

DIAMOND RESEARCH AND MERCANTILE CITY LIMITED, SURAT

Name of Work :- SELECTION OF ICT CONSULTANT FOR DREAM CITY PROJECT AT VILLAGE-KHAJOD, SURAT, GUJARAT

Tender ID :- 372220

ADDENDA – CORRIGENDUM

This Addenda – Corrigendum has been issued following the tender issued and online pre-bid queries raised for the above said work.

- 1) The bidders are requested to make note of the following changes made in the tender documents, which are to be taken in to account while submitting the tender. They shall be presumed to have done so and accordingly submitted the tender.
- 2) This Addenda-Corrigendum shall be treated as a part of the tender documents.
- 3) All the items, clarifications given in this Addenda-Corrigendum supersedes all such relevant - matters - conditions to that effect as provided in the original tender documents, and also those mentioned in queries/letters received from respective companies.
- 4) Addition and alteration in the tender documents are as follows.

TECHNICAL BID (VOL-I)

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
[RFP No.: MD/DCL/ICT/RFP/03/2019-20]

Clarifications to Queries

#	RFP Section	Content in the RFP Requiring Clarification	Clarification Sought	Clarification by DCL
1.	Page no. 2	Financial Proposal/ Volume-II Submission end date & time (On-line) by 29th Sept 2019.	Request to extend the Financial proposal submission date by 2 weeks' time i.e. 12th Sept 2019, considering various legal & administrative approval at our end.	Please refer to Addendum & Corrigendum I.
2.	Page no. 2	Financial Proposal/ Volume-II Submission end date & time (On-line)29/08/2019 upto18:00hrs	Request Authority for extension of bid submission date for 10 Days Financial Proposal/ Volume-II Submission end date & time (On- line)10/09/2019 upto18:00hrs	Please refer to Addendum & Corrigendum I
3.	Page no. 2	Financial Proposal/ Volume- II Submission end date & time (On-line) - 29/08/2019 upto18:00hrs	For submission of competitive proposal we request the extension as per below: Submission end date & time (On-line) - 17/09/2019 upto18:00hrs	Please refer to Addendum & Corrigendum I
4.	Page no. 2	Submission in (Hard Copy) of Tender fee & E.M.D. etc. as mentioned in RFP	For submission of competitive proposal we request the extension as per below: From 17/09/2019 to 24/09/2019 up to 18:00hrs	Please refer to Addendum & Corrigendum I
5.	Page no. 2	Tender Fee (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 you to waive / delete the requirement for submitting tender fee under the RFP	No change as per RFP
6.	Section 1 Data Sheet (ref 3.1- a) & Page no. 5	Selection Basis: of Consultant through this RFP is the Quality cum Cost -	Since Technical competency is very important to deliver such huge project, Requesting to modify QCBS criteria as under: Technical : 0.7 1Financial : 0.3	Please refer to Addendum & Corrigendum I

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		Based Selection (QCBS) method. The weights given to technical and financial proposals are: Technical = 0.6 Financial = 0.4		
7.	Section 1 Data Sheet (ref 3.11-g) & Page no. 5	The last date of submission of Volume-I in hard copy (Proposal Due Date) is 06 September 2019 before 16:00hrs (IST).	Request to extend the bid submission date by 2 weeks' time i.e 20th Sept 2019, considering various legal & administrative approval at our end.	Please refer to Addendum & Corrigendum I.
8.	Section 1- Data Sheet & Page No. 5	Bid Security (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks (see Form6) must be submitted by Applicants.	Looking to the work coverage & having competent companies on board for delivering such important & huge project, requesting to increase the EMD value to Rs.5,00,000 (Rupees Five Lacs only).	No change as per RFP
9.	Section 2, 2.3- Project Phase & page no. 9	The DREAM City project construction over approximately 700 hectares at Village-Khajod, Surat, Gujarat is envisaged to span across 25 years and shall be spread across five overlapping phases	It is understood that the scope under this RFP is limited for 02 phases only. Need more clarity on this.	Yes, your understanding is correct. Please refer section 4 for detailed scope of work which shall be applicable for these 2 phases only.

