

**Response to Pre-Bid Queries raised by the Consultant - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**

Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
1	RFQ Cum RFP						<b>Consultants are requested to complete the online submission process at the earliest without waiting for the last date of submission due to last minute submission rush on Nprocure website</b>
2	RFQ Cum RFP	10	1.2	Schedule of Bidding Process	Submission of Technical Bid (Hard Copy)- 10th July 2019	We request the authority to kindly provide 15 working days once the reply to the pre-bid queries is issued.	As Per RFQ cum RFP Document
3	RFQ cum RFP	10	1.2	Schedule of the bidding process	<b>Submission of Financial Bid (online):</b> T+27th GoG working Day, Submission of Technical Bid (hard Copy): T+31st GoG working Day	Generally, Financial bid submission is along with or after the technical bid submission. It is requested to consider the financial bid submission (online) deadline along with technical bid submission.	As Per RFQ cum RFP Document
4	RFQ cum RFP	11	2.1	General Terms of Bidding	The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be.	We request the authority to kindly amend this clause as follows: "The term applicant (the "Applicant") means the Sole Firm or the Consortium, as the case may be."	Please Refer Corrigendum 1.
5	RFQ cum RFP	11	2.1.1.	General terms of bidding	In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of maximum two firms (the "Lead Member") in response to this invitation.	Since there are 20 different sectors for which PMU support is required, we request that the Client increases the no. of consortium members to atleast 4. We also request the Client to allow appointment of sub-consultant's.	Please Refer Corrigendum 1.
6	RFQ cum RFP	11	2.1.4	General terms of bidding	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.	We request the Client to also consider company board resolution that highlights the authorized signatory's of the respective consultancy firm.	Agreed
7	RFQ cum RFP	13	2.2	In case of Consortium	The Team Leader must be a full time employee of any Member of the Consortium.	We request the authority to kindly drop this condition.	Please Refer Corrigendum 2.
8	RFQ cum RFP	13	2.2	In case of Consortium	The Team Leader must be a full time employee of any Member of the Consortium.	GIDB may take a call, that in case of Consortium LEAD MEMBER is the responsible entity and for Client's favour having TEAM LEAD from LEAD MEMBER is the normal industry practice.	Please Refer Corrigendum 2.
9	RFQ cum RFP	14	2.5.1	Site visit and Verification of the information	Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, availability of essential infrastructure (i.e. power, water, waste water etc.), access to site, weather data and ascertaining for applicable laws and regulations, and any other matter considered relevant by them	We understand that the there is no project site short-listed as on date since the project's itself are supposed to be identified by the consultant. Please confirm.	Please Refer Corrigendum 3.
10	RFQ cum RFP	14	2.5	2.5.1 Site Visit and Verification of Information	Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, availability of essential infrastructure (i.e. power, water, waste water etc.), access to site, weather data and ascertaining for applicable laws and regulations, and any other matter considered relevant by them	Please clarify the location of the sites which are being referred to here	Please Refer Corrigendum 3.
11	RFQ Cum RFP	14	2.5	Site Visit and Verification of Information	Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, availability of essential infrastructure (i.e. power, water, waste water etc.), access to site, weather data and ascertaining for applicable laws and regulations, and any other matter considered relevant by them.	The document states that the objective of selecting the consultant is for handholding and providing assistance to the authority. Due to lack of project details it is difficult for the bidders to visit the site and verify the data, Hence kindly clarify on the same.	Please Refer Corrigendum 3.
12	RFQ cum RFP	14	2.5	Site Visit and Verification of Information	Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, existing infrastructure facilities, location, surroundings, climate, availability of essential infrastructure (i.e. power, water, waste water etc.), access to site, weather data and ascertaining for applicable laws and regulations, and any other matter considered relevant by them	In the scope of services it is mentioned that the consultant has to identify and screen the projects. However, this clause mentions about ascertaining the site conditions before bidding. Request you to kindly clarify whether list of projects and site locations for them have already been identified or needs to be identified by the consultant. If the list of projects & site locations are identified, kindly provide the same. If not, it is requested to modify the relevant clause accordingly.	Please Refer Corrigendum 3.
13	RFQ cum RFP	14	2.5	Site Visit and Verification of Information	Bidders are advised to submit their respective bids after visiting the project site and ascertaining for themselves the site conditions, existing infrastructure, access to site, etc.	It is requested kindly to elaborate on Project Site and some clarity on the envisaged projects as of now for better appreciation of all the bidders.	Please Refer Corrigendum 3.
14	RFQ cum RFP	18	2.10.2	Format and Signing of Bids	The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink	Request to allow placing the e-signature of the authorized signatory on each page due to the potential volume of the bid	Agreed
15	RFQ cum RFP	19	2.11.4	Consortium	In case of Consortium, Format for Joint Bidding Agreement (in case of Consortium) in the format of Annexure 3 A.	As a matter of our Firm's policy, the Firm does not enter into any formal consortium arrangements or agreements. Where there is a need to involve or be in alliance with other service providers one party will take the lead (with the client) and the other parties will be sub-consultants/sub-contractors. Request you to kindly allow us to submit a 'Sub-Consultant' Agreement. The content can be in line with the Joint bidding agreement already mentioned in the RFP	Please Refer Corrigendum 4.
16	RFQ cum RFP	19	2.11.5	Experience of the Firm	Listing maximum relevant 20 projects in each completed and on-going projects category in the format of Annexure 4 illustrating firm and associate firm(s) experience	Do we need to mention 20 projects each in ongoing and completed categories or overall 20 projects bifurcated into ongoing and completed? Please clarify the same.	As Per RFQ cum RFP Document
17	RFQ cum RFP	19, 72	2.11.5 Clause 1	Envelope B - The Technical Proposal	Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and listing maximum relevant 20 projects in each completed and on-going projects category in the format of Annexure 4 illustrating firm and associate firm(s) experience  Annexure 4  (a) Experience in PPP Infrastructure Project Transaction Advisory Services in PPP Mode1 having project cost of more than Rs 250 crores; AND  (b) At least three completed and three on-going Experience in working as Project Management Unit with minimum of two years with Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period;	There are 2 category of projects. Please clarify:  1) If 20 completed and 20 on-going projects are to be furnished in each category. This translates to providing 80 project details for 30 marks  2) In Annexure 4 – Category 2, it suggests that the "Received fee should be Rs 50 lacs". Please clarify if Auditor certificate is to be provided to substantiate the claim or self - certification would suffice  3) 20 projects with a minimum duration of 2 years as the PMC is restrictive and we request if the 2 years could be relaxed to 6 months. Fee of a 6 month PMC engagement is usually more than Rs 50 lacs  4) We request that 20 projects in each category be provided irrespective of their status "ongoing or completed" which translates to a total 40 projects under "Firm Experience".	20 projects is maximum limit. Please Refer Corrigendum 5.

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18	RFQ cum RFP	20	2.11.5 Clause 1	Envelope B - The Technical Proposal	Only the on-going projects which have been completed up to more than 80% will be considered for evaluation.	Please clarify how is 80% be computed, is it on the basis of payment received or time duration of the project.  Additionally, we request you to relax this clause and allow any ongoing project. Infrastructure projects have long duration. For instance if a PMC contract worth Rs 20 crore for 10 years is awarded in 2015, then it will not qualify as it may not meet the 80% criteria either in terms of the payment or the duration. But being appointed as the PMC for such a large project reflects the capability of the firm	Please Refer Corrigendum 5.
19	RFQ cum RFP	20	2.11.5 Clause 1	Envelope B - The Technical Proposal	ii) General approach and methodology and work and staffing schedule  iv) Time schedule for professional personnel in the format of Annexure 8	Please clarify the difference in the staffing schedule as part of point (ii) and point (iv)	point (ii) refers to Methodology and point (iv) refers to Staffing Schedule.
20	RFQ cum RFP	20	2.11.5	Envelope B - The Technical Proposal	i) Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and listing maximum relevant 20 projects in each completed and on-going projects category in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional material should be included). Only the on-going projects which have been completed up to more than 80% will be considered for evaluation.	In various government clients, the release of payments take time and hence even if projects are in advanced stages of completion the payment collection may be lagging. We understand that CA/ Auditor certificate reflecting the percentage of payment collected shall be considered for substantiating the progress on on-going projects. Hence, it is requested to consider projects for which more than 50% of payments have been collected.	Please Refer Corrigendum 5.
21	RFQ cum RFP	20	2.11.5	Experience of the Firm	Only the on-going projects which have been completed up to more than 80% will be considered for evaluation.	The criteria is too restrictive. Request you to please consider ongoing assignments irrespective of the % completion.	Please Refer Corrigendum 5.
22	RFQ cum RFP	21	2.11.5 Clause 2	Envelope B - The Technical Proposal	ix) Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees.	Request you to relax the clause of higher weightage to full time employees. The Experts should be evaluated on their past experience.  If not agreed then, please allow any full time employee irrespective of their association of less than 12 months with the firm	As Per RFQ cum RFP Document
23	RFQ cum RFP	21	2.11.5 Clause 2	Envelope B - The Technical Proposal	ix) The Client defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal	We request you to relax the clause stating the definition of the full time employee. A recent hire in a company who has adequate experience to deliver this project should also be considered.	As Per RFQ cum RFP Document
24	RFQ cum RFP	21	2.11.5.	Envelope B - The Technical Proposal	7.(x) The Client requires that each expert confirm that the content of his/her curriculum vitae (CV) is correct and the experts themselves should sign the certification of the CV. However, in particular cases, the Client may accept a senior officer of the Consultant signing the CVs on behalf of the experts.	The Annexure 7 mentions that CV signed by the concerned person will only be considered for evaluation whereas in 2.11.5 it is specified that CVs signed by senior officer on behalf of experts may also be considered. Please clarify.	As Per RFQ cum RFP Document
25	RFQ cum RFP	21	2.11.5	Envelope B - The Technical Proposal	iv). A Staffing Schedule indicating clearly the estimated duration in terms of person-months and the proposed timing of each input for each nominated expert using the format shown in Annexure 6.	1. This provision and Annexure 6 are not complementing each other, specifically person-month inputs and related details. This may please be made compatible. 2. RFP and/or TOR is not giving any inputs of team and support staff in terms of man-month. As such GIDB can provided such envisaged man-months for having all the bidders on equal platform. 3. GIDB may kindly see either giving all fixed man-months or indicative man-months will be in larger benefit of the good assignment.	Please Refer Corrigendum 5.
26	RFQ cum RFP	22	2.11.6	Envelope B - The Technical Proposal	A true copy of the technical proposal accompanying the Bid, as specified in Clause 2.11.3 above, shall be placed in hard binding	We request you to allow spiral binding considering the volume of the proposal.	Agreed.
27	RFQ cum RFP	22	2.11.6	Envelope B - The Technical Proposal	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. Each page thereof shall be initialled in blue ink by the authorised signatory. This copy of the documents shall be placed in a separate envelope and marked "Copy of Technical Proposal"	We request the Client to also allow spiral binding of proposal.	Agreed.
28	RFQ cum RFP	22	2.11.9	The Financial Proposal – to be submitted online	The financial quote should be inclusive all taxes. No additional finance will be provided under any other headings not mentioned in the financial quotation	Please clarify that the change (either increase or decrease) in rate of statutory taxes will be considered during invoice	As Per RFQ cum RFP Document
29	RFP	22	2.11.9	The Financial Proposal – to be submitted online	iii). The financial quote should be inclusive all taxes. No additional finance will be provided under any other headings not mentioned in the financial quotation.	Request the Authority to modify the clause as - iii). The financial quote should be <b>inclusive of all taxes except GST. GST shall be separately paid by the Authority at the prevailing rates.</b>	As Per RFQ cum RFP Document
30	RFQ cum RFP	22	2.11.9	The Financial Proposal – to be submitted online	ii). The financial proposal should list the costs associated with the assignment. These should cover remuneration for staff, accommodation, transportation, printing of documents and other project related expenditures.	1. It is sincerely requested to provided more clarity to this respect. TOR specifying the scoping related details how much effort is required on work front and then actual person-month requirement. This will help bidders to assess transportation, accomodation, printing, communication etc expenditures. Also this will help GIDB to receive comparable and equal footing bids for decion making. 2. We would like to suggest in kind appreciation of GIDB that scope and expectations of GIDB be made bit more clear to all the applicants for good support at your end. It seems really difficult to only price consolidated person-month rate again which is all inclusive means remuneration, transportation, printing, documentation etc. It appears even such quotation may not be appropriate for GIDB to avail services from the consultant where-in consolidated rate is in place for all experts, including support staff and above all the project related expenses. Your end may kindly ponder that at any given stage excercing control or getting more inputs on particular sector expertise would be really inviting troubles. 3. Such kind of assignment comes out as Technical Assitance and similar assignments are already GOG has executed. If need is felt the details can be shared to have two componenet one is technical feasibility/project preparation unit rates and another is expertise based person month unit rates. Where-in given unit of man-months as well as technical study/investigation/procurement units or numbers are indicative to have bids as competitive and on equal platform. Such inputs in both the componenets are controlled by Employer. Kindly do ponder and/or advise on this.	As Per RFQ cum RFP Document
31	RFQ cum RFP	22	2..11.9	The Financial Proposal – to be submitted online	iii). The financial quote should be inclusive all taxes. No additional finance will be provided under any other headings not mentioned in the financial quotation.	Kindly do clarify that the financial quote has to be inclusive of GST and evaluation also will happen with the cost inclusive of GST.	As Per RFQ cum RFP Document
32	RFQ cum RFP	23	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	We request you to allow hand delivery of proposals	As Per RFQ cum RFP Document
33	RFQ cum RFP	23	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	We request the Client to also allow hand delivery of the proposal.	As Per RFQ cum RFP Document

