

Annexure 13
Format for Query Submission

Queries - Selection of Consultant for Preparation of Vision 2047 document for the State of Gujarat.							
S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
1	RFQ cum RFP	12	1.4	Schedule of the bidding process	Last Date of Submission of RFQ cum RFP: 05.07.2025, 17:00 hrs.	We request the client to kindly extend the last date of submission by at least two weeks from the date of release of corrigendum. Please confirm	As per RFQ cum RFP
2	RFQ cum RFP	10	1.1	Background	The objectives of the Action Plan 2035 for Industries and Mines Department are: Prepare Shelf of Projects that includes projects that promote industrial development particularly in various sectors/sub departments/themes of Industries and Mines department such as manufacturing, MSME, Export promotion, import substitution, focus sectors, etc.	We request the client to kindly clarify the number of Shelf of Projects to be prepared.	As per RFQ cum RFP
3	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- INR 50 Crore	We understand that this is a prestigious assignment and requires bidder having strong financial background. Hence, we request the client to kindly consider Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years to be at least INR 500 Crore. Please Confirm	As per RFQ cum RFP
4	RFQ cum RFP	33	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	General Instructions: If audited financial sheets for FY 2024-25 are not available, in that case, the bidder has to submit un-audited/ Provisional financial sheets for FY 2024-25 certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.	We request the client to kindly consider audited financial sheets for last three financial years as FY 2021-22, FY 2022-23 and FY 2023-24. Please confirm.	Yes. Audited financial sheets for last three financial years as FY 2021-22, FY 2022-23 and FY 2023-24 will be considered
5	RFQ cum RFP	36	3.2.1	AS-IS Assessment and Gap Analysis	Review of all applicable global, national and state policies, laws and regulations pertaining to Industrial Development	We request the client to kindly restrict the review of best practices to 4-5 each at global, national and state level Please confirm.	As per RFQ cum RFP

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6	RFQ cum RFP	36	3.2.1	AS-IS Assessment and Gap Analysis	Review of project proposals of industries/ industrial parks, as available with government agencies.	We understand that the review of project proposals will be restricted to high level analysis only excluding review of techno-commercial aspects of the proposals. Please confirm.	Yes
7	RFQ cum RFP	37	3.2.3	Action Plan	Prepare a Shelf of Projects that can be implemented by the Department/Sub Departments	Given the total duration of assignment has 9 weeks, we request the client to kindly specify maximum number of Shelf of Projects per department that shall be prepared.	As per RFQ cum RFP
8	RFQ cum RFP	38	3.3	Project Team	Team Leader: Master's in Management or Engineering or equivalent.	We request the client to also consider Post Graduation diploma in Engineering, Management or Planning or equivalent fields as eligible criteria for evaluation. Please confirm	Yes, it will be considered.
9	RFQ cum RFP	38	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 the client to also consider Post Graduation diploma in Engineering, Management or Planning or equivalent fields as eligible criteria for evaluation. Please confirm	Yes, it will be considered.
10	RFQ cum RFP	38	3.3	Project Team	Policy Expert: Relevant Post Graduate Degree in Engineering, Management or Planning with 10 years of Experience in Policy Creation	We request the client to also consider Post Graduation diploma in Engineering, Management or Planning or equivalent fields as eligible criteria for evaluation. Please confirm	Yes, it will be considered.
11	RFQ cum RFP	46	4.3.5 (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 kindly consider score of technical proposal as 80% weightage and that of financial proposals as 20% weightage. Please confirm.	As per RFQ cum RFP

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12	RFQ cum RFP	36	3.2	Scope of Work	-	Notwithstanding anything to the contrary, kindly note that we do not provide any legal services directly or indirectly since we are not permitted to provide the same. Our scope is limited to technical/commercial aspect and our services will not include provision of any legal services or legal advice. No work performed by our employees shall be construed as legal service/legal advice. Please confirm.	As per RFQ cum RFP
13	RFQ cum RFP	41	3.7	Property of the Authority	All work submitted to the Authority by or under the authorship and signature of the consultant shall be the professional responsibility of the consultant	The Consultant shall be allowed to retain sufficient documentation as part of its professional records to support and evidence the work performed by it. Such retention shall be subject to obligations of confidentiality mentioned in the RFP. Please confirm.	As per RFQ cum RFP

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14	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	At least 1 engagement to prepare Shelf of Projects for Industries Department/ industries related authority for any of the Indian States/ UTs/ Central Ministries	we understand that any such assignment to prepare Shelf of project for Investment Summit will be considered eligible. The Terms of Reference mention the preparation of a “Shelf of Projects” for the Industries and Mines Department. However, the document does not specify the level of detailing required for each project nor the expected number of projects. Kindly clarify whether one shelf of projects is to be prepared per sub-department or multiple per department, and what depth of information is expected for each project. The Terms of Reference mention the preparation of a “Shelf of Projects” for the Industries and Mines Department. However, the document does not specify the level of detailing required for each project nor the expected number of projects. Kindly clarify whether one shelf of projects is to be prepared per sub-department or multiple per department, and what depth of	The report format of BIG 2020 - Volume 2 shall be followed. Copy will be shared by GIDB.
15	RFQ cum RFP	36	3.2.2	Goals and Project Shelf	Identify Shelf of Projects with phase wise action plan	The Terms of Reference mention the preparation of a “Shelf of Projects” for the Industries and Mines Department. However, the document does not specify the level of detailing required for each project nor the expected number of projects. Kindly clarify whether one shelf of projects is to be prepared per sub-department or multiple per department, and what depth of information is expected for each project. We understand that Authority is desirous to prepare abridged model shelf of project pertaining key sectors based on secondary research. Also, clarify the tentative number of Shelf Project Profile needs to be prepared. Request to clarify for better scoping and time	The report format of BIG 2020 - Volume 2 shall be followed. Copy will be shared by GIDB.

