

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

Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
1	RFQ cum RFP	10			The scope has to be delivered through a combination of primary and secondary research such as questionnaires to all industrial parks, and in-person meetings with stakeholders, authorities and agencies.	Please elaborate industrial park details and government nodal agency address and contact details to collect data. Please elaborate or provide list of stakeholders, authorities and agencies for collection of data. This is required for calculation of support staff and their travel and lodging planning and other overhead calculation.	Refer Corrigendum 2
2	RFQ cum RFP	10			The appointed agency shall coordinate and follow up through email/ phone with different field offices of statutory departments for collection of various data required for the study for Gujarat State. GIDB shall provide necessary support for coordination with these departments. These departments may include but not limited to Gujarat Industrial Development Corporation (GIDC), Gujarat Water Supply & Sewerage Board (GWSSB), Gujarat Water Infrastructure Limited (GWIL), Gujarat Water Resource Development Corporation (GWRDC), Gujarat Pollution Control Board (GPCB), Industries Commissionerate (IC), etc.	We understand we have to coordinate with head office of departments located at Gandhinagar office Kindly confirm If other than that kindly provide the list of Departments and address.	Refer Corrigendum 2
3	RFQ cum RFP	12	1.4	Schedule of the bidding process	Last Date of Submission of RFQ cum RFP □ (a) Submission of Financial Bid (online) - 02 January 2022□ (b) Submission of Technical Bid (Hard Copy) - 03 January 2022□	We request you to extend the submission deadline for atleast 3 weeks.	Refer Corrigendum 1
4	RFQ cum RFP	12	1.4	Schedule of the bidding process	Submission of Technical Bid - (Hard Copy)	Request the client the mode of technical bid submission from hard copy to online submission through procurement portal or email submissions.	As per RFQ cum RFP Document
5	RFQ cum RFP	14	2.1.9	General Terms of Bidding Conflict of interest	2.1.9. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process.	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
6	RFQ cum RFP	15	2.2.	In case of Consortium	The consultants in the consortium shall not be allowed to bid for the project individually.	Kindly clarify whether Consortium or also JV Partner shall be allowed. Also, the consortium shall be maximum of how many firms?	As per RFQ cum RFP Document
7	RFQ cum RFP	16	2.2	In case of Consortium	The Team Leader shall be from the Lead Member of the Consortium.	We understand that the Team Leader may be a regular full-time employee of the Lead Member or a competent Independent Consultant associated with the Lead Member. We request you to kindly revise the clause for clarity. Revised clause: The Team Leader shall be from the Lead Member/ Independent Consultant associated with the Lead Member Kindly confirm.	As per RFQ cum RFP Document
8	RFQ cum RFP	24	Clause No-2.11.5ix).	Key personnel	Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees. The Authority defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.	Kindly indicate the Marking Criteria for Key Personnel such as educational qualifications, relevant experience, regular full-time employees etc.	As per RFQ cum RFP Document
9	RFQ cum RFP	24	2.11.5.2.ix)	Envelope B - The Technical Proposal	Higher rating will be given to nominated experts from the consulting firm and associated consulting firms, if any, who are regular full-time employees . The Authority defines a regular full-time employee to be a person who has been employed continuously by the Consultant or one of its Associates, for more than twelve (12) months prior to the date of submission of the Proposal.	It is necessary to nominate experts with extensive experience in demand assessment, supply assessment, gap analysis, investment mechanism etc. in the industrial water sector. Such experience might be available with a competent Independent Consultant. Thus, we request to waive off additional mark allocation for full-time employees, in the interest of greater participation. Kindly reconsider.	As per RFQ cum RFP Document
10	RFQ cum RFP	26	2.13.2	Bid Due Date	All applications should be submitted through RPAD speed Post or Courier only. Applications through Hand Delivery shall not be accepted. No applications after the due date shall be considered for the evaluation.	We are executing multiple projects across the State of Gujarat, with our office located in Ahmedabad. For ensuring safe and efficient delivery of our application and in the interest of time, we request you to allow Hand Delivery of applications by our employees. Revised clause: All applications should be submitted through RPAD speed Post or Courier or Hand Delivery only. No applications after the due date shall be considered for the evaluation. Kindly reconsider.	As per RFQ cum RFP Document
11	RFQ cum RFP	28	2.20.	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	We request client to kindly consider Bid Security in the form of Bank Guarantee	As per RFQ cum RFP Document
12	RFQ cum RFP	28	2.20.6 (iii)	Forfeiture of bid security	(iii) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 4.7:	We request to kindly remove this condition as the negotiations on submitted proposal should allow both parties to agree or disagree on negotiated conditions.	As per RFQ cum RFP Document
13	RFQ cum RFP	28	2.20.	Bid Security	The Bidder shall furnish as part of its bid, a Bid Security of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a <u>demand draft</u> issued by one of the nationalized / Scheduled banks in India drawn in favour of - Gujarat Infrastructure Development Board payable at Gandhinagar	It is requested to consider Bid Security in form of <u>FDR (Fixed Deposit Receipt)</u> also. May kindly consider and confirm.	As per RFQ cum RFP Document

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14	RFQ cum RFP	29	2.21.2	Performance Security	An amount equal to 3% (Three per cent) of the Consultant Agreement Value shall be deemed to be the Performance Security in the form of Bank Guarantee (BG) (as per Annexure 12) from any nationalised/scheduled commercial bank in India for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.	We request you to consider List of Scheduled Commercial Banks (SCBs) in India published by RBI. (Link:https://rbi.org.in/scripts/bs_viewcontent.aspx?Id=3657)	As per RFQ cum RFP Document
15	RFQ cum RFP	30	2.21.8	Performance Security	The Performance Security deposit shall be paid in time and if it is paid after fifteen (15) days from the date of issuance of LOA then the penalty of 0.065% per day of the amount of security deposit shall be recovered from the bidder while receiving the security deposit.	We request to extend the timeline for performance security to 45 days.	As per RFQ cum RFP Document
16	RFQ cum RFP	31	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Detailed Project Report 1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central/ Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: >Comprehensive Water Supply Plan >Water Supply Distribution Network >Any water related physical infrastructure projects and Infrastructure Planning	Request for inclusion of Ongoing Projects.	As per RFQ cum RFP Document
17	RFQ cum RFP	31	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Detailed Project Report 1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central/ Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: >Comprehensive Water Supply Plan >Water Supply Distribution Network >Any water related physical infrastructure projects and Infrastructure Planning	In addition to DPR preparation, detailed review, and comments/recommendations on DPRs undertaken by the bidder shall also be considered for evaluation.	As per RFQ cum RFP Document
18	RFQ cum RFP	31	2.22.4	Pre-qualification/ eligibility criteria for the applicants - Technical Strength	Detailed Project Report 1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: - Comprehensive Water Supply Plan - Water Supply Distribution Network - Any water related physical infrastructure projects and Infrastructure Planning	The Scope of Work of the assignment provide in Clause 3.2 involves Water Demand assessment, Supply availability, Supply assessment, Demand-supply gap identification, Tariff assessment and Investment mechanisms. Thus we request to also allow projects involving hydro-economic analysis and industrial water management under the eligibility criteria. Revised clause: 1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: - Comprehensive Water Supply Plan - Water Supply Distribution Network - Any water related physical infrastructure projects and Infrastructure Planning - Hydro-economic analysis (including industrial water) - Industrial Water Management Plan	Refer Corrigendum 3
19	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	I. Category I: Detailed Project Report 1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: Comprehensive Water Supply Plan Water Supply Distribution Network Any water related physical infrastructure projects and Infrastructure Planning *Note: 1. Infrastructure Engineering, Detailed Engineering Projects, Improvement & Remodelling Design based projects shall not be considered.	Based on the name of the category i.e. Detailed project report, it suggests that DPRs of water supply project would be required as part of this category but the note suggests not to consider Infrastructure Engineering, Detailed Engineering Projects, Improvement & Remodelling Design based projects, while DPR projects would include detailed engg design. We understand we need to provide projects related to Comprehensive Water Supply Plan, Water Supply Distribution Network Any water related physical infrastructure projects and Infrastructure would be required in category 1 Detailed project report. Our understanding is Detailed project report(DPR) with detailed engg and design is not required in category 1. Request client to confirm our understanding.	Yes