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34	RFQ cum RFP	24	2.20.1	Bid Security	2.20.1. The Bidder shall furnish as part of its bid, a Bid Security of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a demand draft issued by one of the nationalised/ Scheduled banks in India drawn in favour of Gujarat Infrastructure Development Board payable at Gandhinagar (the "Bid Security"), <del>must be submitted along with the Proposal</del>	It is requested that GIDB may ask for Bid Security as stipulated but in form of either Demand Draft or Bank Guarantee. For other similar assignments Bank Guarantees are the normally accepted.	As Per RFQ cum RFP Document
35	RFQ cum RFP	27	Clause 2.22.2	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Transaction Advisory Services Experience = Minimum 03 Projects Experience in working as PPP Infrastructure Project Transaction Advisory Services in PPP Model having project cost of more than Rs 250 crores  Project Management Unit Experience = Minimum 03 Projects Experience in working as PPP Infrastructure Project Transaction Advisory Services in PPP Model having project cost of more than Rs 250 crores	The Sectors are not clearly identified. Request to clarify that the required experience is for which sector. For example, experience of Transaction Advisory Services and PMC for urban transport sector is not relevant for power sector. Hence, if it is power sector, the experience will be for power sector only. Request to clarify and modify the qualification and evaluation criteria accordingly.	Any Infrastructure Sector excluding the Residential and Commercial building projects as per Schedule I of GID Act, 1999
36	RFP	27	2.22.2 & Annexure IV	Pre-qualification/ Eligibility	Minimum <b>03 Projects Experience</b> in working as PPP Infrastructure Project Transaction Advisory Services in PPP Model having project cost of more than Rs 250 crores  Bidder should on his own or as lead member of a consortium possess prior experience in providing Transaction Advisory Support (covering techno-economic feasibility studies, project structuring and bid process management) to Central/State Government agencies in <b>at least 3 (three) completed and at least 3 (three) on-going infrastructure projects</b>	Clarification on whether the project list should reflect THREE or SIX projects and whether it includes only the COMPLETED projects	Please Refer Corrigendum 6.
37	RFQ cum RFP	27	2.22.2	Pre-qualification/ Eligibility criteria for the applicants - Technical Strength	Project Management Unit Experience - <b>Minimum 03 Projects Experience in working as Project Management Unit</b> with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period.	The (Annexure 4, (iv), page 72 and clause 2.22.2 page 27) two clauses are different. It is requested to clarify the exact applicable condition.	Please Refer Corrigendum 6.
38	RFP	27	2.22.2	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	The lead company/ sole bidder should have undertaken/ completed the following projects of similar nature carried out in India:	Notes to Annexure 1(B) - Format for Pre-qualification Proposal (Technical Strength), states the following:  " Projects without the proof of experience [at least (for Completed Projects: Work Order, Agreement and Completion Certificate), (at least for on-going Projects: Work Order, Agreement and Statutory Audited tatement of last two Payment received)] will not be considered for evaluation".  Based on the above note, we understand that Bidders can claim completed and ongoing projects as eligible experience. Annexure 4 also states the Consultants shall showcase completed and on-going project experience.  Request the Authority to please clarify.	Please Refer Corrigendum 6.
39	RFQ cum RFP	27	2.22.2	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Minimum 03 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period  Minimum 03 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period;	We request you to kindly revise the clause as follows,  Minimum 02 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period  Minimum 01 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period;	Please Refer Corrigendum 6.
40	RFQ cum RFP	27	2.22.2	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Project Management Unit Experience: Minimum 03 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period	We request the Client to relax this criteria as Minimum 03 Projects Experience in working as Project Management Unit with minimum of one year Central Government/ State Government Agencies and received fees of at least INR 1 crore during the assignment period.	Please Refer Corrigendum 6.
41	RFQ cum RFP	<b>27</b>	Clause 2.22.2	Pre-qualification/ Eligibility criteria for the applicants - Technical Strength	<b>Transaction Advisory Services Experience</b> Minimum 03 Projects Experience in working as PPP Infrastructure Project Transaction Advisory Services in PPP Model having project cost of more than Rs 250 crores  <b>Project Management Unit Experience</b> Minimum 03 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period;	Under Clause 2.22.2-Technical Strength, it is mentioned that the minimum 3 projects experience in PMU with 2 years in state/central government agencies and received fee of at least Rs. 50 lakhs during the assignment.  However, in Annexure – 4 of the RFP, S.no (iii) under type of study, under (b) it is mentioned that "At least three completed and three on-going experience in PMU with 2 years in state/central government agencies and received fee of at least Rs. 50 lakhs during the assignment period".  You are requested to retain the minimum desired experience of "Minimum 3 on-going Projects Experience as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period" instead of the 3 completed and 3 on-going PMU experience (or) Please consider the experience of ongoing PMU which are substantially completed (more than 70%) over last 3 years.	Please Refer Corrigendum 6.
42	RFQ cum RFP	27	2.22.2	Pre-qualification / Eligibility Criteria for Applicants – Technical Strength Transaction Advisory Services Experience	Minimum 03 Projects Experience in working as PPP Infrastructure Project Transaction Advisory Services in PPP Model having project cost of more than Rs 250 crores	We understand that large PPP / Transaction advisory projects done in residential, commercial shall also be counted as eligible assignments.	PPP / Transaction advisory projects done in residential, commercial shall not be counted as eligible assignments
43	RFQ cum RFP	27	2.22.2	Pre-qualification / Eligibility Criteria for Applicants – Technical Strength Project Management Unit Experience	Minimum 03 Projects Experience in working as Project Management Unit with minimum of two years Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period	We understand that the experience gain as Project Management Consultancy / Technical Support Unit / Services (where the Team deploy at site / client office) also consider as eligible assignments.	Please Refer Corrigendum 6.

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44	RFQ cum RFP	27	2.22.2	Pre – qualification / Eligibility criteria for the applicants - <b>Technical Strength</b>	<b>Transaction Advisory Services Experience:</b> Minimum 03 Projects Experience in working as PPP Infrastructure Project Transaction Advisory Services in PPP Mode having project cost of more than Rs 250 crores	We understand that Infrastructure projects also includes Urban Infrastructure like Residential and Commercial development	PPP / Transaction advisory projects done in residential, commercial shall not be counted as eligible assignments
45	RFQ cum RFP	28	2.22.3	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years	Please clarify if the unaudited turnover for FY 2018-19 be considered Or The last 3 audited financial years will include FY 2017-18, FY 2016-17 and FY 2015-16	Please Refer Corrigendum 6.
46	RFQ cum RFP	28	2.22.3	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	Net worth of the Lead Bidder should be more than Rs 30 crore	Net worth is the amount by which the assets exceed the liabilities. Consulting firms are not asset heavy and hence Rs 30 crore is a higher amount for consulting firms to meet. Having a positive net worth should make the bidder eligible to qualify as against the quantum of the net worth. The quantum of net worth does not have a direct relationship with the quality of service delivery. Hence, request the authority to remove the limit on the value of net worth and revise the clause to the fact that the bidder has a positive net worth. We request the same to be applied to the other consortium member	Please Refer Corrigendum 6.
47	RFQ cum RFP	28	2.22.3	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	The Applicant should fulfil following eligibility criteria in terms of financial capacity from consultancy services:  Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years Individual Applicant - Rs. 50 Crores Lead Member – Rs 40 Crores <del>All Consortium members combined together – Rs. 50 Crores</del>	We request the authority to kindly amend this criteria as follows:  Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years Individual Applicant - Rs. 25 Crores Lead Member – Rs 15 Crores All Consortium members combined together – Rs. 25 Crores	Please Refer Corrigendum 6.
48	RFQ cum RFP	28	Clause 2.22.3.	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	1. Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years - Individual Applicant = Rs. 50 Cr. - Lead Member = Rs. 40 Cr. - All Consortium members combined together = Rs. 50Cr. 2. Net worth last Audited Financial Years - Individual Applicant = Rs. 30 Cr. - Lead Member = Rs. 30 Cr. - All Consortium members combined together = Rs. 30Cr.	Request to relax the criteria as under: 1. Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years - Individual Applicant = Rs. 20 Cr. - Lead Member = Rs. 15 Cr. - All Consortium members combined together = Rs. 20Cr. 2. Net worth last Audited Financial Years - Individual Applicant = Rs. 10 Cr. - Lead Member = Rs. 10 Cr. - All Consortium members combined together = Rs. 10Cr.	Please Refer Corrigendum 6.
49	RFQ cum RFP	28	2.22.3	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	<b>Financial Capacity:</b> Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years: Rs. 50 Crores	The Annual Turnover of the Company/ firm from Consultancy Services should only be considered and not from any other professional services. Further, in order to ensure that a strong firm bids for the project, the amount may be increased to at least Rs. 100 Crores.	Please Refer Corrigendum 6.
50	RFQ cum RFP	28	2.22.3	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	<b>Net Worth: For Company</b> = (Subscribed and Paid-up Capital fund + Reserves + Share Allotment Money Already Received + Preference Shares (including Redeemable) + Convertible Debentures but excluding Warrants - (Revaluation reserves + Miscellaneous expenditure not written off), <b>For Partnership Firm</b> = Aggregate of partners' capital account + Reserves - Aggregate of drawings by partners - Aggregate of advances to partners - (Revaluation reserves + Miscellaneous expenditure not written off)	Net worth Criteria is usually adopted for selection of Contractors/ Developers. However, this may not be relevant for selection of consultancy services. Hence, we request to remove Net worth criteria.	Please Refer Corrigendum 6.
51	RFQ cum RFP	28	2.22.3	Financial Capacity	Net worth last Audited Financial Years: INR 30 Crores	The net- worth amount seeked is too high. Only few firms in the Market have such a high net-worth. Request you to kindly reduce the Net –Worth amount to INR 15 Crores	Please Refer Corrigendum 6.
52	RFQ cum RFP	28	2.22.3	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years - Rs. 50 Crores (Individual Applicant)	Considering the amount of EMD is 1Lac, the estimated contract value would be 1Cr. Hence, we request you to revise the turnover in line with required projects and as per the CVC guidelines.	Please Refer Corrigendum 6.
53	RFQ cum RFP	28	2.22.3	General Instructions	1. If audited financial sheets for FY 2017-18 are not available, in that case, the bidder has to un-audited financial sheets for 2017-18 certified by the chartered accountant. Failure to do so would be considered as a non-responsive bid.	We understand that you are talking about audited sheets of 2018-19. Please confirm.  We would request you to consider unaudited financial sheets for the year 2018-19 as they are yet to be furnished	Please Refer Corrigendum 6.
54	RFQ cum RFP	28	2.22.3	Pre – qualification / Eligibility criteria for the applicants - <b>Financial Strength</b>	Financial Capacity: Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years for: Individual Applicant: Rs. 50 Crores All Consortium combined together: Rs. 50 Crores	We understand that this is a prestigious assignment for the Client that envisages implementation of priority infrastructure projects in Gujarat on PPP mode. In this regards, we request the Client to increase the average annual turnover requirement to INR 100 crore for both a individual firm or a consortium.	Please Refer Corrigendum 6.
55	RFQ cum RFP	28	Clause 2.22.3	Financial Strength	S.No.1, of the Financial Capacity - Average Annual Turnover of Company/ Firm from Consultancy/ Professional Fees for Previous 3 Audited Financial Years	It is mentioned that the Average Annual Turnover of Company for previous 3 audited financial years to be Rs. 50 crores for an Individual Company.  You are requested to modify the same to Rs. 30 crores for an Individual Company.	Please Refer Corrigendum 6.