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16	RFQ cum RFP	39	3.3	Project Team	Support Staff	As expected that the support staff shall largely be responsible for data collection, stakeholder interactions, analysis, etc. We request to allow the experience of Support Staff from 3 to 5 Years.	As per RFQ cum RFP
17	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	Project Team and Period of Assignment	We understand that Aunthroity wants to prepare comprehensive Action Plan and number of Shelf of Projects under this assignment. The project period is too challenging with 6 resources. It shall be extended to 16 weeks with increase in number of support staff to 5.	As per RFQ cum RFP
18	RFQ cum RFP	45	4.3.2	A. Technical Evaluation	The projects submitted for Technical Qualification shall be different from the projects submitted in the Pre-qualification Evaluation.	We request to allow submit same projects under Pre-qualification and Technical Qualification incase of a consulant has prepared multiple shelf of project for differenment departments under one work-order..	As per RFQ cum RFP
19	RFQ cum RFP	105	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.	We request you to kindly consider reducing the penalty of Liquidity Damage for delay in submission of any deliverable, at 0.5% per week, capped at a maximum of 5% of the delayed milestone payment. Additionally, no LD should be applied for delays caused by factors beyond the Consultant's control, and an appropriate extension of time should be granted to the Consultant.	As per RFQ cum RFP

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20	RFQ cum RFP	96	3.5	Confidentiality	(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.	We request to add under this clause "Consultant may retain such portion of the Confidential Information including its working papers that is required for compliance with its statutory, regulatory or professional conduct obligations"	As per RFQ cum RFP
21	RFQ cum RFP - Volume I Instruction to Consultants	12	1.4	Schedule of the bidding process	Last Date of Submission of RFQ cum RFP: (a) Submission of Financial Bid (online) : 05.07.2025 (b) Submission of Technical Bid (Hard Copy): 05.07.2025	For preparing and submitting a comprehensive proposal, we request you to kindly provide 3 weeks' time post response to pre-bid queries. Thereby, modifying the Bid submission date to 21 days from date of issue of response to pre-bid queries.	As per RFQ cum RFP

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22	RFQ cum RFP - Volume I Instruction to Consultants	15	2.1.9 (v)	Conflict of Interest	(v) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder;	<p>We wish to bring this to your attention that, given the nature of the consulting industry and scale and diversity of consulting firms many time require engagement of certain sub-consultants and domain-specific experts across multiple assignments, it is possible that some third parties/ sub consultants may be common to more than one bidder participating in this RFP.</p> <p>We request that the mere presence of such common third parties across bidders should not be construed as a conflict of interest, so long as there is no sharing of information or undue influence between the parties involved. Our firm, like others, maintains strict confidentiality protocols and internal safeguards to ensure the integrity of the bidding process.</p> <p>We request the Authority to confirm that the involvement of common</p>	As per RFQ cum RFP
23	RFQ cum RFP - Volume I Instruction to Consultants	24	2.11.6	Proposal Submission	A true copy of the technical proposal accompanying the Bid, as specified in Clause 2.11.3 above, shall be placed in hard binding and the pages shall be numbered serially.	<p>We request you to kindly consider spiral bound copies of the proposals as well.</p>	As per RFQ cum RFP

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24	RFQ cum RFP - Volume I Instruction to Consultants	26	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.	Along with the existing provision of submitting technical proposals via RPAD/Speed Post or Courier, we request the Authority to also allow hand delivery of proposals with proper receipt/acknowledgement, or submission in a sealed tender drop box, as widely practiced across various government departments and public sector agencies in India. Courier and postal services may face unforeseen delays and do not guarantee timely or accountable delivery of sealed proposals, which could result in non- delivery/ non acceptance and the unintended disqualification of technically qualified and competent bidders. Allowing hand delivery will help ensure timely, secure, broader and fair participation in the bidding process.	As per RFQ cum RFP
25	RFQ cum RFP - Volume I Instruction to Consultants	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Category I: Action Plan/ Strategy Plan Category II: Shelf of Projects for Industries Department Category III: Policy Formulation and Regulations	The table header references Multilateral Agencies; however, the specific items listed under Categories 1, 2, and 3 do not explicitly mention their inclusion. We kindly request that Multilateral Organisations be explicitly considered eligible and included across all three categories to encourage quality applications. Additionally, we request that experience gained from executing similar projects in foreign countries be considered as eligible to meet the minimum experience criteria.	As per RFQ cum RFP

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26	RFQ cum RFP - Volume I Instruction to Consultants	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	A project (with same engagement agreement, including extensions) will be considered in only one of the category.	We request you to clarify that if a project that satisfies the criteria for more than one category can be counted or submitted under multiple categories.	As per RFQ cum RFP
27	RFQ cum RFP - Volume I Instruction to Consultants	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength -General Instructions	<p>Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation:</p> <p>1) At least for Completed Projects:</p> <p>i) Work Order, or</p> <p>ii) Agreement, AND</p> <p>iii) Completion Certificate, or</p> <p>iv) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);</p>	<p>As in several Government projects, even after successful completion of work as per contract and given scope of work, the release of final payment and formal completion certificate may take some additional time due to procedural and administrative formalities and approvals required for final closure .</p> <p>Considering this, we kindly request the Authority to also consider substantially completed projects—where at least 75% of the work and corresponding payment has been received—for evaluation and scoring of eligible experience. The proof for the same can be provided by the Statutory Auditor. This will help ensure fair competition and appropriate recognition of relevant experience, as is commonly permitted by many government agencies across India.</p>	As per RFQ cum RFP

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28	RFQ cum RFP - Volume I Instruction to Consultants	33	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	Consultancy means Consultancy Fees received by the Applicant for providing Project related Design and/ or Engineering and/ or Consultancy Services which include Business Plan Preparation, Feasibility Studies, Detailed Project Report, Techno-Economic Feasibility Studies and/or Project Management and/ or Design and Engineering Service and/or Architectural Service and/ or Construction Supervision Services to its Clients.	We understand that the purpose of requesting for the turnover certificate is to review the financial strength of the firm. Deloitte provides management consulting services to several clients globally that are spread across multiple domains including those defined in the clause. Identification and separating the consultancy fees specific to such projects defined in the clause will not be possible. We request to consider turnover certificate for all Management Consultancy services provided by the firm across Clients in India and abroad.	As per RFQ cum RFP
29	RFQ cum RFP - Volume I Terms of Reference	39	3.3	Project Team	It is also expected that the above-mentioned specialists shall be supported by pool of support staff who shall largely be responsible for data collection, stakeholder interactions, analysis, etc.	<p>The RFP refers to a "pool of support staff" to assist the key experts with tasks such as data collection, stakeholder interactions, and analysis. In Clause 3.4 further it is mentioned "support team" shall be made available during the entire course of assignment period- for conducting data collection, stakeholder interactions, sectoral analysis, etc.</p> <p>We are happy to provide support staff for the project in addition to the Project Team. However, to ensure consistency and clarity in proposal preparation and financial evaluation, we kindly request the Authority to clarify:</p> <p>1. Whether the term "support staff" refers to the same three Support Team Members explicitly mentioned in the RFP, or</p> <p>2. If requirement of "support staff" is separate from the three Support Team Members, we request you to kindly indicate the expected number</p>	As per RFQ cum RFP

