

Reply to Pre-Bid Queries - Selection of Consultant for Industrial Water Demand Assessment for the State of Gujarat upto 2050.

Reference Document (RFQ cum RFP)	Page No.	Clause No.	Subject/Title	As per Tender document	Clarification sought by consultant	Clarifications to be given by the Authority
RFQ cum RFP	12	1.4	Schedule of the bidding process	(b) Submission of Technical Bid (Hard Copy)	We request you to allow the submission of "Technical Bid" to be online. In case this is done, we request you to allow us to submit the EMD online as well.	As per RFQ cum RFP Document
RFQ cum RFP	12	1.4	Schedule of the bidding process	(a) Submission of Financial Bid (online) 28th Feb 2024	Request the authority to provide 2 weeks from the date of issue of corrigendum in order to bring together a well-qualified team of consultants with requisite functional and sectoral expertise and submit a high-quality proposal	Corrigendum 1
RFQ cum RFP	28	2.20.	Bid Security	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 nationalized / Scheduled banks in India drawn in favour of - Gujarat Infrastructure Development Board payable at Gandhinagar	It is requested to consider Bid Security in form of FDR (Fixed Deposit Receipt) also. May kindly consider and confirm.	As per RFQ cum RFP Document
RFQ cum RFP	30	2.21.8	Performance Security		We request to extend the timeline for performance security to 45 days.	As per RFQ cum RFP Document
RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Report	<p align="center">Detailed Project Report</p> 1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: -Comprehensive Water Supply Plan -Water Supply Distribution Network -Any water related physical infrastructure projects and Infrastructure Planning	The assignment involves conducting a comprehensive evaluation of the demand and supply of water for industrial purposes until 2050. This requires extensive and strategic expertise in executing projects within the water sector and need not be focused to DPR preparation experience. Therefore, It is requested to modify the Pre – qualification / Eligibility criteria of DPR to experience of working in water supply sector for more than 10 year.	As per RFQ cum RFP Document
RFQ cum RFP	33	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial	Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years - Minimum value shall be 10 Cr	We understand that the Authority requires experienced consultants to deliver the mentioned project. And, to involve reputed consultancy firms in the public sector domain, we request the authority to consider firms with annual turnover more than 500 Crore. Therefore, it is suggested that the mentioned clause may be modified as follows: "Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years - Rs. 500 Crores	As per RFQ cum RFP Document
RFQ cum RFP	33	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial	Net worth of Applicant firm/ Lead Member from Consultancy during last Audited Financial Years [FY 2022-23] shall be minimum 5 crores	We understand that the Authority requires experienced consultants to deliver the mentioned project. And, to involve reputed consultancy firms in the public sector domain, we request the authority to consider firms with net worth more than 125 Crore. Therefore, it is suggested that the mentioned clause may be modified as follows: "Net worth of Applicant firm/ Lead Member from Consultancy during last Audited Financial Years [FY 2022-23] - Rs. 125 Crore"	As per RFQ cum RFP Document

Reply to Pre-Bid Queries - Selection of Consultant for Industrial Water Demand Assessment for the State of Gujarat upto 2050.

