ul style="list-style-type: none"> • MBA/ Master of Social Work (MSW)/ post graduate in management from a recognized and reputed academic institution with • Minimum 10 years of experience in research domain. • Expertise in study design and sampling. • Prior experience in conducting studies/surveys in fields related to tourism/ island development/ marine/ water sports, etc. • Should have provided oversight to large data collection studies. • Should have conducted both qualitative and quantitative data collection and analysis • Should have led large field level teams. 	We are requesting to consider the Team Leaders Educational Background as MBA/ Master of Social Work (MSW)/ post graduate in management/ Ph.D in Economics from a recognized and reputed academic institution	Refer Corrigendum 4
58	RFQ cum RFP	41	3.5, S.no. 2	Project team	Project team Graduate degree in Architecture and Post Graduate in Architecture/ Planning with Minimum ten (7) years of Experience in	Please clarify the minimum Experience required for the mentioned Architect as seven or 10 years.	Refer Corrigendum 4

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59	RFQ cum RFP	41	3.5		Project Team: Architect: Graduate degree in Architecture and Post-graduate in Architecture/ Planning with Minimum ten (7) years of Experience.	Please clarify if required experience is 10 or 7 years?	Refer Corrigendum 4
60	RFQ cum RFP	41	3.5		Note: It is also expected that the above-mentioned specialists shall be supported by pool of support staff who shall largely be responsible for stakeholder interactions and interviews, questionnaire design, demand assessment, skill gap analysis, data collection etc.	Request you to please specify the exact number of support staff required, as it will impact the costing.	Refer Corrigendum 4
61	RFQ cum RFP	42	3.6		Period of Assignment and Payment Terms	Request you to please extent the project duration to 6 months and payment terms as below:	Refer Corrigendum 5, 6, 10
62	RFQ cum RFP	42	3.6		Period of Assignment and Payment Terms: The Consultant team shall be made available as and when required by the Authority. Support team shall be made available during the entire course of assignment period for conducting surveys – Primary survey and research work from secondary source of information.	Please indicate where the teams will be deployed?	As per RFQ cum RFP
63	RFQ cum RFP	42	3.6	Terms of Reference : Period of Assignment and Payment Terms	Payment milestones mentioned are 35% on submission of Skill Demand Assessment Report, 35% on submission of Draft Detailed Project Report along with feasibility Report and Concept Plan, 30% on submission of Final Detailed Project Report with Feasibility Report and Concept Plan	We suggest 30% advance payment on issuance of LoA	As per RFQ cum RFP
64	RFQ cum RFP	42	3.6	Period of Assignment and Payment Terms	On Submission of Inception Report	A 15% of the fees should be assigned to this task completion and it also will serve as a mobilization to cover project expenses for the next milestones Kindly confirm if 15% of the fees maybe paid post completion of the task of inception report	As per RFQ cum RFP
65	RFQ cum RFP	42	3.6	Location of support team	Support team shall be made available during the entire course of assignment period for conducting surveys – Primary survey and research work from secondary source of information.	Please clarify if the support team is expected to work from the client site for the duration of the assignment	As per RFQ cum RFP
66	RFQ cum RFP	45	3.10		All data collected, financial models developed with all linking sheets for this assignment would be the property of the Authority and to be submitted to the Authority in soft copies and in hard copies, in whichever form it is available as and when required by the Authority and along with the final report.	This shall exclude any pre-existing intellectual property rights of the consultant that are used for performance of the services.	As per RFQ cum RFP
67	RFQ cum RFP	46	3.12		Responsibilities of the Consultant	Please clarify if GIDB will support in collection of data from government departments and private players where-ever required.	As per RFQ cum RFP
68	RFQ cum RFP	49	4.3 Clause B 4.3.4	Financial Evaluation	The consultant (L1) who has quoted the lowest price will be given a score of 100. The consultants will be allotted score relative to score of L1 where Technical Evaluation Score will get a weightage of 70% and Financial Bid score a weightage of 30%.	The Evaluation Methodology proposed to be adopted by GIDB will be L1 focused while we suggest Quality cum cost-based system (QCBS) method of evaluation where Technical Evaluation Score will get a weightage of 80% and Financial Bid score a weightage of 20%. This is given the criticality of technical strength and quality that is required for the execution of such projects. Hence giving more weightage to the technical proposal and approach and methodology is essential.	As per RFQ cum RFP
69	RFQ cum RFP	50	4.3.5	C. Weightage of Technical and Financial Bid	The weightage for technical proposal may be further segregated into: a. 35% weightage - firm's experience; and b. 40% weightage - qualification & experience of the proposed as part of Project Team; c. 25% weightage - approach methodology, time schedule & work plan;	i. Please mention the maximum marks for each project credential submitted. ii. Please mention the maximum marks and subcriteria that will scores / marks that will be allocated- team member wise iii. Please mention the maximum marks and subcriteria that will be allocated to the A&M. time schedule and work plan Please provide the detailed criteria and subcriteria wise scoring / marks across firm experience, Team and A&M & other documents	As per RFQ cum RFP