**Response to Pre-Bid Queries raised by the Consultant - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**

Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
56	RFQ cum RFP	29	Clause 3	Terms of Reference	The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	We understand from the RFP that the PMU is for one year and extendable by another one year based on the performance of the PMU.  However, from the Scope of Work as mentioned in the RFP, we understand that the PMU needs to identify 20 projects under the Priority Infrastructure, prepare/conduct feasibility, prepare the Detailed Project Report, followed by Bid documentation, Bid Process Management and project/program monitoring.  In the span of 12 months it appears to be unrealistic considering the mismatch between the allocated time duration and the mammoth scope of work. Since the projects are proposed to implement under PPP, only feasibility assessment and selection of developer can be made as the scope of the PMU for the duration of one year extendable by another one year. The scope for preparation of DPR may be removed.  Therefore, you are requested to remove the preparation of DPR from the scope of PMU. Kindly clarify on the same.	Technical Studies shall be carried out by Technical consultants  Please Refer Corrigendum 7.
57	RFQ cum RFP	30	3	Terms of Reference	3.1 General  The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	Request to kindly clarify the sectors for which the projects will be undertaken.	As per Schedule I of GID Act, 1999
58	RFP	30	3.1	TOR	The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	There is a possibility that project could not be identified in sectors such as dam or irrigation considering PPP amenability of the sector. This may lead to non-achievement of the scope. For avoiding such condition, it is suggested that not more than three projects be selected for given sector and minimum 20 projects be identified	As Per RFQ cum RFP Document
59	RFQ cum RFP	30	3.1	General	1) Projects where Competitive Bidding Process carried out by the Department/ Agency has failed to select a PPP Developer;	Kindly provide the list of such Projects.	Part of Scope of Work of the PMC.
60	RFQ cum RFP	30	3.1	General	2) undertaking for the shortlisting projects, Techno-Economic Feasibility Studies, Financial feasibility, project restructuring exercise, environment impact assessment;	1) As per the Schedule I of the GID Act 1999, the Priority Sectors include all major infrastructure projects including Dams, Irrigation, Ports etc. for which conducting Techno-Economic Feasibility Study & Environmental Impact Assessment itself is a major task and time taking. As the scope of PMC includes assisting GIDB for selection of Technical Consultants, we understand that, these studies would be conducted by the respective Technical Consultants. Kindly clarify. 2) Further, PMC role would be mainly limited to Financial Feasibility, Project structuring aspects based on the above, in coordination with various State Government Departments/ Agencies. Please confirm.	Technical Studies shall be carried out by Technical consultants  Please Refer Corrigendum 7.
61	RFQ cum RFP	30	3.1	Terms of Reference	<b>General:</b> The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	Request you to kindly confirm whether a long-list of projects has already been identified by GIDB across all the 20 sectors listed in Schedule-I or it has to be undertaken by the Consultant?	Part of Scope of Work of the PMC.
62	RFP	30	3.1	General	Undertaking for the shortlisting projects, Techno-Economic Feasibility Studies, Financial feasibility, project restructuring exercise, environment impact assessment;	Request that the Authority please clarify whether the PMC is required to prepare Techno-Economic Feasibility studies, Financial feasibility studies, EIA etc for shortlisted projects or instead support the Authority in appointing qualified agencies to undertake the studies.	Technical Studies shall be carried out by Technical consultants  Please Refer Corrigendum 7.
63	RFQ cum RFP	30	3.1	Terms of Reference	The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	We understand that it might be difficult for the proposed team to implement all the 20 projects that may get identified over a project duration of one year. Please confirm if the Client is expecting to implement all the 20 projects in the first year itself. Please confirm	No implementation, identification of projects, Studies and Developer selection in consultation with the respective departments.  Please Refer Corrigendum 7.
64	RFQ cum RFP	30	3.1	Terms of Reference	The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	We also request the Client to highlight the maximum cap on the number of projects that are expected to be implemented. And accordingly its implication of effort estimation and financial cost. Please clarify	Identification of projects, Studies and Developer selection in consultation with the respective departments.
65	RFQ cum RFP	30	3.1	Terms of Reference	The minimum number of Priority Infrastructure Projects shall be twenty finalised shortlisted Projects, which include at least one Project across Infrastructure Sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	Also, we request the Client to provide clarity on the financial and effort implication (if any) in cases where less than 20 projects get selected.	As Per RFQ cum RFP Document
66	RFQ Cum RFP	31	3.3	Scope of Work		The objective of the assignment is handholding and providing assistance to the authority. However, the scope of work is very exhaustive and in detail. We request the authority to kindly clarify the scope of work.	As Per RFQ cum RFP Document
67	RFQ cum RFP	31	3.3	Scope of Work	The Scope of Work specified in this Clause 3 is not exhaustive and is indicative as may be required for undertaking a typical project development on PPP/ EPC mode. Each project development may require the said scope of services completely or partly, based on the project development structure. Few projects may require any other services beyond the scope mentioned below.	The initial sections of ToR focusses on projects through Public Private Partnership. However, in this section of the TOR, PPP/ EPC is mentioned. Request you to kindly confirm whether development support for both PPP and EPC project have to be undertaken?	Development support for PPP projects to be undertaken. Please Refer Corrigendum 7.
68	RFQ cum RFP	31	3.3	STAGE-I: Project Conceptualisation, 1. Project Identification	Identify the need of development of Greenfield/ brownfield infrastructure projects, whether the projects are aligned with the vision of the State Government;	It is requested to provide for reference any document/ report by the State Government (viz. BIG 2020) which reflects its Vision.	No Reference Document
69	RFQ cum RFP	31	3.3	Terms of Reference	Few projects may require any other services beyond the scope mentioned below.	We request the Client to elaborate on "the nature of any other such services" mentioned	Please Refer Corrigendum 7.
70	RFQ cum RFP	32	2	Site Reconnaissance & Suitability Analysis	Selected bidder shall assist Authority in appointing relevant technical subconsultant/ s for conducting the studies and assist in review of the same	Please clarify which studies are being referred to	Projects to be identified by the Consultant.

**Response to Pre-Bid Queries raised by the Consultant - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**

Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
71	RFQ cum RFP	32	3.3	Scope of work	1. Project Identification	In the scope of services it is mentioned that the consultant has to identify and screen the projects. However, this clause mentions about ascertaining the site conditions before bidding. Request you to kindly clarify whether list of projects and site locations for them have already been identified or needs to be identified by the consultant. If the list of projects & site locations are identified, kindly provide the same. If not, it is requested to modify the relevant clause accordingly.	Please Refer Corrigendum 7.
72	RFQ cum RFP	32	3.3	STAGE-I: Project Conceptualisation, 2. Site Reconnaissance & Suitability Analysis	ii) Selected bidder shall assist Authority in appointing relevant technical sub-consultant/s for conducting the studies and assist in review of the same.	1) We understand that GIDB will appoint consultants for Technical Studies and the selected PMC consultant shall assist them for the same. Please confirm. 2) Further, it is understood that the assistance to be provided by the PMC consultant during the "review" of the deliverables of the Consultants for Technical Studies would be limited to comment on the deliverables with respect to the scope/ToR and its usage for the overall project and it does not include any further studies/assessment/analysis while verifying the deliverables.	Yes
73	RFP	32	3.3 -Stage I, 2	Site Reconnaissance & Suitability Analysis	The purpose of this activity is to undertake detailed site analysis for the identified land parcel to establish the site suitability for the proposed project, and shall include the following: i) Reconnaissance survey of identified land extent. ii) Selected bidder shall assist Authority in appointing relevant technical sub-consultant/s for conducting the studies and assist in review of the same. iii) Site analysis: Connectivity/ Circulation aspects, land use, Surrounding developments, Development controls (Bye-laws, FSI/FAR), SWOT analysis and suggest measures as may be required to take forward the project. iv) Traffic circulation: to recommend to the Authority the traffic circulation for entry / exit from the project, such that the traffic generated by the Project does not lead to a traffic related issues in the surround area, including in the future. v) The consultant shall examine land use proposed for the project site (if any) and the related Development controls and building regulations, applicable guidelines (including environment related), etc and accordingly advise the Authority on the changes or special permissions, if any are necessary for undertaking the Project.	We understand that the scope of the PMC shall be to support the Authority in appointing relevant technical sub-consultant/s for conducting the studies / scope captured under this section. The PMC will not be required to undertake Traffic circulate studies, come up with the land-use, technical surveys and studies related to site assessment etc.  Request if the Authority could please clarify.	To be carried out by Technical Consultants appointed for the identified project studies
74	RFQ cum RFP	32	3.3	Scope of work	Stage I : Project conceptualization 2. Site reconnaissance & suitability analysis	We understand that this module related to Site Reconnaissance and Suitability analysis for identified land parcels shall be delivered by a Technical consultant who shall be separately engaged by the Client. The role of the consultant shall be limited to assisting the Client in engaging such technical consultant. <u>Please confirm</u>	To be carried out by Technical Consultants appointed for the identified project studies
75	RFQ cum RFP	33	3.3	STAGE I: 3) (ii)	Assist the Authority in other activities during Project preparatory, if necessary, such as compilation of list of potential developers / End Users, conducting developer / End Users interaction, analysis and documentation of developer / End Users interaction, presentations on the outcome, shortlisting at least 5 (five) best case studies (in India and abroad) and <b>accompanying the Authority team for developer /End Users interaction</b> , benchmarking studies, etc. and summarizing of learnings, benchmarking, etc.	We understand that, the cost towards travel arrangements for the consultant team (India & Abroad) would be borne by GIDB. Kindly confirm.	Expense to be borne by GIDB.
76	RFQ cum RFP	33	3.3	STAGE-I: Project Conceptualisation, 4. Market Study, Demand Assessment	The Consultant shall carry out the Market and Demand Assessment Studies, for each of the proposed projects, as may be necessary	The Infrastructure sectors listed in the Schedule I of the GID Act are very diverse, and each has its own set of complexity. Hence, the capability/ experience required for carrying out the market & demand assessment as well as the financial assessment will be different for some of them (some of them like Dams, Irrigation may not require market assessment study). While sectoral expert requirement has been mentioned in the RFP, having all the desired experts on board at the time of bidding may not be possible for all the bidding companies/ consortiums. Considering the above, it is requested to clarify the following: 1) Whether CV of all sectoral experts (covering the 20 sectors) required at time of bidding and whether they will be evaluated? 2) Suppose If they are not required and can be brought on board as and when required, how will GIDB	CVs of all sectoral experts (covering the 20 sectors) are not required at time of bidding.  Please Refer Corrigendum 7.
77	RFQ cum RFP	33	3.3.Stage I.4.V	Terms of Reference - Stage I Project conceptualization	Review of the similar Projects developed in the Country / in other Countries for benchmarking of Project/ Project components with similar facilities (this shall include visiting the locations for a firsthand experience and interaction with the stakeholders and learning the success stories);	We understand that the Client only envisages undertaking secondary research for review similar projects developed in other countries for benchmarking purpose. If that's not the case, please confirm that the Client shall borne the cost related to international travel that may be required for undertaking benchmarking activity for such projects. Please confirm	Based on Secondary Research.
78	RFP	34	Stage II	Project Preparation	The consultant shall provide assistance to the Authority for selection and appointment of Technical Consultant for Preparation of Detailed Project Report for the Project.	We understand that the PMC appointed by the Authority will not be allowed to participate in the tender floated by the Authority for Preparation of Detailed Project Report for the Project.  <u>Request if the Authority could please clarify.</u>	PMC appointed by the Authority will not be allowed to participate in the Technical Studies to be floated by the Authority due to Conflict of Interest.
79	RFP	34	Stage II	PROJECT PREPARATION 1. Detailed Project Report for Infrastructure	The consultant shall provide assistance to the Authority for selection and appointment of Technical Consultant for Preparation of Detailed Project Report for the Project, comprising the following, but not limited to: i) Topographic surveys for assessing current physical site boundaries, site contours and on-ground available site area and geo-technical investigations as may be required, if data available with Authority is insufficient. ii) Environmental & Social Assessment and studies . iii) Detailed Master plan for the proposed development. iv) Detailed Infrastructure plan for the proposed development within the Project Site including designs and cost estimates (as per APSSR as well as Market Rates) v) Finalisation of external linkages (Water, Power, Sewerage, Roads, ICT, etc) and timing of the same vi) Finalisation of plans and designs for the Key Infrastructure Projects including preparation of BOQs and firming up of specifications. vii) Assistance to the Authority for review and output of Consultants	It is our understanding that the scope of the PMC is limited to supporting the Authority in selection and monitoring of the Technical consultant who shall in turn be responsible for preparing the detailed project report including but not limited to topographic surveys, EIA, master planning, infrastructure planning, detailed design, BOQ etc.  Request if the Authority could please clarify.	Yes. Please Refer Corrigendum 7.