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20	RFQ cum RFP	31	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<p>Detailed Project Report</p> <p>1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central/ Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years:</p> <ul style="list-style-type: none"> >Comprehensive Water Supply Plan >Water Supply Distribution Network >Any water related physical infrastructure projects and Infrastructure Planning <p>Demand Supply Gap Analysis</p> <p>1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years:</p> <ul style="list-style-type: none"> >Identification of Gaps <p>Sensitivity analysis</p> <ul style="list-style-type: none"> >For any related physical infrastructure projects and Infrastructure Planning <p>Investment Plan</p> <p>1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years:</p> <ul style="list-style-type: none"> >Phase wise investment plan <p>Implementation Strategy and mechanism</p> <ul style="list-style-type: none"> >For any related physical infrastructure projects and Infrastructure Planning <p>*Note:</p> <ol style="list-style-type: none"> 1. Infrastructure Engineering, Detailed Engineering Projects, Improvement & Remodelling Design based projects shall not be considered. 2. The projects awarded by Industry Associations or private organizations will not be considered. 3. The Project/Assignment Fee shall be at least 15 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the 	<p>We request the Authority to kindly consider the experience in Industrial Parks/ Special Economic Zones projects.</p> <p>Kindly confirm.</p>	As per RFQ cum RFP
21	RFQ cum RFP	31	2.2.3	Pre – qualification/ Eligibility criteria for the applicants - General	The Company / Firm should not have been blacklisted by any Government/. Public Sector Organization in the format specified at Annexure 1 (E) of this RFQ cum RFP;	The Client is requested to revise the pre-qualification regarding blacklisting/ debarment. Entities that are not blacklisted / debarred at the time of the submission of bid should be allowed to participate in the tender process. Further, entities whose blacklisting was subsequently revoked / set aside/modified/challenged in the competent court of law should also be allowed to participate in the tender process.	As per Annexure 1(A), sr. no 9, Annexure 1 (E) is to be submitted for: "Is your company/ firm currently blacklisted by any government (Central, State, ULBs)/ funding agencies (World Bank, ADB, JBIC, DFIC, etc.)/ Public Sector Undertaking?"
22	RFQ cum RFP	31	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<p>Detailed Project Report:</p> <p>1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years.</p> <p><input type="checkbox"/> Comprehensive Water Supply Plan</p>	<p>We request to allow the ongoing projects as well and amend the clause as:</p> <p>1 (One) ongoing/ completed projects in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years.</p> <p><input type="checkbox"/> Comprehensive Water Supply Plan Comprehensive Water Supply Plan/Wastewater</p>	As per RFQ cum RFP Document
23	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants – Technical Strength	<p>General:</p> <p>Completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments /UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years:</p>	<p>We request client to kindly consider Ongoing projects with 2 years of completion from the date of contract signing.</p> <p>Also requesting to kindly consider experience in last 15 (Fifteen) years</p>	As per RFQ cum RFP Document
24	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants – Technical Strength	<p>Demand Supply Gap Analysis:</p> <p>1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years:</p> <ul style="list-style-type: none"> • Identification of Gaps • Sensitivity analysis <p>For any related physical infrastructure projects and Infrastructure Planning</p>	We understand that projects involving demand assessment / review / study of existing infrastructure / existing studies and design of infrastructure projects will be considered as an qualifying projects against this criteria.	As per RFQ cum RFP Document
25	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants – Technical Strength	<p>Investment Plan:1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years:</p> <ul style="list-style-type: none"> • Phase wise investment plan • Implementation Strategy and mechanism <p>For any related physical infrastructure projects and Infrastructure Planning</p>	<p>We had been engaged with various authorities in India and Abroad for providing similar studies, wherein client has mentioned this category as financial modelling / financial analysis / economic analysis wherein mode of implantation of the project has been worked out.</p> <p>We request you to kindly consider projects wherein financial modelling / financial analysis / economic analysis as an qualifying projects against this criteria.</p>	As per RFQ cum RFP Document
26	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<p>Demand Supply Gap Analysis</p> <p>1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years:</p> <ul style="list-style-type: none"> >Identification of Gaps <p>Sensitivity analysis</p> <ul style="list-style-type: none"> >For any related physical infrastructure projects and Infrastructure Planning 	Request for inclusion of Ongoing Projects.	As per RFQ cum RFP Document

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27	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Investment Plan 1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: >Phase wise investment plan Implementation Strategy and mechanism >For any related physical infrastructure projects and Infrastructure Planning	Request for inclusion of Ongoing Projects.	As per RFQ cum RFP Document
28	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Investment Plan 1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: •Phase wise investment plan •Implementation Strategy and mechanism For any related physical infrastructure projects and Infrastructure Planning Note: The Project/Assignment Fee shall be at least 15 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	We request you to kindly modify this clause as follows: Investment Plan 1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: •Phase wise investment plan •City Development Plan / Smart City Proposal •Implementation Strategy and mechanism For any related physical infrastructure projects and Infrastructure Planning Note: The Project/Assignment Fee shall be at least 10 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	As per RFQ cum RFP Document
29	RFQ cum RFP	32	Clause No - 2.22.4	Pre – qualification / Eligibility criteria	Category I: Detailed Project Report Category II: Demand Supply Gap Analysis Category III: Investment Plan	Please confirm that, Experience in preparation of DPR/ Detailed Engineering for the projects of Water Supply executed under ULBs/ Industrial SEZ which has got the similar scope of work can be considered in this criteria	As per RFQ cum RFP Document
30	RFQ cum RFP	32	Clause No - 2.22.4	Pre – qualification / Eligibility criteria	The Project/Assignment Fee shall be at least 15 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category	Kindly modify the clause as below. The Project/Assignment Fee shall be at least 15 Lakhs. A project (with same engagement agreement, including extensions) will be considered in maximum any two categories if the similar scope of work involves	As per RFQ cum RFP Document
31	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	The projects awarded by Industry Associations or private organizations will not be considered.	There are many demand assessment studies undertaken by the private organisation/ Industry association. The reports prepared for the study comprised detailed assessment, data analysis, sector challenge, recommendation & other insights and hence it is requested to consider projects awarded by Industry Associations or private organizations for evaluation.	As per RFQ cum RFP Document
32	RFQ cum RFP	32	2.22.4	Note. 3.	The Project/Assignment Fee shall be at least 15 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	Large consultancy assignments involve multiple sub-assignments covering different categories. Thus, it is suggested to allow Project/Assignments with Fee more than 50 Lakhs to be considered under multiple categories. Revised clause: The Project/Assignment Fee shall be at least 50 Lakhs. A project (with same engagement agreement, including extensions) will be considered in multiple categories. Kindly reconsider	As per RFQ cum RFP Document
33	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Demand Supply Gap Analysis: 1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years.	We request to allow the ongoing projects as well and amend the clause as: 1 (One) ongoing/ completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/ UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years.	As per RFQ cum RFP Document
34	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Investment Plan: 1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years.	We request to allow the ongoing projects as well and amend the clause as: 1 (One) ongoing/ completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years.	As per RFQ cum RFP Document
35	RFQ cum RFP	32	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength: Investment Plan	1 (One) completed projects experience in any of the following studies/ programs/ schemes for State Departments/ Central Departments/UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: >Phase wise investment plan >Implementation Strategy and mechanism Note: Infrastructure Engineering, Detailed Engineering Projects, Improvement & Remodelling Design based projects shall not be considered	We understand that the projects related to preparation of Feasibility Study, Detailed Project Report wherein the Cost benefit Ratio and the Financial Modelling are carried out for infrastructure projects shall be considered for evaluation. Kindly clarify & confirm.	As per RFQ cum RFP Document
36	RFQ cum RFP	32	Note		1. Infrastructure Engineering, Detailed Engineering Projects, Improvement & Remodelling Design based projects shall not be considered. 2. The projects awarded by Industry Associations or private organizations will not be considered. 3. The Project/Assignment Fee shall be at least 15 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	1. In case the required scope is undertaken as part of the Infrastructure Engineering, Detailed Engineering Projects, Improvement & Remodelling Design, the same may be considered. 2. No comments 3. In case a project qualifies for more than one category, it may be considered eligible for more than one category. Please review and consider.	As per RFQ cum RFP Document