Sl. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	FINAL CLARIFICATIONS
70	RFQ cum RFP	53	4.1	Commencement of assignment	4.10.1 The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed.	1. What mean by Project Site? Is it Gandhinagar or Dwarka? 2. At which location the Expert / Consultant will work? Gandhinagar or Dwarka?	1. Project Site is at Dwarka 2. Consultant to work from their own set ups; However Project Team to be available for presentation, meetings and any other work as and when required by the authority
71	RFQ cum RFP	53	4.11		Proprietary data	This shall exclude any pre-existing intellectual property rights of the consultant that are used for performance of the services.	As per RFQ cum RFP
72	RFQ cum RFP	60	Annexure 1(A)		Point 5: Have your company/ firm suffered bankruptcy/ insolvency in the last five years? (Please support with undertaking)	Please modify as: Have your company/ firm suffered bankruptcy/ insolvency in the last five years to the best of your knowledge? (Please support with undertaking)	As per RFQ cum RFP
73	RFQ cum RFP	60	Annexure 1(A)		Is your company/ firm currently blacklisted by any government (Central, State, ULBs)/ funding agencies (World Bank, ADB, JBIC, DFID, etc.)/ Public Sector Undertaking? (Please support with undertaking)	Please modify as: To the best of your knowledge, is your company/ firm currently blacklisted by any government (Central, State, ULBs)/ funding agencies (World Bank, ADB, JBIC, DFID, etc.)/ Public Sector Undertaking for the work performed by you? (Please support with undertaking)	As per RFQ cum RFP
74	RFQ cum RFP	66	Annexure 1(D)		We, [Firm Name], having registered office at [address], are submitting the proposal for abovementioned assignment. We do hereby declare that [Firm Name] has not been suffered bankruptcy/ insolvency in the last five years.	Please modify as: We, [Firm Name], having registered office at [address], are submitting the proposal for abovementioned assignment. We do hereby declare that to the best of our knowledge, [Firm Name] has not been suffered bankruptcy/ insolvency in the last five years .	As per RFQ cum RFP
75	RFQ cum RFP	67	Annexure 1(E)		We, [Firm Name], having registered office at [address], are submitting the proposal for above mentioned assignment. We do hereby confirm that we have not blacklisted by any government (Central, State, ULBs)/ funding agencies (World Bank, ADB, JBIC, DFID etc.)/	Please modify as: We, [Firm Name], having registered office at [address], are submitting the proposal for above mentioned assignment. We do hereby confirm that to the best of our knowledge we have not blacklisted by any government (Central, State, ULBs)/ funding agencies (World Bank, ADB, JBIC, DFID etc.)/ Public Sector Undertaking for the work performed by us.	As per RFQ cum RFP
76	RFQ cum RFP	75	Annexure 4	General Instructions	b. At least for On-going Projects:	The clause maybe revised to read: (i)Work Order or Agreement, (ii) Completion certificate or A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the.. Request for revision of the clause as mentioned in the previous column	As per RFQ cum RFP
77	RFQ cum RFP	75	1 (b)	Documents for ongoing projects	i. Work Order, and ii. Agreement and iii. Statutory Audited Statement of last two Payment received, and iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of payment from the Client)].	It is requested that only work order/ agreement be required for ongoing projects	As per RFQ cum RFP
78	RFQ cum RFP	84	Annexure 11	Total Price of the Services	Break up - Total Price of the Services	1. In point 2, No of Person * Person Month Rate is mentioned: No of Person is fiexd as 3 Experts or we can add more? 2. Out of Pocket Expenditure: Dose Meeting with DET / Authorities within duration or visit to Dwarka / Survey / meeting with Employers of Dwarka is covered by GIDB or need to be born by consultant?	1. Consultant can add more if required, However annexure 11 does not ask for No. of person month 2. All costs associated to this assignment including meetings, surveys etc will have to be borne by consultants Kindly refer Clause 3.12

Sl. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	FINAL CLARIFICATIONS
79	RFQ cum RFP	94	3.4		Assignments & Subcontracting	Due to confidentiality obligations with other Clients, we will not be in a position to provide audit rights. We can however, upon request, provide time and expense related reports to the Client.	Request Not Acceptable; To be As per RFP
80	RFQ cum RFP	95	3.5	Annexure 15: Confidentiality	General Inclusion – Request for inclusion of the additional confidentiality clause.	Request inclusion of the following clause in the Confidentiality Clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the	As per RFQ Cum RFP
81	RFQ cum RFP	96	12	Annexure 15: liability		Request inclusion of the following clauses in the Contract : The aggregate liability of the CONSULTANT under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the CONSULTANT hereunder. The Client (and any others for whom Services are provided) shall not recover from CONSULTANT, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services Liquidated Damages Clause: "Client shall not recover from selected bidder, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this	As per RFQ Cum RFP
82	RFQ cum RFP	96	3.8	Annexure 15: Insurance	The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client. The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor	Request removal of this clause. As EY maintains professional indemnity insurance only. Such professional indemnity insurance covers our professional liability up to an appropriate level sufficient for the purposes of this engagement.	As per RFQ Cum RFP