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30	RFQ cum RFP - Volume I Terms of Reference	39	3.3	Project Team (Note)	Anyone of the Team Leader, Industrial Infrastructure Expert or Policy Expert should have worked on at least 2 engagements of industrial development in Gujarat.	The requirement for specific experience in Gujarat may limit participation from a wider pool of highly qualified experts who have undertaken similar engagements at the national or international level. Given the strategic importance of this assignment, it would be beneficial to leverage the expertise of key professionals with diverse and versatile experience across geographies. Such exposure is equally relevant and can bring valuable insights and innovative approaches to the project. We therefore request the Authority to remove this condition, allowing experience from any geography to be considered for key experts.	As per RFQ cum RFP
31	RFQ cum RFP - Volume I Terms of Reference and Volume II Annexure 15 - Draft Contract Agreement	39 and Page No 100	3.4 and 4.2	Period of Assignment and Payment Terms and Payment Terms	Timeline for submission from date of signing agreement- 1. AS-IS Assessment and Gap Analysis Report- Date of LoA ('T')+ 2 weeks	<p>We would like to bring to your kind notice that while the header of the deliverables table refers to the timeline beginning from the date of signing of the Agreement, the table itself defines timelines with reference to "T," where T = Date of LoA. This creates ambiguity and may lead to misalignment in implementation. We request the Authority to kindly confirm and revise the reference point for all deliverables by defining T = Date of Signing of the Agreement, in line with standard practice in similar consulting assignments.</p> <p>Additionally, As per the RFP, the total project duration is 9 weeks, with Deliverable 1 (As-Is Assessment and Gap Analysis Report) due within T+2 weeks, Deliverable 2 (Draft Action Plan) by T+8 weeks, and the Final Report within just one week thereafter. Given the extensive nature of the assignment—covering</p>	Timeline for submission from date of signing agreement: T = Date of LoA will be considered

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32	RFQ cum RFP - Volume I Terms of Reference	40	3.4	Period of Assignment and Payment Terms	All invoices will be paid by the Authority within 3 weeks of the acceptance of submission of the same to the Authority by the consultant.	<p>Linking payments to formal acceptance—which involves presentations and feedback from multiple departments without a defined timeline—may lead to delays beyond the Consultant’s control. For a short-duration assignment of approximately 9 weeks, this may result in significant financial strain on the consultant, despite timely submission of deliverables and significant efforts and manpower deployed by the Consultant.</p> <p>We therefore request that 95% of the payment due for each stage be released within 3 weeks from the date of submission of the deliverable and invoice, with the balance 5% retained and released upon formal acceptance by the Authority (as defined in the RFP)</p> <p>This approach would promote fairness, ensure predictable cash flow for the Consultant and still</p>	As per RFQ cum RFP

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33	RFQ cum RFP - Volume I Terms of Reference	45	4.3.2	A. Technical Evaluation:	<p>Experience of Key Professionals - 35</p> <ol style="list-style-type: none"> 1. Team Leader - 10 2. Industrial Infrastructure Expert - 8 3. Policy Expert - 8 4. Support Team Members - 9 	<p>We note that the RFP mentions higher rating for experts who are regular full-time employees of the consulting firm or its associates (employed for more than 12 months), but the detailed marking criteria or specific weightage for this aspect or detailed evaluation criteria for CVs has not been provided in the RFP.</p> <p>In the absence of a detailed CV evaluation criteria, we suggest that experts and support team members meeting or exceeding the minimum eligibility criteria as defined in the RFP be considered for award of 80% of the marks allocated against the respective position and the remaining 20% marks to be awarded for fulfilling the full-time employment condition.</p> <p>This approach would provide a balanced and transparent basis for evaluation while acknowledging long-</p>	As per RFQ cum RFP

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34	RFQ cum RFP - Volume I Terms of Reference	46	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.	<p>Given the specialised and high-complexity nature of this assignment, which involves strategic planning, policy formulation, cross-sectoral coordination, and development of long-term action plans aligned with state and national visions, the quality and relevance of technical expertise will be critical to the success of the engagement. In this context, and in line with the recommendations of Manual for Procurement of Consultancy & Other Services (updated June 2022) issued by the Ministry of Finance, Government of India, we request the Authority to consider adopting an 80:20 QCBS ratio (Technical: Financial).</p> <p>This adjustment would place appropriate emphasis on technical merit, encourage participation from highly qualified firms.</p>	As per RFQ cum RFP

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35	RFQ cum RFP Volume II	73	Annexure 4	General Instructions:	Work order copy and/ or Completion Certificate shall specifically mention type of work as per above experience requirement category in the Scope of Work/ Terms of Reference, along with Total Project Cost;	<p>We respectfully submit that, in many cases, the nature and scope of past assignments may align closely with the experience categories (Cat-I , Cat II or Cat III) specified in the RFP, but the exact phrasing may not be explicitly stated in the Work Orders or Completion Certificates, particularly when issued by government authorities using standard formats.</p> <p>In light of this, we kindly request that, where the required wording is not explicitly mentioned but the project scope is matching with the requirement of the RFP , a self-declaration from the authorized signatory—detailing the scope, relevance, and alignment of the assignment with the RFP requirements—be accepted as valid supporting documentation.</p>	As per RFQ cum RFP
36	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	94	2.2	Project Manager	The Consultant shall ensure that at all times during the fieldwork the Project Manager, acceptable to the Authority, shall take charge of the operations of the Personnel in the field. The Project Manager shall be responsible for liaison in the field between the Consultant and the Authority.	The Project Manager role is not separately listed in the proposed team structure. We understand that the Team Leader is expected to assume the responsibilities of the Project Manager, kindly confirm.	As per RFQ cum RFP

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37	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	98	3.1	Delays by the Authority	Time taken by the Authority for approval of deliverables however shall be additional to reporting and time schedule of consultant. Only after one deliverable is approved in written that the time period for next deliverable shall come into effect	<p>The clause specifies that the timeline for each subsequent deliverable will commence only after the written approval of the preceding one, with the Authority's approval time being additional to the Consultant's reporting schedule.</p> <p>We wish to highlight that this process may result in significant delays, particularly in the preparation and submission of the final report and other dependent deliverables. Given the time-bound nature of the assignment, such delays could impact the overall project timeline.</p> <p>To facilitate smoother execution and ensure timely delivery, we request that the Authority allow parallel submission and review of deliverables, with the Consultant ensuring prompt incorporation of feedback as received.</p>	As per RFQ cum RFP
38	RFQ cum RFP - Volume I Terms of Reference and Volume II Annexure 15 - Draft Contract Agreement	41 and 98	3.7 and 3.12	Property of Authority and Copyright	All data collected, financial models developed with all linking sheets for this assignment would be the property of the Authority and to be submitted to the Authority in soft copies and in hard copies, in whichever form it is available as and when required by the Authority and along with the final report.	<p>We request to consider including a standard Intellectual Property Rights (IPR) clause in the contract to safeguard both parties' interests. We propose the following clause be incorporated:</p> <p>"The ownership of all deliverables and outputs prepared under this assignment shall be transferred to the Client upon full and final settlement of all payments due under the Contract. The Consultant shall retain ownership of any pre-existing background intellectual property developed independently of the services under this assignment, which may be used as part of the deliverables."</p>	As per RFQ cum RFP

