

Annexure 13
Format for Query (s) Submission

Queries - Selection of Consultant for preparing a Project Report on Integrated Area Development Plan for Coastal Districts

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
1	1	Background	The State has 16 coastal districts and 45 coastal talukas.	Please specify and provide details of the geographic area to be studied within each coastal district (e.g 100 Km belt form the coast) Also please provide the names of the Coastal districts.	All 16 coastal districts development shall be considered. List of districts are as under: Kutch, Jamnagar, Morbi, Devbhumi Dwarka, Porbandar, Junagadh, Gir Somnath, Amreli, Bhavnagar, Ahmedabad, Anand, Bharuch, Surat, Navsari, Valsad, Vadodara
2	1.4 (S.no 4)	Last Date of Submission of RFQ cum RFP	(a) Submission of Financial Bid (online) (b) Submission of Technical Bid (Hard Copy) 31 January 2023 at 17.00 Hrs	Request you to kindly provide at least 3 weeks' time after issue of pre-bid reply for submission of proposal. Please consider.	Refer Corrigendum # 3
3	1.4	Schedule of the bidding process	Submission of Technical Bid - (Hard Copy)	Request the client the mode of technical bid submission from hard copy to online submission through procurement portal or email submissions.	As per RFQ cum RFP Document
4	1.4	Schedule of the Bidding Process	Submission of Technical Bid (Hard Copy) on 31st January 2023	We request to extend the submission deadline of technical bid by 3 weeks from the date of issue of clarifications by GIDB.	Refer Corrigendum # 3
5	1.4	Schedule of the bidding process - Submission of the Financial and Technical Bid	30th and 31st January 2023	Request the Authority to provide at least 21 days for submission of the bid post issuance of the Clarifications and Corrigendum by the Authority	Refer Corrigendum # 3
6	1- Introduction, 1.4	Schedule of the bidding process	Pre-bid Meeting of the Bidders (RFQ cum RFP): 6 January 2023 Last Date of Submission of RFQ cum RFP: (b) Submission of Technical Bid (Hard Copy)- 31 January 2023	As per the standard bidding process, we request for at least 3 weeks' of time from the date of issue of pre-bid clarifications to prepare a fully responsive proposal. Please consider and confirm.	Refer Corrigendum # 3
7	1.4	Last Date of Submission of RFQ cum RFP a) Submission of Financial Bid (online)	30 January 2023 at 17:00 Hrs.	We request the client to extend the last date for online submission of Financial Bid by at least weeks post release of corrigendum.	Refer Corrigendum # 3
8	1.4	Last Date of Submission of RFQ cum RFP b) Submission of Technical Bid (Hard Copy)	31 January 2023 at 17:00 Hrs.	We request the client to extend the last date for online submission of Technical Bid by at least weeks post release of corrigendum.	Refer Corrigendum # 3
9	2.1	General Terms of Bidding	Selection Process either individually (the "Sole Firm") or as lead member of a consortium of maximum two firms (the "Lead Member") in response to this invitation	It is requested to allow 3 member in consortium/JV instead of 2.	As per RFQ cum RFP Document
10	2.1.9	Conflict of interest	A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	As per RFQ cum RFP Document
11	2.5	Site Visit and Verification of Information		We understood that client will arrange the site visit for all prospective bidders to assess the site and verify the information provided in the RFP to prepare the integrated economic development plan. Please confirm the understanding	Consultant is required to make necessary arrangements for site visits. However, GIDB will extend necessary support as and when required.
12	2.4	Bid Processing Fees	The consultants would be required to pay INR 10,000/- (Rupees Ten Thousand only) as bid processing fees in the form of demand draft in favour of Gujarat Infrastructure Development Board payable at Gandhinagar	We understand that cost of tender document should not be charged under the said Rule 161 (IV) of GFR 2017. Accordingly, we request the client to waive / delete the requirement for submitting tender fee under the RFP. Please confirm.	As per RFQ cum RFP Document

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13	2.11.5; 1; (i)	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 projects in each completed and on-going projects category as required in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional material should be included).	We understand that the limit of two pages is applicable to the background and general introduction of the firm, and not applicable to the details to be mentioned as per annexure 4. Kindly clarify.	Limit of two pages is applicable to the background and general introduction of the firm.
14	2.11.5; 1; (ii), (iv) and (v)	Envelope B - The Technical Proposal	(ii) General approach and methodology and work and staffing schedule (maximum 20 pages inclusive of charts and graphs) in the format of Annexure 5. (iv) Time schedule for professional personnel in the format of Annexure 8 (v) Activity (work) schedules in the format of Annexure 9	We understand that sub-points (iv) Time schedule for professionals and (v) Activity (work) schedules is not included in the 20 page limit. Kindly clarify.	Sub points (iv) and (v), details shall be mentioned in Annexures, i.e., Annexure 8 and Annexure 9 respectively.
15	2.11.5. Envelope B	The Technical Proposal	1. The Technical Proposal shall contain the following: i) Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and listing maximum relevant projects in each completed and on-going projects category as required in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional material should be included).	We understand that the 2 page restriction is only for general write up of the Firm and not Annexure 4. Please confirm.	Limit of two pages is applicable to the background and general introduction of the firm.
16	2.11.5; 2; (ix)	Envelope B - The Technical Proposal	Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Authority defines a regular full time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.	We request you to modify the clause as follows 'Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees as on date of bid submission.'	As per RFQ cum RFP Document
17	2.13.2.	Bid Due Date	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.	Request the client to allow hand delivery of the application and proposal.	As per RFQ cum RFP Document
18	2.13.2.	Bid Due Date	Submission of Technical Bid - 31st January,2023	Request client to extend submission date by 3 weeks after issuance of responses to the query.	Refer Corrigendum # 3
19	2.20. D. Security Deposit	Bid Security	2.20.1. The Bidder shall furnish as part of its bid, a Bid Security of Rs. 1,00,000/ (Rupees One Lakh only) in the form of a demand draft issued by one of the nationalised/ Scheduled banks in India drawn in favour of - Gujarat Infrastructure Development Board payable at Gandhinagar (the "Bid Security"), must be submitted along with the Proposal	Request that EMD may please be exempted for registered MSME entities as per current applicable Govt. of India GFR. Request your consideration on the same.	As per RFQ cum RFP Document
20	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Technical Capacity - Minimum Desired Experience in last 10 years for any of the Indian States/ UTs/ Central Ministries/ Multilateral agencies Category I: Area Development Plan - At least 1 similar assignment of preparing Area Development Plan/ Master Plan/ Infrastructure Plan for SEZ/SIR/Clusters/ Regions Category II: Action Plan - At least 1 engagements for developing strategy/action plan/ business plan for cities/states/regions Category III: Sectoral Plan - At least 1 sectoral development plans for sectors of ports, logistics, industrial infrastructure, tourism development and blue economy sectors	We request the Authority to kindly modify the eligibility as per the following: Technical Capacity - Minimum Desired Experience in last 15 10 years for any of the Indian States/ UTs/ Central Ministries/ Multilateral agencies/ Registered Indian Industry Association Category I: Area Development Plan - At least 1 similar assignment of preparing Area Development Plan/ Master Plan/ Infrastructure Plan/ Development Strategy/Perspective plan for SEZ/SIR/Clusters/ Regions/ Corridor Category II: Action Plan - At least 1 engagements for developing strategy/action plan/ business plan for cities/states/regions/ Corridor Category III: Sectoral Plan - At least 1 sectoral development plans for sectors of ports, logistics, industrial infrastructure, tourism development, transport infrastructure and blue economy sectors	Refer Corrigendum # 1
21	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Minimum Desired Experience in last 10 years for any of the Indian States/ UTs/ Central Ministries/ Multilateral agencies	Request to consider Minimum Desired Experience in last 15 years instead of 10 years considering the fact that many large scale area development planning projects were in consultative development stage during Yr. 2008 - Yr. 2015.	Refer Corrigendum # 1