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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
80	RFQ cum RFP	34	3.3	Scope of work	Stage I : 5) Project Conceptualization : vi) Prepare a preliminary project Conceptual master plan	We request the Client to remove this scope of work since this is technical in nature and as per our understanding a separate technical/architerual firm shall be engaged for managing this scope of work. The role of consultant shall be limited to assisting the Client in appointment of such <del>architectural/technical firm</del>	Please Refer Corrigendum 7.
81	RFQ cum RFP	34	Clause 3.3, Stage I, Cl. 5 (iii) and Clause 3.3, Stage II, Cl. 2 (viii)	Scope of Work	iii) Provide list of all the clearances / approvals, required to be obtained by the Authority for project implementation. AND viii) Extend support in compiling relevant information for posing the project in front of the empowered institution for assistance under VGF scheme, if required and other discussions with central government for their assistance. The liaison with the state and central governments shall need to be carried out by the consultant. However, The Authority shall extend its possible assistance in getting approvals and sanctions from state and central government. The Consultant's presence is required during the clarification meetings sought by Ministry of Economic Affairs and Government of Gujarat for VGF assistance, if required	Clarify that the Government approvals in Stage -I of Scope of Work would be obtained by the Authority, i.e, GIDB, but in Stage-II, it would be responsibility of the Consultant to obtain approvals from Government bodies.	Please Refer Corrigendum 7.
82	RFQ cum RFP	35	3.3	STAGE-II: Project Preparation, 2. Project Implementation Plan	Undertake detailed financial assessment/ financial model and business planning based on the estimated project cost of the finalized master plan.	The Infrastructure sectors listed in the Schedule I of the GID Act are very diverse, and each has its own set of complexity. Hence, the capability/ experience required for carrying out the market & demand assessment as well as the financial assessment will be different for some of them (some of them like Dams, Irrigation may not require market assessment study). While sectoral expert requirement has been mentioned in the RFP, having all the desired experts on board at the time of bidding may not be possible for all the bidding companies/ consortiums. Considering the above, it is requested to clarify the following: 1) Whether CV of all sectoral experts (covering the 20 sectors) required at time of bidding and whether they will be evaluated? 2) Suppose If they are not required and can be brought on board as and when required, how will GIDB	CVs of all sectoral experts (covering the 20 sectors) are not required at time of bidding.  Please Refer Corrigendum 7.
83	RFQ cum RFP	35	3.3	STAGE II: Project Preparation 1) (iv)	Detailed Infrastructure plan for the proposed development within the Project Site including designs and cost estimates	We understand that, cost estimates shall be as per GJSSR. Please confirm.	Please Refer Corrigendum 7.
84	RFP	36	Stage III	STAGE-III: PROJECT IMPLEMENTATION: Bid Documentation & Bid Process Management for Trunk Infrastructure, layout, Buildings, etc. (components to be implemented by the Authority)	The Consultant shall assist the Authority in appointment of a Project Management Consultant for implementation supervision and monitoring the implementation of the Trunk Infrastructure, layout, Buildings, etc. iv) The Consultant shall perform the role of Program Manager for providing assistance to the Authority for overall monitoring the implementation of the Trunk Infrastructure, layout, Buildings, etc. including cost, time, etc to meet the overall Project schedule	We understand that the Project Management Consultant appointed by the Authority for EPC projects will be responsible for site supervision, quality certification, certification of bills for payment etc. Role of the Consultant appointed by the Authority shall be limited to monitoring the services of the PMC.  Request if the Authority could please clarify.	Please Refer Corrigendum 7.
85	RFQ cum RFP	36	3.3	Scope of work	Stage III : 1) Bid Documentation & Bid Process Management for Trunk Infrastructure, layout, Buildings, etc. (components to be implemented by the Client) iv) The Consultant shall perform the role of Program Manager for providing assistance to the Client for overall monitoring the implementation of the Trunk Infrastructure, layout, Buildings, etc. including cost, time, etc to meet the overall Project schedule	We request the Client to limit the role of consultant to only preparation of Bid documents and Bid process management. The proposed team may not have the required capability to monitor & supervise the implementation/construction of such trunk infrastructure, building projects.	Please Refer Corrigendum 7.
86	RFQ Cum RFP	38	4	Investment Promotion & Facilities	The consultant shall provide project wise, investment promotion & facilitation assistance, which include but not limited to a) Preparation of 3D walkthrough of shortlisted projects b) Prepare and assist execution of project specific investment promotion strategy c) Preparation Marketing collaterals d) Assist in organising/ participation in investor conference and domestic /international roadshows for attracting local and foreign investments e) Provide online branding support which includes development of Facebook Pages, twitter handles, Design collaterals for the project. f) Undertake event management	We request the authority to kindly provide broader outline for details (total numbers and Time duration of each ) 3D walkthrough and details of event management and logistic support so it will help for estimation of quote/financial proposal.	Please Refer Corrigendum 7.
87	RFP	39	3.3 Scope of work Stage 3 Project preparation	4. Investment Promotion & Facilitation	Prepare of 3D walkthrough for shortlisted projects	Request the Authority to exclude the scope of preparing 3D walkthrough for shortlisted projects from the Consultant's scope of work.	Please Refer Corrigendum 7.
88	RFP	39	3.3 Scope of work Stage 3 Project preparation	4. Investment Promotion & Facilitation	d. Assist in organising/ participation in investor conference and domestic/ international roadshows for attracting local and foreign investments	We understand that the Authority shall bear all the expenses related to organizing of investor conference and domestic/international shows including travel cost and boarding and lodging of team members of the selected Consultant involved. Please clarify	Please Refer Corrigendum 7.
89	RFP	39	3.3 Scope of work Stage 3 Project preparation	4. Investment Promotion & Facilitation	Provide online branding support which include development of Facebook pages, Twitter handles, Design collaterals, etc for the projects	We understand the selected consultant shall assist the Authority in development of content related to PPP projects for social media platforms etc. However, all the costs related to software development, website creation, design development, logo design etc shall be borne by the Authority. Please clarify	Please Refer Corrigendum 7.
90	RFP	39	3.3 Scope of work Stage 3 Project preparation	4. Investment Promotion & Facilitation	f. Undertake event management and logistics support, etc	We understand that the Authority shall bear all the expenses related to organizing event cost including travel cost and boarding and lodging of team members of the selected Consultant involved. Please clarify	Please Refer Corrigendum 7.
91	RFQ cum RFP	39	3.3	Scope of work	Stage III: 4) Investment Promotion and Facilitation a. Prepare of 3D walkthrough for shortlisted projects b. Provide online branding support which include development of Facebook pages, Twitter handles, Design collaterals, etc for the projects c. Undertake event management and logistics support, etc	We request the Client to exclude these scope elements from the scope of work since this may require a branding agency (for a and b) and event agency (for c).	Please Refer Corrigendum 7.
92	RFQ cum RFP	40	3.5	Project Team  PMC Expert Requirement	Team Leader cum PPP Expert Relevant Masters' Degree in Management	Request to allow other relevant Postgraduate degrees like M. Plan, MTech (Civil), etc.	Please Refer Corrigendum 7.

**Response to Pre-Bid Queries raised by the Consultant - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**

Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
93	RFQ cum RFP	40	3.5	Project Team PMC Expert Requirement	Team Leader cum PPP Expert f) ...and having knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006)	Request you to relax this clause	Please Refer Corrigendum 7.
94	RFQ cum RFP	40	3.5 (A) (1)	Project Team	Team Leader cum PPP Expert: Relevant Masters' Degree in Management having more than fifteen years of relevant PPP experience	Since this is a position that requires the expert to be available once every week and also for all key meetings, we request the Client to relax the no. of relevant years PPP experience requirement from 15 years to 10 years.	Please Refer Corrigendum 7.
95	RFP	40	3.5	Project team	Team Leader cum PPP expert Relevant Masters' Degree in Management having more than fifteen years of relevant PPP experience	Since the Team Leader should anchor the assignment, we request if some flexibility in educational qualifications may be provided aligned with the Infrastructure planning domain like Masters in Planning	Please Refer Corrigendum 7.
96	RFP	40	3.5 Proposed Team A) Team Leader	Team Leader	Relevant Masters' Degree in Management having more than fifteen years of relevant PPP experience	Request the Authority to modify the clause as  Relevant Masters' Degree in Management / Planning having more than <b>twelve fifteen years of overall experience and relevant PPP experience of ten years</b>	Please Refer Corrigendum 7.
97	RFQ cum RFP	40	3.5	Project Team	Team Leader cum PPP Expert :  Relevant Masters' Degree in Management having more than fifteen years of relevant PPP experience	We request the authority to kindly amend this criteria as follows: Relevant Masters' Degree in Management having more than ten years of relevant PPP experience	Please Refer Corrigendum 7.
98	RFQ cum RFP	40	3.5	Project Team PMC Expert Requirement	Finance Expert Relevant Masters' Degree in Finance with Graduate in Engineering	Request you to allow other relevant Master's degree	Please Refer Corrigendum 7.
99	RFQ cum RFP	40	3.5	Project Team PMC Expert Requirement	Finance Expert Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government	Request you to relax this clause as it is restrictive in nature	Please Refer Corrigendum 7.
100	RFQ cum RFP	40	3.5 (A) (2)	Project Team	Finance Expert: Relevant Masters' Degree in Finance with Graduate in Engineering	We request the Client to relax this criteria as follows; Relevant Masters' Degree in Administration/Finance with Graduate in any discipline	Please Refer Corrigendum 7.
101	RFP	40	3.5 Proposed Team A) PMC expert requirement	Finance Expert	Relevant Masters' Degree in Finance with Graduate in Engineering having more than ten years' experience in financial analysis, revenue generation mechanisms, revenue and expense analysis, project modelling, Socio-economic analysis of PPP Projects of similar magnitude and nature.	Request the Authority to modify the clause as Relevant Masters' Degree in Finance <del>with Graduate in Engineering</del> having more than ten years' experience in financial analysis, revenue generation mechanisms, revenue and expense analysis, project modelling, Socio-economic analysis of PPP Projects of similar magnitude and nature.	Please Refer Corrigendum 7.
102	RFQ cum RFP	40	3.5, A , Sl. No. 2	Finance Expert	Relevant Masters' Degree in Finance with Graduate in Engineering.....	The requirement of Graduate in Engineering should be relaxed as seven years of relevant experience is already stipulated.	Please Refer Corrigendum 7.
103	RFQ cum RFP	40	3.5	Project Team	Finance Expert	The qualification for this position demands the expert to be an engineering graduate. Given the nature of work and the expertise required for this do not match with the qualification required. We request you to kindly allow experts to have graduation in management and/or engineering and <del>make not graduate qualification mandatory in finance</del>	Please Refer Corrigendum 7.
104	RFQ cum RFP	40	3.5	Project Team	<b>Finance Expert:</b> Experience: Relevant Masters' Degree in Finance with Graduate in Engineering having more than ten years' experience in financial analysis, revenue generation mechanisms, revenue and expense analysis, project modelling, Socio-economic analysis of PPP Projects of similar magnitude and nature.	Carrying out Socio-economic analysis is beyond the purview of a financial expert, We request you to remove this from the experience requirement.	Please Refer Corrigendum 7.
105	RFQ cum RFP	40	3.5	Project Team PMC Expert Requirement	Infrastructure Expert Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government	Request you to relax this clause as it is restrictive in nature	Please Refer Corrigendum 7.
106	RFQ cum RFP	40	3.5 (A) (3)	Project Team	Infrastructure Expert: Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than ten years' experience in development of Infrastructure projects including Market and Demand Assessment on PPP of similar magnitude and nature	We request the Client to slightly modify the requirement to Master's degree in Engineering/Planning/Business Administration (MBA) degree with bachelors in any discipline having more than seven years' of experience in development of Infrastructure projects including Market and Demand Assessment of similar magnitude and nature	Please Refer Corrigendum 7.
107	RFQ cum RFP	40	Clause 3.5	Project Team	Infrastructure Expert – Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than ten years' experience in development of Infrastructure projects including Market and Demand Assessment on PPP of similar magnitude and nature.	We request to modify it as follows for the Infrastructure Expert – Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering/Architect having more than ten years' experience in development of Infrastructure projects including Market and Demand Assessment on PPP of similar magnitude and nature.	Please Refer Corrigendum 7.
108	RFP	40	3.5 Proposed Team A) Infrastructure Expert	Infrastructure Expert	Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than ten years' experience in development of Infrastructure projects including Market and Demand Assessment on PPP of similar magnitude and nature.	Request the Authority to clarify the role of Infrastructure Expet.  There appears to be a mismatch between the education qualification requirement and experience requirement (Market and Demand Assessment for PPP project).  Market and Demand Assessment is typically not done by technical experts.  <del>Request the Authority to review and modify the work experience in line with the qualification</del>	Please Refer Corrigendum 7.
109	RFQ Cum RFP	40	3.5	Project Team	Infrastructure Expert- Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than ten years' experience in development of Infrastructure projects including Market and Demand Assessment on PPP of similar magnitude and nature. At least seven years of experience as Infrastructure Expert for development of similar PPP projects.	We request the authority to kindly modify the clause as below: Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering/ Architect/ Planner having more than ten years' experience in development of Infrastructure projects including Market and Demand Assessment on PPP of similar magnitude and nature. At least seven years of experience as Infrastructure Expert for development of similar PPP projects.	Please Refer Corrigendum 7.
110	RFQ cum RFP	40	3.5	Project Team PMC Expert Requirement	Legal cum Bid Process Management Expert Sufficient legal knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government	Request you to relax this clause as it is restrictive in nature.  We request this clause to be removed in other positions stated in the Associate Expert Requirement	Please Refer Corrigendum 7.