Reference Document (RFQ cum RFP)	Page No.	Clause No.	Subject/Title	As per Tender document	Clarification sought by consultant	Clarifications to be given by the Authority
RFQ cum RFP	33	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. Minimum value Rs. 10 Cr	The assignment results are expected to provide information in the matter with Narmada Water Dispute Tribunal (NWDT) for the dispute about sharing of the Narmada water between the Government of Gujarat and Madhya Pradesh. In order to encourage participation from reputable, experienced, and well-established firms, it is suggested that the requirement be revised to "Average Annual Turnover of atleast Rs. 100 Cr from government consulting in previous three audited financial years.	As per RFQ cum RFP Document
RFQ cum RFP	36	3.2	Terms of Reference	Scope of Work	<p>Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive data collection, surveys at industry level across the state of Gujarat, the specified time period of 8 weeks for submission of Draft Report seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 6 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments / locations.</p> <p>Also, we understand that the data collection shall be from primary surveys and secondary research through telephonic interactions with concerned departments / Stakeholder / concerned Focus Groups.</p> <p>Kindly clarify that the data required of water sources including new sources (desalination plants, water recycle and reuse policy - for industrial supply) and Details of varied modes of existing water supplies that cater to industrial demand, including bulk and distribution pipelines, canals, local ponds, check dams, etc.) up to 2050 shall be provided to the consultants for carrying the study.</p> <p>Also, Kindly clarify that the data required of water sources including new sources (desalination plants, water recycle and reuse policy - for industrial supply) and Details of varied modes of existing water supplies that cater to industrial demand, including bulk and distribution pipelines, canals, local ponds, check dams, etc) up to 2050 shall be provided to the consultants for carrying the study.</p>	As per RFQ cum RFP Document
RFQ cum RFP	36	3	Terms of Reference	The tribunal gave its award on 7th December, 1979 and was notified by Government of India on 12th December, 1979. The final orders are all made subject to review at any time after a period of 45 years from the date of publication of the Decision of the Tribunal in the Official Gazette. Hence, the review of the award for the Narmada Water Dispute Tribunal (NWDT) is due in the year 2024.	It is assumed that copy of final order of NWDT with all amendments if any will be given to the consultant for the scope of work .PLEASE CONFIRM	As per tender clause no. 3.8 (i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;
RFQ cum RFP	36	3	Terms of Reference	For a holistic view of this matter, it is proposed to undertake a comprehensive assessment of the demand and supply of water for industrial use upto 2050 into consideration, so that water allocation would be made for industrial purposes from different sources of water like Narmada, other irrigation reservoirs, groundwater and treated waste-water bodies, desalination, etc. The scope has to be delivered through a combination of primary surveys and secondary	It is assumed that details of ongoing & forthcoming projects by Govt.of Gujarat related to treated waste-water bodies, desalination, etc.may be provided to the consultant in view of better combination of primary surveys & analysis thereof .PLEASE CONFIRM	As per tender clause no. 3.8 (i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;
RFQ cum RFP	36	3	Terms of Reference	The scope has to be delivered through a combination of primary surveys and secondary research through telephonic interviews, Stakeholder Consultations, and Focus Group Discussions. The primary survey shall be a sample-based survey. The appointed agency shall coordinate and follow up through email/ phone with different field offices of statutory departments for the collection of various data required for the study for Gujarat State. GIDB shall provide the necessary support for coordination with these departments.	It is assumed that Details of Projects /MoU signed during "VIBRANT GUJARAT" till date & to be executed in near future/commissioning of the projects/starting operation of the projects may be made available to the consultant in view of future projection of water demand for INDUSTRIAL USE..PLEASE CLARIFY & CONFIRM	As per tender clause no. 3.8 (i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;

Reply to Pre-Bid Queries - Selection of Consultant for Industrial Water Demand Assessment for the State of Gujarat upto 2050.