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22	2.2.23	Pre – qualification/ Eligibility criteria for the applicants - General	The Company / Firm should not have been blacklisted by any Government/ Public Sector Organization in the format specified at Annexure 1 (E) of this RFQ cum RFP	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request the client to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.	"Currently" is already included in Annexure 1 (A). The same language is modified in Annexure 1(E): "... We do hereby confirm that we have not been currently blacklisted..."
23	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Minimum Desired Experience in last 10 years for any of the Indian States/ UTs/ Central Ministries/ Multilateral agencies	We request the client to kindly revise the criteria as follows: Minimum Desired Experience in last 12 years for any of the Indian States/ UTs/ Central Ministries/ Multilateral agencies.	Refer Corrigendum # 1
24	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Minimum Desired Experience in last 10 years for any of the Indian States/ UTs/ Central Ministries/ Multilateral agencies	We request the client to also consider international assignments for the same. Please confirm.	Refer Corrigendum # 1
25	2.22.4. Technical Strength	*Note: S.NO 3	The Project/Assignment Fee shall be at least 20 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	Request you to kindly allow consultant to repeat projects experience in all the categories	As per RFQ cum RFP Document
26	2.22.4.	Action Plan;	At least 1 engagements for developing strategy/action plan/ business plan for cities/states/regions;	Our understanding is assignments of preparation of city development plan, preparation of smart city proposal and implementation of smart city proposals are included in both categories of 'action plan'. Request the client to confirm our understanding.	Assignments of preparation of city development plan, preparation of smart city proposal and implementation of smart city proposals are included in both categories of 'action plan'
27	2.22.4.	Sectoral Plan	At least 1 sectoral development plans for sectors of ports, logistics, industrial infrastructure, tourism development and blue economy sectors	Request the client to change this clause to include the following: sectoral development plans/master plan/ strategic plan/economic plan/ corridor development plan/ node development plan for sectors of ports, logistics, industrial infrastructure, tourism development, water, sanitation, transport, urban land use planning, rural development and blue economy sectors	As per RFQ cum RFP Document
28	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical	The Project/Assignment Fee shall be at least 20 Lakhs.	We request you to modify the project value as follows: "The Project/Assignment Fee shall be at least 5 Lakhs."	As per RFQ cum RFP Document
29	2.22.4; General Instructions, point 1	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	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, or 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	We request you to consider any one of the following four as proof of experience for completed projects: i) Work Order, or ii) Agreement, or 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	As per RFQ cum RFP Document
30	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	*Note: 1. Detailed Engineering Projects, Improvement & Remodelling Design based projects shall not be considered. 2. The projects awarded by Industry Associations or private organizations will not be considered. 3. The Project/Assignment Fee shall be at least 20 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	We request the Authority to kindly modify the eligibility as per the following: *Note: 1. Detailed Engineering Projects, Improvement & Remodelling Design based projects shall not be considered. 2. The projects awarded by Industry Associations or private organizations will not be considered. 3. The Project/Assignment Fee shall be at least 20 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	As per RFQ cum RFP Document
31	2.22.4 Note	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	The Project/Assignment Fee shall be at least 20 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	The Project/Assignment Fee shall be at least INR 5 Lakhs since the Fees for such projects in the past used to be very low as compared to current times.	As per RFQ cum RFP Document
32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Area Development Plan- At least 1 similar assignment of preparing Area Development Plan/ Master Plan/ Infrastructure Plan for SEZ/SIR/Clusters/ Regions	We understand that the criteria also considers preparing Area Development Plan/ Master Plan/ Infrastructure Plan for industrial corridor as eligible assignment. Please confirm.	As per RFQ cum RFP Document