**Response to Pre-Bid Queries raised by the Consultant - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**

Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
111	RFQ Cum RFP	41	3.5	Project Team	Relevant Masters' Degree in Law having more than ten years' experience in legal consulting, preparation of bid documents, Concession Agreements of Infrastructure projects on PPP of similar magnitude and nature. At least seven years of experience as Legal/ Bid Process Management Expert for development of similar PPP projects.	We request the authority to modify the clause as below: Relevant Bachelors' Degree in Law having more than 10 years' experience in legal consulting, preparation of bid documents, Concession Agreements of Infrastructure projects on PPP of similar magnitude and nature.  At least seven years of experience as Legal/ Bid Process Management Expert for development of similar PPP projects.	Please Refer Corrigendum 7.
112	RFQ cum RFP	40	3.5	Project Team	All the key personnel required for the assignment need to have 'knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines of Union and State Government'	Does it mean that all the key personnel should have extensive experience of working in Gujarat? If yes, the criteria will be too restrictive. Request you to kindly relax the same.	knowledge of GID Act, applicable legislation & policy guidelines of Union and State Government required.
113	RFQ cum RFP	40	3.5	Project Team	RFQ cum RFP- Consultant Selection for Program Management Consultancy Services for Development of	Please provide indicative man-months for each position.	Please Refer Corrigendum 7.
114	RFQ cum RFP	40	3.5	Project Team	<b>All Positions:</b> f) and having knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines of Union and State Government for PPP projects such as BOT, DBFOT, etc.	We request the authority to kindly amend this criteria as follows: f) and having knowledge of applicable legislation & policy guidelines of Union and State Government for PPP projects such as BOT, DBFOT, etc.	Please Refer Corrigendum 7.
115	RFQ cum RFP	40	3.5	Project Team	<b>Education/Experience/Knowledge:</b> (f) and having knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines of Union and State Government for PPP projects such as BOT, DBFOT, etc.	The experience of experts in PPP projects will cover the understanding of PPP guidelines and regulation from context of their expertise (Finance, Infrastructure, Legal). Hence keeping this condition for all experts and linking it specifically with GID Act for all experts will impact the scoring of all experts. Hence it is requested to keep this condition only for position of Team Leader cum PPP Expert and Legal cum Bid Process Management Expert.	Please Refer Corrigendum 7.
116	RFQ cum RFP	40	3.5	Project Team	<b>Finance Expert, Infrastructure Expert, Legal cum Bid Process Management Expert, Infrastructure Sectoral Expert:</b> Years of experience Technical: min 10 years. Years of experience in similar projects: min 7 years.	The years of 'technical experience' and of 'similar projects' are specified differently and yet the description of technical work and the experience required under 'similar project' criteria is largely same. As the overall years of experience for each expert is adequate to showcase their knowledge and expertise in the subject, it is requested to remove the years of in development of similar project as a separate sub-point.	Please Refer Corrigendum 7.
117	RFQ cum RFP	40	3.5	Project Team Team Composition	Team Composition	We understand that the only 6 CVs are to be submitted along with the Proposal.	Please Refer Corrigendum 7.
118	RFQ cum RFP	41	3.5	Project Team Associate Expert Requirement	Associate Expert 1  Relevant Masters' Degree in Finance with Graduate in Engineering	Request you to relax this clause to allow other relevant Master's degree	Please Refer Corrigendum 7.
119	RFQ Cum RFP	41	3.5	Project Team	Associate Expert- 2 Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than seven years' experience in structuring and bidding PPP projects. At least five years of experience as Infrastructure Expert for development of similar projects.	We request the authority to kindly consider the below:  Relevant Masters' Degree in Engineering/ Planning/Urban Design with Graduate in Civil Engineering/ Architect/ Planner having more than seven years' experience in structuring and bidding PPP projects. At least five years of experience as Infrastructure Expert for development of similar projects.	Please Refer Corrigendum 7.
120	RFQ cum RFP	41	B - Associate Expert Requirement	Project Team	Associate Expert 1 = Relevant Masters' Degree in Finance with Graduate in Engineering having more than seven years' experience in structuring and bidding of PPP projects. At least five years of experience as Financial Expert for development of similar projects Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.  Associate Expert 2 = Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than seven years' experience in structuring and bidding PPP projects. At least five years of experience as Infrastructure Expert for development of similar projects. Sufficient knowledge of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) and having legal knowledge and of applicable legislation & policy guidelines, schemes, initiatives and programs of Union and State Government.	Request to relax the minimum years of experience to 5 years instead of 7 years and minimum years of relevant experience as 3 years.	Please Refer Corrigendum 7.
121	RFP	41	3.5	Project Team	Associate Expert 1: At least five years of experience as Financial Expert for development of similar projects Associate Expert 2; At least five years of experience as Infrastructure Expert for development of similar projects.	Since it is a full-time position based out of Gandhinagar, we request if the criteria may be relaxed to "minimum 3 years' experience as infrastructure expert". We can also make available the Finance expert and the infrastructure expert would join for all the major meetings. This will help rationalize the costs as well as improve quality of delivery.  Moreover request if the "infrastructure expert" terminology be defined to ensure there is no confusion	Please Refer Corrigendum 7.
122	RFP	41	3.5 Proposed Team B) Associate expert requirement	Associate expert 1	Relevant Masters' Degree in Finance with Graduate in Engineering having more than seven years' experience in structuring and bidding of PPP projects.	Request the Authority to modify the clause as:  Relevant Masters' Degree in Finance <b>with Graduate in Engineering</b> having more than five <b>seven</b> -years' experience in structuring and bidding of PPP projects.	Please Refer Corrigendum 7.
123	RFP	41	3.5 Proposed Team B) Associate expert requirement	Associate expert 2	Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than seven years' experience in structuring and bidding PPP projects.	Request the Authority to modify the clause as:  Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than five <b>seven</b> years' experience in structuring and bidding PPP projects.	Please Refer Corrigendum 7.
124	RFP	41	3.5 Proposed Team B) Associate expert requirement	Associate expert 3 and 4	-	Considering the extensive nature of the scope of work, we request the Authority to add two more Associate Experts to the team to be deployed at GIDB. Experience and qualification of the third Associate Expert may be same as Associate Expert 1 and fourth Associate Expert may be same as Associate Expert 2.	Please Refer Corrigendum 7.

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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
125	RFQ cum RFP	41	3.5, B , Sl. No. 5	Associate Expert 1	Relevant Masters' Degree in Finance with Graduate in Engineering...	The requirement of Graduate in Engineering should be relaxed as five years relevant experience is already stipulated.	Please Refer Corrigendum 7.
126	RFQ cum RFP	41	3.5 (B) (5)	Project Team	Associate Expert 1: a) Relevant Masters' Degree in Finance with Graduate in Engineering having more than seven years' experience in structuring and bidding of PPP projects. b) At least five years of experience as Financial Expert for development of similar projects	We request the Client to modify this criteria as following; a) Relevant Masters' Degree in Finance/Administration with Graduation in any discipline more than five years experience in feasibility study, structuring and bidding of PPP projects.	Please Refer Corrigendum 7.
127	RFQ cum RFP	41	3.5 (B) (6)	Project Team	Associate Expert 2: a) Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than seven years' experience in structuring and bidding PPP projects. B) At least five years of experience as Infrastructure Expert for development of similar projects	We request the Client to modify this criteria as following;A) Relevant Masters' Degree in Engineering/Planning/Finance/Administration with Graduation in any discipline with more than five years of experience of working on feasibility study, structuring and bidding of PPP projects.	Please Refer Corrigendum 7.
128		41		Associate Expert 2	Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering having more than seven years' experience in structuring and bidding PPP projects.	We request to modify it as follows for the Associate Expert 2 – Relevant Masters' Degree in Engineering/ Planning with Graduate in Civil Engineering/Architect having more than seven years' experience in structuring and bidding PPP projects.	Please Refer Corrigendum 7.
129	RFQ cum RFP	41	3.5	Project Team	<b>Associate Expert 1, Associate Expert 2:</b> Years of experience Technical: min 7 years, Years of experience in similar projects: min 5 years.	The years of 'technical experience' and of 'similar projects' are specified differently and yet the description of technical work and the experience required under 'similar project' criteria is largely same. As the overall years of experience for each expert is adequate to showcase their knowledge and expertise in the subject, it is requested to remove the years of in development of similar project as a separate sub-point	Please Refer Corrigendum 7.
130	RFQ cum RFP	42	3.5	Project Team Sectoral Expert Requirement	Infrastructure Sectoral Experts Infrastructure Sector wise as & when Required	Please indicate the time requirement of these sector experts	Please Refer Corrigendum 7.
131	RFP	42	3.5	Project Team	Infrastructure sector experts;	Since the number of days of effort across the expert pool is not clarified and it is demand based, we see the potential for allocating higher than optimum days across the expert pool. Hence, Request if GIDB could clarify the maximum number of working days across the infrastructure expert pool as a guidance for rationalizing the financial proposal.	Please Refer Corrigendum 7.
132	RFQ cum RFP	42	3.5	Project Team	<b>Sectoral Expert Requirement: Infrastructure Sectoral Experts:</b> Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006). At least seven years' of experience in similar position having knowledge of applicable legislation & policy guidelines of Union and State Government.	The Infrastructure sectors listed in the Schedule I of the GID Act are very diverse, and each has its own set of complexity. Hence, the capability/ experience required for carrying out the market & demand assessment as well as the financial assessment will be different for some of them (some of them like Dams, Irrigation may not require market assessment study). While sectoral expert requirement has been mentioned in the RFP, having all the desired experts on board at the time of bidding may not be possible for all the bidding companies/ consortiums. Considering the above, it is requested to clarify the following: 1) Whether CV of all sectoral experts (covering the 20 sectors) required at time of bidding and whether they will be evaluated? 2) Suppose If they are not required and can be brought on board as and when required, how will GIDB	Please Refer Corrigendum 7.
133	RFQ cum RFP	42	3.5	Project Team C. Sectoral Expert Requirement	<b>Infrastructure Sectoral Experts:</b> Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode...	There are many senior sectoral experts with vast experience in different sectors, but they may not qualify to provide inputs if the education qualification is restricted to Civil Engineering. Hence, we request you to kindly consider the Qualification & Experience for Infrastructure Sectoral Experts as below: "Post Graduate degree (Engineering/Planning/Management) with Graduate in Engineering/Planning having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode."	Please Refer Corrigendum 7.
134	RFP	42	3.5 Proposed Team C) Sectoral expert requirement	Infrastructure Sectoral Experts	Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	Request the Authority to modify the clause as Relevant Post Graduate degree <del>with Graduate in Civil Engineering</del> having more than ten years' experience in <b>technical assessment and physical and social</b> infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	Please Refer Corrigendum 7.
135	RFQ cum RFP	42	3.5 (c) (7)	Project Team	Infrastructure Sectoral Expert: Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	We request the Client to relax this criteria as follows; Relevant Post Graduate degree with Graduate in any discipline	Please Refer Corrigendum 7.
136	RFQ cum RFP	42	3.5 (c) (7)	Project Team	Infrastructure Sectoral Expert: Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	We request the Client to exclude the technical assessment from the scope of work of Infrastructure Sectoral Expert since, the RFP already plans to appoint technical engineering, architectural firms etc., separately through help of PPP Cell. The Consultancy firm shall provide sector experts as and when required by the Client.	Please Refer Corrigendum 7.
137	RFQ cum RFP	42	3.5 (c) (7)	Project Team	Infrastructure Sectoral Expert: Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	At this stage it is difficult to account for the amount of effort for such sectoral experts. Moreover, man-month rates of such sectoral experts vary from expert to expert. Hence, we request that the Client allows the consultants to only provide the the man-month rate for such sectoral experts and their fee may be separately decided based on the effort estimation exercise mutually agreed by the Client and Consultant when need for their support arises. Accordingly, we request the Client to allow the consultant to quote the financial fee that is excluding the fee for infrastructure sectoral experts during the proposal submission stage. Please confirm.	Please Refer Corrigendum 7.
138	RFQ cum RFP	42	3.5	Project Team Sectoral Expert Requirement	<b>Infrastructure Sector wise as &amp; when Required</b> Relevant Post Graduate degree with Graduate in Civil Engineering having more than ten years' experience in technical assessment and planning of physical and social infrastructure projects in PPP mode as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006).	Please clarify whether CVs of all 20 sectoral expert as per sectors listed in Schedule I of Gujarat Infrastructure Development Act (1999) and Gujarat Infrastructure Development (Amendment) Act (2006) required to be submitted in the technical proposal.	Please Refer Corrigendum 7.
139	RFQ cum RFP	42	C.	C. Sectoral Expert Requirement		Please mention included sectors.	As per Schedule I of GID Act, 1999
140	RFQ Cum RFP	42	3.6	Period of Assignment and Payment Terms	The assignment period of Program Management Consultant shall be for an Initial period of one year. Based on the performance of the PMC, the agreement can be extended for another one year based on the mutually negotiated terms and conditions.	We request the authority to kindly increase the period of consultancy to two years since one year is very short time to judge the performance of the consultant. Kindly clarify on the same.	Please Refer Corrigendum 7.