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37	RFQ cum RFP	31, 32	2.22.4	Pre – qualification/ Eligibility criteria for the applicants - General	1 (One) completed projects in any of the following studies/ programs/ schemes for State Departments/ Central Departments/ UTs/ ULBS/ PSUs within India or Abroad during last 10 (Ten) years: - Comprehensive Water Supply Plan - Water Supply Distribution Network - Any water related physical infrastructure projects and Infrastructure Planning	Since the proposed engagement doesn't include the scope of preparation of DPR, we kindly request the Client to remove this criteria. In case the requirement of this condition is mandatory, it is requested to consider the experience of review of the DPRs	As per RFQ cum RFP Document
38	RFQ cum RFP	33	2.22.4.	General Instructions	For Completed projects Completion Certificate, or iv) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client):	Request for deletion of this clause and consider Work Order, or Agreement	As per RFQ cum RFP Document
39	RFQ cum RFP	33	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength, General Instructions	2. Work order copy and/ or Completion Certificate shall specifically mention type of work as per above experience requirement category in the Scope of Work/ Terms of Reference, along with Total Project Cost and clearly highlight the relevant scope/ terms for evaluating the experience.	It is requested to amend this clause as below "Work order copy and/ or Completion Certificate shall specifically mention similar type of work as per above experience requirement category in the Scope of Work/ Terms of Reference, along with Total Project Cost."	As per RFQ cum RFP Document
40	RFQ cum RFP	34		General Instructions	The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), Statutory Audit and Taxation Services to its Clients.	We request to amend the clause as: The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit) Services to its Clients.	As per RFQ cum RFP Document
41	RFQ cum RFP	36	3.2.1	Scope of Work: Demand Assessment	c) Compilation of last ten (10) years of the water withdrawal. The Comparative growth rate of each estate in terms of water usage KL/Ha.	Is there data regarding water withdrawal available with the authority? If not, please clarify if analysis based on certain assumptions will suffice.	Refer Correigendum 2
42	RFQ cum RFP	36	3.2.1.	Demand Assessment	a) Assess existing industrial water demand across the state, involving detailed region-wise (covering each of the GIDC estate, private industrial park, industrial cluster, Special Investment Region, industrial node, SEZ, thermal power plant, dairy milk plant, etc. termed as "industrial parks") investigation about the nature of industries, consumption pattern, the quantity of water requirement. b) Map the region/zone-wise, sector-wise annual projections for industrial water demands considering existing industries, industrial parks under implementation, being planned, and projected for the future up to the year 2050 c) Compilation of last ten (10) years of the water withdrawal. The Comparative growth rate of each estate in terms of water usage KL/Ha. d) Calculate the industrial water demand estimate by computing the industrial park-wise sectors' classification and the current water demand estimates for each sector.	We understand following are the industrial parks in Gujarat 250 nos industrial parks in Gujarat 1. GIDC estate, private industrial park, industrial cluster- 182 industrial estates 2. Special Investment Region-8 Nos 3. Industrial nodes -6 nos 4. SEZ-47 Nos 5. Thermal power plants- Gujarat has 23 power plants of which 9 are thermal power plants 6. Dairy milk plant - 25 Nos private dairy plants Please provide compressive industrial park list (a) Please define procedure for data collection from industrial parks (b) who will provide last ten (10) years of the water withdrawal data to consultant (b) Please provide list of minimum support staff required for data collection for bidding	Refer Correigendum 2
43	RFQ cum RFP	36	3.1, Para 4		The scope has to be delivered through a combination of primary and secondary research such as questionnaires to all industrial parks, and in-person meetings with stakeholders, authorities and agencies. The appointed agency shall coordinate and follow up through email/ phone with different field offices of statutory departments for collection of various data required for the study for Gujarat State. GIDB shall provide necessary support for coordination with these departments. These departments may include but not limited to Gujarat Industrial Development Corporation (GIDC), Gujarat Water Supply & Sewerage Board (GWSSB), Gujarat Water Infrastructure Limited (GWIL), Gujarat Water Resource Development Corporation (GWRDC), Gujarat Pollution Control Board (GPCB), Industries Commissionerate (IC), etc.	Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive field work including surveys at individual industry level across the state of Gujarat, the time period of 18 weeks seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 9 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments/locations.	Refer Correigendum 2
44	RFQ cum RFP	36	3.2.1 (a)		Assess existing industrial water demand across the state, involving detailed region-wise (covering each of the GIDC estate, private industrial park, industrial cluster, Special Investment Region, industrial node, SEZ, thermal power plant, dairy milk plant, etc. termed as "industrial parks") investigation about the nature of industries, consumption pattern, the quantity of water requirement.	Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive field work including surveys at individual industry level across the state of Gujarat, the time period of 18 weeks seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 9 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments/locations	Refer Correigendum 2
45	RFQ cum RFP	37	3.2.2	Sourcing and Supply Availability	a) Examining the current extraction of water from various sources such as surface water, underground water, storage practices, and new sources such as desalination plants, water recycle and reuse policy, etc. for industrial supply, including identification of authority which has sanctioned such supply, quantum of sanctioned supply, quantum of actual drawal against sanctioned supply for each industrial park. □ e) Forecast water availability/ capacity for different water sources up to 2050 and assessment of need for the source augmentation covering the traditional water sources i.e. surface water, ground water etc. as well as recently. □	Is there data regarding water withdrawal available with the authority? If not, please clarify if analysis based on certain assumptions will suffice.	Refer Correigendum 2
46	RFQ cum RFP	37	3.2.4	Scope of work: Tariff	District-wise assessment of the actual cost of water supply and cost-benefit options between sources.	Please verify that this calculation will be based on block cost basis. No engineering design calculations, BOQ will be required for the said task.	The calculations shall be based on block cost