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		(referred to as packages), which may overlap, and will roughly constitute 5%, 22%, 33%, 20% and 20% of the total work.		
10.	Clause 3.5, page 12 & Clause 3.10(d), page 15	Conflict of interest	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	No change as per RFP
11.	Section 3, 3.9 - Performance Security (b) & page no. 15	(b) For the successful bidder the Performance Security shall be retained by DCL until the completion of the assignment by the Consultant and be released 90 (ninety) days after the completion of the assignment.	Request to modify as under :) For the successful bidder the Performance Security shall be retained by DCL until the completion of the assignment by the Consultant and be released 90 (ninety) days after the completion of the assignment or early termination (for reason not attribute to the consultant) as per RFP clause.	No change as per RFP
12.	Clause 3.10 Point d sub point VII Page 16	A firm which has been engaged by the DCL to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFP, conversely, a firm hired to provide consulting	Do we mean Consultant Appointed by DCL wouldn't be able to do consulting work in other city	The consultant or its associate working on this project will not be allow to work on implementation of this project and vice –versa. Bidder or its associate can provide consultancy services or implementation in any city

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		services for the preparation or implementation of any project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.		
13.	Section 3, 3.14 (A)- Proposal Evaluation & page no. 22	Applicant shall be national /international level company in existence for last 5 years (as on PDD) and should have been Smart City Consultant / ICT Consultant and have successfully developed and customized Smart City designs, plans and roadmap for implementation of globally large scale Information and Communication Technology systems /major ICT components for at least: (a)one project of area 250 acres or moreand having ICT capital investment ofminimum of	Need clarity: It is understood that the ICT capital Investment value referred here is with respect to the relevant Project value for which Consultant has provided their services. Please correct in case of other interpretation.	Yes, your understanding is correct

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		<p>INR 25 Crores; OR</p> <p>b) twoprojects each of area covering 125acres or more and having ICT capitalinvestment of minimum of INR 15Crores each; OR</p> <p>(c) three projectseach of area 80 acres or more andhaving ICT capital investment ofminimum of INR 10 Crores each.</p>		
14.	Section 3, 3.14 (A)- Proposal Evaluation & page no. 22	<p>Applicant shall be national/international level company in existence for last 5 years (as on PDD) and should have been Smart City Consultant / ICT Consultant and have successfully developed and customized Smart City designs, plans and roadmap for implementation of globally large scale Information and Communication Technology systems / major ICT components for at least:</p>	<p>Bidder have successfully developed and customized Smart City designs, plans and roadmap for implementation of globally large scale Information and Communication Technology systems / major ICT components for at least:</p> <p>(a) one project of area 250 acres or more and having ICT capital investment of minimum of INR 8 Crores; OR</p> <p>(b) two projects each of area covering 125 acres or more and having ICT capital investment of minimum of INR 4 Crores each; OR (c) three projects each of area 80 acres or more and having ICT capital investment of minimum of INR 3 Crores each.</p> <p>It is requested to kindly delete covering areas criteria.</p>	No change as per RFP

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		<p>(a) one project of area 250 acres or more and having ICT capital investment of minimum of INR 25 Crores; OR (b) two projects each of area covering 125 acres or more and having ICT capital investment of minimum of INR 15 Crores each; OR (c) three projects each of area 80 acres or more and having ICT capital investment of minimum of INR 10 Crores each.</p>		
15.	Clause 3.14 Point A Page 22	Proposal Evaluation - Minimum Qualification Criteria in section "Supporting Documents to be Attached"	<p>We understand bidder can submit</p> <ol style="list-style-type: none"> 1. Completion certificates/ Part completion certificates from clients. The certifications must confirm the project attributes (size, fee, duration, etc.) and the scope of work on the projects OR 2. The self-certification of the applicant is also permitted accompanied by certified copy of work order OR 3. document certifying release of performance bank guarantee/certified copy of payment received or any other document certifying the completion/part completion of the project 	Please refer to Addendum & Corrigendum I

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			as the case may be Please clarify.	
16.	Section 3, 3.14 (B)- Proposal Evaluation & page no. 22	Applicant must demonstrate specific project experience in respect of at least two of the following disciplines (minimum 1 project having consultancy value of 1 Cr in both the discipline): i. Public Safety and Security (including video surveillance and analytics), Public Facilitation, Transportation, etc. ii. Integrated Operations Command Centre iii. Service layer components and their integration such as ICT for utilities and infrastructures for automation, monitoring, control, display, etc. iv. Network & communications –	Need clarity: Requesting to add the assignments involving ICT audit/advisory work experience for said disciplines would also be considered under this evaluation criteria of Experience & Project value.	No change as per RFP