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33	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Action Plan- At least 1 engagements for developing strategy/action plan/ business plan for cities/states/regions	We request the client to kindly revise the criteria as follows: Action plan-At least 1 engagements for developing strategy/action plan/ infra / industrial development strategy / vision plan / business plan for cities/states/regions.	As per RFQ cum RFP Document
34	2.22.5 Financial Strength	Average Annual Turnover of Company	Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years Rs. 50 Crore	Request you to kindly relax the turnover criteria and consider it as "average annual turnover of last 3 years should be at least INR 18 Crore" to attract large scale participation in the bidding process. Request your consideration on the same	As per RFQ cum RFP Document
35	2.22.5; General Instructions, point 1	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	If audited financial sheets for FY 2021-22 are not available, in that case, the bidder has to submit un-audited/ Provisional financial sheets for FY 2021-22 certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.	As per our Organisation's guidelines, sharing of provisional financial statements is not permissible. Therefore, we request to consider FY 2020-21 financial statements in case of unavailability of FY 2021-22 audited financial sheets	As per RFQ cum RFP Document
36	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years - Rs. 50 Crores	We request the Authority to kindly modify the eligibility as per the following: Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years - Rs. 100 50 Crores	As per RFQ cum RFP Document
37	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years – INR 50 Crores	We understand that this is a prestigious assignment for the client and would require a bidder to be financially sound to provide justice to the assignment. Hence, we request the client to consider Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years – At least INR 500 Crores.	As per RFQ cum RFP Document
38	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	Net worth of Applicant firm/ Lead Member from Consultancy during last Audited Financial Years [FY 2021-22]- INR 25 Crore	We request the client to consider Net worth of Applicant firm/ Lead Member from Consultancy during last Audited Financial Years [FY 2021-22]- At least INR 100 Crores.	As per RFQ cum RFP Document
39	ii)	General Instructions:	The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), Statutory Audit and Taxation Services to its Clients.	We request to amend the clause as: The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), and Statutory Audit Services to its Clients.	As per RFQ cum RFP Document
40	3	Terms of Reference - General	The State has 16 coastal districts and 45 coastal talukas.	Please specify and provide details of the geographic area to be studied within each coastal district (e.g 100 Km belt form the coast) Also please provide the names of the Coastal districts.	All 16 coastal districts development shall be considered. List of districts are as under: Kutch, Jamnagar, Morbi, Devbhumi Dwarka, Porbandar, Junagadh, Gir Somnath, Amreli, Bhavnagar, Ahmedabad, Anand, Bharuch, Surat, Navsari, Valsad, Vadodara
41	3	Terms of Reference - General	The indicative sectors which needs to be covered in the development plan are: <input type="checkbox"/> Commerce and Transportation <input type="checkbox"/> Commercial Fishing, Shrimp farming & other blue economy sectors <input type="checkbox"/> Mining & Industries <input type="checkbox"/> Oil and Gas storage and transportation <input type="checkbox"/> Renewable Energy <input type="checkbox"/> Water & waste water, including desalination plants <input type="checkbox"/> Tourism, heritage and recreation	We request the Authority to kindly clarify the following: 1) Definition of Commerce as a Sector? 2) Other sectors may be included basis the inherent economic of the region/district	The sector mentioned in the RFQ cum RFP are indicative. Other sectors may be included by the consultant as per the requirement
42	3	Terms of Reference - General	The main objectives of the Study are as follows: 1. To identify industrial zones with distinctive themes and sectors by adopting international best practices. 2. Prepare a plan to improve the connectivity (road/rail/other transport) in the coastal area. 3. Prepare a plan for the development of Ports and Port led industry. 4. Prepare a plan for the holistic development of tourism sector/tourist places. 5. Prepare a comprehensive plan for sustainable development of economy and supporting infrastructure.	We understand that the primary focus of the study is to develop a blueprint of economic development of Coastal districts in Gujarat. Please confirm	The primary focus of the study is to develop a blueprint of economic development of Coastal districts in Gujarat.

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43	36	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the existing industries in the region, with focus sectors and support ecosystem.	It is our understanding that identification of sectors to be covered are not limited to those which are dependent on Coastal infrastructure (Exim Infrastructure). Inherent economic development potential of the coastal region and district needs to be assessed. Please confirm and clarify.	The sector mentioned in the RFQ cum RFP are indicative. Other sectors may be included by the consultant as per the requirement
44	3.1	General	The State has 16 coastal districts and 45 coastal talukas	Whether scope of Integrated Area Development Plan is to be considered for all 16 coastal districts and 45 coastal talukas. Request to clarify.	As per RFQ cum RFP Document
45	3.2.2.1.a.	Review of previous studies, reports, ongoing projects and policies/regulation:	Review of all applicable global, national and state policies, laws and regulations.	Request to consider max. 10 national and/or international policies for consideration earmarking the time limits for the deliverables.	As per RFQ cum RFP Document
46	3.2.2.1.h.	Review of previous studies, reports, ongoing projects and policies/regulation:	Review of project proposals of industries/ industrial parks, as available with government agencies.	Request to facilitate special access to the current / prevailing project proposals of industries/ industrial parks, as available with government agencies.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
47	3.2.2	Current State Assessment Report:	1. Review of previous studies, reports, ongoing projects and policies/ regulation	We understand that all the documents will be provided by client either PDF or Hard copy for Assessment. Please confirm the understanding	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
48	3.2.2	Current State Assessment Report:	2. Assessment of Natural Resources, Economic Activities and Infrastructure	We understood that mineral base, existing consumption patterns, mining areas planned to be developed, review of past exploratory studies, etc. by GMDC. Hence, all these documents will be provided by GMDC. Please confirm the understanding	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
49	3.2	Scope of work		Please share the area demarcation layout for proposed site location to prepare the integrated economic development plan.	As per RFQ cum RFP Document
50	3.2.2	Current State Assessment Report:		We understood that all the existing Maps, relevant Studies reports Blue Economy Report, ICZM etc., Concern stakeholders details would be provide by client on award of Contract. Kindly confirm the understanding	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
51	3.2.2	Current State Assessment Report:	Commercial Fishing, Shrimp farming & other blue economy sectors	Requesting to more elaborate regarding Shrimp farming & other blue economy sectors. If any previous study report available, if provide the same on award of contract.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
52	3.2.2 (1)	Current State Assessment Report	Review of previous studies, reports, ongoing projects and policies/ regulation.	It is understood that all the necessary studies, reports, details of ongoing projects, policies / regulations will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
53	3.2.2 (1)	Current State Assessment Report	Review of all applicable global, national and state policies, laws and regulations	We request the client to kindly elaborate and detail out on what elements / aspects of global and state level policies, laws and regulations does the bidder need to review as a part of this study. In addition, we also request the client to kindly specify the number of countries / states to be reviewed by the bidder for executing this scope element.	As per RFQ cum RFP Document
54	3.2.2 (1)	Current State Assessment Report	Review of all applicable global, national and state policies, laws and regulations	We understand that the bidder is only required to provide review and summarize the applicable laws and regulations and will not be responsible for framing or providing recommendations on laws and regulations as the bidder might not have the required legal expertise. Please confirm.	As per RFQ cum RFP Document
55	3.2.2 (1)	Current State Assessment Report	Analyse the coastal regulation zone and relevant rules / regulations /codes	We understand that the bidder is only required to provide review and summarize coastal regulation zone and relevant rules / regulations /codes and will not be responsible for framing or providing recommendations on necessary rules / regulations / codes as the bidder might not have the required legal expertise. Please confirm.	As per RFQ cum RFP Document
56	3.2.2 (1)	Current State Assessment Report	Analyse the coastal regulation zone and relevant rules / regulations /codes	We understand that the analysis is to be done at state and national level only. Please confirm.	As per RFQ cum RFP Document
57	3.2.2 (1)	Current State Assessment Report	Review case studies of coastal area development program at global level / national level and draw suitable interventions/ learnings that can be incorporated in the Report	We request the client to kindly specify the number of case studies to be reviewed at global / national level.	As per RFQ cum RFP Document