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39	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	91	3.4	Assignments/ Sub Contracting	The rights and liabilities of the consultants shall not be assigned or transferred by the consultants, without the consent in writing of the Authority to any other persons, firm or organisation. The Authority may allow such assignment/sub letting at his discretion. Such assignment/sub letting shall not relieve consultants from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of the Authority shall be void. The Authority, may, transfer its rights and obligations to any other person, firm or organisation only with the consent of the consultants.....resume the performance of the Services itself. The decision of the Authority in this regard shall be final and binding on the consultant.	We would like to highlight that, as a multidisciplinary professional services firm that is also a statutory auditor, we are subject to regulatory obligations on independence and conflict management. In scenarios where the Authority assigns or transfers the contract to a third party, it may potentially lead to independence concerns or regulatory limitations from our side. In light of this, we respectfully request the Authority to consider making this clause mutual in nature, such that any assignment or transfer by either party requires prior written consent from the other. This will help safeguard professional obligations while maintaining contractual fairness and mutual accountability.	As per RFQ cum RFP
40	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	96	3.5 (d)	Confidentiality	(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.....These clauses, (a) and (b), shall survive the termination of this Agreement.....onclusions made in the report and any such other information based on the report.	While we fully respect the Authority's right to use the final deliverables, we request the inclusion of a clear confidentiality clause that defines the duration of confidentiality obligations post-completion of services. In line with standard industry practice, we propose the following clause for your kind consideration: The confidentiality obligations of the Consultant shall survive the termination or completion of this Contract for a period of one (1) year. During this period, the Consultant shall not disclose any confidential information received in connection with the assignment without the prior written consent of the Authority.	As per RFQ cum RFP

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41	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	102	7.2.1	Liquidated Damages for late submission	7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.	We wish to submit that linking the liquidated damages (LD) to the total contract value may result in a disproportionately high penalty, particularly when delays are limited to specific deliverables or stages. Given that the effort, timelines, and payment terms vary across milestones, applying LD uniformly on the total contract price may not reflect the actual impact of the delay. We therefore request the Authority to consider levying LD on the value of the delayed milestone, which would ensure a more balanced and proportionate approach. Accordingly, we propose the following revision for your kind consideration: A liquidated damage of 0.5% per week shall be levied on the value of the delayed milestone, subject to a maximum of 10% of the total contract price.	As per RFQ cum RFP
42	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	102	7.2.2	Liquidated Damages for late submission	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 request the Authority to kindly clarify that liquidated damages and termination provisions shall apply only in cases where the delay is solely attributable to the Consultant. As is the case with this assignment, which involves multiple stakeholders and coordination across departments, delays may also arise due to factors such as pending feedback, inter-departmental approvals, or other unforeseen external dependencies. Kindly Clarify	As per RFQ cum RFP

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43	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	103	8	Termination of the Contract	NA	<p>We note that the current RFP clause does not provide any termination rights to the Consultant, unlike the provisions typically included in similar government contracts. In the interest of maintaining contractual balance and to address exceptional circumstances that may be beyond the Consultant's control, we respectfully request the Authority to consider including following clause as termination right for the Consultant.</p> <p>"The Consultant may suspend or terminate the Contract, by not less than thirty (30) days' written notice of termination to the Client, in case:</p> <p>a) The Client does not make the payment to the Consultant; or</p> <p>b) The Client does not adhere to the arbitration judgment; or</p> <p>c) If the Consultant determines that a law, regulation or anything having similar import, or circumstances (including cases where the Client's ownership or constitution has</p>	As per RFQ cum RFP
44	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	107	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	<p>In line with standard industry practice and to ensure fair risk allocation, we request the Authority to consider the following :</p> <p>a) The Consultant's indemnity obligations shall be capped at the total fees paid under the contract; and</p> <p>b) The Consultant shall be liable to indemnify the Authority only for losses that are judicially determined, at actuals, and solely attributable to the Consultant.</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
45	RFQ cum RFP - Volume II Annexure 15 - Draft Contract Agreement	108	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 the Authority to kindly consider revising the clause as follows to provide a clear and reasonable time-bound framework: Proposed Modified Clause: "The clauses of this Agreement, which by their nature ought to survive termination, shall remain in effect for a period of one (1) year following the termination or expiry of this Agreement."	As per RFQ cum RFP
46	RFQ cum RFP	12	1.4	Schedule of the bidding process	Last date of submission of RFQ cum RFP (a) Submission of Financial Bid – 05.07.2025 (b) Submission of Technical Bid (Hard Copy) – 05.07.2025	Requesting you to kindly extend the bid due date by two weeks. Considering the detailing required in preparing a comprehensive and competitive proposal such time is required. <u>Proposed Suggestion:</u> "Last date of submission of RFQ cum RFP (a) Submission of Financial Bid – 19.07.2025 (b) Submission of Technical Bid (Hard Copy) – 19.07.2025"	As per RFQ cum RFP
47	RFQ cum RFP	31	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	Requesting you to kindly consider experience in last 15 years instead of 10 years. <u>Proposed Suggestion:</u> "Minimum desired experience in last 15 years for any of the Indian States/ UTs/ Central Ministries/ Multilateral agencies"	As per RFQ cum RFP
48	RFQ cum RFP	32	2.22.4	Pre-qualification/eligibility criteria for the applicants – Technical Strength		We believe credentials of Central/ State PSUs as well as State/ Central Government Departments will be eligible. Requesting you to kindly clarify on the same. If not, requesting you to kindly consider the same.	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
49	RFQ cum RFP	33	2.22.5	Pre- qualification/ eligibility criteria for the applicants – Financial Strength	1. Average Annual Turnover of Company/ Firm/ Consortium from consultancy for previous 3 audited financial years	CRISIL being a part of S&P Global follows calendar years instead of financial years. Requesting you to kindly clarify whether average annual turnover of last 3 calendar years will be eligible. If not, requesting you to kindly consider the same. <u>Proposed Suggestion:</u> "1. Average Annual Turnover of Company/ Firm/ Consortium from consultancy for previous 3 audited financial years/ calendar years (as applicable)"	As per RFQ cum RFP
50	RFQ cum RFP	39	3.3	Project Team	1. Anyone of the Team Leader, Industrial Infrastructure Expert or Policy Expert should have worked on at least 2 engagements of industrial development in Gujarat	Requesting you to kindly consider experience of other states also without restricting to Gujarat. <u>Proposed Suggestion:</u> "1. Anyone of the Team Leader, Industrial Infrastructure Expert or Policy Expert should have worked on at least 2 engagements of industrial development in Gujarat or any other states"	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
51	RFQ cum RFP					We request you to kindly incorporate the following clause on Limitation of Liability as given below in the RFP after Clause No.- 7.3: <i>"In no event will Consultant be liable for any consequential, incidental, indirect, punitive or special losses or damages (including loss of profits, data, anticipated savings, business or goodwill), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages. The total aggregate liability of Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to the fees paid or payable by the Client under this agreement."</i>	As per RFQ cum RFP
52	RFQ cum RFP	26	2.13. Sub clause- 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 for inclusion of hand delivery option for the submission of applications.	As per RFQ cum RFP
53	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Category I: Action Plan/ Strategy Plan At least 1 engagement to develop action plan/strategy plan for Industries Department/industries related authority for any of the Indian States/ UTs/ Central Ministries	It is understood that vision plan, strategy, action plan, implementation road map, investment promotion plan, sector development & promotion plan, and capacity building plan would be considered eligible under this category. Please confirm.	As per RFQ cum RFP
54	RFQ cum RFP	32	2.22.4	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.	If all activities outlined under (categories I, II, and III) of the eligibility criteria are executed in one assignment (within a PMU/PMC setup), can such project be considered in each of the three categories. Please clarify.	As per RFQ cum RFP