**Response to Pre-Bid Queries raised by the Consultant - Selection of Consultant Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat.**

Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
141	RFQ cum RFP	42	3.6	Period of Assignment and Payment Terms	The scope of services would require a multi-disciplinary team having a mix of planning, project structuring, documentation and bid processing experiences. The Associate Experts 1 & 2 shall be deployed at Authority's Office at Gandhinagar for providing project development services on retainership mode.  The two (2) Associate Experts shall be supported by Team Leader and key experts on a day to day basis and shall be available at Gandhinagar for meetings once every week during the contract.	We request the authority to kindly clarify on the actual mandays required of key experts. Since actual mandays are required for estimation of quote/financial proposal. Further, is the payment of other experts based on actual mandays spent (home office & client office)? Please clarify.	Please Refer Corrigendum 7.
142	RFP	42	3.6	Period of Assignment and Payment Terms	The two (2) Associate Experts shall be supported by Team Leader and key experts on a day to day basis and shall be available at Gandhinagar for meetings once every week during the contract.	Considering the turnaround time in project initiatives for review, we request if the expert meeting may be conducted at every 15 days instead of every week	Please Refer Corrigendum 7.
143	RFQ cum RFP	42	3.6	Period of Assignment and Payment Terms	The Associate Experts 1 & 2 shall be deployed at Authority's Office at Gandhinagar for providing project development services on retainership mode. The two (2) Associate Experts shall be supported by Team Leader and key experts on a day to day basis and shall be available at Gandhinagar for meetings once every week during the contract.	The two (2) associate experts would be stationed at GIDB Office on day to day basis. Team Leader and Key Experts shall be available for meeting once every week. Please confirm.	Please Refer Corrigendum 7.
144	RFP	42	3.6 Period of Assignment and Payment Terms	Infrastructure Sectoral Experts	In addition to this, the consultant shall provide the services of Infrastructure Sectoral Experts (like Water Supply Expert, Urban Transport Expert, Port Expert, Agriculture Expert, Logistics Experts, etc) having Education, Experience, Knowledge as specified in clause 3.5 (Sl.no 7) as and when required for the development of specific sectoral Projects during the assignment period.	Considering that the type and nature of projects is unknow during the bidding phase, it will not be possible for the Consultant to identify the specific sector experts and estimate the time input / effort required to be committed by the Sectoral Experts during the contract period.  We therefore request the Authority to either a) specify the maximum time input required from Sectoral Experts; or b) exclude the Sectoral Experts from the team requirement. This will ensure that the Authority receives competitive bids.	Please Refer Corrigendum 7.
145	RFQ cum RFP	42	3.6, 2	Period of Assignment and Payment Terms	The Associate Experts 1 & 2 shall be deployed at Authority's Office at Gandhinagar for providing project development services on retainership mode.	Please let us know whether office space and other facilities for smooth working of these two experts shall be provided by the authority.	Please Refer Corrigendum 7.
146	RFQ cum RFP	42	3.6, 3	Period of Assignment and Payment Terms	...the consultant shall provide the services of Infrastructure Sectoral Experts (like Water Supply Expert, Urban Transport Expert, Port Expert, Agriculture Expert, Logistics Experts, etc)	Please provide more clarity regarding deployment of these professionals. Number of man-months envisaged should also be stated. This will help in rationalizing financial proposal for all the bidders.	Please Refer Corrigendum 7.
147	RFQ cum RFP	42	3.6 (2)	Period of Assignment and Payment Terms	The scope of services would require a multi-disciplinary team having a mix of planning, project structuring, documentation and bid processing experiences. The Associate Experts 1 & 2 shall be deployed at Client's Office at Gandhinagar for providing project development services on retainership mode. The two (2) Associate Experts shall be supported by Team Leader and key experts on a day to day basis and shall be available at Gandhinagar for meetings once every week during the contract.	We understand that the Team Leader and Key experts shall be required to be available in Gandhinagar for meeting once every week during the contract period. We request the Client to relax this criteria for Key experts and modify as; Key experts shall be required to be available in Gandhinagar for key meetings that requires their expertise. Team leader shall be available in Gandhinagar for meeting once every week during the contract period.	Please Refer Corrigendum 7.
148	RFQ cum RFP	42	3.6.3	Period of Assignment and Payment Terms	Consultant is also required to provide sectoral experts (like water supply expert, Port Expert, Agriculture Expert etc.) having education, expereince, Knowledge as specified in Cl. 3.5 (Sl. 7) as and when required.	Assessment of effort for such sectoral experts would be difficult at this stage since there is no clarity on the number and type of projects. Hence, we request the Client to allow the consultant to submit only the mon-month rate for such experts at this stage and later, separately submit a financial proposal during the engagement period, once effort for such experts is mutually determined by the Client and the consultant	Please Refer Corrigendum 7.
149	RFQ cum RFP	43	3.6 Period of Assign-ment and Payment Terms	a. Retainer-ship fee	Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant and accepted by the Authority on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority.	Please confirm that in a case if the milestone of a specific quarter is completed in the subsequent quarter, the Consultant will still be eligible to claim the 30% of the previous quarter's retainership fee	Please Refer Corrigendum 7.
150	RFP	43	3.6	Period of Assignment and Payment Terms	70% Retainer fees 30% Milestone based payments	Since the milestones based payments depend on multiple factors including the support from line agencies, we request if the proportion may be revised as: 90% Retainer fees 10% Milestone based payments <del>This will also rationalize the financial quote for the proposal by mitigating risks</del>	Please Refer Corrigendum 7.
151	RFP	43	3.6	Period of Assignment and Payment Terms	70% Retainer fees 30% Milestone based payments	Some or All of the milestones defined for milestone based payment may not be achieved due to factors beyond the bidder's control. How will the payment against the milestones be calculated for each such deliverable? It is suggested that for each quarter milestones for given quarter be decided in first week of given quarter by GIDB and consultant on mutual understanding considering the progress of the assignment.	Please Refer Corrigendum 7.
152	RFQ cum RFP	43	3.6 (a)	Period of Assignment and Payment Terms	<b>The Retainership Fee: (i)</b> In consideration of the services to be provided by the selected consultant under this contract, the consultant is entitled for seventy percent (70%) of the first year's Retainership Fee (as quoted by the selected consultant in Annexure 10 and Annexure 11 of this RFQ cum RFP Document) on a monthly basis in twelve equal instalments. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Authority Acceptance of the work done for the subject month;	1) The fee template in Annexure 11 is designed for a blended rate for deployment of entire team of experts and there is no provision for expert specific time and rate inputs. Considering the same, the submission/ monitoring of time-sheet may not be relevant. Hence it is requested to remove the requirement. 2) As per our understanding completing 2 stage assessment (concept level + feasibility Level) plus the bid process management etc. would require additional resources in view of the diverse sectors (20 Nos as per the Schedule I of the GID Act). Hence, it is requested to consider success fee based on project cost (slab system) which will help the consultant to deploy additional resources if needed.	Please Refer Corrigendum 7.

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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
153	RFQ cum RFP	43	3.6 (a)	Period of Assignment and Payment Terms	<b>The Retainership Fee: (i)</b> In consideration of the services to be provided by the selected consultant under this contract, the consultant is entitled for seventy percent (70%) of the first year's Retainership Fee (as quoted by the selected consultant in Annexure 10 and Annexure 11 of this RFQ cum RFP Document) on a monthly basis in twelve equal instalments. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Authority Acceptance of the work done for the subject month; <b>(ii)</b> 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; <b>(iii)</b> Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant and accepted by the Authority on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority;	The terms mention that 30% of the monthly retainership fees shall be paid on quarterly basis post acceptance of the deliverables for the quarter by the Authority (which are not fixed at this point in time). Given the scope and complexity of the program, there may be inadvertent delays in some of the quarterly deliverables for factors beyond the control of the consultant, and in such situation if 30% payment is not released in a quarter, it will hit the financial cash flow of the consultant. Hence, in this regard, the following is requested: 1) It is requested to clarify How and when the deliverables to be submitted in each quarter be defined. 2) If this is dependent on the finalisation of the projects to be picked up for development, then how will be the payment till that stage be retained/ released? 3) It is requested to define the time period and mechanism of release of retained payment in case some deliverables envisaged cannot be achieved for factors beyond the control of the consultant.	Please Refer Corrigendum 7.
154	RFP	43	Retainership Fee	Retainership Fee	In consideration of the services to be provided by the selected consultant under this contract, the consultant is entitled for seventy percent (70%) of the first year's Retainership Fee (as quoted by the selected consultant in Annexure 10 and Annexure 11 of this RFQ cum RFP Document) on a monthly basis in twelve equal instalments. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Authority Acceptance of the work done for the subject month;	We request the Authority to increase the proportion of fee payable on a monthly basis to 100% from 70%.  Considering the nature of scope of work and the fact that there will be multiple milestones / deliverables, linking any proportion of fees to milestones will be administratively challenging.	The Deliverables/ Milestones shall be discussed with the selected Bidder.
155	RFQ cum RFP	43	5, a	The Retainership Fee	iii. Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant and accepted by the Authority on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority.	1. We request that payment shall be made upon achieving agreed milestones/ submission of deliverable, rather than on quarterly basis.  2. Please also consider atleast 50% payment immediately upon submission of deliverables, balance may be paid upon acceptance by the Authority.	Please Refer Corrigendum 7.
156	RFQ cum RFP	43	3		iii. Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant and accepted by the Authority on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority	We request you to kindly revise the clause as under;  Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority	Please Refer Corrigendum 7.
157	RFQ cum RFP	43	3.6 (4)	Period of Assignment and Payment Terms	The Team Leader shall ensure that the Associate Experts deployed are supported and guided by supporting team (technical experts/ sub-consultants, etc. as required for different projects entrusted to the consultant from time to time). Only the Team leader shall interact with the Client/ and other government Agencies as and when required. The Team leader shall be required to remain present during every stakeholders meeting and the presentations to the higher Authorities.	We request the Client to modify this criteria as follows; Only the Team leader and Project manager shall interact with the Client/ and other government Agencies as and when required. The Team leader/Project Manager shall be required to remain present during every stakeholders meeting and the presentations to the higher Authorities. Either of Finance Expert or Infrastructure expert shall be the Project Manager for this assignment. Please confirm	Please Refer Corrigendum 7.
158	RFQ cum RFP	43	Clause 3.6	Period of Assignment and Payment Terms Sub-clause 5. a. Retainership Fee	(iii) Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Authority agreed milestones/ deliverables (submitted by the consultant and accepted by the Authority on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Authority.	The retainership fee of balance 30% against the milestones is quite a considerable amount. Since there are multiple milestones for at least 20 projects and each project will have its own speed, withholding 30% fees every month may not be right match considering the effort and resource involvement by the PMU. Therefore, in this regard, you are requested to reduce the balance payment based on milestones from 30% of the total retainership fee to 10%.	Please Refer Corrigendum 7.
159	RFQ cum RFP	43	3.6	Milestones / Deliverables	Examples of Quarterly Milestones/ Deliverables	Since the 30% payment is also linked with deliverables, request to provide time line for the same.	The Deliverables/ Milestones shall be discussed with the selected Bidder.
160	RFQ cum RFP	43		Period of Assignment and Payment Terms		It is also recommended that a clause be inserted enabling the Consultant to terminate the contract or suspend the performance if there is delay of more than 2 weeks from the Acceptance of submission of Consultant, in receiving any milestone payment.	Please Refer Corrigendum 7.
161	RFQ cum RFP	44	3.6.b	Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	We request the authority to kindly define the milestones well in advance so that there no conflict between consultant and authority.	The Deliverables/ Milestones shall be discussed with the selected Bidder.
162	RFQ cum RFP	44	Clause 3.6 (5) (a)	Period of Assignment and Payment Terms	All invoices will be paid by the client within 2 weeks of the Acceptance of submission of the same to the client by the consultant	Provide a timeline for acceptance of submission by the Authority, i.e., GIDB, for the purpose of clearance of payment. This should not be open ended.	The Deliverables/ Milestones shall be discussed with the selected Bidder.
163	RFP	44	3.6b	Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee	Request if the milestone specific penalty clause be relaxed for the engagement since it puts much of the risk with the bidder. Alternately, can the penalty be charged on the non-retainership portion of the fee (milestone based payment) and adequate clauses be added to indemnify the bidder for delay caused by consultants/ client	Please Refer Corrigendum 7.
164	RFQ cum RFP	44	5	Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee	The penalty percentage is extremely high and we request you to relax this clause. The Consultant is required to coordinate with several departments and stakeholders and seek their inputs/ approval. The timeframe of the stakeholders to respond is not in Consultant's control. Hence, such high penalty amount may not be levied on the Consultant.	Please Refer Corrigendum 7.
165	RFP	44	Penalty for Non-Performance	Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	The penalty for non-performance is very high and incorrectly linked to the overall fee.  We request the Authority to consider the following modification:  "If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 0.1% (zero point one per cent) of the quoted fee as penalty, subject to a maximum of 5% (five per cent) of the quoted fee. Penalty shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. In no case, shall the penalty imposed during the duration of the Contract exceed 5% (five percent)."	Please Refer Corrigendum 7.

