

**Pre-Bid Queries - Consultancy Services for Preparation of a Detailed Conceptual Plan for the Development of Special Investment Region near Navlakhi**

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	12	1.4. Schedule of the bidding process	Bid due date	5. Last Date of Submission of RFQ cum RFP	Request to kindly provide minimum 21 days period post issue of response to pre-bid queries.	Refer Correigendum 1
2	RFQ cum RFP	12	1.4	Schedule of the bidding process	Submission of Technical Bid (Hard Copy): 07-02-2023	We request to allow 21 days after the release of pre-bid response.	
3	RFQ cum RFP	12	1-Introduction, 1.4	Schedule of the bidding process	Pre-bid Meeting of the Bidders (RFQ cum RFP): 17 January 2023 Last Date of Submission of RFQ cum RFP: (b) Submission of Technical Bid (Hard Copy)- 07 February 2023	As per the standard bidding process, we request for at least 3 weeks' of time from the date of issue of pre-bid clarifications to prepare a fully responsive proposal. <b>Please consider and confirm.</b>	
4	RFQ cum RFP	12	1.4	Last date of submission of RFP	Last Date of Submission of RFQ cum RFP (a) Submission of Financial Bid (online) 06-02-2023 17:00 Hrs	We request the authority to provide at least 2 weeks' time from the date of release of response to pre-bid query.	
5	RFQ cum RFP	14 & 58	2.1.9 & Annexure 1	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, if:	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	15-16	2.2	In case of Consortium	The Team Leader shall be an employee of the Lead Member of the Consortium.	We request you to modify this clause as follows: The team leader shall be an employee of the Lead Member or JV member, or a full-time independent consultant/ Freelancer who consented to a full-time contract for this project only responsible entirely for all the Project-related matters. Please allow	As per RFQ cum RFP Document
7	RFQ cum RFP	16	2.4	RFP Procurement Cost/ Tender Fees	The consultants would be required to pay INR 10,000/- (Rupees Ten Thousand only) as bid processing fees in the form of demand draft in favour of Gujarat Infrastructure Development Board payable at Gandhinagar. The demand draft must be submitted along with the Proposal. Proposals not accompanied by bid processing fees shall be rejected outright as non-responsive. The bid processing fees is non-refundable.	Please refer to Rule 161 (IV) of GFR 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request the authority to waive / delete the requirement for submitting tender fee under the RFP.	As per RFQ cum RFP Document
8	RFQ cum RFP	22	2.11.5. Envelope B	The Technical Proposal	1. The Technical Proposal shall contain the following: i) Experience of the firm (maximum two pages introducing the firm and associate firm(s) background and general experience, and listing maximum relevant projects in each completed and on-going projects category as required in the format of Annexure 4 illustrating firm and associate firm(s) experience. No promotional material should be included).	We understand that the 2 page restriction is only for general write up of the Firm and not Annexure 4. Please confirm.	Yes
9	RFQ cum RFP	31, 60	2.22.3 & Annexure 1	Non Performance	The Company/Firm should not have abandoned Consultancy Assignments/ Construction Supervision Assignments/ projects/ contract works in-complete in the format specified at Annexure 1 (F) of this RFQ cum RFP;	We request the authority to modify the undertaking to the effect that any such termination 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
10	RFQ cum RFP	31, 60 & 68	2.22.3, Annexure 1, Annexure (1) E	blacklisting / debarment	The Company / Firm should not have been blacklisted by any Government/ Public Sector Organization in the format specified at Annexure 1 (E) of this RFQ cum RFP;	We would like to humbly submit that the eligibility criteria/declaration regarding prior blacklisting is open-ended in terms of the time period. We request you to kindly limit the eligibility criteria regarding blacklisting to bidders not blacklisted as on the date of submission of the bid or have not been blacklisted for a definitive period, such as 2 years. We also request you to kindly allow Bidders to declare that they are not blacklisted as on date or for a specific period (like 2 years) in the past.	"Currently" is already included in Annexure 1 (A). The same language is modified in Annexure 1(E): "... We do hereby confirm that we have not been currently blacklisted..."
11	RFQ cum RFP	31-31	2.22.4.	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years. Number of Projects : 1 (One)	We request for clarification on " Project Advisory". What type of projects under this head will be deemed eligible. As per our understanding, all consulting projects are Project Advisory. Please clarify and confirm.	As per RFQ cum RFP Document
12	RFQ cum RFP	31 - 32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Industrial park	Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years. Ongoing DPR projects will also be considered. Number of Projects : 2 ( two )	We understand that Airport Projects will be considered as Eligible Projects under this category. Request you to please clarify	As per RFQ cum RFP Document

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13	RFQ cum RFP	31 - 32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Industrial park	Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years. Ongoing DPR projects will also be considered. Number of Projects : 2 ( two )	We understand that Preliminary Design Report for eligible project will be considered as Eligible under this category. Request you to please clarify	As per RFQ cum RFP Document
14	RFQ cum RFP	31 - 32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Industrial park	Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years. Ongoing DPR projects will also be considered. Number of Projects : 2 ( two )	We Request you to consider Projects in last 15 years under this category. Accordingly we request to modify the clause as below:- Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the <b>last 15 years</b> . Ongoing DPR projects will also be considered. Number of Projects : 2 ( two )	Refer Corriendum 2
15	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Industrial park	Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/...in the last 10 years	The Gujarat SIR Act was published in 2009, and consultants who have worked on Development Plan projects as per GSIR Act, ahuld be given chance to participate, therefore we request you to consider eligible assignments experience from last 15 years instead of 10 years.	Refer Corriendum 2
16	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years. Ongoing DPR projects will also be considered.	We request to amend the clause as: Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area with minimum size of 100 acres in the last 10 years. Ongoing DPR projects will also be considered.	As per RFQ cum RFP Document
17	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the last 10 years. Ongoing projects will also be considered.	We request to amend the clause as: Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 100 acres in the last 10 years. Ongoing projects will also be considered.	As per RFQ cum RFP Document
18	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years.	We request to amend the clause as: Experience of project advisory for any Industrial Park/City Business & Financial Plan with minimum size of 100 acres in the last 10 years.	As per RFQ cum RFP Document
19	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Minimum desired experience of preparation of detailed project report / master plan / development plan / regional plan for setting up Investment Region- / Industrial Park / SEZ / Node / Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years.	15 years instead of 10 years considering the fact that many large scale area development planning projects were in consultative development stage during Yr. 2008 - Yr. 2015.	Refer Corriendum 2