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55	RFQ cum RFP	33	2.22.5.	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	General Instructions: If audited financial sheets for FY 2024-25 are not available, in that case, the bidder has to submit un-audited/ Provisional financial sheets for FY 2024-25 certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.	It has been clarified by the Finance Team that we will not be able to provide unaudited/provisional financial statements for FY24-25. For FY24-25 only provisional turnover and networth certificates from CA/Statutory Auditor above a specified limit can be made available. Hence, request for consideration of previous three years as FY2021-22, FY2022-23, FY 2023-2024 .	Yes. Audited financial sheets for last three financial years as FY 2021-22, FY 2022-23 and FY 2023-24 will be considered
56	RFQ cum RFP	38	3.2.3	Sub Departments of Industries and Mines Department	-	The list of departments doesnot explicitly mention MSME Commissionerate hence, please confirm its inclusion.	All sub departments of Industries and Mines Department, Government of Gujarat will be part of the scope except Tourism and Aviation department
57	RFQ cum RFP	39-40	3.4	Period of Assignment and Payment Terms	1. AS-IS Assessment and Gap Analysis Report - 15% (Date of LoA ('T')+ 2 weeks) 2. Draft Action Plan Report - 55% (T + 8 weeks) 3. Final Action Plan Report, after incorporating all comments - 30% (Within 1 week of receipt of all comments)	Please revise the terms as below: 1. Team Mobilization: 15% (T + 2 weeks) 1. AS-IS Assessment and Gap Analysis Report - 15% (T + 6 weeks) 2. Draft Action Plan Report - 55% (T + 16 weeks) 3. Final Action Plan Report, after incorporating all comments - 15% (T + 20 weeks)* <i>* Max 2 weeks for inputs from respective Departments and 2 weeks for finalization of the report.</i>	As per RFQ cum RFP
58	RFQ cum RFP	45	4.3 Sub clause- 4.3.2	Evaluation of Bids A. Technical Evaluation: Notes: Point no. 2	The projects submitted for Technical Qualification shall be different from the projects submitted in the Pre-qualification Evaluation.	We recommend allowing the same projects to be considered in both the stages (Technical qualification and Pre-Qualification Evaluation). This unnecessarily limits the chance of a relevant project from technical evaluation/scoring.	As per RFQ cum RFP

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59	RFQ cum RFP	84	Annexure 11	Total Price of the Services	Price Component: Person-Month Rate	As per point no.1 in the Price Component table, the rate is sought on the basis of Person-Month , understanding that payment in this project is deliverable based, thus we request you to seek lumpsum price quote for the project.	As per RFQ cum RFP
60	RFQ cum RFP	101	Annexure 15 Point 5	Time schedule for the Assignment	The total time frame for carrying out the assignment would be 9 weeks from start i.e. from the date of signing of Agreement.	We request that the timeline for the assignment be extended to at least 16 weeks , considering the nature and complexity of the work involved with 11 departments and sub-departments — including engagement with multiple stakeholders and time-consuming activities such as data collection, in-depth analysis, and validation processes.	As per RFQ cum RFP
61	RFQ cum RFP	106	Annexure 15 Point no-15	Force Majeure	Request to include the following in Force Majeure Clause	Kindly amend the following clause in this section Force Majeure- (i) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services. (ii) Where consultant Personnel are required to be present at Client's premises, consultant will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to	As per RFQ cum RFP

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62	RFQ cum RFP	12	1.4	Last Date of Submission of RFQ cum RFP	Due Date: 05.07.2025, 17:00 hrs	Request to provide clear 2 weeks of time from the date of reply of the pre-bid queries/corrigendum for submitting the proposal.	As per RFQ cum RFP
63	RFQ cum RFP	13	2.1.4	2.1. General Terms of Bidding	2.1.4. The Bidder should submit a Power of Attorney as per the format at Annexure - 2, authorising the signatory of the Bid to commit the Bidder.	It is requested to consider ' Board Resolution ' as well, for authorising the signatory of the bid	Yes, it will be considered.
64	RFQ cum RFP	26	2.13.2	2.13. Bid Due Date (Bid Application submission process)	2.13.2. All applications should be submitted through RPAD speed Post or Courier only. Applications through Hand Delivery shall not be accepted. No applications after the due date shall be considered for the evaluation.	It is requested to kindly consider hand delivery sealed applications in order to mitigate the risk of non-delivery / delay by RPAD speed post or courier service.	As per RFQ cum RFP
65	RFQ cum RFP	29	2.21.2	2.21. Performance Security	2.21.2 An amount equal to 3% (Three per cent) of the Consultant Agreement Value shall be deemed to be the Performance Security in the form of Bank Guarantee (BG) (as per Annexure 12) from any nationalised/scheduled commercial bank in India for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.	It is requested to reduce the Performance Bank Guarantee (PBG) to 2% (from 3%).	As per RFQ cum RFP
66	RFQ cum RFP	31	2.22.4.	2.22. Eligibility Criteria	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	i) Kindly clarify whether experience with Indian States/ UTs is the experience with State Governments/UTs exclusively or experience with private clients in the States/ UTs can also be included. ii) It is requested to kindly consider experience with Indian Private Clients along with Indian states/ UTs/ Central Ministries/ Multilateral agencies	As per RFQ cum RFP