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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
166	RFQ cum RFP	44	3.6 (5) (b)	Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	We request the Client to define the agreed milestones during the start of every month/quarter. This shall enable the consultancy firm plan for delivering such milestones during the month/quarter.	The Deliverables/ Milestones shall be discussed with the selected Bidder.
167	RFQ cum RFP	44	3.6 (5) (b)	Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	We request the Client to penalize the consultant only in cases where the consultant is solely responsible for such delay.	Please Refer Corrigendum 7.
168	RFQ cum RFP	44	3.6 (5) (b)	Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	We request the Client to relax the penalty clause as follows; the consultant shall be liable to pay 0.5% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in case of four weeks beyond the milestone fixed the penalty shall be 1% of quoted fee. The overall penalty in any case shall not exceed 5% of the fees paid by Client as per the standard industry practice.	Please Refer Corrigendum 7.
169	RFQ cum RFP	44	3.6 (b)	(b) Penalty for Non-Performance	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	Penalty for Non-performance is linked with the Deliverables and Milestones which are not clearly defined at the stage. Moreover, there is no slab defined to achieve the initial cap of 10%, also as per industry practice the upper limit is kept at 10%. Hence we request you to modify the language of the clause as following: The Consulting Firm / Consultant shall pay to the Client as Liquidated Damages a sum of half percent (0.5%) of the total contract value for each week of delay or part thereof if the delay is solely attributable to the Consultant. However, the total liability of the Consultant / Bidder as per this clause shall not exceed 10% of the total contract value.	Please Refer Corrigendum 7.
170	RFQ cum RFP	44	3.6 (5) (b)	Penalty for Non-Performance	i. If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	There is already a provision of Liquidated Damages for Non-Performance or Late Submission in Clause 7.2 on Page 97. This is an additional penalty and is generally not levied when there is a Liquidated Damages clause. Request to remove this additional Penalty for Non-Performance.	Please Refer Corrigendum 7.
171	RFQ cum RFP	44	3.6	Period of Assignment and Payment Terms: 5 a. iv.	An example of such project based milestones/deliverables are provided below	Authority has mentioned the milestones/ deliverables but not mentioned the timeline of the same.	The Deliverables/ Milestones shall be discussed with the selected Bidder.
172	RFQ cum RFP	44	3.6	Period of Assignment and Payment Terms: 5 b.	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee.	Authority has mentioned the milestones/ deliverables but not mentioned the timeline of the same.	The Deliverables/ Milestones shall be discussed with the selected Bidder.
173	RFQ cum RFP	45	3.6 (5) (a)	Client acceptance of Deliverables	The Consultant shall submit the final report within 2 weeks after issuing changes/ modifications as per Authority/ Steering Committee/ State Government suggestions.	In view of these clauses, it is requested to confirm the following: 1) If no comments are received within 15 days from the date of submission of deliverable to the Authority (GIDB), the deliverable is deemed to be accepted by GIDB.	As Per RFQ cum RFP Document
174	RFQ cum RFP	46	3.11	Responsibilities of the Authority	The Authority shall approve the documents & reports submitted by Consultant within 15 days of submission.	In view of these clauses, it is requested to confirm the following: 1) If no comments are received within 15 days from the date of submission of deliverable to the Authority (GIDB), the deliverable is deemed to be accepted by GIDB.	As Per RFQ cum RFP Document
175	RFQ cum RFP	46	3.11	Responsibilities of the Authority	The Authority shall approve the documents & reports submitted by Consultant within 15 days of submission.	Please clarify that if there is no comments received from Authority on deliverables within 15 days of submission, then it shall be deemed approved and payment shall be made accordingly.	As Per RFQ cum RFP Document
176	RFQ cum RFP	46	3.11	Responsibilities of the Authority	The Authority shall provide office space only	Please clarify that this facility will be for all the experts of Project Team or only for Associate Experts.	Please Refer Corrigendum 7.
177	RFQ cum RFP	48	A, 4.3.2	Technical Evaluation	-	Please provide marks assigned for each key professional. Please also provide weightage of sub-criteria for key professionals (e.g. education qualification, relevant experience, adequacy for assignment, familiarity with region etc.)	Please Refer Corrigendum 13.
178	RFQ cum RFP	48	4	Evaluation of bids	Marking system	Request to provide break up of various technical parameters i.e. marks for projects, team, approach and methodology, work plan, staffing schedule.	Please Refer Corrigendum 13.
179	RFQ cum RFP	48		Technical Evaluation	Detailed Marking	Request to kindly give the detailed breakup of marking including breakup of marking for key experts.	Please Refer Corrigendum 13.
180	RFQ cum RFP	49	4.3.5	Weightage of Technical and Financial Bid	Technical Proposal – 70% Financial proposal – 30%	Request if the weightage can be revised to incentivize a competitive team and proposal Technical Proposal – 80% Financial proposal – 20%	Please Refer Corrigendum 13.
181	RFQ cum RFP	49	C, 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.	Looking to importance of the assignment and required high-level expertise, we are of the opinion that atleast 80% weightage shall be given to technical proposal.	Please Refer Corrigendum 13.
182	RFQ cum RFP	49	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 weightage for technical proposal may be further segregated into 50% - qualification & experience of the project team; 30% - firm's experience; and 20% - approach methodology, time schedule & work plan. 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 the Client to consider providing 80% weightage on the technical score and 20% for financial score.	Please Refer Corrigendum 13.
183	RFQ cum RFP	50	4.3.5	Weightage of Technical and Financial Bid	If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to two weeks beyond the milestones fixed and in the case of delay of four weeks beyond the mile stone fixed the penalty will be 20% of the quoted fee	Request if the milestone specific penalty clause be relaxed for the engagement since it puts much of the risk with the bidder. Alternately, can the penalty be charged on the non-retainership portion of the fee (milestone based payment) and adequate clauses be added to indemnify the bidder for delay caused by consultants/ client	Please Refer Corrigendum 13.
184	RFQ cum RFP	50	4.3.5	Weightage of Technical and Financial Bid	Technical evaluation ( 30% Firm's experience)	Although the technical evaluation holds significant percentage (30% - Firm's experience) for the marking in for the proposal, the marks however have not been bifurcated for the technical qualification requirement. We request that the marks for the two technical criterions be clarified for the better understanding and evaluation while furnishing our relevant project experience	Please Refer Corrigendum 13.

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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
185	RFQ cum RFP	50	4.3 ( c)	Evaluation of Bids	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 weightage for technical proposal may be further segregated into 50% - qualification & experience of the project team; 30% - firm's experience; and 20% - approach methodology, time schedule & work plan. 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.	The evaluation criteria mentioned here is very broad and subjective, there are no details of marks for evaluation of firm experience and expert CVs. In order to enable us to prepared a technically strong proposal, it is requested to clarify in detail the marks (scoring criteria) for number of projects, the marks for each position of expert and their experience etc.	Please Refer Corrigendum 13.
186	RFQ cum RFP	50	4.3.5	Weightage of Technical and Financial Bid	The weightage for technical proposal may be further segregated into 50% - qualification & experience of the project team; 30% - firm's experience; and 20% - approach methodology, time schedule & work plan.	Authority may requested to provide detailed evaluation criteria for more understanding of technical evaluation.	Please Refer Corrigendum 13.
187	RFQ cum RFP	60	Annexure 1 ( b)	Format for Pre-qualification Proposal (Technical Strength)	Projects without the proof of experience [at least (for Completed Projects: Work Order, Agreement and Completion Certificate), (at least for on-going Projects: Work Order, Agreement and Statutory Audited Statement of last two Payment received)] will not be considered for evaluation.	Majority of the clients in India do not issue a completion certificate. Procuring a completion certificate for submission of bid may take a lot of time. Instead the following is requested for consideration. 1) Given the legal structure of a firm, a firm may have a Board of Directors that authorize various Partners to submit proposals / enter into contractual arrangement on behalf of the firm. It is requested to allow bidders to submit self-certifications from their Partner / authorized signatories. In addition, specific client details (name, phone, email) can be provided which can be used to verify details as and when required. 2) Alternatively, it is requested to consider a Certificate from Chartered Accountant/ Auditor confirming the receipt of full payment from the client.	Please Refer Corrigendum 8.
188	RFQ cum RFP	63	Annexure 1 C	Format for Pre-qualification Proposal (Financial Strength)	Instructions The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date	We request you to allow non-submission of annual reports in case of partnership firms	Please Refer Corrigendum 8.
189	RFQ cum RFP	63	Annexure 1 ( c)	Format for Pre-qualification Proposal (Financial Strength)	<b>1.</b> The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date.	Generally, a certificate from Chartered Accountant/ Auditor testifying the annual turnover is considered to be adequate supporting to showcase the financial strength. It is requested to consider an Auditor Certificate instead of detailed balance sheet, annual report etc.	Please Refer Corrigendum 8.
190	RFQ cum RFP	63	Annexure 1 ( c)	Format for Pre-qualification Proposal (Financial Strength)	<b>5.</b> The Bidder shall also provide the name and address of the Bankers to the Bidder.	As this is not relevant, we request you to delete the same.	Please Refer Corrigendum 8.
191	RFQ cum RFP	72	Annexure 4	iii) Type of Study	b) At least three completed and three on-going Experience in working as Project Management Unit with minimum of two years with Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period.	We request the authority to kindly amend this criteria as follows: At least three on-going Experience in working as Project Management Unit with minimum of two years with Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period;	Please Refer Corrigendum 9.
192	RFP	72	Annexure IV	Firm's References	Bidder should on his own or as lead member of a consortium possess prior experience in providing Transaction Advisory Support (covering techno-economic feasibility studies, project structuring and bid process management) to Central/State Government agencies in at least 3 (three) completed and at least 3 (three) on-going infrastructure projects meeting the following requirement: for Projects claiming under Completed Projects, Bid Process Management should have been successfully completed during the <b>past 07 years preceding the Proposal Due Date</b> as evidenced by completion of Bid evaluation and identification of Preferred Bidder.	Since PPP transactions in India across wider infrastructure sectors were relatively active till 2010, we request if the experience should include the <b>past 12 years preceding the Proposal Due Date</b>	Please Refer Corrigendum 9.
193	RFP	72	Annexure IV	Firm's References	<ul style="list-style-type: none"> <li>Along with <b>Work order copy and/ or Completion Certificate</b>, the submitted testimonial MUST contain other documents which include detail description of work;</li> <li>As a proof of project cost, relevant pages of DPR/ Project Reports published bid documents will be considered;</li> <li>Only those studies would be considered for the evaluation for which the documentary proof mentioning Total Project Cost.                             <ul style="list-style-type: none"> <li>client certificate or work order in case of on-going project assignment</li> <li><b>client certificate or work order and completion certificate</b> in case of completed project assignment</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Since the documents are constrained by client confidentiality, request if GIDB could relax the following clause "As a proof of project cost, relevant pages of DPR/ Project Reports published bid documents will be considered";</li> <li>With reference to the clause "client certificate or work order and completion certificate in case of completed project assignment", request if Copy of contract/ Work Order would suffice as marked in yellow. Moreover, completion certificate is not made available by clients</li> </ul>	Please Refer Corrigendum 9.
194	RFQ cum RFP	72	Annexure 4, (iv)	Firm's References	<b>At least three completed and three on-going Experience</b> in working as Project Management Unit with minimum of two years with Central Government/ State Government Agencies and received fees of at least 50 lakhs during the assignment period.	The (Annexure 4, (iv), page 72 and clause 2.22.2 page 27) two clauses are different. It is requested to clarify the exact applicable condition.	Please Refer Corrigendum 9.
195	RFQ cum RFP	73	Annexure 4	Firm's References	Only those studies would be considered for the evaluation for which the documentary proof mentioning Total Project Cost have been provided immediately after each claimed firm's experience i.e. - client certificate or work order in case of on-going project assignment - client certificate or work order and completion certificate in case of completed project assignment	We request you to allow self-certification of the project cost by the Bidder in case if the client certificate is not available	Not Allowed
196	RFQ cum RFP	73	Annexure 4	Please Note:	a. for Projects claiming under Completed Projects, Bid Process Management should have been successfully completed during the past 07 years preceding the Proposal Due Date as evidenced by completion of Bid evaluation and identification of Preferred Bidder.	We request the authority to amend this clause as follows: "for Projects claiming under Completed Projects, Bid Process Management should have been successfully completed during the past 10 years preceding the Proposal Due Date as evidenced by completion of Bid evaluation and identification of Preferred Bidder."	Please Refer Corrigendum 9.
197	RFP	73	Annexure 4	Firm's References	Annexure 4 Heading: Relevant Services Carried Out in the Last Ten Years.  Annexure 4 Notes: For Projects claiming under Completed Projects, Bid Process Management should have been successfully completed during the past 07 years preceding the Proposal Due Date as evidenced by completion of Bid valuation and identification of Preferred Bidder.	Request the Authority to consider experience over the last 10 (Ten) years preceding the Bid Due Date.	Please Refer Corrigendum 9.
198	RFQ cum RFP	74	Annexure 5	Approach & Methodology	The Write up should cover, in detail, how the consultant would carry out the study, understanding the issues, site appreciation and innovativeness	Since the projects are yet to be identified, how the consultant can understand the project specific issues and site appreciation. Kindly clarify.	Please Refer Corrigendum 10.