Reference Document (RFQ cum RFP)	Page No.	Clause No.	Subject/Title	As per Tender document	Clarification sought by consultant	Clarifications to be given by the Authority
RFQ cum RFP	36	3	Terms of Reference	GIDB shall provide the necessary support for coordination with these departments. These departments may include but are not limited to Gujarat Industrial Development Corporation (GIDC), Gujarat Water Supply & Sewerage Board (GWSSB), Gujarat Water Infrastructure Limited (GWIL), Gujarat Water Resource Development Corporation (GWRDC), Gujarat Pollution Control Board (GPCB), Industries Commissionerate (IC), Electricity Companies, BISAG-N, etc.	It is assumed that these Departments will nominate the Officer to provide the requisite details & support for better coordination & communication in the matter & purpose . GIDB will issue necessary instructions & request to these Departments & accordingly Name of such officers with contact nos.(Departmentwise) will be provided to the consultant .PLEASE CONFIRM	As per tender clause no. 3.8 (i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;
RFQ cum RFP	36	3.2	Scope of work 1. Existing Demand	b. Mapping of Industrial Parks: the nature of industries, consumption pattern, the quantity of water requirement, Water Intensive sectors, source of water, Desalination Plants, etc. c. Current water demand-supply gap mapping including district-wise/ industrialpark-wise allocations for water supply.	It is assumed that basic details of Approved Industrial Parks will be furnished to the consultant .PLEASE CONFIRM	As per tender clause no. 3.8 (i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;
RFQ cum RFP	37	3.2	Scope of work 2. Mapping Future Projections	a. Map the region/zone-wise, and sector-wise annual projections for industrial water demands considering existing industries, industrial parks under implementation, being planned, and projected by the Government for the future up to the year 2050. b. Calculate the industrial water demand estimate by computing the industrial park-wise sectors classification and the current water demand estimates for each sector.	It is expected that Joint meeting with respective Chamber of Commerce may be arranged by GIDB & Ministry of Commerce/Industries (GoG)so as to have better idea of future planning of Expansion of present/Existing Industries & new arrivals of Projects for mapping future projections .Support of GIDB as a coordinator is expected .PLEASE COMFIRM	As per tender clause no. 3.8 (i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;
RFQ cum RFP	37	3.2	Scope of work 3. Projection of Industries & water requirement	b. Map annual projections for industrial water demands considering proposed industries for the future up to the year 2050.	It is assumed that Municipal & Industrial Use of water (M&I) component may be reviewed if required jointly with Madhya Pradesh considering actual scenario of Industrial growth in Gujarat .However mapping may be restricted as per joint decision of both states.Necessary support of GIDB is expected in this regard to conduct survey & analysis if required in MP .PLEASE CONFIRM	Not Required in MP.
RFQ cum RFP	38	3.3	Project Team	Industrial Development Expert Relevant Post Graduate Degree in Engineering/ Management/ Planning with 10 years of Experience in Industrial/ Water/ Infrastructure sector.	May kindly consider qualification for Industrial Development Expert as Bachelors in Civil Engineering with relevant experience in Industrial / Water Infrastructure development sector.	As per RFQ cum RFP Document
RFQ cum RFP	40	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 finalized by the Authority.	It is requested & suggested that Submission for approval in Hard copies may be restricted upto 2 copies so as to incorporate comments ,revision if any suggested by Approving Authority in FINAL SUBMISSION Copies ..PLEASE CONFIRM	As per RFQ cum RFP Document
RFQ cum RFP	42	3.9	Responsibilities of the Consultant	v) The Consultant shall do justification to the primary and secondary data collected by giving appropriate credit and source reference in the report;	It is expected that GIDB will inform concern Departments / Authorities to furnish the data /details to the consultant so as to use it officially.PLEASE CONFIRM	As per tender clause no. 3.8 (i) The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;
RFQ cum RFP				Joint Venture shall not be allowed.	Kindly allow Joint Ventures	JV is allowed & already mentioned in Clause no. 2.1 General Terms of Bidding of the RFP

Reply to Pre-Bid Queries - Selection of Consultant for Industrial Water Demand Assessment for the State of Gujarat upto 2050.

Reference Document (RFQ cum RFP)	Page No.	Clause No.	Subject/Title	As per Tender document	Clarification sought by consultant	Clarifications to be given by the Authority
RFQ cum RFP	45	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. The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.	We request GIDB to modify this clause as below to promote better quality of the assignment: The score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20% weightage. The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.	As per RFQ cum RFP Document
RFQ cum RFP	45	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	The nature of the assignment is strategic, and the approach to carry out the required work necessitates technical expertise in order to achieve the desired outcome. Therefore, it is requested to modify the QCBS ratio for evaluation to 80:20, giving greater importance to the technical capabilities of the bidders.	As per RFQ cum RFP Document
RFQ cum RFP	48	4.11	Proprietary data	Clause 4.11 Proprietary data (Page 48): 4.11.1 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.	We request GIDB to modify this clause as follow: 4.11.1 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 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 Consultant, except for the information provided by the Authority.	As per RFQ cum RFP Document
RFQ cum RFP	52	7.3	Miscellaneous	It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.	We request GIDB to remove this clause	As per RFQ cum RFP Document
RFQ cum RFP	58		Annexure 1 C	Format for Pre-Qualification Proposal (Financial Strength)	Requested that Certificate from the Chartered Accountant / Statutory Auditor may be considered.	As per RFQ cum RFP Document
RFQ cum RFP	71	Annexure 4	Firm's References	1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation: b. At least for On-going Projects: i. Work Order, or ii. Agreement AND iii. Statutory Audited Statement of last two Payment received, or iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of payment from the Client).	1) If a contracted assignment is granted extension by the client, In that case, we request GIDB to consider it as a closed assignment of the contracted duration. For that case, the client certificate shall be considered as supporting document. 2) We request GIDB to consider experience certificate/partial completion certificate published by clients as supporting documents 3) We request GIDB to make (iii) Statutory Audited Statement of last two Payment received, (iv) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of payment from the Client) as an optional criteria	As per RFQ cum RFP Document