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58	3.2.2 (1)	Current State Assessment Report	Review of Blue Economy Report, ICZM etc. prepared by the Government of Gujarat and Government of India	It is understood that all the necessary studies and reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
59	3.2.2 (1)	Current State Assessment Report	Review of development plan/ DPRs and targeted commodities by the ports in Gujarat	It is understood that all the necessary studies and reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
60	3.2.2 (1)	Current State Assessment Report	Review of project proposals of industries/ industrial parks, as available with government agencies	It is understood that all the necessary studies and reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
61	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Identify developed mineral base, existing consumption patterns, mining areas planned to be developed, review of past exploratory studies, etc. by GMDC and other government departments/ agencies	It is understood that all the necessary studies and reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
62	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Assess overall accessibility including roads/ highways, rail, port, airport etc.	We request the client to kindly elaborate and detail out as to for how many sites the bidder is required to undertake the overall accessibility.	As per RFQ cum RFP Document
63	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the tourism potential of the sites in the coastal districts	We request the client to kindly elaborate and detail out as to for how many sites the bidder is required to undertake the tourism potential study	As per RFQ cum RFP Document
64	3.2	Scope of Work	The scope of work includes but is not limited to the preparation of a detailed development plan report for the integrated economic development plan of the coastal districts.	An exact planning area is required to estimate the cost. Kindly provide relevant maps with area for study area.	As per RFQ cum RFP Document
65	3.2.1	Inception Report	e. Prepare list of data required and their sources.	Kindly provide list of data available with GIDB.	As per RFQ cum RFP Document
66	3.2.2	2. Assessment of Natural Resources, Economic Activities and Infrastructure	Identify developed mineral base, existing consumption patterns, mining areas planned to be developed, review of past exploratory studies, etc. by GMDC and other government departments/ agencies.	This requires remote sensing data to analyse the soil, mining and availability to minerals. Moreover, to carry out Land Cover analysis, satellite imagery is required. Kindly provide clarification regarding cost bearing of these data.	The cost of any study/analysis report etc. shall be borne by the consultant
67	36	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the existing industries in the region, with focus sectors and support ecosystem.	We understand that the Sector/Industry to be studied may or may not have linkage to maritime trade (EXIM movement) and the coastline may not be the only determinant of development of the particular district or region.	The primary focus of the study is to develop a blueprint of economic development of Coastal districts in Gujarat.
68	3.2.2 (3)	Benchmarking	Case studies from other countries with regards to preparation of master plan & conceptual design, ecosystem development, governmental support, infrastructure support, etc.	Please clarify the number of Case Studies to be prepared	As per RFQ cum RFP Document
69	3.2.3.	Future State Forecast and Gap Assessment Report:	Undertake a detailed market assessment study of the target sectors, to be identified based on regional strengths and economic potential	Scope does not involve preparation of development strategy for Social Sector on Standalone basis	The primary focus of the study is to develop a blueprint of economic development of Coastal districts in Gujarat.
70	3.2.3.1.a.	Market Assessment/ Economic Potential	Undertake a detailed market assessment study of the target sectors, to be identified based on regional strengths and economic potential	Kind request to elaborate on the size of the market assessment and to consider random stratified sampling method for carrying out such study encompassing primary and secondary survey.	As per RFQ cum RFP Document
71	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the tourism potential of the sites in the coastal districts. iii) Time and money spent by tourists	This scope element will require carrying out a survey of the tourists. Hence, the client is requested to kindly elaborate on how many sites and how many tourists per site does the bidder need to cover for executing this scope element. Also, we request the client to kindly clarify whether such survey agency will be appointed by the client or the bidder needs to hire such agency for executing this scope element and include such costs in the financial proposal to be submitted.	As per RFQ cum RFP Document
72	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the tourism potential of the sites in the coastal districts: iv) Availability of tourism infrastructure, such as hotels, activity areas, kiosks/ facilitation centres, common facilities	It is understood that all the necessary data / reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such data / reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.

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73	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the coastal area on the basis of socio-economic development	We request the client to kindly specify the number of sites / the coastal area for which the study of socio-economic development needs to be done.	All 16 coastal districts development shall be considered. List of districts are as under: Kutch, Jamnagar, Morbi, Devbhumi Dwarka, Porbandar, Junagadh, Gir Somnath, Amreli, Bhavnagar, Ahmedabad, Anand, Bharuch, Surat, Navsari, Valsad, Vadodara
74	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the coastal area on the basis of socio-economic development. i) Demographics and livelihood patterns ii) Migration and immigration analysis iii) Industry-wise split of labour and manpower availability iv) Income levels and economic resources	It is understood that all the necessary data / reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such data / reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
75	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Study the existing blue economy sectors such as marine fisheries, aquaculture and fish processing, etc. and supporting facilities such as cold storage, fishing harbours, market area, etc.	It is understood that all the necessary studies and reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
76	3.2.2 (2)	Assessment of Natural Resources, Economic Activities and Infrastructure	Map available social infrastructure such as health, education, skilling, etc.	It is understood that all the necessary data / reports will be provided by the client to the bidder in a timely manner or the client will assist the bidder in getting such data / reports from other agencies for executing this scope element. Please confirm.	The consultant shall arrange for necessary documents. The authority will extend support as and when required.
77	3.2.2 (3)	Benchmarking	Benchmarking with global /national coastal zones/ regions	We request the client to kindly specify the number of global / national coastal zones / regions to be studied and what aspects to be studied for the purpose of benchmarking.	As per RFQ cum RFP Document
78	3.2.2 (3)	Benchmarking	Global review of key economies with regards to i) Policies, programs, technology, financing	We request the client to kindly specify the number of key economies to be reviewed.	As per RFQ cum RFP Document
79	3.2.2 (3)	Benchmarking	Global review of key economies with regards to i) Policies, programs, technology, financing	We request the client to kindly specify and detail out how many policies and programs need to be reviewed per key economy	As per RFQ cum RFP Document
80	3.2.2 (3)	Benchmarking	Global review of key economies with regards to i) Policies, programs, technology, financing	We request the client to kindly elaborate and detail out as to what is meant by technology and financing and what all does the bidder needs to review.	As per RFQ cum RFP Document
81	3.2.3 (1)	Market Assessment/ Economic Potential	Undertake a detailed market assessment study of the target sectors, to be identified based on regional strengths and economic potential	We request the client to kindly clarify as to whether this assessment needs to be done at overall state level or regional level. If to be done at regional level, how many sites / areas needs to be considered for detailed market assessment.	All 16 coastal districts development shall be considered. List of districts are as under: Kutch, Jamnagar, Morbi, Devbhumi Dwarka, Porbandar, Junagadh, Gir Somnath, Amreli, Bhavnagar, Ahmedabad, Anand, Bharuch, Surat, Navsari, Valsad, Vadodara
82	3.2.3	Market Assessment/ Economic Potential	Undertake a detailed market assessment study of the target sectors, to be identified based on regional strengths and economic potential	An important component of market assessment is Survey / Focus Group Discussions / individual discussions. Kindly confirm if any other surveys are required to complete the exercise.	As per RFQ cum RFP Document
83	3.3	Team leader	Should have experience of having worked on assignments related to area development plans.	Request the client to change this clause to include the following: Experience of preparation of development plan/ Redevelopment strategy/ economic assessments of industrial corridors/ development plan for node/ area development plan/ area based development plan for smart cities and any other urban sector related assignment	As per RFQ cum RFP Document
84	3.3	Project Team	Team Leader: Master's in Management or Development Economics or Planning or Engineering or equivalent.	We request the Authority to kindly modify the criteria as Team Leader: Chartered Accountant (CA) or Master's in Management or Development Economics or Planning or Engineering or equivalent.	As per RFQ cum RFP Document
85	3.3	Project Team	Support Team Members: At least 5 years of experience of preparation of area development plans for SEZ/SIRs/GIDCs/Clusters	We request the Authority to kindly modify the criteria as Support Team Members: At least 5 years of experience of preparation of area development plans for SEZ/SIRs/GIDCs/Clusters/any other sector they have worked on.	Refer Corrigendum # 2