Sl. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	FINAL CLARIFICATIONS
83	RFQ cum RFP	97	3.1	Annexure 15: Delays by the authority	If the services are impeded or delayed by the authority so as to increase the quantum or duration of the services then:	Please clarify that in such case, how can the additional cost incurred on the part of engagement of the personnel for the project more than the mentioned duration of the project.	As per RFQ Cum RFP
84	RFQ cum RFP	97	3.11	Annexure 15: Ownership of Data, Information and documentation	All data collected, software developed, information generated, and documentation prepared under the scope of this assignment shall be the property of the Authority. Any reproduction, in part or full of the submissions made would require permission of Authority.	Request inclusion of the following in the Intellectual Property Rights clause: "The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Consultant own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement."	As per RFQ Cum RFP
85	RFQ cum RFP	101	8	Annexure 15: Termination of Contract		Requesting to add the following clause: The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the Consultant reasonably determine that the Consultant can no longer provide the Services in accordance with applicable law or professional obligations.	As per RFQ Cum RFP
86	RFQ cum RFP	101	7.2.1	Liquidation damages	In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.	It is requested that the liquidation damages be capped to 1% of the total price of services	As per RFQ Cum RFP
87	RFQ cum RFP	101	7.1.1		The Authority shall retain by way of performance security (the "Performance Security"), 3% (Three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as	Since our work is heavily dependent on receiving timely inputs from the Client, request you to please remove this clause.	As per RFQ Cum RFP
88	RFQ cum RFP	101	7.2		Liquidated Damages	Since our work is heavily dependent on receiving timely inputs from the Client, request you to please remove this clause.	As per RFQ Cum RFP
89	RFQ cum RFP	103	10		Consultants shall have to, at Consultant's expense, comply with labor laws and keep the Authority indemnified in respect thereof	Request you to please delete "keep the Authority indemnified in respect thereof" since as per our policies, we do not provide any indemnities.	As per RFQ Cum RFP
90	RFQ cum RFP	106	17		Indemnity	Request you to please delete this clause since as per our policies, we do not provide any indemnities.	As per RFQ Cum RFP
91	RFQ cum RFP	106	17	Indemnity	Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement	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 them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	As per RFQ Cum RFP

Sl. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	FINAL CLARIFICATIONS
92	RFQ cum RFP			No acceptance criteria		If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate 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. You 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 within the agreed time period or if Client uses the	As per RFQ Cum RFP
93	RFQ cum RFP		Consortium/Joint Venture	General	Consortium/Joint Venture	We are requesting to allow consortium/JV which can play an important role in Quality execution of the Project.	As per RFQ Cum RFP
94	RFQ cum RFP		Budget	General	Budget	Kindly share us the tentative budget for this study which will enable for best financial quote considering the quantum and understanding of work.	As per RFQ Cum RFP
95	RFQ cum RFP		RFP submission date Extension	General	RFP submission date Extension	As the festive season is going on we are requesting to extend the submission date by another 10 days.	Refer Corrigendum 1
96	RFQ cum RFP			Project Cost		How much is the project cost of the project?	Consultant has to evaluate based on Scope of Work; consultant has to work out as per industry standard
97	RFQ cum RFP	-	-		-	Request you to please add following clauses: The Authority shall indemnify and hold harmless the Consultant for all losses and claims arising in connection with any third party claim in relation to or pursuant to the contract or the services.	As per RFQ Cum RFP
98	RFQ cum RFP	-	-		-	Request you to please add following clauses: The Authority shall not disclose to any third party the advice, opinions, reports or other work product of the Consultant provided hereunder without the prior express written consent of the Consultant.	As per RFQ Cum RFP
99	RFQ cum RFP	-	-		-	Request you to please add following clauses: The Authority shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions; (ii) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the services; (iii) evaluating the adequacy and results of the services; (iv) accepting responsibility for the results of the services; and (v) establishing and maintaining internal controls, including, without limitation, monitoring	As per RFQ Cum RFP
100	RFQ cum RFP	-	-		-	Request you to please add following clauses: The Consultant may terminate this contract by a written notice to the Authority if the Consultant determines that a law, regulation or anything having a similar import, or a circumstance (including cases where the Authority's ownership or constitution has changed), makes the Consultant's performance of the contract impermissible or in conflict with independence or professional rules applicable to the Consultant. Upon termination, the Authority agrees to pay the Consultant for all services performed up to the	As per RFQ Cum RFP

Corrigendum 1

1.4.Schedule of the bidding process:

Sl. No	Event	Period	Date	Time	Venue
1	Floating of RFQ cum RFP	(T)	4 th October, 2021	11:00 hrs	Through advertisement, GIDB website and NProcure website
2	Last Date of Receiving Queries (RFQ cum RFP)	T + 07 Days	12 th October, 2021	15:00 hrs	Through e-mail with covering letter and queries in Excel format as per Annexure 13 to sbuch@gidb.org
3	Pre-bid Meeting of the Bidders (RFQ cum RFP) Online	T + 08 Days	13 th October, 2021	11:30 hrs	Meeting Link will be shared to Authorised persons as per Annexure 16
4	Last Date of Submission of RFQ cum RFP				
	(a) Submission of Financial Bid (online)	T + 37 Days	10th November, 2021	17:00 hrs	Financial Bid Submission online submission through https://nprocure.com [Tender ID - -----]
	(b) Submission of Technical Bid (Hard Copy)	T + 44 Days	17th November, 2021	17:00 hrs	Technical Bid Submission As per Clause 2.12
5	Opening of Technical Bids	T + 45 Days	18th November, 2021	12:00 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017
6	Presentation by Bidders	T + 53 Days	26th November, 2021	15:30 hrs	
7	a)Declaration of Technical Result	T + 60 Days	3rd December, 2021	13:00 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017
	b) Opening of Financial Bids	T + 60 Days	3rd December, 2021	13:30 hrs	Conference Room, Gujarat Infrastructure Development Board, Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382 017
8	Proposal Evaluation Result	T + 60 Days	3rd December, 2021	14:00 hrs	Through e-mail.
9	Issue of Letter of Award (LoA)	T + 67 Days	10th December, 2021	11:00 hrs	Through e-mail.