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
47	RFQ cum RFP	37	3.2.2	Sourcing and Supply Availability:	a) Examining the current extraction of water from various sources such as surface water, underground water, storage practices, and new sources such as desalination plants, water recycle and reuse policy , etc. for industrial supply, including identification of authority which has sanctioned such supply, quantum of sanctioned supply, quantum of actual drawal against sanctioned supply for each industrial park b) Mapping of various sources across various districts and assessment of water stressed districts for industrial water supply. c) Assess the capacity of varied modes of existing water supplies that cater to industrial demand, including modes such as bulk and distribution pipelines, canals, local ponds, check dams, ULBs, State water grid, or bore wells. d) Forecast water availability/ capacity for different water sources up to 2050and assessment of need for the source augmentation covering the traditional water sources i.e. surface water, ground water etc. as well as recently.	a) Please define procedure for data collection of water sources such as surface water, underground water, storage practices, and new sources such as desalination plants, water recycle and reuse policy - for industrial supply b) who will provide the data related to quantum of sanctioned supply, quantum of actual drawal against sanctioned supply for each industrial park , sources across various districts and assessment of water stressed districts for industrial water supply. c)Details of varied modes of existing water supplies that cater to industrial demand, including modes such as bulk and distribution pipelines, canals, local ponds, check dams,170 ULBs, State water grid, or bore wells d) who will provide water availability/ capacity for different water sources up to 2050 and other water source data to consultant e) Please provide list of minimum support staff required for data collection from source department for bidding purpose	Refer Correigendum 2
48	RFQ cum RFP	37	3.2.2 (b)		Map the region/zone-wise, sector-wise annual projections for industrial water demands considering existing industries, industrial parks under implementation, being planned, and projected for the future up to the year 2050.	Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive filed work including surveys at individual industry level across the state of Gujarat, the time period of 18 weeks seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 9 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments/locations	Refer Correigendum 2
49	RFQ cum RFP	37	3.2.2 (b)		Mapping of various sources across various districts and assessment of water stressed districts for industrial water supply.	Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive filed work including surveys at individual industry level across the state of Gujarat, the time period of 18 weeks seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 9 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments/locations	Refer Correigendum 2
50	RFQ cum RFP	37	3.2.2 (c)		Assess the capacity of varied modes of existing water supplies that cater to industrial demand, including modes such as bulk and distribution pipelines, canals, local ponds, check dams, ULBs, State water grid, or bore wells	Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive filed work including surveys at individual industry level across the state of Gujarat, the time period of 18 weeks seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 9 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments/locations	Refer Correigendum 2
51	RFQ cum RFP	37	3.2.2 (e)		Forecast water availability/ capacity for different water sources up to 2050 and assessment of need for the source augmentation covering the traditional water sources i.e. surface water, ground water etc. as well as recently	Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive filed work including surveys at individual industry level across the state of Gujarat, the time period of 18 weeks seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 9 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments/locations	Refer Correigendum 2
52	RFQ cum RFP	38	3.2.5	Investments & Reform	Suggest detailed phase-wise projects, investment plans, and modes of implementation on a timescale.	Please confirm that this calculation will be based on block cost basis. No engineering design calculations, BOO will be required for the said task.	The calculations shall be based on block cost
53	RFQ cum RFP	38	3.2.6		c) While finalizing the report, the Consultant shall need to present and discuss it at several forums and stakeholders including the steering committee, government body, etc. Necessary suggestions shall be included in the modified draft. The role of the consultant shall be over on acceptance of the final report.	The term 'acceptance of the final report' seems slightly open ended. Please indicate the tentative effort (in person month) post submission of draft report. Also clarify the indicative timeline for the final report and approval process. If there is no clarity at this point, we suggest to modify the remuneration as follow: a) Completion of Milestones b) Monthly retainer amount post submission of draft report (For period of additional ~18 months - till hearing/ submissions to NWDT) The total price bid can quoted as (a) + (b)	Refer Corrigendum 5
54	RFQ cum RFP	38	3.3. Table: SI no. 1	Project Team - Team Leader	Relevant Ph.D/ Post Graduate Degree in Civil Engineering, Management or Planning with 15 years of relevant experience in conducting studies/surveys in fields related to infrastructure sector	The Team Leader needs to lead the team and is primarily required to carry out coordination activities with respect to the assignment involving surveys, demand assessment, supply assessment, gap analysis, investment mechanism etc. in the industrial water sector. Moreover, the Team Leader needs to bring in knowledge of best practices across similar States. Therefore to align the qualification of the expert with the Scope of Work of the assignment provide in Clause 3.2, we would request you to modify the criteria as below. Revised Clause: Relevant Ph.D/ Post Graduate Degree in Civil Engineering, Management or Planning with 15 years of relevant experience in leading assignments in water/ industrial infrastructure sector.	Refer Corrigendum 4

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority																								
55	RFQ cum RFP	38	3.3	Project Team	Team Leader: Relevant Ph.D/ Post Graduate Degree in Civil Engineering, Management or Planning with 15 years of relevant experience in conducting studies/surveys in fields related to infrastructure sector.	We request to amend the clause as: Team Leader: Relevant Ph.D/ Graduate /Post Graduate Degree in Civil Engineering/ Management or Planning with 10 years of relevant experience in conducting studies/surveys in fields related to infrastructure sector.	As per RFQ cum RFP Document																								
56	RFQ cum RFP	38	3.3	Project Team	Water Supply Expert: Relevant Post Graduate Degree in Civil Engineering, Management or Planning with 10 years of Experience in water sector.	We request to amend the clause as: Relevant Graduate / Post Graduate Degree in Civil Engineering/ Architecture/ Management or Planning with 7 years of Experience in water sector .	As per RFQ cum RFP Document																								
57	RFQ cum RFP	38	3.3	Project Team	Industrial Infrastructure Expert: Relevant Post Graduate Degree in Engineering, Management or Planning with 10 years of Experience in Industrial Infrastructure sector.	We request to amend the clause as: Relevant Graduate/ Post Graduate Degree in Engineering/ Architecture/ Management or Planning with 7 years of Experience in Industrial Infrastructure sector.	As per RFQ cum RFP Document																								
58	RFQ cum RFP	38	3.3	Project Team	Finance Expert: Relevant Post Graduate/ Graduate Degree in Finance with 10 years of Experience in Infrastructure and relevant sector.	We request to amend the clause as: Relevant Post Graduate/ Graduate Degree in Finance with 7 years of Experience in Infrastructure and relevant sector.	As per RFQ cum RFP Document																								
59	RFQ cum RFP	39	3.4.	Period of Assignment and Payment Terms	The exercise shall be completed in eighteen (18) weeks from the date of contract. The project timelines and payment milestones shall be as below:	As per our preliminary estimates there might be more than 1000 numbers of estates / SEZ / thermal power plant / Dairy Milk Plant / Industrial park etc spanning across 33 districts in the state of Gujarat. Based on our experience of working for similar state we feel that period of assignment is too less and requesting to kindly consider the same to be 52 weeks to effectively complete the assignment.	As per RFQ cum RFP Document																								
60	RFQ cum RFP	39	3.3	Project Team	Water Supply Expert :- Relevant Post Graduate Degree in Civil Engineering, Management or Planning with 10 years of Experience in water sector.	It is requested to consider Graduate degree in Civil Engineering, management or planning with 10 years of experience in water sector.	As per RFQ cum RFP Document																								
61	RFQ cum RFP	39	3.3	Project Team	Industrial Infrastructure Expert :- Relevant Post Graduate Degree in Engineering, Management or Planning with 10 years of Experience in Industrial Infrastructure sector.	It is requested to consider Graduate degree in Civil Engineering, management or planning with 10 years of experience in Industrial/ water/sanitation sector.	As per RFQ cum RFP Document																								
62	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in eighteen (18) weeks from the date of contract.	As assignment is for whole State, it is requested to consider the period of assignment shall be 26 weeks (6 months) from date of contract.	As per RFQ cum RFP Document																								
63	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in eighteen (18) weeks from the date of contract. The project timelines and payment milestones shall be as below: <table border="1"> <thead> <tr> <th>Sr.</th> <th>Report Milestones</th> <th>Timeline</th> <th>Payment on approval of Report as % of Total Fees</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report</td> <td>2 weeks</td> <td>15%</td> </tr> <tr> <td>2</td> <td>Report on demand assessment (3.1.1) of industrial water supply</td> <td>8 weeks</td> <td>15%</td> </tr> <tr> <td>3</td> <td>Draft Report</td> <td>7 weeks</td> <td>30%</td> </tr> <tr> <td>4</td> <td>Final Report</td> <td>Within one week of the comments from Steering Committee/ Authority</td> <td>30%</td> </tr> <tr> <td>5</td> <td>Inputs for hearing/ submissions to NWDT</td> <td>Within one week of the request for input while NWDT hearing in 2024</td> <td>10%</td> </tr> </tbody> </table>	Sr.	Report Milestones	Timeline	Payment on approval of Report as % of Total Fees	1	Inception Report	2 weeks	15%	2	Report on demand assessment (3.1.1) of industrial water supply	8 weeks	15%	3	Draft Report	7 weeks	30%	4	Final Report	Within one week of the comments from Steering Committee/ Authority	30%	5	Inputs for hearing/ submissions to NWDT	Within one week of the request for input while NWDT hearing in 2024	10%	1) 17 weeks to complete the draft report is very limited time for the assignment. Given the effort required in the assignment, we request GIDB to modify it to atleast 36 weeks. 2) If the timeline is extended for the assignment, we request GIDB to provide intermediate payment milestones on submitting progress report on 8th week for better cashflow. 3) We request to revise the payment milestones as follow: 1) Inception Report - 20% 2) Progress report - 15% 3) Report on demand assessment (3.1.1) of industrial water supply - 15% 4) Draft report - 30% 5) Final Report - 10% 6) Inputs for hearing/ submission to NWDT - 10%	Refer Corrigendum 5
Sr.	Report Milestones	Timeline	Payment on approval of Report as % of Total Fees																												
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5	Inputs for hearing/ submissions to NWDT	Within one week of the request for input while NWDT hearing in 2024	10%																												
64	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in eighteen (18) weeks from the date of contract.	Based on our experience of similar studies across the country, we understand that the process of survey and data collection is an extensive and time consuming process, even after limiting the surveys. Further, demand-supply gap assessment, identification of potential sources for the future and tariff assessment require detailed assessment and analysis. In this regard, we would request to reconsider the project duration of 18 weeks as it may not be adequate to undertake the assignment. We suggest to increase the timeline to atleast 1 year. Revised Clause: The exercise shall be completed in one (1) year from the date of contract.	Refer Corrigendum 5																								
65	RFQ cum RFP	39	3.4. Table Sl. No. 5	Report Milestones	5. Inputs for hearing/ submissions to NWDT Within one week of the request for input while NWDT hearing in 2024 - 10% Payment	The assignment shall be completed inline with the Scope of Work and independent of the NWDT hearing scheduled in 2024. The timeline and frequency of the NWDT hearing is also not clear. Thus, we would request you to delink the 10% Payment associated with the milestone and link it with the previous milestones. Revised Report Milestones: 1. Inception Report - 20% Payment 2. Report on demand assessment (3.1.1) of industrial water supply - 20% Payment 3. Draft Report - 30% Payment 4. Final Report - 30% Payment	Refer Corrigendum 5																								