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199	RFQ cum RFP	77	Annexure 7	Format of Curriculum Vitae (CV) For Proposed Professional Staff	The CV must be signed by the person whose CV is given. Only those CVs would be considered, which are signed by the concerned persons (Sign of authorized signatory other than the person whose CV is submitted, would not be considered.)	The Annexure 7 mentions that CV signed by the concerned person will only be considered for evaluation whereas in 2.11.5 it is specified that CVs signed by senior officer on behalf of experts may also be considered. Please clarify.	As Per RFQ cum RFP Document
200	RFQ cum RFP	78	Annexure 8 & 9	Time Schedule and activity schedule	Annexure 8, 9 Time schedule and activity schedule	As per the requirement of the document the consultant will have to depute two full time associates at the client office and will closely work with the client. Hence there is no requirement of time and activity schedule. Kindly clarify	Please Refer Corrigendum 14.
201	RFQ cum RFP	81	Annexure 11	Break up - Total Price of the Services	The break-up of Monthly Retainership Fee is as follows.....	We request to kindly consider to incorporate- - Form for quoting remuneration of each expert and - Form for quoting reimbursables This will bring more clarity in financial proposals and also all the bidders will be on equal platform	Please Refer Corrigendum 11.
202	RFQ cum RFP	89	Clause No. 2.2	Project Manager	The Consultant shall ensure that at all times during the fieldwork a resident Project Manager, acceptable to the Client, shall take charge of the operations of the Personnel in the field.	As per Clause 3.5 (Page 41), Two (2) Associate Experts shall be deployed at GIDB. Hence, the clause may be modified accordingly.	Please Refer Corrigendum 12.
203	RFQ cum RFP	89	2.2	Project Manager	-	There is no provision of Project Manager in Project Team (Page 40-42), however looking to role mentioned here this position shall be defined, as deployment of Project Manager will have financial implication therefore it has to be costed in financial proposal.	Please Refer Corrigendum 12.
204	RFQ cum RFP	90	Draft contract - 3.2	Records	During the subsistence of this Agreement and two years from the date of completion of the study, the Consultant shall permit the duly authorized representative of the Client, (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 Client or any person authorized by the Client, from time to time, to audit such records and accounts during and after the services.	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.	Please Refer Corrigendum 12.
205	RFQ cum RFP	90	Draft contract - 3.3	Information	The Consultant shall furnish the Client such information relating to the Services and the Project as the Client may from time to time reasonably request.	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.	As Per RFQ cum RFP Document
206	RFQ cum RFP	90	Draft contract - 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 client to any other persons, firm or organisation. The client 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 client shall be void. The client, may, transfer its rights and obligations to any other person, firm or organisation only with the consent of the consultants.	We request the Client to allow the consultant to decide on its own on which sub-contracting firm to select for outsourcing some of the scope of work as part of this mandate. In cases, where the Client is not satisfied with such firm/individual and provides it in writing about the same, the consultant shall replace such sub-contractor/individual consultant as and when required by the Client.  We may take assistance from our contractors or other PwC firms (each of which is a separate and independent legal entity) and may share confidential information with them in connection with this engagement. However, we remain solely liable to the Client for their acts; claims (if any) in relation to this engagement will be routed solely through Client and us.	As Per RFQ cum RFP Document
207	RFQ cum RFP	91	3.5	Confidentiality	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.	The period is undefined. It is requested to add a time period which may be as follows: 'The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year'	As Per RFQ cum RFP Document
208	RFQ cum RFP	91	Draft contract - 3.5	Confidentiality	(a) The consultant shall treat all information, report and other submissions made by them as confidential, and shall take all reasonable precautions of those having access to such materials maintaining confidence. With respect to questionnaire and survey in project all information gathered should be treated as confidential.  (b) The Consultant shall use all the documents, drawings and other data and information of a proprietary nature received from the Client 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 study by a suitable secrecy agreement  (c) Except with the prior written consent of the Client, 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.	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: Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act.  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: Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	As Per RFQ cum RFP Document
209	RFQ cum RFP	92	3.6	Prohibition on Conflicting Activities	The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.	Given the size and scale of operations of our firm, it may be difficult to confirm/ adhere to the clause. Hence, we request you to modify this clause making it applicable to the team members that are proposed for this project.	As Per RFQ cum RFP Document

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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
210	RFQ cum RFP	92	3.8	Insurance	The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client.  The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.	We would like to clarify that Our Firm has appropriate and required insurance policy covering all important aspects (employees, Professional Liability etc.). It provides adequate health and accident cover to all its employees. It also has adequate risk coverage insurances. Hence, it is requested to confirm that these coverages shall be considered under this obligation.	As Per RFQ cum RFP Document
211	RFQ cum RFP	92	Draft contract - 3.6	Prohibition on conflicting activities	The Consultant shall ensure that no member of the Personnel assigned to the Contract shall not engage, directly or indirectly, during the subsistence of this Contract either in his name or in the name of his close relative or through the Consultant, in any other business or professional activities which is likely to be conflict with the performance of his duties or assignment under this Contract.	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	As Per RFQ cum RFP Document
212	RFQ cum RFP	92	Draft contract - 3.8	Insurance	The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Client.  The Client undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	As Per RFQ cum RFP Document
213	RFQ cum RFP	93	3.11	Ownerships of data, Information and Documentation	All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of the Authority. Any reproduction, in part or full of the submissions made would require permission of Authority.	We request the client to kindly consider and confirm the following: The consultant should be given a one-time approval to refer to this engagement for client citation purposes. Also, definite outer boundaries for the survival of confidentiality obligations need to be documented.	As Per RFQ cum RFP Document
214	RFQ cum RFP	93	Draft contract - 3.11 & 3.12	Ownership of data, Information, Documentation and Copyright	Ownerships of data, Information and Documentation - All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of the Client. Any reproduction, in part or full of the submissions made would require permission of Client.  Copyright - The Client shall retain copyright of all documents prepared by consultants and shall be entitled to use or copy them for the intended work and for this need not obtain the consultant's permission. Consultant shall need to take permission from the Client for copying the documents mentioning the purpose for which they are intended.	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. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.  Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	As Per RFQ cum RFP Document
215	RFQ cum RFP	94	4.2 (a)	Retainership Fee	a) In consideration of the services to be provided by the selected consultant under this contract, the consultant is entitled for seventy percent (70%) of the first year's Retainership Fee (as quoted by the selected consultant in Annexure 10 and Annexure 11 of this RFQ cum RFP Document) on a monthly basis in twelve equal instalments. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Client Acceptance of the work done for the subject month b) 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 c) Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Client agreed milestones/ deliverables (submitted by the consultant and accepted by the Client on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Client	We request the Client to suggest the no. of projects that the team might be working at a given point of time. Also, it is requested if the Client can agree in advance on the key timelines for preparing any deliverable. Following are the proposed timelines: - Project conceptualization - 1 months - Market and Demand assessment - 2 months - Financial feasibility and Project structuring - 2 months - Preparation of Bid documents - 2 months - Bid process management (post release of RFP) - 3 months - Application to GoI for Grants under various schemes or Financial institutions for Loans etc., - 2 months - Selection and Appointment of Technical consultant for DPR, Branding & Design agency, Technical Consultant, Architech etc. - 4 months	Please Refer Corrigendum 12.
216	RFQ cum RFP	94	4.2 (a)	Retainership Fee	a) In consideration of the services to be provided by the selected consultant under this contract, the consultant is entitled for seventy percent (70%) of the first year's Retainership Fee (as quoted by the selected consultant in Annexure 10 and Annexure 11 of this RFQ cum RFP Document) on a monthly basis in twelve equal instalments. Such fee shall be paid upon submission of invoice on a monthly basis along with monthly timesheets, supported by the Client Acceptance of the work done for the subject month b) 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 c) Further, the selected consultant is also entitled for the balance thirty percent (30%) of the retainership fee against all the Client agreed milestones/ deliverables (submitted by the consultant and accepted by the Client on a quarterly basis), upon submission of quarterly invoice (upon completion of all milestones/ deliverables for the quarter) and upon Acceptance of the same by the Client	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	Please Refer Corrigendum 12.



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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
217	RFQ cum RFP	97	7	Liquidated Damages for late submission	<p><b>7.1 Performance Security:</b> The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2.</p> <p>7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified in Annex-12 of this Agreement.</p> <p><b>7.2 Liquidated Damages for Non-Performance or Late Submission:</b> 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 One Year Contract Value.</p>	We request you to limit the liability cap for clause no. 7 to 10% of all the amounts due and payable, and for the reasons solely attributable to the Consultant.	Please Refer Corrigendum 12.
218	RFQ cum RFP	98	Annexure 15: Draft Contract, Cl. 8.0	Draft Contract: Termination of the Contract	8.1 The Client 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.	It is suggested that "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" should be modified as "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 no step on behalf of the Consultant has been taken towards the remedy of such breach"	As Per RFQ cum RFP Document
219	RFQ cum RFP	98	Draft contract - 8.1	Termination and Liquidation damage	The Client 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 Client. Client 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 client 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 client within 30 days of termination date.	<p>To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.</p> <p>To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.</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>	Please Refer Corrigendum 12.
220	RFQ cum RFP	99	Draft contract - 10	Compliance with laws, statutes, rules and regulations of Government / local Client	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 client 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 Client.	<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> <p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.</p> <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 Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlements; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards.</p>	As Per RFQ cum RFP Document
221	RFQ cum RFP	100	Annexure 15: Draft Contract, Cl. 15	Draft Contract: Arbitration Clause	The expense of the arbitration shall be paid as may be determined by the Arbitrators	It is suggested to modify the statement as "The expense of the arbitration shall be equally paid by both the Parties, unless otherwise specified in the arbitral award."	As Per RFQ cum RFP Document
222	RFQ cum RFP	100	Draft contract - 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 Client. However this clause will not prevent the client from levying the liquidated damages as per Clause 7 and 8.1	<p>This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice.</p> <p>Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.</p>	As Per RFQ cum RFP Document

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Sr. No.	Refer Document	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
223	RFQ cum RFP	101	Annexure 15: Draft Contract, Cl. 17.0	Draft Contract: Indemnity	Consultant shall indemnify the client and every members, officers and employees of the client, 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	It is suggested to modify the statement as "Both the Parties shall indemnify each other and shall keep them indemnified till the period of 6 months beyond the assignment period of Program Management Consultant, 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"	As Per RFQ cum RFP Document
224	RFQ cum RFP	101	Annexure 15 : Draft Contract, Cl. 17	Indemnity	Consultant shall indemnify the client and every members, officers and employees of the client, 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	Request the authority to remove this clause	As Per RFQ cum RFP Document
225	RFQ cum RFP	102	Draft contract - 18.4	Survival	The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As Per RFQ cum RFP Document
226	RFQ cum RFP	-	No clause in RFP.	No third party disclaimer	-	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.	As Per RFQ cum RFP Document
227	RFQ cum RFP	ii		Letter of Invitation	We are pleased to invite you to participate in the Bidding Process for the "Selection of Consultant for Program Management Consultancy Services for Development of Priority Infrastructure Projects on PPP Mode in Gujarat".	Request to kindly clarify the definition of "Priority Infrastructure Projects" as there are 20 sectors defined in the GIDB Act 1999.	As per Schedule I of GID Act, 1999
228	RFQ cum RFP	NA	NA	Other suggestion of RFP	NA	As per our understanding, the Assignment includes two set of projects (i) TYPE A: identified projects/priority projects and (ii) TYPE B: Green field projects which are not yet identified and to be identified by the consultant. We request the Authority to consider following approach towards the entire assignment (i) Please provide list of priority sectors (5-10 based on TYPE A Projects) and ask consultants to submit CVs and other credentials related to these priority sectors (ii) For the TYPE B Projects, the Authority may consider appointment of additional resources (having specified skillsets of the other sectors ) and the consultant may be paid additionally on Pro-rata basis (as per Type A) AND/OR Success fee based on the pre-defined slabs. As requested in Sr. No. 20 of our query. This mechanism will help GIDB to get the effective team to work based on sectors and also help consultants to provide additional resources as per the requirement which are not clear at this point in	Please Refer Corrigendum 7.
229	RFQ cum RFP					Please confirm if the Consultant is expected to ideate/ identify the projects. If no, then request if an indicative number of projects against each sector can be provided to identify the manpower required	Please Refer Corrigendum 7.
230	RFQ cum RFP				Success fees	We request the authority to kindly add 1% or 2% success fee of the total project cost for every successful PPP project wherein the concession agreement has been signed between the authority and concessionaire. The success fee will be paid by the successful bidder to the consultant.	As Per RFQ cum RFP Document
231	RFQ cum RFP			New Clause		Request the authority to include the following clause - The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional	As Per RFQ cum RFP Document