Corrigendum 2

2.22.4. Pre – qualification / Eligibility criteria for the applicants - Technical Strength

General Instructions:

1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation:

1) At least for **Completed Projects:**

- i) Work Order, and
- ii) Agreement, and
- iii) **Completion Certificate, OR**

A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);

Corrigendum 3

2.22.5. Pre – qualification/ Eligibility criteria for the applicants - Financial Strength

The Applicant should fulfil following eligibility criteria in terms of financial capacity from consultancy services:

Sl. No.	Financial Capacity	Minimum Value
		Applicant
1.	Average Annual Turnover of Company/ Firm from Consultancy* for Previous 3 Audited Financial Years	<u>Rs. 50 Crore</u>
2.	<u>Net worth of Applicant firm</u> from Consultancy during last Audited Financial Years <u>[FY 2019-20]</u>	Positive Net Worth

General Instructions:

1. If audited financial sheets for FY 2019-20 are not available, in that case, the bidder has to submit un-audited/ Provisional financial sheets for FY 2019-20 certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.
2. The Bidder shall provide an Auditor's Certificate having Unique Document Identification Number (UDIN) specifying the Annual Turnover from Consultancy and Net Worth of the Bidder from Consultancy and also specifying the methodology adopted for calculating such net worth in accordance with the RFQ cum RFP document.
3. *For the avoidance of doubt,
 - i) Consultancy means Consultancy Fees received by the Applicant for providing Project related Design and/ or Engineering and/ or Consultancy Services which include Business Plan Preparation, Feasibility Studies, Detailed Project Report, Techno-Economic Feasibility Studies and/or Project Management and/ or Design and Engineering Service and/or Architectural Service and/ or Construction Supervision Services to its Clients.
 - ii) The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), Statutory Audit and Taxation Services to its Clients.
 - iii) The Bidder shall provide an Auditor's Certificate having Unique Document Identification Number (UDIN) specifying the Fees received from Consultancy Services like Design and/ or Engineering and/ or Consultancy Services of the Bidder.

3. Net Worth

- For Company = (Subscribed and Paid-up Capital fund + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off)
- For Partnership Firm = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners - (Revaluation reserves + Miscellaneous expenditure not written off)

4. The Applicant should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

2.1.Currency Conversion Rate and Payment Currency

2.23.1 For the purposes of technical evaluation of Bidders, In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on June 28, 2021, [i.e. 1 USD= INR 72.85] for the purpose of conversion. In case of any other currency, the same shall first be converted to USD and the amount so derived in USD shall be converted into INR at the aforesaid rate.

2.23.2 Above payments after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other taxes and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.

Corrigendum 4

3.5. Project Team

Sl. No	Expert	No. of Positions	Education/ Experience/ Knowledge
1.	Team Leader cum Skill Gap Expert	01	<p>PhD / MBA/ Master of Social Work (MSW)/ post graduate in management from a recognized and reputed academic institution with</p> <ul style="list-style-type: none"> • Minimum 10 years of experience in research domain. • Expertise in study design and sampling. • Prior experience in conducting studies/surveys in fields related to tourism/ island development/ marine/ water sports, etc. • Should have provided oversight to large data collection studies. • Should have conducted both qualitative and quantitative data collection and analysis • Should have led large field level teams.
2.	Architect	01	<p>Graduate degree in Architecture and Post Graduate in Architecture/ Planning with Minimum Ten (10) years of Experience in</p> <p>a) Undertaking architecture/ urban design projects, detailed master plan assignments of similar magnitude and nature.</p> <p>b) Having knowledge of applicable legislation & policy guidelines of Union and State Government.</p>
3.	Research Analyst	01	<p>PG Diploma /Masters' in Economics/ Statistics/ Management discipline with Minimum Five (5) years of relevant research experience in</p> <ul style="list-style-type: none"> • Conducting studies/surveys in fields related to tourism/ island development/ marine/ water sports, etc. / national or international labour market/ skill gap • Ability to use statistical tools to interpret data sets • Ability to analyse large data sets • Ability to identify, analyse, and interpret trends or patterns in complex data sets • Report writing skills

Corrigendum 5

3.6.Period of Assignment and Payment Terms

The breakup of the period of Assignment as per the Terms of Reference is as follows:

S. No.	Deliverables	Proportionate Payment (% of Fees)	Timeline for submission from date of signing agreement
T=Award of Mandate (Date of Signing of Agreement)			T
1.	Submission of Inception Report: State profile along with the locational advantage, preliminary information related to ITI Courses etc as per Task 1	-	T + 1 Week
2.	Submission of Skill Demand Assessment Report (Interim Report) as per Task 2	35% after Acceptance	8 weeks from acceptance of Inception Report
3.	Submission of Draft Detailed Project Report with Feasibility Report and Concept Plan (Draft Final Report) (Covering all Tasks 3, 4, 5 & 6)	35% after Acceptance	11 weeks from acceptance of Interim Report
4.	Submission of Final Detailed Project Report with Feasibility Report and Concept Plan	30% after Acceptance	4 weeks from acceptance of Draft Final Report
Total		100%	24 weeks (6 months)

Corrigendum 6

3.7.Deliverables/ Reports/ Documents

The consultant has to submit 5 hardcopies along with soft copies of each deliverable for reviewing, comments and approval.

Deliverable 1:

Task 1 - Inception Report: Within 01 (One) week from date of signing of agreement. The report shall include but not limited to the following:

- Mobilisation Plan
- Detailed approach and methodology
- Time Frame and task allocation
- Key Personnel and Supporting Staff along with deployment schedule;
- Identification of key issues
- SWOT Analysis based on preliminary assessment
- Understanding of scope of Project
- Method and time frame for conducting surveys
- Type of surveys, location/duration of surveys for the project assignment;
- Assessment and Identification of the user group
- Identification of Stakeholders such as Marine related Industries, Marine Institutes, etc
- Identification of risks
- Identification of Data requirements
- Preliminary Case Study details

Deliverable 2: Skill Demand Assessment Report (Interim Report): Within 08 (Eight) weeks from date of signing of agreement.