Reply to Pre-Bid Queries - Selection of Consultant for Industrial Water Demand Assessment for the State of Gujarat upto 2050.

Reference Document (RFQ cum RFP)	Page No.	Clause No.	Subject/Title	As per Tender document	Clarification sought by consultant	Clarifications to be given by the Authority
RFQ cum RFP	90	Annexure 15	Draft Contract	We understand the Draft contract on Rs. 300/- Stamp Paper shall have to be submitted at the time of agreement on award of work and is not required at the time submission of the proposal. May kindly confirm.		As per RFQ cum RFP Document
RFQ cum RFP	94	3.5	Confidentiality	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d) The Authority agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the Authority, become property of the Authority and the Authority is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.</p>	These, (a), (b) and (c), shall survive for a period of 3 years from the date of the termination of this Agreement	As per RFQ cum RFP Document
RFQ cum RFP	95	3.8	Insurance	<p>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.</p> <p>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.</p>	We request GIDB to remove this clause. We request GIDB to confirm that only professional indemnity insurance will suffice.	As per RFQ cum RFP Document
RFQ cum RFP	101	7.2	Liquidated Damages for late submission	<p>Clause 7.2 Liquidated Damages for late submission (Page 100)</p> <p>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.</p> <p>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</p>	<p>We request GIDB to modify this clause as follow:</p> <p>Clause 7.2 Liquidated Damages for late submission (Page 100)</p> <p>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% of the Total Price of the Services.</p> <p>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.</p>	As per RFQ cum RFP Document

Reply to Pre-Bid Queries - Selection of Consultant for Industrial Water Demand Assessment for the State of Gujarat upto 2050.

Reference Document (RFQ cum RFP)	Page No.	Clause No.	Subject/Title	As per Tender document	Clarification sought by consultant	Clarifications to be given by the Authority
RFQ cum RFP	103	10	Compliance with laws, statutes, rules and regulations of Government / local authority	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. 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.	We request GIDB to modify this clause as follow: 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. 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.	As per RFQ cum RFP Document
RFQ cum RFP	103	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 GIDB to modify this clause as follow: 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.	As per RFQ cum RFP Document
RFQ cum RFP	105	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 request GIDB to remove this clause	As per RFQ cum RFP Document
RFQ cum RFP				New clause	The Consultant may terminate this Agreement, or any 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.	As per RFQ cum RFP Document
RFQ cum RFP				New clause	Any information, advice, recommendations or other content of any reports, presentations, or other communications we provide under this Agreement ("Reports"), other than information provided by the Authority, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Authority's organization.	As per RFQ cum RFP Document

Reply to Pre-Bid Queries - Selection of Consultant for Industrial Water Demand Assessment for the State of Gujarat upto 2050.

Reference Document (RFQ cum RFP)	Page No.	Clause No.	Subject/Title	As per Tender document	Clarification sought by consultant	Clarifications to be given by the Authority
RFQ cum RFP				New 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.	As per RFQ cum RFP Document
RFQ cum RFP				New clause	Authority may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Information provided by the Authority reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	As per RFQ cum RFP Document