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86	3.3	Project Team		Since the assignment is milestone based, we understand that the team will not be deployed at the Authority's offices, Kindly clarify	Onsite deployment of team is not required. However, during presentations and team meetings, the team members are required to travel.
87	3.4	Period of Assignment and Payment terms	Inception Report - 10% Current State Assessment Report - 20% Future State Forecasts and Gap Assessment Report - 30% Draft Final Report - 25% Final Report - 15%	We request the Authority to kindly modify the criteria as Inception Report - 10% Current State Assessment Report - 30% Future State Forecasts and Gap Assessment Report - 30% Draft Final Report - 20% Final Report - 10%	As per RFQ cum RFP Document
88	3.2.4.a.	Final Report – Detailed Development Plan, Estimates and Implementation Mechanism:	Detailed Infrastructure Map showing the location and network of all identified infrastructure components.	Request to provide the scale (1:500 or 1:1000) of proposed detailed infrastructure map considering the fact that the final report would be covering multiple sectors and action plans (including blueprints).	It shall be prepared for the entire coastal region. GIS based mapping is not required.
89	3.2	Project Team		We understood that following position need to required for preparation of report. Hence, these position should be part of this assignment. 1. Aquatic Expert 2. Wildlife expert 3. Forest expert 4. Urban Expert 5. Environment Expert	Additional team members can be proposed to work on the Project as per the requirement. However, evaluation of the team will be done as per the team member details mentioned in RFQ cum RFP.
90	3.2.3 (3)	Shelf of projects	Shelf of Projects, with phase-wise implementation plan	We request the client to kindly clarify on what kind of and how many "Shelf of Projects" are to be identified by the bidder	As per RFQ cum RFP Document
91	3.2.4	Report – Detailed Development Plan, Estimates and Implementation Mechanism	Detailed Infrastructure Map showing the location and network of all identified infrastructure components.	We request the client to kindly clarify as to whether this is to be done at an overall coastal area level or for each of the coastal sites. If it is required for each of the coastal area sites, how many sites needs to be covered by the bidder for this scope element. Additionally, we assume that this mapping shall be done by the bidder in MS PPT format and not using GIS mapping tools. Please confirm.	It shall be prepared for the entire coastal region. GIS based mapping is not required.
92	3.3	Port Sector Expert	Relevant Post Graduate/ Graduate Degree in Planning with 10 years of Experience in Port and Port led Development Sector.	Request client to change this clause to include Engg. And management professionals as well as following: Relevant Post Graduate/ Graduate Degree in Engg., Planning or management with 10 years of Experience in Port and Port led Development Sector.	Refer Corrigendum # 2
93	3.3	Tourism Sector Expert	Relevant Post Graduate/ Graduate Degree in Planning with 10 years of Experience in Tourism Sector.	Request client to change this clause to include Engg. And management professionals as well as following: Relevant Post Graduate/ Graduate Degree in Engg., Planning or management with 10 years of Experience in Tourism Sector.	Refer Corrigendum # 2
94	3.3	Support Team Members	Having a graduate degree from a reputed institution with at least 5 years of experience of preparation of area development plans for SEZ/ SIRs/ GIDCs/ Clusters.	Request client to change this clause as shown below: Having a graduate degree from a reputed institution with at least 3 years of experience of preparation of area development plans for SEZ/SIRs/GIDCs/Clusters/ any industrial corridor/ preparation of development plan/ Redevelopment strategy/ economic assessments of industrial corridors/ development plan for node/ area development plan and any other master planning related assignment	As per RFQ cum RFP Document
95	3.3	Project Team: Financial Expert	Relevant Post Graduate/ Graduate Degree in Finance with 10 years of Experience in Infrastructure and relevant sector	We request to also consider professionals with Post Graduate Degree in Management (Finance) with 10 years of Experience in Infrastructure and relevant sector for the position of Financial Expert	As per RFQ cum RFP Document
96	3.3	Project Team: Port Sector Expert	Relevant Post Graduate/ Graduate Degree in Planning with 10 years of Experience in Port and Port led Development Sector.	Professionals with experience in Port Sector come from varied educational background, hence we request to modify the clause as follows: "Post Graduate degree in any field from a recognized university with 10 years of Experience in Port and Port led Development Sector"	Refer Corrigendum # 2