Task 2 - Skill Demand Assessment shall contain Market demand, Market trends, Stakeholder consultation outcome, Development of Courses. Formulation of courses, various questionnaire used, Study on Govt, Schemes, Benefits to Students, ITI, & Industries, Demand for Industry requirement, Identify Skill Requirement, Case Studies of similar Marine skill training centre institutes, identify source of funding, Others if any.

Deliverable 3: Draft Detailed Project Report with Feasibility Report and Concept Plan (Draft Final Report): Within 11 (Eleven) Weeks from acceptance of Interim Report

Task 3: Determining Costs: Cost Estimation shall broadly cover following: Broad Project quantities, cost of Civil structure, cost for Running the programme, etc as per ToR ; others if any

Task 4: Determining Income: Fees per trade, Examination fees, income from events, Project IRR, Equity IRR, NPV, DSCR etc. Others if any

Task 5: Identification of Courses: identify the courses/ trades and its framework, Long term and Short term courses/trades based on demand, identify and assistance for industry collaboration etc, Others if any.

Task 6: Preparation of Concept Plan including Skill Demand Assessment report, feasibility study and concept plan with 3D images of State of art building

Deliverable 4: Final Detailed Project Report with Feasibility Report and Concept Plan: Within 4 weeks from acceptance of Draft Final Report, incorporate all the suggestions and modifications suggested by authority and submit the Final Detailed Project Report with Feasibility Report and Concept Plan.

Corrigendum 7

Annexure 1 (B)

Format for Pre-qualification Proposal (Technical Strength)

Relevant Services Carried Out in the Last 7 (Seven) years That Best Illustrate Qualifications

Category	Minimum Desired Experience	Number of Projects submitted for Pre-qualification

***provide details separately for each project listed in the summary sheet in the following format.**

- Projects without the proof of experience [at least (for Completed Projects: Work Order, Agreement and Completion Certificate **OR a Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN)confirming the receipt of full payment from the Client**), (at least for on-going Projects: Work Order, Agreement and Statutory Audited Statement of last two Payment received, **a Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN)confirming the receipt of payment from the Client**)] will not be considered for evaluation.
- Authority reserves the right to verify the details and ask to furnish necessary proofs in this regard.

In case fee was paid in currency other than Indian Rupees, the exchange rate should be considered based on TT buying rates as on June 28, 2021, [i.e. 1 USD= INR 72.85] for the purpose of conversion.

Corrigendum 8

Annexure 4

Firm's References

Relevant Services Carried Out in the Last Seven Years

That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

The consultant shall show case completed and on-going project experience for all of the categories mentioned in (iii).

(i)	Assignment Name	
(ii)	Name of Firm who carried out the study	
(iii)	Type of Study/ Category	<u>Category-I: Skill Development</u> Additional 2 (Two) completed and 2 (Two) Ongoing Project Experience for conducting Skill, Market Demand assessment/ Impact assessment/ evaluation studies for centre/ state skill development agencies/ missions/ Sector Skill Council (SSC) or DETs / Director General of Training/Ministry of Skill Development/ National Skill Development Corporation (NSDC)in the Skill Development Space during last <u>7 (Seven) years.</u> The Project/Assignment Fee shall be at least <u>25 Lakhs.</u>
(iv)	Name& Address of the Client	

(v)	No of Person-Months	
(vi)	Time when the assignment was carried out : Start Date End Date	
(viii)	Has any member who worked on this project, been considered for this proposed assignment of Authority? If yes, provide name and role.	
(ix)	Narrative Description of the Scope of work of the Project	
(x)	Description of Actual Services provided by your Staff	
(xi)	Status of the Study [Completed/ On-going] (If the study is not completed, please mention what stage/s of the study has been completed so far).	

General Instructions:

1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation:

a. At least for **Completed Projects:**

- i. Work Order, and
- ii. Agreement, and

iii. Completion Certificate, OR

- iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);

b. At least for **On-going Projects:**

- i. Work Order, and
- ii. Agreement and
- iii. Statutory Audited Statement of last two Payment received, and

- iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of payment from the Client)].
2. Along with Work order copy and/ or Completion Certificate, the submitted testimonial MUST contain other documents which include Project Reports, Research Reports, detail description of work [Scope of Work, Terms of Reference, Total Project Cost] carried out by the consultant;
3. **The supporting document(s) claimed for each firm's relevant experience shall be placed immediately after each firm's experience. Only those studies would be considered for the evaluation for which the documentary proof mentioning Total Project Cost (wherever applicable) have been provided immediately after each claimed firm's experience;**

Firm's Name: _

Corrigendum 9

Annexure 15

Draft Contract

(On INR 300/- Stamp paper duly attested by Notary Public)

This CONTRACT (hereinafter together with the Annexure (1.Terms of Reference, 2.Approach Paper on Methodology, 3.Work Plan for Performing the Assignment, 4.Time Schedule for Professional Personnel, 5.Activity (Work) Schedule, 6.Submission Letter of Financial Proposal, 7.Break up –Financial Proposal of the Services attached hereto called the Contract) is made on the _____ Day of _____ 202 , between Gujarat Infrastructure Development Board (GIDB), having its office at Block No. 18, 8th Floor, Udyog Bhavan, Gandhinagar-382017, India, on the one part (hereinafter called the **“Authority”**, which expression shall unless repugnant to the context, include its successors and assignees) and _____ a company / partnership firm incorporated under the Indian Companies Act, 1956 with its corporate office at _____, India (hereinafter called the **“Consultant”**, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS,

(A) the Authority has requested the Consultant to provide consulting services (hereinafter called the Services) necessary for **“Selection of Consultant To Carry out Skill Demand assessment Survey and Detailed Project Report for establishment of Marine Skill Training Centre at ITI campus, Dwarka in the State of Gujarat.”**

(B) The Consultants has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1.0 Services

The Consultant shall perform the Services under this Contract in accordance with the Terms of Reference as mentioned in Section-3 of this RFQ cum RFP document hereto. The consultant will also be required to take into consideration all the suggestion made by Authority / Steering Committee during each stage of the assignment. The consultant will be required to address all such suggestions / queries as long as there is no major deviation from the Scope of Work and detailed TOR.