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		passive optical networking, unified communications, wi-fi, etc		
17.	Section 3, 3.14 (B)- Proposal Evaluation & page no. 22	<p>Applicant must demonstrate specific project experience in respect of at least two of the following disciplines (minimum 1 project having consultancy value of 1 Cr in both the discipline):</p> <ul style="list-style-type: none"> i. Public Safety and Security (including video surveillance and analytics), Public Facilitation, Transportation, etc. ii. Integrated Operations Command Centre iii. Service layer components and their integration such as ICT for utilities and infrastructures for automation, monitoring, control, display, etc. iv. Network & communications – passive optical networking, unified communications, wi-fi, etc. 	<p>Applicant must demonstrate specific project experience in respect of at least two of the following disciplines (minimum 1 project having consultancy value of 1 Cr or Design & implementation value of 100 Cr. of in both the discipline):</p> <ul style="list-style-type: none"> i. Public Safety and Security (including video surveillance and analytics), Public Facilitation, Transportation, etc. ii. Integrated Operations Command Centre iii. Service layer components and their integration such as ICT for utilities and infrastructures for automation, monitoring, control, display, etc. iv. Network & communications – passive optical networking, unified communications, wi-fi, etc. 	No change as per RFP

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18.	Section 3, 3.14 (C) Proposal Evaluation – Minimum Qualification Criteria & Page No. 22	Applicant shall have an average annual turnover of at least INR 5 Crores or equivalent for last three financial years. (specifically engaged with local urban bodies or smart cities)	Looking to the work coverage & having competent companies on board, requesting to modify the annual turnover of at least INR 100 Crores or equivalent for last three financial years.	No change as per RFP
19.	Section 3, 3.14(C) Proposal Evaluation – Minimum Qualification Criteria & Page No. 22	Applicant shall have an average annual turnover of at least INR 5 Crores or equivalent for last three financial years. (specifically engaged with local urban bodies or smart cities)	Applicant shall have an average annual turnover of at least INR 50 Crores or equivalent for last three financial years. (specifically engaged with local urban bodies or smart cities)	No change as per RFP
20.	Section 3, 3.14 (C) Proposal Evaluation – Minimum Qualification Criteria & Page No. 22	Applicant shall have an average annual turnover of at least INR 5 Crores or equivalent for last three financial years. (specifically engaged with local urban bodies or smart cities)	Applicant shall have an average annual turnover of at least INR 5 Crores or equivalent for last three financial years from Consultancy Projects .	No change as per RFP
21.	Miscellaneous Point: Minimum	NA	Requesting to add following under Qualification Criteria : 1) To add HR certificate for like ISO, Gartner Leadership in specific services etc. 2) To have registered office in India & having branch office in Gujarat.	No change as per RFP

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	Qualification Criteria		3) Having minimum 100 employees under payroll of Consultant in India.	
22.	Section 3, 3.15 (A) Proposal Evaluation – Technical Evaluation & Page No. 23	<p>Specific consultancy experience related to the assignment (having consultancy value of at least 1cr. in each discipline as mentioned below)</p> <p>The emphasis will be on relevance of the projects to the assignment, discipline, size and nature of the projects, i.e., of comparable size, complexity and technical speciality.</p> <p>Describe in detail Applicant's contribution to past projects which cover the following broad areas:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Network & communication- passive optical networking, unified communications, wi-fi, etc. (pts.-5) <input checked="" type="checkbox"/> Integrated project command centre (pts.-5) <input checked="" type="checkbox"/> Smart city management solutions – Public safety & security (access control, 	<p>In Pre-Qualification Criteria, There are 4 disciplines mentioned as follows:</p> <ul style="list-style-type: none"> i. Public Safety and Security (including video surveillance and analytics), Public Facilitation, Transportation, etc. ii. Integrated Operations Command Centre iii. Service layer components and their integration such as ICT for utilities and infrastructures for automation, monitoring, control, display, etc. iv. Network & communications – passive optical networking, unified communications, wi-fi, etc. <p>However in evaluation criteria only three disciplines mentioned and marks are distributed unequally. Marks will be distributed Equally.</p>	Please refer to Addendum & Corrigendum I

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		<p>video surveillance with associated analytics, alarms, etc.); City transportation (motorized/non-motorized, parking, etc.); utilities (metering & monitoring); City operations (People engagement platform, ERP, smart cards, etc.) (pts.-15) The details should cover, project's detailed services offered by applicant, client details, project cost, consultancy fee ect.)</p>		
23.	Clause 3.15 Page No 23, point A	<p>Specific consultancy experience related to the assignment (having consultancy value of at least 1cr. in each discipline as mentioned below) The emphasis will be on relevance of the projects to the assignment, discipline, size and nature of the projects, i.e., of comparable size, complexity and technical specialty. Describe in detail Applicant's contribution to</p>	<p>We request change as below:</p> <p>Specific consultancy experience related to the assignment (having consultancy value of at least 1cr. in each discipline as mentioned below)</p> <p>The emphasis will be on relevance of the projects to the assignment, discipline, size and nature of the projects, i.e., of comparable size, complexity and technical specialty. Describe in detail Applicant's contribution to past projects which cover the following broad areas:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Network & communication- passive optical networking, unified communications, wi-fi, etc. (5 pts)</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts </div>	Please refer to Addendum & Corrigendum I