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97	3.3	Project Team: Tourism Sector Expert	Relevant Post Graduate/ Graduate Degree in Planning with 10 years of Experience in Tourism Sector.	Professionals with experience in Tourism Sector come from varied educational background, hence we request to modify the clause as follows: "Post Graduate degree in any field from a recognized university with 10 years of Experience in Tourism Sector"	Refer Corrigendum # 2
98	3.3	Project Team	The Consultant would be required to form a multi-disciplinary Project Team	Requesting to understand if additional team members may be proposed (apart from the personnel provided in the RFQ cum RFP) given the expected focus sectors for the coastal districts	Additional team members can be proposed to work on the Project as per the requirement. However, evaluation of the team will be done as per the team member details mentioned in RFQ cum RFP.
99	3.3 - Point 6	Project Team - Support Team Members	Having graduate degree from a reputed institution with at least 5 years of experience of preparation of area development plans for SEZ/SIRs/GIDCs/Clusters	Request to consider experience with min. 2 years having engineering / economics / planning, etc.	As per RFQ cum RFP Document
100	3.3.	Project Team	Team Leader: 15+ years of experience in preparing development strategies for the state or metropolitan areas or cities covering both economic as well as social sectors.	We request to amend the clause as: 10+ years of experience in preparing development strategies for the state or metropolitan areas or cities covering both economic as well as social sectors.	As per RFQ cum RFP Document
101	3.3.	Project Team	Industrial Infrastructure Expert: Relevant Post Graduate Degree in Engineering, Management or Planning with 10 years of Experience in Industrial Infrastructure sector.	We request to amend the clause as: Relevant Post Graduate Degree in Engineering, Management or Planning with 7 years of Experience in Industrial Infrastructure sector.	As per RFQ cum RFP Document
102	3.3.	Project Team	Port Sector Expert: Relevant Post Graduate/ Graduate Degree in Planning with 10 years of Experience in Port and Port led Development Sector.	We request to amend the clause as: Relevant Post Graduate/ Graduate Degree in Planning with 7 years of Experience in Port and Port led Development Sector.	As per RFQ cum RFP Document
103	3.3	Project Team		We believe the position for Urban and Regional Planner provide more holistic inputs in project. Kindly consider.	Additional team members can be proposed to work on the Project as per the requirement. However, evaluation of the team will be done as per the team member details mentioned in RFQ cum RFP.
104	3.4	Period of Assignment and Payment Terms		As per our understanding, the time duration is unrealistic to fulfil the requirement within stipulated time frame. Looking at extensive scope requirement mentioned in Scope of RFP, we request you to extend the time duration to 9 months. Kindly Consider.	As per RFQ cum RFP Document
105	3.4	Period of Assignment and Payment Terms	Inception Report - 10% Current State Assessment Report - 20% Future State Forecasts and Gap Assessment Report - 30% Draft Final Report - 25% Final Report - 15%	Request client to change the payment milestones as following: Inception Report - 10% Current State Assessment Report - 30% Future State Forecasts and Gap Assessment Report - 30% Draft Final Report - 20% Final Report - 10%	As per RFQ cum RFP Document
106	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in Twenty Six (26) weeks from the date of contract.	Request to consider the overall timeframe of the exercise to 30- 32 weeks instead of proposed 26 weeks considering the scope of works and the associated time to serve scope requirements.	As per RFQ cum RFP Document
107	3.4-Bullet 1	Period of Assignment and Payment Terms	The Authority has formed a Steering Committee (SC) for this assignment and all the works and reports prepared by the Consultant will be discussed in the SC and on the basis of the recommendations of the SC, the Authority shall accord approvals to such works and reports with or without modifications.	+ Request to establish the interval of review by the SC - whether it will be deliverables' based or defined interval based (monthly / quarterly). + Also request to provide the response timelines to be envisaged for receiving the comments / observations / suggestions from the SC and the timelines within which the suggested actions to be incorporated. + Will such additional time be over and above the proposed overall timelines of the exercise.	As per RFQ cum RFP Document
108	3.4-Bullet 4	Period of Assignment and Payment Terms	The above table does not include the time taken for granting approvals by the Authority/ Government of Gujarat (GoG)/ Steering Committee/ Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by the Authority.	Request to consider the timelines for such additional actions and the same to be reimbursed at person days deployed at actuals.	As per RFQ cum RFP Document
109	3.5	Deliverables/ Reports/ Documents	The consultant has to submit 10 hardcopies along with soft copies of each deliverable, including forecast MS Excel models, for reviewing, comments and approval. The documents shall incorporate all revisions deemed relevant following receipt of suggestions and comments from stakeholders and finalised by the Authority.	Kind request to consider submission of 6 hard copies of the final report only whereas 3 hard copies of other project deliverables and additional deliverable copies over and above requested to be reimbursed at actuals through debit notes.	As per RFQ cum RFP Document

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110	3.4	Period of Assignment and Payment Terms	Project phase: Inception Report- T + 2 weeks Current assessment report : T + 10 weeks Future state forecasts and gap assessment report: T + 20 weeks Draft final report : T + 24 weeks	We request the client to kindly consider the below revised project phase and duration Project phase: Inception Report- T + 2 weeks Current assessment report : T + 26 weeks Future state forecasts and gap assessment report: T + 50 weeks Draft final report : T + 58 weeks	As per RFQ cum RFP Document
111	3.9	Responsibilities of the Consultant	The Consultant shall be responsible for all the data, surveys, designs developed and analysis given by them;	We understand site visits, data collection and consultations need to be conducted to execute this assignment. Request the client to identify and share detail of the types of surveys, if any, required to be done by the consultant to execute this scope of work.	As per RFQ cum RFP Document
112	3.9	Responsibilities of the Consultant	The Consultant shall have to make their own arrangement for accommodation, equipment, software for carrying out the assignment during their stay in field visits; The Consultant shall ensure that its manpower/ Project Team proposed shall be available on all working days of Government of Gujarat (including working Saturdays) whenever required;	Requesting to understand if there is a requirement of fulltime offline deployment of proposed team Members in GIDB office	Onsite deployment of team is not required. However, during presentations and team meetings, the team members are required to travel.
113	4.3.2. Technical Evaluation	*Note: S.NO 2	The projects submitted for Technical Qualification shall be different from the projects submitted in the Pre-qualification Evaluation.	Request you to kindly allow consultant to repeat projects experience in Technical qualification and pre qualification	As per RFQ cum RFP Document
114	4.3.2	Technical Evaluation	Notes: 1. The eligible projects for evaluating 'Technical Capacity' shall be for the categories of projects for pre-qualification as defined in the para 2.22.4. 2. The projects submitted for Technical Qualification shall be different from the projects submitted in the Pre-qualification Evaluation.	There is ambiguity if pre-qualification projects are allowed to be projects under categories of technical capacity. Request client to allow showcasing of pre-qualification project in projects under categories of technical capacity as well.	As per RFQ cum RFP Document
115	4.3.3	Technical Evaluation	Based on the above technical factors, each consultant would be assigned a technical score out of 100. Based on their ranking in technical score, the bidder scoring more than 70% would be referred to as "Technically Qualified Bidders" and shall be eligible for Financial Evaluation.	In the interest of getting the best firm suitable for delivering high quality work, we request the client to change the evaluation of the tender on Quality cum Cost-Based Selection(QCBS) with weightage for technical- 80 and financial -20.	As per RFQ cum RFP Document
116	4.3; 4.3.2 (Point 2 of Notes)	Evaluation of Bids (A. Technical Evaluation)	The projects submitted for Technical Qualification shall be different from the projects submitted in the Pre-qualification Evaluation.	We request you to remove this clause.	As per RFQ cum RFP Document
117	4.3.2	Technical evaluation	Notes: 2. The projects submitted for Technical Qualification shall be different from the projects submitted in the Pre-qualification Evaluation	Since the qualification criteria is similar for both pre-qualification and technical capacity evaluation, we request the client to allow mention of same projects mentioned under pre-qualification criteria to also be considered for technical qualification. Please confirm.	As per RFQ cum RFP Document
118	4.3.5	Weightage of Technical and Financial Bid	The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage.	Requesting to modify the clause as follows: The score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20% weightage.	As per RFQ cum RFP Document
119	4.3 C	Weightage of Technical and Financial Bid	The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage	We request the client to consider 80% weightage for technical proposals and 20% for financial proposal for bid evaluation.	As per RFQ cum RFP Document