20	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Industrial Park</b> Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years. Ongoing DPR projects will also be considered. Number of Projects : 2 ( two )	We understand that, "The Gujarat SIR Act" was published in 2009, and consultants who have worked on Development Plan projects as per GSIR Act, should be allowed to be showcased as Eligible Projects. Therefore we request the authority to consider eligible assignments experience from last 15 years instead of 10 years.	Refer Corriendum 2
21	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Industrial Park</b> Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years. Ongoing DPR projects will also be considered. Number of Projects : 2 ( two )	We request the authority to also consider Industrial Corridors/ SEZ/ IT SEZ/ Industrial Area/ Industrial Cluster/ Industrial Region along with industrial parks for eligible projects.	As per RFQ cum RFP Document
22	RFQ cum RFP	31	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Industrial Park</b> Experience of preparation of Detailed Project Report/ Master Plan/ Development Plan/ Regional Plan for setting up Investment Region/ Industrial Park/ SEZ/ Node/ Zone or Estate or similar area (collectively termed as "Industrial Park") with minimum size of 500 acres in the last 10 years. Ongoing DPR projects will also be considered. Number of Projects : 2 ( two )	We request the authority to reduce the minimum size from 500 acrees to 200 acres	As per RFQ cum RFP Document
23	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Feasibility/ Market Assessment Report</b> Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the last 10 years. Ongoing projects will also be considered. Number of Projects : 1 (One)	We request the authority to consider eligible assignments experience from last 15 years instead of 10 years.	Refer Corriendum 2

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24	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Feasibility/ Market Assessment Report</b> Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the last 10 years. Ongoing projects will also be considered. Number of Projects : 1 (One)	We request the authority to also consider Industrial Corridors/ SEZ/ IT SEZ/ Industrial Area/ Industrial Cluster/ Industrial Region along with industrial parks for eligible projects.	As per RFQ cum RFP Document
25	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Feasibility/ Market Assessment Report</b> Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the last 10 years. Ongoing projects will also be considered. Number of Projects : 1 (One)	We request the authority to reduce the minimum size from 500 acres to 200 acres	As per RFQ cum RFP Document
26	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Project Advisory</b> Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years. Number of Projects : 1 (One)	We request the authority to kindly elaborate on the services provided as part of "Project Advisory".	As per RFQ cum RFP Document
27	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Project Advisory</b> Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years. Number of Projects : 1 (One)	We request the authority to consider eligible assignments experience from last 15 years instead of 10 years.	Refer Corriendum 2
28	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	<b>Category - Project Advisory</b> Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years. Number of Projects : 1 (One)	We request the authority to also consider Industrial Corridors/ SEZ/ IT SEZ/ Industrial Area/ Industrial Cluster/ Industrial Region along with industrial parks for eligible projects.	As per RFQ cum RFP Document
29	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	NOTE: The Project/Assignment Fee shall be at least 35 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	We request the authority to kindly remove the clause or else allow the consultant to escalate the project fee for projects done 5-10 years back.	As per RFQ cum RFP Document
30	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	The Project/Assignment Fee shall be at least 35 Lakhs.	We request you to remove this note, as if consultant is having technical and financial eligibility as per RFP, they should allow to participate and those assignments should consider as eligible. Or, you should provide proce escalation per year on project fees.	Refer Corriendum 2
31	RFQ cum RFP	32	2.22.4	General Instructions	Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation	We request you to consider internal agreement between consultant (in case where agreement is between client and lead member of consortium) as part of proof of experience apart from work order, agreement and certificate from auditor.	As per RFQ cum RFP Document
32	RFQ cum RFP	32	2.22.4	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	<b>General Instructions:</b> 1. Projects/ Firm's eligible project experience without the proof of experience as mentioned below will not be considered for evaluation: 1) Completed Projects/Ongoing Projects: i) Work Order, or ii) Agreement, AND iii) Completion Certificate (Not for ongoing project), or iv) A Certificate from Chartered Accountant/ Auditor having Unique Document Identification Number (UDIN) confirming the receipt of full payment from the Client);	We request the authority to consider internal agreement between consultants (In case, where agreement is between client and lead member of consortium) as part of proof of experience apart from work order, agreement and certificate from auditor.	As per RFQ cum RFP Document
33	RFQ cum RFP	32	2.22.4. Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Eligibility criteria	Note: 2. The projects awarded by Industry Associations or private organizations will not be considered.	Request to consider the project of private organization also as such a large projects also developed by private organizations.	As per RFQ cum RFP Document
34	RFQ cum RFP	32	2.22.4. Pre – qualification / Eligibility criteria for the applicants - Technical Strength	Eligibility criteria	Note: 3. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	Similar large scale projects may have more than one category of services, as desired in bid criteria, in single project. Hence, request to kindly consider same project under multiple categories as eligible experience.	As per RFQ cum RFP Document
35	RFQ cum RFP	32	2.22.4	Note 3	The Project/Assignment Fee shall be at least 35 Lakhs. A project (with same engagement agreement, including extensions) will be considered in only one of the category.	The Project/Assignment Fee shall be at least INR 5 Lakhs since the Fees for such projects in the past used to be very low as compared to current times.	Refer Corriendum 2
36	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength	2.22.4. Pre – qualification / Eligibility criteria for the applicants - Technical Strength 2. The projects awarded by Industry Associations or private organizations will not be considered.	We request the authority to consider projects awarded by Industry Associations or private organizations	As per RFQ cum RFP Document

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37	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Feasibility/Market Assessment	Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the last 10 years. Ongoing projects will also be considered. Number of Projects : 1 (One)	We understand that Airport Projects will be considered as Eligible Projects under this category. Prequest you to please clarify	As per RFQ cum RFP Document
38	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Feasibility/Market Assessment	Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the last 10 years. Ongoing projects will also be considered. Number of Projects : 1 (One)	We Request you to consider Projects in last 15 years under this category. Accordingly we request to modify the clause as below:- Experience of preparation of feasibility/ market assessment report for any Industrial Park with minimum size of 500 acres in the <b>last 15 years</b> . Ongoing projects will also be considered. Number of Projects : 1 (One)	Refer Corriendum 2