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67	RFQ cum RFP	35	3.1	3. Terms of Reference	Objectives of Action Plan 2035 for Industries and Mines Department	i) It is assumed that GIDB will assist the Consultant to co-ordinate with IMD/ Sub Departments for collection of requisite information/ data relevant to the assignment. Kindly confirm. ii) It is assumed that the Consultant would not need to verify the information/data received by IMD/ Sub Departments and would consider the information/ data to be correct. Kindly confirm.	As per RFQ cum RFP
68	RFQ cum RFP	36	3.2.1. (c)	3.2. Scope of Work	AS-IS Assessment and Gap Analysis	Please share more details on the applicable global policies/ laws and regulations pertaining to Industrial Development.	As per RFQ cum RFP
69	RFQ cum RFP	36	3.2.2. (b)	3.2. Scope of Work	Identify Shelf of Projects with phase wise action plan a. Based on the gap analysis and projecting future requirements, the Projects pertaining to the Industries and Mines Department/Sub Departments shall be identified. b. MoUs signed during Vibrant Gujarat Global Summit 2024 and other/earlier Summits shall be considered.	i) Given the short time frame it is request to kindly remove the scope of gap analysis and future needs i.e. "Based on the gap analysis and projecting future requirements, the Projects pertaining to the Industries and Mines Department/Sub Departments shall be identified." ii) It is assumed that the details of the MoUs signed during VGG 2024 and other earlier summits will be shared by GIDB. Kindly confirm.	As per RFQ cum RFP
70	RFQ cum RFP	37	3.2.3. (c)	3.2. Scope of Work	Action Plan Analysis of budgetary allocation for the department/sub departments in past five years.	It is assumed that the budgetary allocation for the department/ sub-department in the past five years and with any subsequent details will be provided by GIDB. Kindly confirm.	As per RFQ cum RFP

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71	RFQ cum RFP	37	3.2.3. (f)	3.2. Scope of Work	Action Plan Estimation of the physical and financial resources needed for the development and operation of the project.	i) It is requested to kindly remove the clause as estimation of physical and financial resources will require various assumptions and detailing which may be time consuming and subjective. ii) If the clause is kept, then suggestion is for the assumptions to be mutually decided by GIDB and Consultant for estimation of physical and financial resources. Kindly confirm.	As per RFQ cum RFP
72	RFQ cum RFP	37	3.2.3. (g)	3.2. Scope of Work	Action Plan Identification of suitable locations for implementation of the proposed projects	i) It is requested to kindly remove the scope from the engagement as it will require considerable amount of time to identify a specific location for individual identified projects. ii) If the scope is not removed, then kindly limit the location to be identified to be a district.	As per RFQ cum RFP
73	RFQ cum RFP	37	3.2.3. (h)	3.2. Scope of Work	Action Plan Identify the benefits of development of the projects, including estimation of economic growth targets, sector specific employment opportunities and projects investments.	i) It is requested to kindly remove the clause as estimation of economic growth targets, sector specific employment opportunities and projects investments will require various assumptions and detailing which may be time consuming and subjective. ii) If the clause is kept, then suggestion is for the assumptions to be mutually decided by GIDB and Consultant for estimation of economic growth targets, sector specific employment opportunities and projects investments. Kindly confirm.	As per RFQ cum RFP

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74	RFQ cum RFP	38	3.2.3	Action Plan	The consultant shall suggest a comprehensive and holistic implementation strategy for the proposed Action Plan. This should include, but not limited to, priority of projects within action plan, action to be initiated in the department/sub departments, identification of critical factors/infrastructure facilities such as common infrastructure requirements etc. in successful implementation of the Action Plan.	We understand that the project shall be prepared by reviewing existing plans of State government and inputs from concerned govt agencies if they have planned any other infrastructure project in addition to the ones identified through review of existing GoG vision plans like TFC report, Viksit Gujarat 2047 etc. Please confirm	As per RFQ cum RFP
75	RFQ cum RFP	38	3.2.3	Action Plan	The report shall be prepared for following Sub Departments of Industries and Mines Department: <ul style="list-style-type: none"> • Commissioner of Geology and Mining • Dholera Special Investment Region Development Authority • Industries Commissionerate • Gujarat Infrastructure Development Board • Gujarat Industrial Development Corporation • Gujarat Petroleum, Chemicals and Petrochemicals Special Investment Region Development Authority • Gujarat Rail Infrastructure Development Corporation Limited • Industrial Extension Bureau • Mandal Becharaji Special Investment Region • Gujarat Mineral Development Corporation Limited • Commissioner of Cottage Industries 	It is to be noted that except Dholera SIR Development Authority, Gujarat Industrial Development Board, Gujarat Industrial Development Corporation, PCPIR Development Authority, and Mandal Becharaji SIR, none of the departments are involved in infrastructure planning & development. Hence, it is requested to kindly remove rest of the departments from the action plan.	As per RFQ cum RFP
76	RFQ cum RFP	38	3.3	3.3 Project Team	The Consultant would be required to form a multi-disciplinary Project Team, including other sectoral experts required for delivering the scope of this assignment. The bid evaluation shall be done based on the profiles of following key personnel: 1. Education/ Experience/ Knowledge of 'Team Leader' - 15+ years of experience in preparing development strategies or action plan or vision for the country or state or industries department.	It is requested to reduce the minimal years of work experience for the 'Team Leader' position to be 10 years with education qualification of post graduation in any discipline and candidate of at least 5 years will get preference having experience in preparing development strategies or action plan or vision for the country or state or industries department.	As per RFQ cum RFP