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
66	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	Report milestones and payment as % of total fees are as following: Inception report - 15% Report on demand assessment (3.1.1) of industrial water supply - 15% Draft report - 30% Final report - 30% Inputs for hearing/ submissions to NWDT - 10%	As the consulting firm would have high expenses related to data collection and gathering, etc. till draft report stage, hence, request the client to change the payment terms as following: Inception report - 15% Report on demand assessment (3.1.1) of industrial water supply - 25% Draft report - 30% Final report - 20% Inputs for hearing/ submissions to NWDT - 10%	Refer Corrigendum 5
67	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	1. Submit inception Report in 2 weeks	Please elaborate what is to be submitted in inception report in form of guidelines on inception report , which will be helpful to bidder as well as authority in making payment	Refer Corrigendum 5
68	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	2.We have to submit Report on demand assessment (3.1.1) of industrial water supply within 8 weeks and draft report within 7 weeks	There is no 3.1.1 clause in RFQ cum RFP Please elaborate what is to be submitted in Report on demand assessment and draft report in form of guidelines on report , which will be helpful to bidder as well as authority in making payment	Refer Corrigendum 5
69	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	2. Report on demand assessment (3.1.1) of industrial water supply – 8 weeks 3. Draft report – 7 weeks	Request the Client to kindly elaborate the actual broad contents of “Demand Assessment” Report. Also, please suggest the interpretation of 3.1.1. as no such clause is available in document. Request the Client to also provide clarification on the timelines of “Draft Report” as per the RFP, this shall be submitted before the report on “Demand Assessment” (milestone 2). Considering the scope of work and 18 weeks’ total duration of assignment, the time provided to submit the draft report is less and same may be corrected to 15 weeks. Kindly confirm.	Refer Corrigendum 5
70	RFQ cum RFP	39	3.4	Period of Assignment and Payment Terms	Inputs for hearing/ submissions to NWDT - Within one week of the request for input while NWDT hearing in 2024 – 10% payment	Considering the uncertainty around the timelines of NWDT hearing, no. of meetings, it shall not be possible to estimate the efforts required for the support for NWDT hearings. Considering this, we request the Client to limit this specific project up to the submission of the final deliverable and release the payment after the approval of final report.	Refer Corrigendum 5
71	RFQ cum RFP	39	3.3	Project Team	Water Supply Expert - Relevant Post Graduate Degree in Civil Engineering, Management or Planning with 10 years of Experience in water sector	We request to kindly consider graduation in Environmental Engineering also as one of the accepted qualification criteria as this is also very relevant to the competency required.	Refer Corrigendum 4
72	RFQ cum RFP	39	3.3.	Project Team	Water Supply Expert - Relevant Post Graduate Degree in Civil Engineering, Management or Planning with 10 years of Experience in water sector	Post Graduate in Water Resource Engineering may be considered. Kindly confirm.	Refer Corrigendum 4
73	RFQ cum RFP	39	3.3.	Project Team	Industrial Infrastructure Expert - Relevant Post Graduate Degree in Engineering, Management or Planning with 10 years of Experience in Industrial Infrastructure sector	Request to amend the criteria as Bachelors in Civil Engineering with relevant experience in Industrial Infrastructure sector. May kindly consider and confirm.	Refer Corrigendum 4
74	RFQ cum RFP	39	3.4		The exercise shall be completed in eighteen (18) weeks from the date of contract	Considering the scope of work, involvement of multiple authorities/agencies, state wise coverage, current and future perspectives till 2050, which involves extensive field work including surveys at individual industry level across the state of Gujarat, the time period of 18 weeks seems too inadequate for undertaking this challenging assignment. The time period may be reviewed and revised to at least 9 months. Also, please clarify what all data is available that can be used to commence the study prior to the data collection drive from various departments/locations.	Refer Corrigendum 2
75	RFQ cum RFP	39		Payment Terms		We suggest the following payment terms Down payment 10% Inception Report 10% Demand assessment Report 20% Draft Report 30% Final Report 20% Input for hearing 10%	Refer Corrigendum 5