39	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Project Advisory	Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years. Number of Projects : 1 (One)	We understand that Airport Projects will be considered as Eligible Projects under this category. Request you to please clarify	As per RFQ cum RFP Document
40	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Project Advisory	Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years. Number of Projects : 1 (One)	We Request you to consider Projects in last 15 years under this category. Accordingly we request to modify the clause as below:- Experience of project advisory for any Industrial Park with minimum size of 100 acres in the <b>last 15 years</b> . Number of Projects : 1 (One)	Refer Corriendum 2
41	RFQ cum RFP	32	2.22.4	Pre – qualification / Eligibility criteria for the applicants - Technical Strength Category- Project Advisory	Experience of project advisory for any Industrial Park with minimum size of 100 acres in the last 10 years. Number of Projects : 1 (One)	We understand that Transaction Advisory Services refers to proving Bid Process management Services. Kindly confirm	Yes
42	RFQ cum RFP	33	2.22.5	Pre – qualification/ Eligibility criteria for the applicants - Financial Strength	<b>Financial Capacity</b> - Average Annual Turnover of Company/ Firm/ Consortium from Consultancy* for Previous 3 Audited Financial Years <b>Minimum Value</b> - Rs. 50 Crores	For such a prestigious and crucial project, we request the authority to increase the Financial Capacity of the firm/Consortium to the minimum Value of <b>Rs. 100 Crores</b>	As per RFQ cum RFP Document
43	RFQ cum RFP	34	2.22	Eligibility Criteria	The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), Statutory Audit and Taxation Services to its Clients.	We request to amend the clause as: The Consultancy does not include IT Implementation, Audit (namely, Internal Audit, IS Audit, IT Audit), and Statutory Audit Services to its Clients.	As per RFQ cum RFP Document
44	RFQ cum RFP	34	2.22	Eligibility Criteria	Financial viability of the project with detailed assessment of cost & revenue estimates.	We understand that the detailed assessment of cost & revenue are indicative and as per market rates.	As per RFQ cum RFP Document
45	RFQ cum RFP	34	2.22	Eligibility Criteria	Preliminary Social and environmental impact assessment including analysis of cultural properties, natural habitats, involuntary resettlement etc.	We understand that only Preliminary Social and environmental impact assessment including analysis of cultural properties, natural habitats, involuntary resettlement etc. is our scope of work. No need to assessment for detailed Social and environmental impact assessment.	No need to assessment for detailed Social and environmental impact assessment.
46	RFQ cum RFP	36	3.2	Scope of Work	3.2 Scope of Work 3.2.1. Initial Review 3.2.2. Location Suitability Analysis 3.2.3. Infrastructure assessment, and planning 3.2.4. Finalization of Location (Site) for the development of SIR 3.2.5. Market Survey and Demand Assessment 3.2.6. Preliminary Social & Environmental Assessment 3.2.7. Land use and Zoning 3.2.8. Detailed Conceptual Plan 3.2.9. Implementation Model	We understand that “market survey and demand assessment” are to be performed after “Location Suitability Analysis”, “Infrastructure assessment, and planning” and “Finalization of Location (Site) for the development of SIR” as per the output mentioned in clause 3.4 at page 44.  Our understanding of the sequence suggests that “market survey and demand assessment” should be followed by “Location Suitability Analysis”. We request you to please confirm the sequencing.	As per RFQ cum RFP Document
47	RFQ cum RFP	36	3.2	Point 4	Review of all available reports, relevant reports and published information	Request to elaborate the list of relevant documents and illustration for the intended review.	The consultant shall arrange for necessary documents/ reports. The authority will extend support as and when required.
48	RFQ cum RFP	36	3.2	Point 6	Preparation of a Detailed Project Report (DPR) for the development of Special Investment Region Navlakhi, including activities related to land ownership data and getting statutory clearances like Environmental clearances, forest clearance etc.	Kindly note that consultant will procure land information from respective DILR and Gujarat State Data Centre. Also, request to clarify, whether the consultant would be required to list the statutory clearances as required for the Proposed Development or is it required to populate the process for acquiring such statutory clearances.	Should be done based on data available with Government agencies

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49	RFQ cum RFP	36	3.2	Point 8	Design of various options for potential sites with services including facility planning	Request to elaborate on the type and details of facility planning as the term is not well defined in the scope.	As per RFQ cum RFP Document
50	RFQ cum RFP	36	3.2	Point 9	Financial viability of the project with detailed assessment of cost & revenue estimates.	Request to limit the financial viability upto the EBITDA level	As per RFQ cum RFP Document
51	RFQ cum RFP	36	3.2	Scope of Work	Preparation of a Detailed Project Report (DPR) for the development of Special Investment Region Navlakhi, including activities related to land ownership data and getting statutory clearances like Environmental clearances, forest clearance etc.	The preparation of Detailed Project Report for SIR and preparation of Detailed Concept Plan are altogether two different studies. We presume that with this RFP client wants to hire consultant for preparation of a Detailed Conceptual Plan for SIR Navlakhi. Please confirm	Refer Corriendum 3
52	RFQ cum RFP	36 - 37	3.2 & 3.2.2	Scope of Work & Location Suitability Analysis	Preliminary Social and environmental impact assessment including analysis of cultural properties, natural habitats, involuntary resettlement etc For all identified sites at the node, the consultant shall conduct on-site and other primary surveys required to analyses site suitability.	We presume that physical surveys viz topo survey, transportation survey, Environmental impact Assessment etc are not in the scope of consultant. Please confirm	Refer Corriendum 3
53	RFQ cum RFP	36	3.2	Scope of Work	Infrastructure gap assessment and planning/design for road, rail, ports, air and pipeline connectivity, as applicable. RFQ cum RFP Preparation of a Detailed Project Report (DPR) for the development of Special Investment Region Navlakhi, including activities related to land ownership data and getting statutory clearances like Environmental clearances, forest clearance etc. Preliminary Social and environmental impact assessment including analysis of cultural properties, natural habitats, involuntary resettlement etc. 3.2.6 Preliminary Social & Environmental Assessment 3.2.8. Detailed Conceptual Plan 3.2.9. Implementation Model	Since the primary scope of this tender is to develop conceptual plan for SIR, the proposed detailed design of various infrastructure components like road, rail etc. fall beyond the scope of proposed deliverable, and may be taken up in the subsequent detailing stage. Even preparation of DPR for Environment Clearance and other approvals requires greater design and engineering detailing and hence, also falls beyond the scope of deliverables, and may be taken up in the subsequent detailing stage. Hence, request to kindly amend the scope accordingly.	Refer Corriendum 3
54		36	3.1	Scope of Work	a) To identify the best suitable geographical location (Site) for the development of the Special Investment Region near Navlakhi.	It is required by authority to provide broad outline of area, so that consultant can work out on the scope within this boundary.	The consultant shall suggest based on the study as per the scope.