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77	RFQ cum RFP	39	3.3	3.3 Project Team	<p>The Consultant would be required to form a multi-disciplinary Project Team, including other sectoral experts required for delivering the scope of this assignment. The bid evaluation shall be done based on the profiles of following key personnel:</p> <p>2. Education/ Experience/ Knowledge of Industrial Infrastructure Expert - Relevant Post Graduate Degree in Engineering, Management or Planning with 10 years of Experience in Industrial Infrastructure sector</p>	<p>It is requested to reduce the minimal years of work experience for the 'Industrial Infrastructure Expert' position to 6 years with education qualification of post graduation in any discipline and candidate of atleast 3 years will get preference having experience in industrial infrastructure sector.</p>	As per RFQ cum RFP
78	RFQ cum RFP	39	3.3	3.3 Project Team	<p>The Consultant would be required to form a multi-disciplinary Project Team, including other sectoral experts required for delivering the scope of this assignment. The bid evaluation shall be done based on the profiles of following key personnel:</p> <p>3. Education/ Experience/ Knowledge of 'Policy Expert' - Relevant Post Graduate Degree in Engineering, Management or Planning with 10 years of Experience in Policy Creation.</p>	<p>It is requested to limit/reduce the minimal years of work experience for the 'Policy Expert' position to 6 years with education qualification of post graduation in any discipline and candidate of atleast 3 years will get preference having experience in policy creation, policy monitoring, and policy implementation.</p>	As per RFQ cum RFP
79	RFQ cum RFP	39	3.3	3.3 Project Team	<p>The Consultant would be required to form a multi-disciplinary Project Team, including other sectoral experts required for delivering the scope of this assignment. The bid evaluation shall be done based on the profiles of following key personnel:</p> <p>4. Education/ Experience/ Knowledge of 'Support Team Members' - Having a graduate degree from a reputed institution with at least 5 years of experience of various areas such as industrial development/policy preparation/GIDCs etc.</p>	<p>It is requested to reduce the minimal years of work experience for the 'Support Team Members' position to 2 years</p>	As per RFQ cum RFP

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80	RFQ cum RFP	39	3.4	3.4. Period of Assignment and Payment Terms	The breakup of the period of assignment and payment terms for the assignment as per the Terms of Reference are as follows: 1. Timeline for submission from date of signing agreement for 'AS-IS Assessment and Gap Analysis Report' is Date of LoA ('T')+ 2 weeks	It is requested to kindly increase time-period for the 'AS-IS assessment and Gap analysis report' to be submitted after 4 weeks from the date of LoA (Date of LoA ('T')+ 4 weeks), as there is dependency of collection and receipt of data from various Departments	As per RFQ cum RFP
81	RFQ cum RFP	40	3.4	3.4. Period of Assignment and Payment Terms	The breakup of the period of assignment and payment terms for the assignment as per the Terms of Reference are as follows: 2. Timeline for submission from date of signing agreement for 'Draft Action Plan Report' is Date of LoA ('T')+ 8 weeks	It is requested to kindly increased the 'Draft Action Plan Report' to be submitted by 8-10 weeks from the date of submission of 'AS-IS assessment and Gap Analysis report' .	As per RFQ cum RFP
82	RFQ cum RFP	40	3.4	3.4. Period of Assignment and Payment Terms	The breakup of the period of assignment and payment terms for the assignment as per the Terms of Reference are as follows: 3. Timeline for submission from date of signing agreement for 'Final Action Plan Report' is ' within 1 week of receipt of all comments'	It is requested to kindly provide atleast 2 weeks for addressal of the comments for submitting the 'Final Action Plan Report'	As per RFQ cum RFP
83	RFQ cum RFP	40	3.5	3.5. Deliverables/ Reports/ Documents	The consultant has to submit 10 hardcopies along with soft copies of each deliverable for reviewing, comments and approval.	It is requested to kindly consider submission of soft copies of each deliverable (instead of hard copies), as aligning with the clause will requires submission of hard copies for every revised version of the deliverables.	As per RFQ cum RFP
84	RFQ cum RFP	42	3.9	3.9 Responsibility of the Consultant	The Consultant shall collect all the relevant preliminary & secondary information, relevant documents from the State & Central government departments/ Government Agencies;	We request client's support in undertaking the same in form of issuance of letter indicating to support the consultant and stating about consultants appointment. In addition, in cases where there is delay in response, client may step in and support in the same. Please confirm	As per RFQ cum RFP
85	RFQ cum RFP	46	4.3.5	4.3. Evaluation of Bids	4.3.5. The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage.	It is requested for the score of technical proposals to be 80% weightage and that of financial proposals to be 20% weightage .	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
86	RFQ cum RFP	-	No Clause	Limitation of Liability	No Clause	<p>Client is requested to limit consultants liability to 1X of the total contract value. Further, Client is requested to include the clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable.</p> <p>Client is requested to include the below clause: "Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from</p>	As per RFQ cum RFP

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87	RFQ cum RFP	27	2.17	2.17 Confidentiality	<p>2.17. Confidentiality</p> <p>2.17.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.</p>	<p>Client is requested 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:</p> <p><i>"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</i></p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
88	RFQ cum RFP	96	3.5 (a), (b) and (d)	3.5 Confidentiality	<p>3.5 Confidentiality</p> <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</p>	<p>Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p><i>"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."</i></p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
89	RFQ cum RFP	41 and 49	3.6 and 4.11	3.6. Custody of Reports/ Data etc. 4.11 Proprietary Data	<p>3.6. Custody of Reports/ Data etc. All documents received from the Authority, shall remain in the custody of the Consultant during the period of assignment only and shall be used exclusively in connection with the Services and shall not be made use of for any other purpose. These shall be carefully preserved by the Consultant till the completion of the job and shall be handed over to the client on preparation of final report or on termination of the contract.</p> <p>4.11 Proprietary data 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</p>	We request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement.	As per RFQ cum RFP
90	RFQ cum RFP	100	4.2	4.2. Payment Terms	d. The above table does not include the time taken for granting approvals by Government of Gujarat (GoG)/ Authority/ Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by Authority.		As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
91	RFQ cum RFP	103	8.1	8.0 Termination of the Contract	<p>8.1 The Authority reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Authority. Authority reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the Authority may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to Authority within 30 days of termination date.</p>	<p>We request deletion of this clause. There are several remedies in contract and law available to the client for such breach.</p> <p>If the above mentioned suggestions are not mutually arrived upon, then We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
92	RFQ cum RFP	103	8.1, 8.2 and 8.3	8.0 Termination of the Contract	<p>8.1 The Authority reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Authority. Authority reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the Authority may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to Authority within 30 days of termination date.</p> <p>8.2 The Authority reserves the right to cancel the contract by giving 15 days'</p>	<p>We request client to delete this ground for termination as satisfaction of one party is subjective and needs to be limited to breach of the obligation. There are several remedies in contract and law available to the client for such breach.</p> <p>To uphold the principles of natural justice, we request client to notify us and give a rectification period of at least 30 days, prior to invoking this clause.</p> <p>Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought.</p> <p>Request modification/deletion of this</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
93	RFQ cum RFP	-	No Clause	Regarding protection of pre-existing IPR	No Clause	<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 be not be able to use these in providing services to you in order to protect our ownership in them.</p> <p>We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>"Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
94	RFQ cum RFP	-	No Clause	Acceptance Criteria	No Clause	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>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</p>	As per RFQ cum RFP
95	RFQ cum RFP	-	No Clause	Third party disclaimer	No Clause	<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