The Consultant would follow a methodology to carry out the proposed assignment. The methodology should be such as prescribed in his Technical bid and as finalised by the Authority.

Any modifications in the report or in plans and sections as are required due to reasons attributable to consultants or if any additional work relevant to the assignment (which is within the scope of the work) is required to be carried out for preparation of reports of high professional quality (as agreed in the terms of reference- Section-3 of RFQ cum RFP document) and acceptable to the approving authorities shall be carried out without any additional compensation.

1.2 Commencement Date

The Consultant will commence the services as soon as possible but not later than 15 days after the Authority has given to the Consultant notice to proceed with the Services (Letter of Award).

1.3 Additional Work

If, in the opinion of the Authority, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorisation of the Authority. The charge for the Personnel required for such additional work would be as per the Person-Month quoted by the bidder and mentioned in Annexure-10 and Annexure-11. Also, if there are any out of pocket expenses, such expenses would be paid as mutually agreed.

In case there is any dispute about determining whether any work proposed is within or outside the Scope of proposed TOR, the decision of Authority shall be final and binding on the Consultant.

1.4 Other Documents

RFQ cum RFP document including any amendments made to it at the bidding stage, Consultant's bid offer documents, Terms of Reference, Inception Report, Interim Report, Concept Plan, Detailed Master Plan, RFQ document, RFP document, Draft Concession Agreement, Bid evaluation reports and shall form part of the Contract.

2.0 Personnel

2.1 Personnel

- a) The Services shall be carried out by the Personnel specified in Annexure - 6 hereof (hereinafter called the Personnel) for the respective periods of time indicated therein. The Consultant may, with the prior approval of the Authority, make minor adjustments in such periods as may be appropriate to ensure the efficient performance of the Services, provided that such adjustments will not cause payments made under the Contract to exceed the cost estimates referred to in Section 4.1.
- b) Except as the Authority may otherwise agree, no changes shall be made in the Personnel. The Authority expects all the Personnel specified in the specified in Annexure - 6 to be available during implementation of the Agreement. The Authority will not consider any substitution of Personnel except under compelling circumstances such as death or medical incapacity which is beyond the control of the Consultant and the concerned Personnel. Such substitution shall be limited to not more than two Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience and which is found eligible and acceptable by the Authority. The consultant must take prior approval of Authority before the replacement takes place.
- c) .If, any time during the assignment, it is found that the person, as mentioned in Annexure - 6, not performing the task which they were to perform, instead some other person/s are performing or if the consultant replaces any person without knowledge of the Authority, in such case the Authority may accept such a person if such a person is found of equal or more calibre. The outgoing person shall complete the knowledge transfer with the replaced person as per the satisfaction of Authority. However, such a replacement would not be binding on the Authority and the Authority reserves the right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant.
- d) In the event that any person specified in Annexure - 6 is found by the Authority to be incompetent in discharging his assigned duties, the Authority may request the Consultant to forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority. The decision of the Authority in this regard shall be final and binding on the consultant.

2.2 Project Manager

The Consultant shall ensure that at all times during the fieldwork the Project Manager, acceptable to the Authority, shall take charge of the operations of the Personnel in the field. The Project Manager shall be responsible for liaison in the field between the Consultant and the Authority.;

3.0 Undertakings of the Consultant

3.1 General Standard of Performance by the Consultant

The consultant shall carry out the Services with due diligence and efficiency, and shall exercise such skill and care in the performance of the services as is consistent with recognized professional standards.

The Consultant shall act at all times so as to protect the interests of the Authority.

3.2 Records

During the subsistence of this Agreement and two years from the date of completion of the assignment, the Consultant shall permit the duly authorized representative of the Authority, (after reasonable advance notice is served on the Consultant), from time to time to inspect its records and accounts relating to the Services and to make copies thereof and shall permit the Authority or any person authorized by the Authority, from time to time, to audit such records and accounts during and after the services.

3.3 Information

The Consultant shall furnish the Authority such information relating to the Services and the Project as the Authority may from time to time reasonably request.

3.4 Assignments/ Sub-Contracting

The rights and liabilities of the consultants shall not be assigned or transferred by the consultants, without the consent in writing of the Authority to any other persons, firm or organisation. The Authority may allow such assignment/sub-letting at his discretion. Such assignment/sub-letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of the Authority shall be void. The Authority, may, transfer its rights and obligations to any other person, firm or organisation only with the consent of the consultants.

If it is found that the consultant has assigned particular work to some other consultant / sub-contractor, without approval and notice of the Authority, the Authority reserves a right to reject any such work carried out. Even if the Authority accepts any such work, Authority reserves right to not to pay the amount which can be contributed to the amount of work done. The estimate of such amount can be made from Person-Month rate and Person-Months spend on the work and reasonable estimate of out of pocket expenses. The estimate made by the Authority in such case shall be final and binding on the Consultant.