55		37	3.2.3 Infrastructure assessment, and planning	Scope of work	v. The consultant shall also design, estimate and suggest the type and extent of rail and road infrastructure components inside the SIR, which will be required as a part of overall rail and road connectivity.	As this requires detailed design estimation exercise, this scope of detailing may be taken up in the subsequent detailing stage. <b>Hence, request to kindly amend the scope accordingly.</b>	Refer Corriendum 3
56		37	3.2.2 Location Suitability Analysis	Scope of work		Request to kindly provide the details of tentative range of the area for the site of the proposed project. These details will help to streamline the study accordingly.	As per RFQ cum RFP Document
57	RFQ cum RFP	37 & 38	3.2.2 & 3.2.5	Scope of Work	3.2.2 Location Suitability Analysis ix. Market Demand and overall Potential. 3.2.5 Market Survey and Demand Assessment	We request the authority to clarify and differentiate the market demand and overall potential assessment mentioned at clause 3.2.2 and 3.2.5	Market Potential/industries potential/future growth
58	RFQ cum RFP	37	3.2.1	Initial Review	The consultant shall study the planning documents (Master plan and concept development plan etc., if any, of the region) and accordingly align the approach and methodology for further work to be planned under the scope of work of this assignment.	We understand that to study the planning documents. The relevant documents, data and zonal maps will be provided the respective authority. Authorities will further help in aligning the meetings with respective stakeholders as part of the engagement.	The consultant shall arrange for necessary documents/ reports. The authority will extend support as and when required.
59	RFQ cum RFP	37	3.2.2	Location Suitability Analysis	For all identified sites at the node, the consultant shall conduct on-site and other primary surveys required to analyses site suitability.	We understand that the option of various locations/sites (4 nos.) will be provided by GIDB to find out the best location for the development of SIR.	The consultant shall suggest based on the study as per the scope.
60	RFQ cum RFP	38	3.2.4	Finalization of Location (Site) for the development of SIR	From the ranked list of at least four potential sits for the development of SIR identified in 3.2.2, a suitable site would be selected for development of SIR in region in consultation with GIDB.	We understand that GIDB will finalize the site out of four sites. The consultants will work on the Detailed Conceptual Plan of the site selected by GIDB.	Yes
61	RFQ cum RFP	38	3.2.4	Finalization of Location (Site) for the development of SIR	From the ranked list of at least four potential sits for the development of SIR identified in 3.2.2, a suitable site would be selected for development of SIR in region in consultation with GIDB. The site would be finalized after having due discussions with GIDB and this step may involve meetings, brainstorming sessions and presentations by the consultant to GIDB and other officials. A Detailed Conceptual Plan needs to be prepared for the site agreed on.	As per information available on GIDB website, area of Navlakhi SIR is 182 sq km. and we understand that final site boundary will be finalised after site analysis and brainstorming sessions. But for our understanding on effort requirements and other parameter, we request you to share tentative area of SIR that GIDB is looking for conceptual plan.	NO, this study is required for identifying new location/ area.

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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
62	RFQ cum RFP	38	3.2.4	Finalization of Location (Site) for the development of SIR	From the ranked list of at least four potential sites for the development of SIR identified in 3.2.2, a suitable site would be selected for development of SIR in region in consultation with GIDB. The site would be finalized after having due discussions with GIDB and this step may involve meetings, brainstorming sessions and presentations by the consultant to GIDB and other officials. A Detailed Conceptual Plan needs to be prepared for the site agreed on	We presume that the client has identified more than one site for SIR and the consultant will recommend the most suitable site among them.  Please confirm	The consultant shall suggest based on the study as per the scope.
63	RFQ cum RFP	38	3.2.4	Finalization of Location (Site) for the development of SIR	The site would be finalized after having due discussions with GIDB...	As per information available on GIDB website, area of Navlakhi SIR is 182 sq km. and we understand that final site boundary will be finalised after site analysis and brainstorming sessions. But for our understanding on effort requirements and other parameter, we request you to share tentative area of SIR that GIDB is looking for conceptual plan.	NO, this study is required for identifying new location/ area.
64	RFQ cum RFP	38	3.2.5	Market Survey and Demand Assessment	Market Survey and Demand Assessment	We presume that the market survey and demand assessment will be a desk-based study.  Kindly confirm	Through research, telephonic sample surveys, focus group discussions, stakeholders' consultations
65	RFQ cum RFP	39	3.2.6.2 Analysis of Environmental impact	Scope of work	The consultant shall prepare Environmental Impact Assessment report.	Environmental Impact Assessment Report and obtaining Environmental Clearance is not part of Conceptual Report, so it is requested to kindly remove these provisions from the scope of work.	List of Clearance and procedure to be mentioned in the report
66	RFQ cum RFP	40	3.4	Point 1 (post table)	The Authority has formed a Steering Committee (SC) for this assignment and all the works and reports prepared by the Consultant will be discussed in the SC and on the basis of the recommendations of the SC, the Authority shall accord approvals to such works and reports with or without modifications.	Request to establish the interval of review by the SC - whether it will be deliverables' based or defined interval based (monthly / quarterly). Also request to provide the response timelines to be envisaged for receiving the comments / observations / suggestions from the SC and the timelines within which the suggested actions to be incorporated. Will such additional time be over and above the proposed overall timelines of the exercise.	As per RFQ cum RFP Document
67	RFQ cum RFP	40	3.4	Point 4 (post table)	The above table does not include the time taken for granting approvals by the Authority/ Government of Gujarat (GoG)/ Steering Committee/ Government of India (GoI). No compensation will be given to consultant if project gets extended under any reason except as agreed by the Authority.	Request to consider the timelines for such review and approval actions and the same to be reimbursed at person days deployed at actuals.	As per RFQ cum RFP Document
68	RFQ cum RFP	41	3.2.7.1	Land use Planning	Preparation of cadastral database and maps using GIS for the implementation of land use plan. Detail interaction with GIDB and other officials and other stakeholders will be carried out to finalize the plan.	We understand that for the preparation of the cadastral database and maps using GIS for the implementation of land use plan, the consultant will have to use Satellite Data provided by the client free of cost.  Kindly Confirm  If not, please let us know the following: A. The resolution of the satellite data B. The vintage of satellite data C. If satellite data is not the base for the landuse plan, please specify the other source.  We presume that the superimposition of revenue maps is not in the scope of the consultant and the client will provide a revenue map with details of existing land use.  Please clarify	The consultant shall arrange for necessary documents/ reports. The authority will extend support as and when required.