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		<p>past projects which cover the following broad areas:</p> <p><input checked="" type="checkbox"/> Network & communication- passive optical networking, unified communications, wi-fi, etc. (pts.-5)</p> <p><input checked="" type="checkbox"/> Integrated project command center(pts.-5)</p> <p><input checked="" type="checkbox"/> Smart city management solutions – Public safety & security (access control, video surveillance with associated analytics, alarms, etc.); City transportation (motorized/non-motorized, parking, etc.); utilities (metering & monitoring); City operations (People engagement platform, ERP, smart cards, etc.) (pts.-15)</p> <p>The details should cover, project's detailed services offered by applicant, client details, project cost, consultancy fee etc.)</p>	<p>Integrated project command center (5 pts)</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts <p>Smart city management solutions – Public safety & security (access control, video surveillance with associated analytics, alarms, etc.) – 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts <p>City transportation (motorized/non-motorized, parking, etc.) 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts <p>Utilities (metering & monitoring) or City operations (People engagement platform, ERP, smart cards, etc.) – 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts 	

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24.	Clause 3.15 Page No 24, Point D	ICT consultancy experience in design / planning / implementation / execution / commissioning of any Smart City solution (having minimum capital investment of INR 1 Crore) for a national or international city – 5 pts	<p>We request change as below:</p> <p>ICT consultancy experience in design / planning / implementation / execution / commissioning of any Smart City solution (having minimum capital investment of INR 1 Crore) for a national city– 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr of capital investment– 1 pts • 2 Projects each with 1 Cr of capital investment - 2 pts • 3 Projects each with 1 Cr of capital investment - 3 pts • 4 Projects each with 1 Cr of capital investment - 4 pts • 5 Projects each with 1 Cr of capital investment - 5 pts 	Please refer to Addendum & Corrigendum I
25.	Clause 3.15	New Clause	<p>In order to ensure that the consultants are aware about the policies, local economy and culture of Gujarat in order to bring the solution which can be win-win situation for all along with art of world solution, we suggest to add following clause in Technical Evaluation:</p> <p>ICT consultancy experience in design / planning / implementation / execution / commissioning of any Smart City solution (having minimum capital investment of INR 1 Crore) for a Gujarat city– 3 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr of capital investment– 1 pts • 2 Projects each with 1 Cr of capital investment - 2 pts • 3 Projects each with 1 Cr of capital investment - 3 pts 	Please refer to Addendum & Corrigendum I
26.	Clause 3.15 Page No 24, Point E	ICT consultancy experience in design / planning / implementation / execution / commissioning of a Smart City solution (having minimum capital investment of INR 1 Crore) for any international organization or institution.	<p>We request change as below:</p> <p>ICT consultancy experience in design / planning / implementation / execution / commissioning of a Smart City solution (having minimum capital investment of INR 1 Crore) for any international organization or institution. – 2 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr of capital investment– 1 pts • 2 Projects each with 1 Cr of capital investment - 2 pts 	Please refer to Addendum & Corrigendum I

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		– 5 pts		
27.	Section 3, 3.15 (b) Proposal Evaluation – Technical Evaluation & Page No. 24	(b) At a bare minimum one (1) expert specialist shall be assigned (the “Project Manager”). Support staff & other area experts such as Application / Process Specialist and Network Architect will be assigned as & when required and shall be in addition to the Project Manager. The Project Manager shall have the following minimum qualifications: i. Should be a Graduate (preferably with Masters in Computer Science/Engineering or equivalent) and should possess appropriate professional certifications for the role. ii. Should have a minimum ICT experience of 10 years and should have designed /managed / lead overall smart city initiatives for at least 2 projects.	Request to modify the qualification of Project Manager as under: The Project Manager shall have the following minimum qualifications: i. Should be a Graduate (preferably with Masters in Computer Science/Engineering or equivalent) and should possess appropriate professional certifications for the role. ii. Should have a minimum ICT experience of 7 years and should have designed /managed / lead overall smart city or relevant ICT project initiatives for at least 2 projects.	No change as per RFP
28.	Section 3, 3.18	(a) After selection, a Letter	Considering internal legal & administrative approval, requesting to provide 15 daytime for	Please refer to Addendum &