In the event that any such independent consultant or sub-contractor is found by the Authority to be incompetent in discharging his assigned duties; the Authority may request the Consultant forthwith either to provide as a replacement, a consultant or sub-contractor with qualifications and experience acceptable to the Authority or to resume the performance of the Services itself. The decision of the Authority in this regard shall be final and binding on the consultant.

3.5 Confidentiality

(a)The consultant shall treat all information, report and other submissions made by them as confidential, and shall take all reasonable precautions of those having access to such materials maintaining confidence. With respect to questionnaire and survey in project all information gathered should be treated as confidential.

(b) The Consultant shall use all the documents, drawings and other data and information of a proprietary nature received from the Authority or other concerned authorities, solely for the purpose of performing and carrying out the obligations on his part under the agreement and shall not disclose the same to any other person except to the extent required, in the performance of the work for the assignment and shall maintain the utmost secrecy. The consultant shall bind his employees who are involved in the assignment by a suitable secrecy agreement.

(c)Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.

(d) The Authority agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the Authority, become property of the Authority and the Authority is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.

3.6 Prohibition on Conflicting Activities

The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.

3.7 Independent Contractor

Nothing contained herein shall be construed as establishing or creating between the Authority and the Consultant the relationship of master and servant or principal and agent, it being understood that the position of the Consultant and of anyone else performing the Services is that of an independent contractor.

3.8 Insurance

The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Authority.

The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.

3.9 Notice of Delay

In the event that the Consultant encounters delay in providing the required services or facilities set forth in Section-3 for the conduct of the Services, the Consultant shall promptly notify in writing the Authority of such delay, and may request an appropriate extension of time for completion of the Services. However, the Authority reserves the right to grant any such extension and the decision of the Authority in this regard shall be final and binding on the consultant.

3.10 Delays by the Authority

If the services are impeded or delayed by the Authority so as to increase the quantum or duration of the services then;

- i) The consultant shall inform the Authority of the circumstances and probable effects including extension of time;
- ii) The Authority shall take the request into account, if genuine, and the time for completion of the services shall be increased accordingly;
- iii) Time taken by the Authority for approval of deliverables however shall be additional to reporting and time-schedule of consultant. Only after one deliverable is approved in written that the time period for next deliverable shall come into effect;

3.11 Ownerships of data, Information and Documentation

All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of the Authority. Any reproduction, in part or full of the submissions made would require permission of Authority.

3.12 Copyright

The Authority shall retain copyright of all documents prepared by consultants and shall be entitled to use or copy them for the intended work and for this need not obtain the consultant's permission. Consultant shall need to take permission from the Authority for copying the documents mentioning the purpose for which they are intended.

4.0 Prices and payment terms

4.1 Prices

The total cost to carry out the study is: Rs. _____ (Rupees _____ only) exclusive of Goods and Service Tax (GST) as applicable. The break-up of price is as follows:

Sr. No.	Price Component	Rs. (In Figure)	Rs. (In words)
1.	Person-Month Rate		
2.	(No. of Person Months) x (Person-Month Rate)		
3.	Out of Pocket Expenditure		
4.	Any other expenses		
Total Price of the Services			

The prices quoted are lump sum, firm and exclusive of Goods and Service Tax (GST) as applicable for the Scope of Work and Terms of References agreed and mentioned in Section 3 (Terms of Reference) including all expenses for personnel services, visits, transport charges, cost of collecting required data, etc. and all the necessary services, materials, stationary, computer services, typing, printing, photocopying etc. to fulfil the requirement of the scope. No change in the prices will be allowed on any account except for changes in Goods and Service Tax (GST).

4.2 Payment Terms:

The payment for the assignment shall be paid as follows:

S. No.	Deliverables	Proportionate Payment (% of Fees)	Timeline for submission from date of signing agreement
T=Award of Mandate (Date of Signing of Agreement)			T
1.	Submission of Inception Report: State profile along with the locational advantage, preliminary information related to ITI Courses etc as per Task 1	-	T + 1 Week
2.	Submission of Skill Demand Assessment Report (Interim Report) as per Task 2	35% after Acceptance	8 weeks from acceptance of Inception Report
3.	Submission of Draft Detailed Project Report with Feasibility Report and Concept Plan (Draft Final Report). (Covering all Tasks 3, 4, 5 & 6)	35% after Acceptance	11 weeks from acceptance of Interim Report
4.	Submission of Final Detailed Project Report with Feasibility Report and Concept Plan	30% after Acceptance	4 weeks from acceptance of Draft Final Report
	Total	100%	24 weeks (6 months)

- a. In consideration of the services to be provided by the selected consultant under the contract, the consultant shall be entitled for payment as per Annexure 10 & Annexure 11 of the RFQ cum RFP Document;
- b. Acceptance means, after submission of reports and after the Consultant has made presentations to the Government of Gujarat (GoG)/ Authority/ Committee/ Government of India (GoI), the Authority will issue a letter of acceptance along with comments / suggestions of the Authority on the report;
- c. The consultant shall be responsible for the set of deliverables on a timely basis. The quality and timeliness of these deliverables shall directly affect the payment terms;
- d. The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ Authority/ IDA-PMC/Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by Authority.