69	RFQ cum RFP	41	3-Terms of Reference, 3.2.7.1	Land Use Planning	Preparation of cadastral database and maps using GIS for the implementation of land use plan.	We request the following clarification: Will the consultants be provided with satellite imageries? Also, only a Conceptual Plan is to be prepared no ground verification is required? <b>Please consider and confirm.</b>	Satellite images are not required. Ground verification as per list of surveys specified in Corrigendum 3.
70	RFQ cum RFP	43	3.3. Project Team	Project Team		In the event if reference queries related to Cl. 3.2, 3.2.3 and 3.2.6.2 is not amended, the desired Scope of Work of designing of roads, railways, pipeline etc. and EIA would require additional resources like design engineers, environment engineers, estimation & costing engineer to be added in project team.	Additional team members can be proposed to work on the Project as per the requirement. However, evaluation of the team will be done as per the team member details mentioned in RFQ cum RFP.
71	RFQ cum RFP	43	3.3	Project Team	Team Leader: Post Graduate having more than ten years of relevant experience.	We request to amend the clause as:  Team Leader: Graduate/ Post Graduate having more than eight (8) years of relevant experience.	As per RFQ cum RFP Document
72	RFQ cum RFP	43	3.3	Project Team	Urban/ Infrastructure Planner: Post Graduate with more than ten years of relevant experience.	We request to amend the clause as:  Urban/ Infrastructure Planner: Graduate/ Post Graduate with more than five years of relevant experience.	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
73	RFQ cum RFP	43	3.3	Project Team	Financial Analyst: Post Graduate with more than seven years of relevant experience.	We request to amend the clause as: Financial Analyst: Post Graduate with more than five years of relevant experience.	As per RFQ cum RFP Document
74	RFQ cum RFP	43	3.3	Project Team	Port Sector Expert: Post Graduate with relevant experience in planning, feasibility and market assessment of port projects having more than seven years' experience.	We request to amend the clause as: Port Sector Expert: Post Graduate with relevant experience in planning, feasibility and market assessment of port projects having more than five years' experience.	As per RFQ cum RFP Document
75	RFQ cum RFP	44	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in twenty three (23) weeks from the date of contract.	Considering the data, documents, study of planning documents and identification of 4 sites will involve good time. Further the consultants need to brainstorm the zoning, planning and various other reports. Our submission is allow 26 weeks for the project.	As per RFQ cum RFP Document
76	RFQ cum RFP	44	3.4. Period of Assignment and Payment Terms	Project duration	The exercise shall be completed in twenty three (23) weeks from the date of contract.	We request to increase the proposed delivery timeline by at least 4 to 6 months.	As per RFQ cum RFP Document
77	RFQ cum RFP	44	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in twenty three (23) weeks from the date of contract.	Based on our experience from similar projects and considering the scope of work mentioned in RFP, we request to provide 40 week's time instead of 23 week to complete the engagement	As per RFQ cum RFP Document
78	RFQ cum RFP	3.4	3.4	Period of Assignment and Payment Terms	Draft Final Report - M+20 weeks	Based on our experience from similar projects and considering the scope of work mentioned in RFP, we request to provide 36 week's time to complete Draft Final Report.	As per RFQ cum RFP Document
79	RFQ cum RFP	44	3.4	Period of Assignment and Payment Terms	The exercise shall be completed in twenty three (23) weeks from the date of contract. The project timelines and payment milestones shall be as below	We presume that the period between the submission of the stage report and its processing would not be included in the period of assignment. Please confirm	As per RFQ cum RFP Document
80	RFQ cum RFP	44	3.4	Period of Assignment and Payment Terms	Inception Report, covering 3.2.1 10% of the Total fees after Acceptance by the client  M + 2 Weeks  2 Interim Report, covering 3.2.2 to 3.2.4 25% of the Total fees after Acceptance by the client  M + 10 Weeks  3 Draft Final Report 40% of the Total fees after Acceptance by the client  M + 20 Weeks 4 Final Report 25% of the Total fees after Acceptance by the client Within 3 weeks of comments on Draft	As per our understanding, the Client will finally accept the Reports after providing their comments and compliance of the same by the Consultant submitted by the Consultant within the time span as provided in this Clause.  Please confirm.	As per RFQ cum RFP Document
81	RFQ cum RFP	46	3.8. Responsibilities of the Authority	Responsibilities of the Authority		Considering the scope of work, site surveys including contour survey, hydrological survey, soil investigation for design of roads, rail, pipeline, GIS survey by the specialized agencies for various site details will be required. It is requested that the Authority should bear these expenses as per actuals or conduct these surveys as and when required in the project.	As per RFQ cum RFP Document
82	RFQ cum RFP	46	3.9 9vi)	Responsibilities of the Consultant	The Consultant shall have to make their own arrangements for necessary computer software and hardware and transportation facilities to and fro from the Authority's Office Gandhinagar to meet their daily requirements	Kindly confirm if the Client will reimburse the expenses on arrangements for necessary computer software and hardware and transportation facilities Please confirm	As per RFQ cum RFP Document
83	RFQ cum RFP	45 & 47	3.4(vi) & 3.9(ix)	Period of Assignment and Payment Terms & Responsibilities of the Consultant	The Consultant team shall be made available as and when required by the Authority & The Consultant shall ensure that its manpower/ Project Team proposed shall be available on all working days of Government of Gujarat (including working Saturdays) whenever required;	The given statements are contradicting Earlier statement states consultant team to be available as & when required Where as in below statement states the consultants team to be present on all working days, We request you to clarify  We suggest that a Project coordinator with desired experience will be made available at the project site for entire duration of project and the consultant team will be available as & when required. Kindly consider	Onsite deployment of team is not required. However, during presentations and team meetings, the team members are required to travel.