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120	4.5; 4.5.1	Availability of Personnel	<ul style="list-style-type: none"> · Having selected the Bidder as per the provisions of Clause 4.4., the Authority will require assurances and the Bidder confirms the availability of all the Personnel proposed as part of Project Team in Annexure 6 as part of the Technical Proposal during the Consultancy Assignment. The Authority will not consider substitutions of Personnel other than reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. · In the event, the Bidder substitutes Project Team other than reasons such as death or medical incapacity or if it is established that Personnel were offered in the Bid without confirming their availability, the Bidder shall be disqualified. · In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise 	Though the firm at all times endeavours to maintain the same staff throughout the project duration, the decision by the individual staff members at certain instances are beyond the control of the firm. We, therefore, request you to remove the disqualification clause.	As per RFQ cum RFP Document
121	4.5	Availability of Personnel	Having selected the Bidder as per the provisions of Clause 4.4., the Authority will require assurances and the Bidder confirms the availability of all the Personnel proposed as part of Project Team in Annexure 6 as part of the Technical Proposal during the Consultancy Assignment	We understand that the selected bidder is not required to deploy the team as per the suggested team composition during the course of the assignment. Please confirm.	Onsite deployment of team is not required. However, during presentations and team meetings, the team members are required to travel.
122	4.11.1	Proprietary data	Subject to the provisions of Clause 2.17, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.	<p>In place of this clause, we propose the following clause:</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than the information provided by the Department are for Department's internal use only (consistent with the purpose of the particular Services) including Department's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization.</p> <p>The Authority may kindly confirm if acceptable</p>	As per RFQ cum RFP Document
123	Annexure 1 (B)	Format for Pre-Qualification Proposal (Technical Strength) Relevant Services Carried Out in the Last 10 (Ten) years That Best Illustrate Qualifications	Projects without the proof of experience [at least (for Completed Projects: Work Order or 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 or Agreement AND Statutory Audited Statement of at least two Payments received or 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.	Our understanding is that for ongoing projects CA certificate to receipt of at least 2 payment for each project is required. Request client to confirm our understanding.	As per RFQ cum RFP Document
124	Annexure 1 B	Format for Pre-Qualification Proposal (Technical Strength)	Projects without the proof of experience [at least (for Completed Projects: Work Order or 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 or Agreement AND Statutory Audited Statement of at least two Payments received or 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.	We request you to consider any one of the following four as proof of experience for completed projects i) Work Order, or ii) Agreement, or 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)	As per RFQ cum RFP Document

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125	Annexure 4 (General Instructions, Point 1)	Firm's References Relevant Services Carried Out in the Last Ten Years	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, or 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);	We request you to consider any one of the following four as proof of experience for completed projects: i) Work Order, or ii) Agreement, or 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)	As per RFQ cum RFP Document
126	Clause 1.3 Additional Work	Annexure 15 -Draft Contract	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.	It is an arbitrary clause, as the final decision shouldn't be of the Authority rather it should be a mutual decision of the parties on what amounts to additional work/variation.	As per RFQ cum RFP Document
127	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".	We suggest to remove the below para from the clause 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. The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
128	Clause 2.1 (c)	-	If at 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.	We request that Authority should not enforce the right of cancelling the contract on this replacement factor.	As per RFQ cum RFP Document