- e. The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG in connection with the Services and whenever advised by the Authority in consultation with the Consultant;
- f. The Consultant shall submit the final reports of each assignment within 2 weeks after issuing changes/ modifications as per Authority/ Steering Committee/ State Government suggestions;
- g. In case, the client is not able to communicate the acceptance of report within 30 days of submission of the report, the client will release 50 % of the payment due at particular stage of study. The balance 50% of the payment will be released upon acceptance of the report by the client.
- h. Above payments shall be made after deduction of tax at source, whichever may be applicable, by the Acts prevailing at the time of making payment. Payment of all other tax and levies would be the responsibility of the consultant. All payments to the consultants would be made in Indian Rupees only.
- i. If the report submitted by the consultant is not acceptable to the Authority, reasons for such non-acceptance should be recorded in writing; the Authority shall not release the payment due to the consultant. In such case, the payment will be released to the consultant only after it re-submits the report and which is accepted by the Authority.

5.0 Time schedule for the Assignment

The total time frame for carrying out the assignment would be **6 months** from start i.e. from the date of signing of Agreement. The details of work plan, timeframe for each stage of assignment is put up as per Annexure- 9 of RFQ cum RFP document. Time taken by Authority in order to provide feedback/ comments will not be considered while calculating the time taken by consultants.

6.0 Reports

All reports and recommendations and general correspondence from the Consultant to the Authority prepared by the Consultant under this Contract shall be in the English language. The consultant shall submit phase wise reports as per Terms of Reference attached as Annexure.

7.0 Liquidated Damages for late submission

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), **3% (Three per cent)** of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of **6 (six) months** after the expiry of this Agreement. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annexure-12 of this Agreement.

7.2 Liquidated Damages for late submission

7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.

7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1.

8.0 Termination of the Contract

8.1 The Authority reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has

continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Authority. Authority reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the Authority may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to Authority within 30 days of termination date.

8.2 The Authority reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.

8.3 The Consultant reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Authority. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 15 days prior to the date of the termination notice and if the non-compliance has continued up to the date of the termination notice. The Authority shall be liable to pay the Consultant fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.

8.4 The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute.

8.5 The payment of the fees will be determined based on the actual work carried out, actual Person-Months spent and Person-Month Rate as specified in Section 4.1 and reasonable amount of out of pocket expenses. In case of failure to decide compensation, Arbitrator as per the terms of the contract shall be appointed to decide the compensation.

9.0 Performance obligations

Consultant shall have to be responsible for the soundness of services rendered. In the event of any deficiency in these services, consultants shall promptly re-do/remedy without any additional cost to the Authority and to carry out such modifications and /or rectification as may be required.

10.0 Compliance with laws, statutes, rules and regulations of Government / local authority

Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the Authority indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India/ State Government, Local Self Government or any Statutory Authority.

11.0 Period of Agreement

The agreement to be entered into between the Authority and the consultant shall be valid from the date of signing the contract till final approval of Chief Executive Officer, Gujarat Infrastructure Development Board (GIDB), is received.

12.0 Liability

In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total

liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Authority. However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1.

13.0 Notices

Any notice or request required or permitted to be given or made under this Agreement to either party shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand, mail or fax to the party to which it is required or permitted to be given or made at such party's Head Office or Registered Office or Corporate Office or branch office addresses.

14.0 Arbitration

In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations. If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.

The venue of arbitration shall be Ahmedabad only, subject to the above, the Civil Courts in Ahmedabad only shall have exclusive jurisdiction in this matter. The expense of the arbitration shall be paid as may be determined by the Arbitrators.

15.0 Force Majeure.

15.1 Force Majeure means such of the following factors which substantially affect the performance of the contract, such as:

- a) natural phenomena, including but not limited to floods, draughts, earthquakes and Epidemics;
- b) acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, , quarantines, embargoes;
- c) Illegal strikes and legal lockouts in respect of Authority's / consultant's scope of work provided;

Either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

15.2 The Consultants or the Authority shall not be liable for delays in performing their obligations resulting from any Force Majeure cause as referred to and/or defined above.

15.3 However if such an event lasts for a period of 90 days or more, then either party shall have an option to terminate this Agreement forthwith without any liability after intimating the other party of the same. The consultant shall however be entitled to receive payments for all the services rendered by it under this Agreement prior to termination of contract. The payment shall be determined as per Section 8.5.

COVID-19

The Services, Deliverables and any advice or recommendations included therein do not consider nor incorporate potential implications or impact of the coronavirus (COVID-19), including but not limited to performance, operations, and/or results. Authority is neither responsible nor liable for any consequence, impacts, implications, direct or indirect, of the coronavirus (COVID-19) arising from or related to the Services, Deliverables, advice or recommendations provided by us.

16.0 Custody of reports/data etc.

All documents received from the Authority, shall remain in the custody of the consultant during the period of assignment only and shall be used exclusively for this job and shall not be made use of for any other purpose. These shall be carefully preserved by the consultant till the completion of the job and shall be handed over to the Authority on preparation of final report or on termination of the contract.

17.0 Indemnity

Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.

18.0 General clauses

18.1. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written, oral or implied understandings between them on that subject matter. This Agreement may be amended, modified or supplemented only by the Authorised representatives of the parties in writing executed on behalf of both parties hereto.

18.2 Non Exclusive Agreement

The Consultant shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement and subject to clause 3.7.

18.3 Severability

In the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms.

18.4 Survival

The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

Ms. Swati Buch General Manager,
Gujarat Infrastructure Development
Board (GIDB)

Name
Designation

Authorised Signatory

Authorised Signatory

On behalf of the **Authority**

On behalf of the **Consultant**

Gujarat Infrastructure Development Board

In witness of

In witness of

Corrigendum 10

3.3. Scope of Work

Duration of Work

The Consultant shall work for the Authority till the submission of Final Report and total duration of the Consultancy Assignment shall be **6 months**. The Consultant must have sufficient manpower along with Key Personnel to comply with the Scope of Services.