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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
84	RFQ cum RFP	44 & 104	3.4 & 3.2	Audit		We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	As per RFQ cum RFP Document
85	RFQ cum RFP	44 & 111	3.4 & 5	Time is of essence	Time is of essence	By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines. You may exercise your right to terminate the contract in case of material breaches. Thus, request you to kindly delete this clause.	As per RFQ cum RFP Document
86	RFQ cum RFP	46, 53, & 108	3.7, 4.11, 3.11 & 3.12	IPR	No protection to our pre-existing IPRs	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
87	RFQ cum RFP	49	4.3.2	A. Technical Evaluation	Category II: Feasibility/ Market Assessment Report: 3 marks per project	Our submission is that all the evaluation criteria should be given equal weightage.  We request to amend the clause as:  4 marks per project	As per RFQ cum RFP Document
88	RFQ cum RFP	49	4.3.2	A. Technical Evaluation	Category III: Project Advisory: 2 marks per project	Our submission is that all the evaluation criteria should be given equal weightage.  We request to amend the clause as:  4 marks per project	As per RFQ cum RFP Document
89	RFQ cum RFP	12	1.4 Sr no 5(a) & (b)	Schedule of the bidding process	Submission of Financial Bid (online) 06-02-2023 & Submission of Technical Bid (Hard Copy) 07-02-2023	We request you to provide at least 3 weeks' time for preparing proposal after reply to pre-bid queries is issued	Refer Corrigendum 1
90	RFQ cum RFP	12	1.4	Schedule of the bidding process	5. (b) Submission of Technical Bid (Hard Copy) - <b>07/02/2023</b>	We request the authority to provide atleast 3 weeks of time from the release of Response to prebid queries.	Refer Corrigendum 1
91	RFQ cum RFP	12	1.4	Schedule of the bidding process	7. Presentation by bidders	We understand that as part of the Technical Proposal, the consultant is not supposed to submit the Presentation. We request the authority to kindly confirm the same.	Yes
92	RFQ cum RFP	36	3.2	Scope of Work	Preparation of a Detailed Project Report (DPR) for the development of Special Investment Region Navlakhi, including activities related to land ownership data and getting statutory clearances like Environmental clearances, forest clearance etc.	We understand that getting statutory clearances like Environmental clearances, forest clearance, etc. is not under the scope of the consultant. We request the authority to kindly confirm the same.	Refer Corrigendum 3
93	RFQ cum RFP	36	3.2	Scope of Work	Location suitability analysis based on-site and other primary surveys about the project sites and the project influence area.	We request the authority to provide the list of primary Surveys required as part of the engagement	Refer Corrigendum 3
94	RFQ cum RFP	44	3.4	Period of Assignment and Payment Terms	1. Inception Report - 10% of Total Fees 2. interim Report - 25% of Total Fees 3. Draft Final Report - 40% of Total Fees 4. Final Report - 25% of Total Fees	We request the authority to kindly modify the payments terms as mentioned below:  1. Inception Report - 20% of Total Fees 2. interim Report - 30% of Total Fees 3. Draft Final Report - 30% of Total Fees 4. Final Report - 20% of Total Fees	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
95	RFQ cum RFP	47 & 94	Clause 3.9 & Annexure 11; Note 1	Total Price of the Services &	The Consultant shall ensure that its manpower/ Project Team proposed shall be available on all working days of Government of Gujarat (including working Saturdays) whenever required; & The Person Man-month shall be considered as 24 working days in one Month	As per clause 3.9 total working days considered comes up to 26 working days & as per Annexure 11 total working days considered as 24 working days We request client to clarify what is the exact working days to be considered Please clarify	As per RFQ cum RFP Document
96	RFQ cum RFP	49	4.3.2	Technical Evaluation:	A-Technical Capacity (35 Marks) 1-Category I : Industrial Park 2-Category II: Feasibility/ Market Assessment Report 3-Category III: Project Advisory	We understand that if same project is submitted under category I, Category II and III and that they satisfy all the required criteria, they will be marked and considered under all the categories. We request the authority to please confirm the same.	As per RFQ cum RFP Document
97	RFQ cum RFP	50	4.3.5	Evaluation	4.3.5. The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage.	We request the authority to consider more weightage to technical marks and amend the clause as – "The score of technical proposals would be given 80% weightage and that of the financial proposals would be given 20% weightage."	As per RFQ cum RFP Document
98	RFQ cum RFP	50	C 4.3.5	Weightage of Technical and Financial Bid	The score of technical proposals would be given 70% weightage and that of the financial proposals would be given 30% weightage. 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	For a high-level work like this, we suggest that the score of technical proposals should be given 80% weightage and that of the financial proposals would be given 20% weightage. Please confirm	As per RFQ cum RFP Document
99	RFQ cum RFP	51, 103 & 122	4.5, 2.1 & annexure 18	Replacement of Personnel	Replacement of Personnel	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause . The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	As per RFQ cum RFP Document
100	RFQ cum RFP	53	4.11	Proprietary data	4.11.1 Subject to the provisions of Clause 2.17, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.	In place of this clause, we propose the following clause:  Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than the information provided by the Department are for Department's internal use only (consistent with the purpose of the particular Services) including Department's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization.  The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
101	RFQ cum RFP	65	Annexure 1 © Instructions	Joint Bidding Agreement	4.In the case of a Consortium, a copy of the <b>Jt. Bidding Agreement</b> shall be submitted in accordance with the RFQ cum RFP document.	It is requested to provide format of Jt. Bidding Agreement.	Refer Corrigendum 4
102	RFQ cum RFP	102	Clause 1.3	Additional Work	If, in the opinion of the Authority, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the Consultant shall carry out such additional work and with the prior authorisation of the Authority. The charge for the Personnel required for such additional work would be as per the Person-Month quoted by the bidder and mentioned in Annexure-10 and Annexure-11. Also, if there are any out of pocket expenses, such expenses would be paid as mutually agreed	We would like to bring to your notice that the rate quoted in annexure 10 would be the average rate of the team for the work already defined in the present RFP. Fees for the additional works should not be determined based on this average rate.  For any additional work the payment shall be made as per mutually agreed rates. Kindly consider	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	106	3.5	Confidentiality	<p>(a)The consultant shall treat all information, report and other submissions made by them as confidential, and shall take all reasonable precautions of those having access to such materials maintaining confidence. With respect to questionnaire and survey in project all information gathered should be treated as confidential.</p> <p>(b) The Consultant shall use all the documents, drawings and other data and information of a proprietary nature received from the Authority or other concerned authorities, solely for the purpose of performing and carrying out the obligations on his part under the agreement and shall not disclose the same to any other person except to the extent required, in the performance of the work for the assignment and shall maintain the utmost secrecy. The consultant shall bind his employees who are involved in the assignment by a suitable secrecy agreement.