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129	3.5	Confidentiality	Exceptions to confidential information are not provided	We request the client to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."	As per RFQ cum RFP Document
130	3.5	Confidentiality	Parties to whom information can be disclosed is not documented	We request the client to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause: ""Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.""	As per RFQ cum RFP Document
131	3.5	Confidentiality	Obligations to survive is perpetual	We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	As per RFQ cum RFP Document
132	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.	We suggest to remove the below para from the clause 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. The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
133	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.	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	As per RFQ cum RFP Document
134	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.	In place of this clause, we propose the following clause - "The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Bidder own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Bidder compile and retain in connection with the Services (but not information provided by the Authority reflected in them)." The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
135	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. The Consultant shall need to take permission from the Authority for copying the documents mentioning the purpose for which they are intended.	In place of this clause, we propose the following 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 date of termination of this Agreement" The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
136	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 4 (four) 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.	We request the client to raise individual claims and remove automatic deduction suggested in this clause. Request the client to amend this clause accordingly.	As per RFQ cum RFP Document
137	7.1.1	Performance Security	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 4 (four) 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.	We suggest to remove the below para from the clause 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. The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
138	7.2.1	Liquidated damages for late submission	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.	We propose that 10% should be limited to 3% as mentioned above in the Performance Security section The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
139	7.1	Performance Security	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.	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	As per RFQ cum RFP Document
140	7.2	Liquidated Damages for late submission	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.	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	As per RFQ cum RFP Document
141	Clause 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 4 (four) 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	1. We request LD should not be recovered from PBG, kindly delete the reference of LD adjustment from PBG in this clause. 2. There shouldn't be any adjustment of payment over and above the agreed PBG amount, we request to delete this underlined contents.	As per RFQ cum RFP Document
142	Clause 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.	Kindly delete the mention of 'Fraction' as a full week and delete this underlined contents.	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
143	8	Termination of the Contract	<p>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. 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.</p> <p>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.</p> <p>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</p>	<p>We propose that Liquidated damages to be limited to 3% instead of 10%.</p> <p>In addition to the clause, we also propose the following</p> <p>"The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations."</p> <p>The Authority may kindly confirm if acceptable</p>	As per RFQ cum RFP Document
144	8	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.	We request the client to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	As per RFQ cum RFP Document
145	Clause 8.1		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.	There can not be unlimited no. of LD provision for each event/default/reach. There has to be a overall capping which we believe is already covered in clause 7.1.1.	As per RFQ cum RFP Document
146	Clause 8		Consultant has no right to terminate the agreement.	We request for a termination right in the event of non- payment.	As per RFQ cum RFP Document
147	10	Compliance with laws, statutes, rules and regulations of Government / local authority	<p>The 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.</p> <p>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.</p>	<p>We suggest to remove the below para from the clause</p> <p>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.</p> <p>The Authority may kindly confirm if acceptable</p>	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
148	12	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	We suggest to remove the below para from the clause However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1. The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
149	14	Arbitration	If, however, such negotiations are infructuous, 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.	Request the client to consider following and the clause accordingly: Arbitration to be conducted only by sole arbitrator appointed mutually by the parties or as per provisions under the Arbitration and Conciliation Act.	As per RFQ cum RFP Document
150	12	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.	We request the client to amend the clause as following: Total liability under this agreement shall not exceed the amount of fees received by the Consultant from the Authority including liquidated damages.	As per RFQ cum RFP Document
151	14	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 infructuous, 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	We suggest to remove the below para from the clause The expense of the arbitration shall be paid as may be determined by the Arbitrators. The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
152	12	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.	We request the client to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
153	Clause 12		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.	We request to delete the reference of LD clause from overall capping, as it will make the capping fruituous. We agree to have the reference of clause 7.2.1	As per RFQ cum RFP Document
154	17	Indemnity	The 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	In this clause, "failure by consultants in the performance of Consultant's obligation under this Agreement" amounts to open indemnity. Hence, request the client to change this to - " <i>Indemnity towards wilful misconduct, negligence, fraud, breach of laws.</i> "	As per RFQ cum RFP Document
155	17	Indemnity	The 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.	We propose the deletion of this clause. The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
156	17	Indemnity	The 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 Document
157	Clause 15.3		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.	Please delete this clause, as we believe if there is any Covid subsisting it has to be governed by govt. guidelines, direction, exceptions and other factors etc.	As per RFQ cum RFP Document
158	18.4	Survival	The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As per RFQ cum RFP Document
159	-	No clause in RFP	Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
160	-	No clause in RFP	No process for indemnity	<p>The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any</p>	As per RFQ cum RFP Document
161	-	No clause in RFP	No protection to our pre-existing IPRs	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines. "Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."</p>	As per RFQ cum RFP Document
162	-	No clause in RFP	There is no restriction on the usage of deliverable. No third party disclaimers.	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
163	-	No clause in RFP	No acceptance criteria	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that 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 draft deliverable, it will be deemed to be accepted."	As per RFQ cum RFP Document
164	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation	It is requested to consider the ongoing projects as Pre- qualification/ eligibility criteria.	As per RFQ cum RFP Document
165	3.2	Scope of work	c. Map availability of water, power, telecommunication, municipal services and other utilities. g. Map available social infrastructure such as health, education, skilling, etc.	Our understanding is as-is assessment for these services needs to be done and no AutoCAD/GIS map need to be prepared for executing scope of work of this bid. Request client to kindly clarify. In case GIS map needs to be prepared, request the client to clarify procurement of the spatial data or any other data and its cost would be taken up by the client. Kindly clarify.	GIS based assessment is not required.
166	3-Terms of Reference, 3.3	Project Team	The Consultant would be required to form a multi-disciplinary Project Team this assignment----	Based on scope of work and our previous experience, we request to include Transport Expert, Market Expert/ Economist and Environment Expert to the Expert Team. Please consider and confirm.	Additional team members can be proposed to work on the Project as per the requirement. However, evaluation of the team will be done as per the team member details mentioned in RFQ cum RFP.
167	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in Twenty Six (26) weeks from the date of contract	"Acceptance means after submission of reports and after the Consultant has made presentations to the Authority/ Government of Gujarat (GoG)/ Steering Committee/ Government of India (GoI), the Authority will issue a letter of acceptance along with comments/ suggestions of the Authority on the report". We understood that Client also provide support whenever required to complete the assignment within stipulated time period in the RFP. Hence, no delay accepted by client. Please confirm understanding.	As per RFQ cum RFP Document
168	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in Twenty Six (26) weeks from the date of contract.	"The above table does not include the time taken for granting approvals by the Authority/ Government of Gujarat (GoG)/ Steering Committee/ Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by the Authority". We understood that if project extended due to reason of concern authority, time & cost will be payable by Client. Please confirm the understanding	As per RFQ cum RFP Document
169	3.4	Period of Assignment and Payment Terms	The Team Leader along with The Core Team proposed shall remain present during The presentation meetings. - The Consultant Team shall be made available as and when required by The Authority. - The support Team shall be made available during The entire course of assignment period for conducting data collection, stakeholder interactions, analysis, et	"Team shall be made available as and when required by authority". Please clarify that is client provided the Office space to consultants without any cost? Or it will be arranged by consultant near the vicinity of client space.	Onsite deployment of team is not required. However, during presentations and team meetings, the team members are required to travel.
170	4-Evaluation of Bids, 4.3A	Technical Evaluation	Notes: 2. The projects submitted for Technical Qualification shall be different from the projects submitted in the Pre-qualification Evaluation.	For wider participation, we request to relax this criteria and allow same projects for Technical as well as for Pre-qualification Evaluation. Please consider and confirm.	As per RFQ cum RFP Document

Sr No	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
171				<p>Request the client to add the clause given below: As of the date of this agreement, (a) neither the client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European union ("sanctions"), (b) the client is 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of sanctions, and (c) to the best of the client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the client is the subject of sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the client. For so long as this agreement is in effect, the client will promptly notify Crisil if any of these circumstances change. If Crisil reasonably determines that it can no longer provide or avail the services to you or from you, in accordance with applicable law, then Crisil may terminate this agreement, or any particular services, immediately upon written notice to the client.</p>	As per RFQ cum RFP Document
172	3.2.3 (3)	Shelf of Projects, with phase-wise implementation plan	Identify the potential projects for achieving holistic development of the coastal areas.	We understand that the Scope of work does not involve undertaking the Physical Surveys (including traffic surveys) of transport and industrial regions. Please confirm	As per RFQ cum RFP Document
173	3.2.3 (3)	Shelf of Projects, with phase-wise implementation plan	Identify the potential projects for achieving holistic development of the coastal areas.	We understand that the Scope of work does not involve preparation of any Conceptual plans, design and drawing of the identified shelf of projects. Please confirm	As per RFQ cum RFP Document