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76	RFQ cum RFP	36-39	3.1, 3.2, 3.4	Scope of Work & Period of Assignment	The scope has to be delivered through a combination of primary and secondary research such as questionnaires to all industrial parks, and in-person meetings with stakeholders, authorities and agencies. The appointed agency shall coordinate and follow up through email/ phone with different field offices of statutory departments for collection of various data required for the study for Gujarat State. GIDB shall provide necessary support for coordination with these departments. These departments may include but not limited to Gujarat Industrial Development Corporation (GIDC), Gujarat Water Supply & Sewerage Board (GWSSB), Gujarat Water Infrastructure Limited (GWIL), Gujarat Water Resource Development Corporation (GWRDC), Gujarat Pollution Control Board (GPCB), Industries Commissionerate (IC), etc.	It is understood that there are 188 GIDC Industrial Estates covering about 20,000 hectares spread across the State. Further there are about 20 SEZs , along with other private industrial parks and individual industrial units. Based on our experience of similar studies across the country, we understand that undertaking surveys and stakeholder consultations with industries and government authorities throughout the entire state is a very extensive and time consuming process. In this regard, we request you to provide clarity on the number of surveys/ questionnaires and government department stakeholder consultations that are envisaged under the project. This is required for bringing uniformity among the bidders in terms of resource planning and financial estimation and help in making optimized estimations for the assignment. Considering the short project timeline, we suggest to limit the surveys/ questionnaire to 10 Industrial Estates, covering maximum 200 responses (from different industrial sectors) vide email or telephonical communications only. Thereafter, based on extrapolation of the collected data and secondary research, the demand-supply gap estimation for the entire State may be carried out. Further, we understand GIDB will provide necessary support for coordination and data collection from government departments. Delay/ unavailability of data from the departments which are beyond the control of the consultant shall not be treated as a lapse on the part of the consultant.	Refer Corrigendum 2
77	RFQ cum RFP	40	3.5.	Deliverables/ Reports/ Documents	The consultant has to submit 10 hardcopies along with soft copies of each deliverable, including forecast MS Excel models, for reviewing, comments and approval.	During this Digital Transformation in the country, requesting 10 hard copies of the proposal might cause huge impact on environment. In order to avoid the same we request you to kindly consider 3 numbers of hard copy.	As per RFQ cum RFP Document
78	RFQ cum RFP	40	3.4	Period of Assignment and Payment Terms	No compensation will be given to consultant if project gets extended under any reason except as agreed by the Authority.	18 weeks is short time to collect data so there are chances of duration increase .	As per RFQ cum RFP Document
79	RFQ cum RFP	40			Acceptance means after submission of reports and after the Consultant has made presentations to the Authority/ Government of Gujarat (GoG)/ Steering Committee/ Government of India (GoI), the Authority will issue a letter of acceptance along with comments/ suggestions of the Authority on the report.	We understand that presentations to the referred authorities will be made within the state of Gujarat only and no travel outside of Gujarat will be involved for making these presentations. Please confirm.	As per RFQ cum RFP Document
80	RFQ cum RFP	40			The Consultant shall whenever required make presentations before competent authorities from time to time for securing approval from GoG in connection with the Consultancy Assignment and whenever advised by the Authority in consultation with the Consultant. The Team Leader along with the Core Team proposed shall remain present during the presentation meetings	We understand that even though the Consultant is required to make presentations to various authorities, approvals to the Consultant's deliverables will be made by GIDB only. Kindly confirm. Also, Considering the vastness of the study, and the compressed timelines envisaged for delivery, we understand that approvals on the Consultants deliverables will be made within 15 days of submission ensuring the project scheduled is not deviated. Kindly confirm.	As per RFQ cum RFP Document
81	RFQ cum RFP	41	3.8	Responsibilities of the Authority	The Authority shall act as a facilitator to the consultant in collecting all existing information & all available data for the proposed assignment from State and Central agencies;	We understand that the primary data collection if required will be facilitated by the client. Request client to confirm our understanding.	Refer Corrigendum 2
82	RFQ cum RFP	41	3.9	Responsibilities of the Consultant	The Consultant shall be responsible for all the data, surveys, designs developed and analysis given by them;	We understand that these surveys are related to consultations for data gathering for industrial water supply demand assessment for the state of Gujarat and there is no technical survey required for the delivering the outputs on this. Request the client to confirm our understanding.	As per RFQ cum RFP Document
83	RFQ cum RFP	41	3.8	Responsibilities of the Authority	(iv) The various costs, such as cost of advertisements for publishing RFP, statutory payments etc. if any., shall be met out by the Authority, in addition to the cost of consultancy fees	We understand that preparation of any RFP document or advertisement is not part of scope of this project. Please confirm.	As per RFQ cum RFP Document
84	RFQ cum RFP	43	4.3	Evaluation of Bids	Experience of Key Professionals Team Leader – 12 marks Water Supply Expert – 8 marks Industrial Infrastructure Expert – 8 marks Financial Expert – 7 marks	Request you to kindly clarify the breakup for the allocation of marks in terms of • E ducational Qualification • R equired Experience • Y ears of Experience	As per RFQ cum RFP Document
85	RFQ cum RFP	43	4.3	Evaluation of Bids	Technical Capacity Category III: Investment Plan – 2.5 marks per project – 10 marks (maximum)	We request you to kindly modify the evaluation criteria as follows: Category III: Investment Plan – 1 marks per project – 2 marks (maximum) Financial Strength - Turnover Criteria Upto 100 Crores- 3 marks 100-300 Crores – 5 marks More than 300 Crores – 8 marks	As per RFQ cum RFP Document
86	RFQ cum RFP	44	A	Technical Evaluation	Approach and Methodology - Max Score 30	It is requested to allot Max score of 15 marks for Approach & Methodology	As per RFQ cum RFP Document
87	RFQ cum RFP	44	4.3.2	Evaluation Criteria: Technical Capacity	The eligible projects for evaluating 'Technical Capacity' shall be for the categories of projects for pre-qualification as defined in the para 2.22.4.	Para 2.22.4 mentions eligible projects only as completed assignments. However, Annexure 4 requests on-going assignments as part of the proposal. Please clarify if ongoing assignments will be considered as part of firm's technical capacity.	For Pre-qualification, only completed projects shall be considered wherein for technical evaluation, completed and ongoing projects shall be considered

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88	RFQ cum RFP	44	4.3.4	Financial Evaluation	The price bids of only technically qualified bidders would be opened for further consideration. The consultant (L1) who has quoted the lowest price will be given a score of 100.	In the interest of getting the best firm suitable for delivering high quality work, we request the client to change the evaluation of the tender on Quality cum Cost-Based Selection(QCBS) with weightage for technical- 80 and financial -20.	As per RFQ cum RFP Document
89	RFQ cum RFP	44	4.3.2	A. Technical Evaluation	Technical Capacity I. Category I: Detailed Project Report - 2.5 marks per project - 10 marks	Since the proposed engagement doesn't include the scope of preparation of DPR, we kindly request the Client to remove this criteria. In case the requirement of this condition is mandatory, it is requested to consider the experience of review of the DPRs	As per RFQ cum RFP Document
90	RFQ cum RFP	44		Technical Evaluation	Category II: Demand Supply Gap Analysis 2.5 marks per project	As the other categories are asking for 3 projects, to unified it we request to amend the clause as: Category II: Demand Supply Gap Analysis 5 marks per project.	As per RFQ cum RFP Document
91	RFQ cum RFP	45	4.3.5	Weightage of Technical and Financial Bid	The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage. The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.	We request GIDB to modify this clause as below to promote better quality of the assignment: The score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20% weightage. The weighted total score of both the Technical and Financial proposals shall be used to rank the Consultants. The first ranked consultant may then be called for negotiations.	As per RFQ cum RFP Document
92	RFQ cum RFP	45	4.3.5	Weightage of Technical and Financial Bid	The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage.	Request the authority to consider score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20% weightage	As per RFQ cum RFP Document
93	RFQ cum RFP	45	4	Evaluation of Bids	C. Weightage of Technical and Financial Bid 4.3.5. The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage.	Considering the specialised works involved in the assignment, we request to kindly provide more weightage to the technical score. The 70% - 30% weight can be revised to 80% - 20% or 90% - 10%.	As per RFQ cum RFP Document
94	RFQ cum RFP	44-45			Weightage of Technical and Financial Score: 70% weightage to the Technical Score and 30% weightage to the Financial / Price Score. The factor of Technical and Financial score is for deriving combined score are: T = 0.70 and P = 0.30	Please consider 80:20 weightage for QCBS evaluation.	As per RFQ cum RFP Document
95	RFQ cum RFP	46	Clause No 4.5.2.	Availability of Personnel	In the event, the Bidder substitutes Project Team other than reasons such as death or medical incapacity or if it is established that Personnel were offered in the Bid without confirming their availability, the Bidder shall be disqualified.	We request you to consider the substitutions of the Key experts with reason of resignation which is beyond the control of the consultants.	As per RFQ cum RFP Document
96	RFQ cum RFP	48	Clause 4.11	Proprietary data	Clause 4.11 Proprietary data (Page 48): 4.11.1 Subject to the provisions of Clause 2.17, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.	We request GIDB to modify this clause as follow: 4.11.1 Subject to the provisions of Clause 2.17, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority Consultant, except for the information provided by the Authority.	As per RFQ cum RFP Document
97	RFQ cum RFP	52	Clause 7.3	Miscellaneous	It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future	We request GIDB to remove this clause	As per RFQ cum RFP Document
98	RFQ cum RFP	53	Annexure 1	Annexure 1 - Proposal Submission Letter	(b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.9 and 2.1.10 of the RFQ cum RFP document; and	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
99	RFQ cum RFP	55	Annexure 1 (A), Pt. 7	Format for Pre-Qualification Proposal (General Information)	Have you abandoned any work in last five years? (Please support with undertaking) [Refer: Annexure 1 (F)]	We request the client to modify the undertaking to the effect that any such abandonment/leaving contracts incomplete should be evidenced by termination which should have been approved/upheld by any court decree or arbitral award against the bidder to such effect. Further for performance, we confirm there is no instance of any contract having been terminated on account of any determined non-performance of contract. Our undertaking shall be subject to the aforesaid clarifications. Please confirm.	As per RFQ cum RFP Document
100	RFQ cum RFP	56	Annexure 1(B)		Projects without the proof of experience [at least (for Completed Projects: Work Order or Agreement AND Completion Certificate or a Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN)confirming the receipt of full payment from the Client), (at least for on-going Projects: Work Order or Agreement AND Statutory Audited Statement of at least two Payments received or a Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN)confirming the receipt of payment from the Client)] will not be considered for evaluation.	We request to levied off this clause as Statutory Auditor will provide poof of the payment received only. While there are few ongoing projects which are milestone and deliverables based. In such a scenario for ongoing projects, asking for certificate from Statutory Auditor will not suffice.	As per RFQ cum RFP Document
101	RFQ cum RFP	58		Annexure 1 (C)	Format for Pre-Qualification Proposal (Financial Strength)	Requested that Certificate from the Chartered Accountant / Statutory Auditor may also considered.	As per RFQ cum RFP Document
102	RFQ cum RFP	70	Annexure 2	Format for Power of Attorney for Signing of Proposal	(On INR 300/- Stamp paper duly attested by Notary Public)	As per the general practice, stamp paper of Rs. 100 stands valid for power of attorney, we request you to kindly consider stamp paper of Rs. 100 instead of Rs. 300.	As per RFQ cum RFP Document