</p> <p>(c)Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the purposes of the Services, nor shall the Consultant or the Personnel make public or inform any one, directly or indirectly, any such information received by them or any recommendations formulated in the course of or as a result of the Services. Confidential Information for the purposes of this clause means all information that has been marked as confidential at the time of disclosure.</p> <p>(d) The Authority agrees with the Consultant that all information including to information relating to Consultant's trade secrets, know-how/technical data, research, products, strategies, internal procedures, employees and business opportunities and other proprietary information of Consultant as described specifically as "confidential information" belongs to the Consultant and shall not disclose or divulge such confidential information to any third parties or make use or allow others to make use thereof. These clauses, (a) and (b), shall survive the termination of this Agreement. <b>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.</b></p>	<p>We suggest to remove the below para from the clause</p> <p><del>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.</del></p> <p>The Authority may kindly confirm if acceptable</p>	As per RFQ cum RFP Document
104	RFQ cum RFP	106	3.5	Confidentiality Obligations	Confidentiality	<p>We request the authority to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p><i>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</i></p>	As per RFQ cum RFP Document
105	RFQ cum RFP	106	3.5	Confidentiality Obligations	Confidentiality	<p>We request the authority to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p><i>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</i></p>	As per RFQ cum RFP Document
106	RFQ cum RFP	106	3.5	Confidentiality Obligations	Confidentiality	<p>We request the authority to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.</p>	As per RFQ cum RFP Document
107	RFQ cum RFP	106	3.5	Confidentiality Obligations	Confidentiality	<p>We request the authority to reduce the survival period of confidentiality obligations to one year post expiry or termination.</p>	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
108	RFQ cum RFP	107	3.8	Insurance	The Consultant shall at its cost take out and maintain adequate professional liability insurance <b>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.</b> <b>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.</b>	We suggest to remove the below para from the clause  <del>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.</del>  <del>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.</del>  The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
109	RFQ cum RFP	108	3.11	Ownerships of data, Information and Documentation	All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of the Authority. Any reproduction, in part or full of the submissions made would require permission of Authority.	In place of this clause, we propose the following clause -  "The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Bidder own in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Bidder compile and retain in connection with the Services (but not information provided by the Authority reflected in them)."  The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
110	RFQ cum RFP	108	3.12	Copyright	The Authority shall retain copyright of all documents prepared by consultants and shall be entitled to use or copy them for the intended work and for this need not obtain the consultant's permission. The Consultant shall need to take permission from the Authority for copying the documents mentioning the purpose for which they are intended.	In place of this clause, we propose the following clause  "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement"  The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
111	RFQ cum RFP	107	3.8	Insurance	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
112	RFQ cum RFP	108	3.1	(iii)	Time taken by the Authority for approval of deliverables however shall be additional to reporting and time-schedule of consultant. Only after one deliverable is approved in written that the time period for next deliverable shall come into effect	Request to consider to specify maximum time period for review and approval as resource cost increases on Y-o-Y basis and the same needs to be considered for financial bid.	As per RFQ cum RFP Document
113	RFQ cum RFP	112	7.1	Performance Security	The Authority shall retain by way of performance security (the "Performance Security"), 3% (Three per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. 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. <b>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.</b>	We suggest to remove the below para from the clause  <del>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.</del>  The Authority may kindly confirm if acceptable	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
114	RFQ cum RFP	113	7.2	Liquidated damages for late submission	In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations. 7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1.	We propose that 10% should be limited to 3% as mentioned above in the Performance Security section  The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
115	RFQ cum RFP	113	8	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. The Authority reserves the right to cancel the contract by giving 15 days' notice, subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.  The Consultant reserves the right to terminate the Agreement immediately upon situations arising due to non-compliance of the stipulations of this Agreement by the Authority. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 15 days prior to the date of the termination notice and if the non-compliance has continued up to the date of the termination notice. The Authority shall be liable to pay the Consultant fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.  The parties also reserve a right to terminate this Agreement in the event any voluntary insolvency petition/ IP petition is filed by either party, or if any proceedings are instituted against either party, property or assets under any bankruptcy, insolvency, receivership, debtors relief, winding up rehabilitation, or similar statute or any effective resolution is passed for the winding up of that party or for any remedy under any such statute. The payment of the fees will be determined based on the actual work carried out, actual Person-Months spent and Person-Month Rate as specified in Section 4.1 and reasonable amount of out of pocket expenses. In case of failure to decide compensation, Arbitrator as per the terms of the contract shall be appointed to decide the compensation	We propose that Liquidated damages to be limited to 3% instead of 10%.  In addition to the clause, we also propose the following  "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."  The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
116	RFQ cum RFP	113	8	Termination	Termination of the Contract	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	As per RFQ cum RFP Document
117	RFQ cum RFP	113	8.2	Cancellation	<i>Termination of the Contract</i>  <i>8.2 The Authority reserves the right to cancel the contract by giving 15 days' notice subject to payment of the fees for the actual work done by the consultant for the project up to the date of cancellation of the contract as per Section 8.5.</i>	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