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
96	RFQ cum RFP	60	Annexure 1 (C) Certificate from the Statutory Auditor	Annexure 1 (C)	Certificate from the Statutory Auditor Instructions: 5. The Bidder shall also provide the name and address of the Bankers to the Bidder.	Kindly provide clarity on the statement, as to what exact details (name and address of the bankers) are to be submitted and from which 1st party to 2nd party, as both the parties mentioned are labelled as 'Bidder'.	As per RFQ cum RFP
97	RFQ cum RFP	59	Annexure 1 (C) Format for Pre-Qualification Proposal (Financial Strength)	Annexure 1 (C)	Format for Pre-Qualification Proposal (Financial Strength) This is to certify that as per Audited Financial Statements of ("Name of Single Entity Bidder") for the period FY 2024-25, FY 2023-24, FY 2022-23, the other relevant documents maintained by ("Name of Single Entity Bidder/ Consortium Member 1/ Consortium Member 2"), the Annual Turnover details from Consultancy/ Advisory Services [excluding IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), Statutory Audit and Taxation Services] and Net Worth for the said three financial years of ("Name of Single Entity Bidder/ Consortium Member 1/ Consortium Member 2") are as follows:	Kindly provide clarity on the whether the Net worth details are required for only FY 2024-25 (as requested in the table) or for three financial years as mentioned in the statement shared.	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
98	RFQ cum RFP	-	No Clause	Leveraging credentials of Network Firms	No Clause	We would like to submit that PwC, like other similarly placed consulting firms, is not structured like a typical MNC, but operates as a network of firms under a common brand name, wherein each Network Firm is a separate and independent legal entity. These Network Firms often collaborate and share relevant skills and knowledge with each other in order to leverage the best global practices to enhance the services being rendered to their clients. We accordingly request you to allow Bidders to leverage the credentials and/or resources of such Network Firms to demonstrate our collective capabilities.	As per RFQ cum RFP
99	RFQ cum RFP	105	Clause no. 12	Limitation of Liability	12.0 Liability In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Authority. However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1.	Client is requested 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
100	RFQ cum RFP	-	No Clause	Confidentiality Obligations	No right to disclose client name or project for citation / reference purposes	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
101	RFQ cum RFP	107	Clause no. 17	17.0 Indemnity	<p>17.0 Indemnity</p> <p>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.</p>	<p>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.</p> <p>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.</p>	As per RFQ cum RFP
102	RFQ cum RFP	104	Clause no. 10	10.0 Compliance with laws, statutes, rules and regulations of Government / local authority	<p>10.0 Compliance with laws, statutes, rules and regulations of Government / local authority</p> <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</p>	<p>Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
103	RFQ cum RFP	-	No Clause	Indemnity	No Clause	<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 Defense 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</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
104	RFQ cum RFP	13 and 97	Clause 2.1.9 and Clause 3.6	Conflict of Interest / Related Party	<p>2.1.9. 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. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, 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. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:</p> <p>(i) such Bidder, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its consortium member (the "Member") or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this</p>	<p>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.</p>	As per RFQ cum RFP
105	RFQ cum RFP	29	2.21.1 (b)	Conflict of Interest / Related Party	<p>2.21. Performance Security</p> <p>2.21.1 The Applicant, by submitting its Application pursuant to this RFQ cum RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFQ cum RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <p>(b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.1.9;</p>	<p>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.</p> <p>Hence, we request deletion of this clause.</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
106	RFQ cum RFP	102	7.2	Liquidated Damages for late submission	<p>7.2 Liquidated Damages for late submission</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 client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.</p> <p>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.</p> <p>We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.</p>	As per RFQ cum RFP
107	RFQ cum RFP	47	4.5.1	4.5 Availability of Personnel	<p>4.5 Availability of Personnel</p> <p>4.5.1 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.</p>	<p>There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make disqualification and forfeiture inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
108	RFQ cum RFP	100	4.2 (c)	4.2 Payment terms	<p>4.2 Payment Terms: The payment for the assignment shall be paid as follows:</p> <p>c. The consultant shall be responsible for the set of deliverables on a timely basis. The quality and timeliness of these deliverables shall directly affect the payment terms;</p>	<p>Time is of Essence</p> <p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.</p>	As per RFQ cum RFP
109	RFQ cum RFP	94	3.2	3.2 Records Audit	<p>3.2 Records During the subsistence of this Agreement and two years from the date of completion of the assignment, the Consultant shall permit the duly authorized representative of the Authority, (after reasonable advance notice is served on the Consultant), from time to time to inspect its records and accounts relating to the Services and to make copies thereof and shall permit the Authority or any person authorized by the Authority, from time to time, to audit such records and accounts during and after the services.</p>	<p>We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
110	RFQ cum RFP	97	3.8	3.8 Insurance	<p>3.8 Insurance</p> <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>	<p>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.</p>	As per RFQ cum RFP
111	RFQ cum RFP	108	18.4	18.4 Survival	<p>18.4 Survival</p> <p>The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.</p>	<p>We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract</p>	As per RFQ cum RFP

S.N.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
112	RFQ cum RFP	31 and 63	2.22.3 and Annexure 1(e)	2.22.3. Pre – qualification/ Eligibility criteria for the applicants - General (Pre-qualification requirement/declaration regarding blacklisting / debarment)	<p>2.22.3. Pre – qualification/ Eligibility criteria for the applicants - General The Applicant must submit an undertaking for each of the following:</p> <ul style="list-style-type: none"> • The Company / Firm should not have suffered bankruptcy / insolvency in the last five years in the format specified at Annexure 1 (D) of this RFQ cum RFP; • The Company / Firm should not have been currently blacklisted by any Government/ Public Sector Organization in the format specified at Annexure 1 (E) of this RFQ cum RFP; • The Company/Firm should not have abandoned Consultancy Assignments/ Construction Supervision Assignments/ projects/ contract works in-complete in the format specified at Annexure 1 (F) of this RFQ cum RFP; <p>Annexure 1 (E) Format for Declaration of Blacklisting by any Government/ Public Sector Organization (to be submitted on the letterhead of the Sole Applicant/ Each Consortium Member)</p>	<p>We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding 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.</p> <p>We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.</p>	As per RFQ cum RFP