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
103	RFQ cum RFP	71	Annexure 4	Firm's References	1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation: □ b. At least for On-going Projects: □ i. Work Order, or □ ii. Agreement AND □ iii. Statutory Audited Statement of last two Payment received, or □ iv. A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of payment from the Client). □	1) If a contracted assignment is granted extension by the client, In that case, we request GIDB to consider it as a closed assignment of the contracted duration. For that case, the client certificate shall be considered as supporting document. 2) We request GIDB to consider experience certificate/partial completion certificate published by clients as supporting documents 3) We request GIDB to make (iii) Statutory Audited Statement of last two Payment received, (iv) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of payment from the Client) as an optional criteria	As per RFQ cum RFP Document
104	RFQ cum RFP	75	Annexure 4		The consultant shall show case completed and on-going project experience for all of the categories mentioned in (iii).	There is an ambiguity with reference to prequalification mentioned on page no 32 clause 2.22.4 wherein completed projects are requested. Kindly confirm whether ongoing projects will be considered	For Pre-qualification, only completed projects shall be considered wherein for technical evaluation, completed and ongoing projects shall be considered
105	RFQ cum RFP	78	Annexure 8	Time Schedule of Professional Personnel	Number of Person - Month	In the absence of details on person months for the assignment, different bidders can quote their estimations in a varied range depending on their own assumptions. Thus, we request you to provide the person months expected during the assignment. This is required for proper financial estimations and uniformity among the bidders. Assuming assessment of 10 Industrial estates, we suggest to limit the total person-months to 40 (including the 4 key experts and pool of support staff). Bidders may propose a breakup of the 40 person-months in their proposal, based on their approach for the assignment. Kindly reconsider	As per RFQ cum RFP Document
106	RFQ cum RFP	94	Clause 3.5	Confidentiality	(a)The consultant shall treat all information, report and other submissions made by them as confidential, and shall take all reasonable precautions of those having access to such materials maintaining confidence. With respect to questionnaire and survey in project all information gathered should be treated as confidential. (b) The Consultant shall use all the documents, drawings and other data and information of a proprietary nature received from the Authority or other concerned authorities, solely for the purpose of performing and carrying out the obligations on his part under the agreement and shall not disclose the same to any other person except to the extent required, in the performance of the work for the assignment and shall maintain the utmost secrecy. The consultant shall bind his employees who are involved in the assignment by a suitable secrecy agreement. (c)Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure. (d) The Authority agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. However, the reports submitted by the consultants to the Authority, become property of the Authority and the Authority is free to use any / all information mentioned in the report, procedures specified in the report, suggestions / conclusions made in the report and any such other information based on the report.	These, (a),(b) and (c), shall survive for a period of 3 years from the date of the termination of this Agreement	As per RFQ cum RFP Document
107	RFQ cum RFP	95	Clause 3.8	Insurance	The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Authority. The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.	We request GIDB to remove this clause. We request GIDB to confirm that only professional indemnity insurance will suffice.	As per RFQ cum RFP Document
108	RFQ cum RFP	97		Annexure 15	Draft Contract	We understand the Draft contract on Rs. 300/- Stamp Paper shall have to be submitted at the time of agreement on award of work and is not required at the time submission of the proposal. May kindly confirm.	Yes
109	RFQ cum RFP	100	2 (c)	2.0 Personnel	c) .If, any time during the assignment, it is found that the person, as mentioned in Annexure - 6, not performing the task which they were to perform, instead some other person/s are performing or if the consultant replaces any person without knowledge of the Authority, in such case the Authority may accept such a person if such a person is found of equal or more calibre. The outgoing person shall complete the knowledge transfer with the replaced person as per the satisfaction of Authority. However, such a replacement would not be binding on the Authority and the Authority reserves the right to cancel the contract with a prior notice and after providing an opportunity of being heard to the consultant/	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause	As per RFQ cum RFP Document

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
110	RFQ cum RFP	100	Clause 7.2	Liquidated Damages for late submission	Clause 7.2 Liquidated Damages for late submission (Page 100) 7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations. 7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1	We request GIDB to modify this clause as follow: Clause 7.2 Liquidated Damages for late submission (Page 100) 7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% of the Total Price of the Services. 7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1.	As per RFQ cum RFP Document
111	RFQ cum RFP	102	3.5	Confidentiality		We request client to reduce the survival period of confidentiality obligations to one year post expiry or termination.	As per RFQ cum RFP Document
112	RFQ cum RFP	102	Clause 12.0	Liability	In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Authority. However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1	We request GIDB to modify this clause as follow: In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Authority	As per RFQ cum RFP Document
113	RFQ cum RFP	102	Clause 10	Compliance with laws, statutes, rules and regulations of Government / local authority	The Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws and keep the Authority indemnified in respect thereof. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India/ State Government, Local Self Government or any Statutory Authority.	We request GIDB to modify this clause as follow: The Consultants shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time in respect of any personnel deployed or engaged by consultants or their sub-contractor either directly or indirectly. With respect to their employees or assignees, consultants shall be solely responsible for strictly following all laws, industrial laws, factories act, minimum wages act and other such laws which are applicable from time to time, including but not limited to the modification, amendments or additions which are made to these laws during the period of contract. Consultant will also be responsible for the various levies of State/Central Governments and/or any Statutory Body. Consultants shall have to, at Consultant's expense, comply with labour laws. Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India/ State Government, Local Self Government or any	As per RFQ cum RFP Document
114	RFQ cum RFP	103	3.6	Conflict of interest	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
115	RFQ cum RFP	103	3.8	Insurance	The Consultant shall at its cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the Authority. The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of its own or sub-contractors and specialists associated with the Consultants for the purposes of the Services, nor for any members of any family of any such person.	We 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
116	RFQ cum RFP	104	Clause 17.0	Indemnity	The Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement	We request GIDB to remove this clause	As per RFQ cum RFP Document
117	RFQ cum RFP	89 and 105	Annexure 11 and 4.0	Annexure 11: Total Price of the Services and 4.0 Prices and payment terms	For Industrial Water Demand Assessment for the State of Gujarat up to 2050 Break up - Total Price of the Services and prices	As per annexure 11, it seems that prices for individual heads to be provided. However as per page no. 105 Lump sum price to be quoted excluding GST. Please clarify about submission of Prices in which format/form.	As per RFQ cum RFP Document
118	RFQ cum RFP	106	4.2	Payment Terms	Inputs for hearing/ submissions to NWDT - 10% payment Within one week of the request for input while NWDT hearing in 2024	This is more than 1 year period hence request you to retain 5 % payment post input from NWDT hearing	As per RFQ cum RFP Document
119	RFQ cum RFP	39, 107			The total time frame for carrying out the assignment would be 18 weeks from start i.e. from the date of signing of Agreement. The details of work plan, timeframe for each stage of assignment is put up as per Annexure- 9 of RFQ cum RFP document. Time taken by Authority in order to provide feedback/ comments will not be considered while calculating the time taken	(a) 18 weeks is short time to execute project so there are chances of duration increase . (b) We understand that feedback/approvals by Authority shall be provided after submission of draft Report within 7 weeks allotted timeline and we also understand that comment from steering committee shall be provided within a week as per allotted timeline for preparation of final report. Kindly allow payment on man month basis to consultant if time limit extends beyond 18 weeks on account of such delays not attributable to consultant.	As per RFQ cum RFP Document