118	RFQ cum RFP	113	8.1	Risk Purchase	Termination of the Contract  8.1 The Authority reserves the right to cancel the contract at any time if it is not satisfied with the services of the consultant or there is breach of any of the condition of this contract by the consultant, provided a period of 15 days has lapsed from the date of serving notice on the Consultant requiring it to remedy the breach and if the breach has continued up to the date of the termination. In this event, the work done till then by the consultant shall be taken over by the Authority. Authority reserves the right to appoint a new consultant and hand over to him the all the documents to complete the assignment. In such an event, the consultant shall not be entitled to receive any payments upon termination of the contract. In such case, upon termination, the Authority may also impose liquidated damages, up to maximum of 10% of the contract value. The consultant will be required to pay any such liquidated damages to Authority within 30 days of	We request the authority to limit our liability under this clause to 10% of the value of corresponding goods/services not delivered by us. Please also confirm that client will use government procurement norms (including price discovery) for procurement of such services from third parties.	As per RFQ cum RFP Document

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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
119	RFQ cum RFP	113	7.2	Liquidated damages	<p>7.2 Liquidated Damages for late submission</p> <p>7.2.1 In case the above reports are not submitted within the period stipulated as above due to reasons attributable to the Consultant, the consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of 0.5% per week on the contract price subject to maximum of 10% reckoned on the Total Price of the Services. Fraction of a week will be considered as a full week for the purpose of liquidated damages calculations.</p> <p>7.2.2 In case the consultant does not submit the report within two months of due date, the client reserves the right to terminate the contract as per the provisions of Section 8.1.</p>	We request the authority to cap the liquidated damages/penalties cumulatively to 5% of the total contract value.	As per RFQ cum RFP Document
120	RFQ cum RFP	113	7.2.1	Liquidated Damages for late submission	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.	We request client to modify clause as follows The consultants will be liable to pay at the discretion of the client, a liquidated damages to the client of <b>0.2% per week</b> on the contract price subject to maximum of 10% reckoned on the Total Price of the Services.	As per RFQ cum RFP Document
121	RFQ cum RFP	114	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. <b>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.</b> Consultants shall be fully responsible for all matters arising out of the performance of the contract and shall comply, at their own expenses, with all laws / acts / enactment / orders / regulations / statutory obligations, whatsoever of the Government of India/ State Government, Local Self Government or any Statutory Authority.	<p>We suggest to remove the below para from the clause</p> <p><del>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.</del></p> <p>The Authority may kindly confirm if acceptable</p>	As per RFQ cum RFP Document
122	RFQ cum RFP	115	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. <b>However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1</b>	<p>We suggest to remove the below para from the clause</p> <p><del>However this clause will not prevent the Authority from levying the liquidated damages as per Clause 7 and 8.1.</del></p> <p>The Authority may kindly confirm if acceptable</p>	As per RFQ cum RFP Document
123	RFQ cum RFP	115	14	Arbitration	In the event of any dispute or difference at any time arising between the parties relating to the construction, meaning or effect of this agreement or any other clause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this agreement or otherwise in relation to the terms, whether during the continuance of this agreement or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations. If, however, such negotiations are anfractuous, they shall be decided by arbitration of two Arbitrators, one to be appointed by each party to the dispute or difference and to an Umpire to be appointed by Arbitrators in writing before taking upon them the burden of arbitration. Such a reference shall be deemed to be a submission to arbitration under the provisions of The Arbitration and Conciliation Act, 1996 and of any modification or re-enactment thereof. The venue of arbitration shall be Ahmedabad only, subject to the above, the Civil Courts in Ahmedabad only shall have exclusive jurisdiction in this matter. <b>The expense of the arbitration shall be paid as may be determined by the Arbitrators</b>	<p>We suggest to remove the below para from the clause</p> <p><del>The expense of the arbitration shall be paid as may be determined by the Arbitrators.</del></p> <p>The Authority may kindly confirm if acceptable</p>	As per RFQ cum RFP Document
124	RFQ cum RFP	115	12	Limitation of 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 authority 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

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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
125	RFQ cum RFP	117	17	Indemnity	The Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.	We understand that this indemnity towards the Client is limited to the Contract value with reference to Clause 12.0 Liability)  Please confirm	As per RFQ cum RFP Document
126	RFQ cum RFP	117	17	Indemnity	The Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.	We propose the deletion of this clause.  The Authority may kindly confirm if acceptable	As per RFQ cum RFP Document
127	RFQ cum RFP	117	17	Indemnity	Indemnity The Consultant shall indemnify the Authority and every members, officers and employees of the Authority, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.	There are several remedies available under law and contract to you for such breach of obligations. For eg., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.  If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.	As per RFQ cum RFP Document
128	RFQ cum RFP	118	18.4	Survival obligations	Survival The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.	We request that any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract	As per RFQ cum RFP Document
129	RFQ cum RFP				Change in law clause	Only in context of taxes, in case of their increase or decrease, if the cost of the contract increases/decreases, then the amount payable to the Consultant shall be increased/decreased by agreement between the parties.	As per RFQ cum RFP Document
130	RFQ cum RFP		Addition of clause	Confidentiality Obligations		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
131	RFQ cum RFP		Addition of clause	Indemnity	<i>(addition of clause)</i>	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

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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
132	RFQ cum RFP		Addition of clause	Indemnity	<i>(addition of clause)</i>	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 (including any claim for damages).	As per RFQ cum RFP Document
133	RFQ cum RFP		Addition of clause	Termination	<i>(addition of clause)</i>	To uphold the principles of natural justice and to bring parity in the contract, we request client to give us the right to terminate the contract in case client breaches any of its material obligations under the contract, provided a notice for such breach is given to client along with a rectification period of 30 days.	As per RFQ cum RFP Document
134	RFQ cum RFP		Addition of clause	Liquidated damages	<i>(addition of clause)</i>	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
135	RFQ cum RFP		Addition of clause	Liquidated damages	<i>(addition of clause)</i>	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
136	RFQ cum RFP		Addition of clause			We will be providing services and deliverables to your good self 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
137	RFQ cum RFP		Addition of clause			If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request the authority to incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:  "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	As per RFQ cum RFP Document
138	RFQ cum RFP			General		As per our understanding from scope, we believe that deliverables of this project are not as per section of GSIR Act 2009 and GTP&UD Act 1976. Please clarify.	As per RFQ cum RFP Document