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
120	RFQ cum RFP	108	7.1	Performance Security	7.1.1 The Authority shall retain by way of performance security (the "Performance Security"), 3% (Three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 4 (four) months after the expiry of this Agreement. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.	The consultant is already going to furnish a performance security for 3% of the Contract Value as per clause 2.21.2. Hence, it is requested that submission of additional 3% performance security as per clause 7.1.1 be waived.	As per RFQ cum RFP Document
121	RFQ cum RFP	108	7, 8	7.0 Liquidated Damages for late submission	7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations. 7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1	We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	As per RFQ cum RFP Document
122	RFQ cum RFP	108	7, 8	7.0 Liquidated Damages for late submission	7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations. 7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	As per RFQ cum RFP Document
123	RFQ cum RFP	108	7, 8	7.0 Liquidated Damages for late submission	7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations. 7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	As per RFQ cum RFP Document
124	RFQ cum RFP	109	7.2.1	Liquidated Damages for late submission	7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.	We request that penalty of 0.5% be imposed on the unfinished portion of individual payment milestones.	As per RFQ cum RFP Document
125	RFQ cum RFP	109	7.2.1	Liquidated Damages for late submission	In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.	Request the client to cap liquidated damages to 5% from 10%.	As per RFQ cum RFP Document
126	RFQ cum RFP	109	8.1	Termination of the Contract	The Authority reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Authority. Authority reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the Authority may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to Authority within 30 days of termination date.	Request the client to increase the period from 15 days to 30 days and cap the liquidated damages to 5% from 10%.	As per RFQ cum RFP Document
127	RFQ cum RFP	109	8	Termination of the Contract	Termination of the Contract	Cancellation / Rescission means voiding the contract and making the contract ineffective from its inception, thereby restoring the parties to the positions they would have occupied if no contract had ever been formed. In this scenario, bidder may be deprived of any payment and refund of all payments made already may be sought. Request deletion of this clause	As per RFQ cum RFP Document
128	RFQ cum RFP	108-109	7.2	Liquidated damagesliquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services	liquidated damages to the client of 0.25% per week on the contract price subject to maximum of 5% reckoned on the Total Price of the Services	As per RFQ cum RFP Document
129	RFQ cum RFP	110	10	Indemnity	Compliance with laws, statutes, rules and regulations of Government / local authority	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	As per RFQ cum RFP Document

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
130	RFQ cum RFP	111	12	Liability	In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Authority. However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1.	We request the client to amend the clause as following: Total liability under this agreement shall not exceed the amount of fees received by the Consultant from the Authority including liquidated damages.	As per RFQ cum RFP Document
131	RFQ cum RFP	111	12	Liability	In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Authority. However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1.	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."	As per RFQ cum RFP Document
132	RFQ cum RFP	111	12	Liability	In no event shall either party be liable for any direct, indirect, incidental, special, consequential, reliance or cover damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party. In no event however shall the total liability of the Consultant under this Agreement exceed the amount of fees received by the Consultant from the Authority. However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1.	Client is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	As per RFQ cum RFP Document
133	RFQ cum RFP	112	14	Arbitration	If, however, such negotiations are anfractuious, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof.	Request the client to consider following and the clause accordingly: Arbitration to be conducted only by sole arbitrator appointed mutually by the parties or as per provisions under the Arbitration and Conciliation Act.	As per RFQ cum RFP Document
134	RFQ cum RFP	113	17	Indemnity	The Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement	In this clause, "failure by consultants in the performance of Consultant's obligation under this Agreement" amounts to open indemnity. Hence, request the client to change this to - "Idemnity towards willful misconduct, negligence, fraud, breach of laws."	As per RFQ cum RFP Document
135	RFQ cum RFP	113	17	Indemnity	The Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement	Each party shall indemnify the other party and every members, officers and employees of the other party , 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 the defaulting party in the performance of its obligation under this Agreement	As per RFQ cum RFP Document
136	RFQ cum RFP	113	17	Indemnity	The Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.	There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator	As per RFQ cum RFP Document
137	RFQ cum RFP	NA	NA	Confidentiality Obligations - Exceptions to confidential information are not provided	No clause in RFP.	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."	As per RFQ cum RFP Document
138	RFQ cum RFP	NA	NA	Confidentiality Obligations - Parties to whom information can be disclosed is not documented	No clause in RFP.	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

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
139	RFQ cum RFP	NA	NA	Confidentiality obligations - No right to disclose client name or project for citation / reference purposes	No clause in RFP.	Please appreciate that this is a prestigious project for us and we would like to showcase this project in our future proposals. We request client to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information.	As per RFQ cum RFP Document
140	RFQ cum RFP	NA	NA	Indemnities not subject to final determination by court/arbitrator	No clause in RFP.	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	As per RFQ cum RFP Document
141	RFQ cum RFP	NA	NA	No process for indemnity	No clause in RFP.	The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses.	As per RFQ cum RFP Document
142	RFQ cum RFP	NA	NA	IPRs	No clause in RFP.	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. <i>"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."</i>	As per RFQ cum RFP Document
143	RFQ cum RFP	NA	NA	No third party disclaimer	No clause in RFP.	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

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Sr. No.	Refer Document (RFQ cum RFP)	Page No.	Clause No.	Subject	As per Bidding document	Clarification sought	Clarifications to be given by the Authority
144	RFQ cum RFP	NA	NA	No acceptance criteria	No clause in RFP.	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p><i>"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."</i></p>	As per RFQ cum RFP Document
145	RFQ cum RFP	NA	NA	Staffing	No clause in RFP.	<p>If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>	As per RFQ cum RFP Document
146	RFQ cum RFP		Extra Clause	Non-Solicitation, Non-Exclusivity		<p>We request the client to incorporate following clauses in RFP document/draft contract agreement.</p> <p>Non-solicitation Each Party undertakes during the effective term of this Engagement and for a period of 1 (one) year thereafter, not to solicit, hire or employ directly or indirectly any partner, director, personnel or employee of the other Party who has had any involvement in the Engagement except with the prior written consent of the other Party. If such consent is given a fee of 15% of the individual's annual total compensation (cost to company) shall be payable to the other Party. Notwithstanding the foregoing, nothing shall prohibit the Parties from offering employment to persons who respond to a general solicitation or advertisement.</p> <p>Non- Exclusivity The Parties acknowledge that the Firm shall have the right to provide consulting or other professional services of any kind or nature whatsoever to any person or entity as the Firm</p>	As per RFQ cum RFP Document
147	RFQ cum RFP					<p>In case the project duration extends beyond 18 weeks, we request you to make payment to consultant on man month basis, if project extends for reasons not attributable to consultant or any other reasons.</p>	As per RFQ cum RFP Document
148	RFQ cum RFP				New clause	<p>The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	As per RFQ cum RFP Document
149	RFQ cum RFP				New clause	<p>Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than information provided by the Authority, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Authority's organization.</p>	As per RFQ cum RFP Document
150	RFQ cum RFP				New clause	<p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p>	As per RFQ cum RFP Document

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151	RFQ cum RFP				New clause	Authority may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that Consultant owns in performing the Services. Notwithstanding the delivery of any Reports, Consultant retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Consultant compile and retain in connection with the Services (but not Information provided by the Authority reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	As per RFQ cum RFP Document