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	(a) Award of Contract & Page No. 25	of Award (the "LOA") will be issued, in duplicate, by the DCL to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof	providing acknowledgment/acceptance	Corrigendum I
29.	Clause 3.19, page 26 point a& d	IPR	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines.</p> <p>Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any 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.</p>	Consultant is required to submit the deliverables or supporting documents that have been developed during the project duration to DCL wrt proposed work and format as mentioned in RFP
30.	Section 3, 3.20 Termination of Contract & Page No. 27	Termination of Contract : DCL will have the right to terminate the contract by giving 30 (thirty) days written notice.	<p>Contract can be terminated by either party. So, requesting to modify the clause as under :</p> <p>Either party will have the right to terminate the contract by giving 30 (thirty) days written notice.</p> <p>In the event of termination for no fault of Consultant, the DCL shall reimburse all the expenses</p>	No change as per RFP

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		In the event of termination for no fault of Consultant, the DCL shall reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the DCL, the DCL will forfeit the performance security of the Consultant.	incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant, the DCL will forfeit the performance security of the Consultant.	
31.	Clause 3.20,page 27	Termination of Contract	To uphold the principles of natural justice, we request to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	No change as per RFP
32.	Clause 3.20,page 27	Termination of Contract	To uphold the principles of natural justice and to bring parity in the contract, we request 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.	No change as per RFP
33.	Clause 3.20,page 27	If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to	We request to delete this ground for termination as it is unreasonable and there are several remedies in contract and law available to the DCL for such breach.	No change as per RFP

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		the DCL, the DCL will forfeit the performance security of the Consultant		
34.	Clause 4.2, page 29	Technical Services	We understand that the DCL intends to implement all / few of the services mentioned under the technical services. The consultant appointed is required to design the solution for proposed 1 sq KM	Yes, your understanding is correct
35.	Clause 4.3, page 30	Inception stage: 3) Prepare an overall Smart City Implementation Plan (inclusive of ICT roadmap) for DCL. This plan must not be a mere academic device but should also be useful in that it is actionable.	We understand the consultant scope is limited only to prepare Smart City implementation Plan for ICT components. Please clarify	Please refer to section 2.3 and Section 4 for more details.
36.	Section 4, 4.3 (a), (b), (c) (d) and page no. 31	NA	Request to add following: If any delay in various stages of work for any reason not attribute to Consultant which is resulted into overall Project delay, Consultant will not be responsible for such delay in project. Consultant will not be held responsible for any penalty & LD against such delay.	DCL will look into same, if any such issues arise during the time of project work
37.	Section 4, 4.5 and page no. 31	The Consultant is expected to be engaged for a period of 15 months, extendable by mutual agreement between DCL and Consultant	As above.	Query not clear
38.	Section 6, 6.3 Termination and page no.	NA	The clause is contradict with Termination clause of Section 3 (3.20). Need clarity.	

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
[RFP No.: MD/DCL/ICT/RFP/03/2019-20]

#	RFP Section	Content in the RFP Requiring Clarification	Clarification Sought	Clarification by DCL
	71			
39.	Section 6, 6.3.2 Termination by Consultant and page no. 71	NA	Request to add following : Consultant will have the right to terminate the contract by giving 30 (thirty) days written notice by providing valid reason for such termination.	No change as per RFP
40.	Section 6, 6.7 Payment to the Consultant and page no. 76	NA	Request to add following : Payment will be released to Consultant within 30 days after raising of Invoice to DCL.	No change as per RFP
41.	Clause 6.10 Page 77	Liquidated Damage: The aggregate maximum of liquidated damages payable to the DCL under this clause shall be subject to a maximum of 10% of the total contract fees.	We request following changes The aggregate maximum of liquidated damages payable to the DCL under this clause shall be subject to a maximum of 5% of the total contract fees.	No change as per RFP
42.	Form 2 & Form 10, page 34 & 46	1. We acknowledge that DCL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has	Request changes as below: 1. All information and declarations provided in our response to the RFP and this cover letter are submitted for and on behalf of <bidder name>, the bidding entity. The declarations are submitted to the best of our knowledge based on the written information available with us as on the date of submission of the Technical Proposal	No change as per RFP

**Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
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#	RFP Section	Content in the RFP Requiring Clarification	Clarification Sought	Clarification by DCL
		been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals		
43.	Form 2 & Form 10, page 34 & 46	To be included	1. We wish to clarify that wherever we have used the term 'Associate' in our Proposal, such term has meaning as the term Associate Company is defined under the (Indian) Companies Act, 2013	No change as per RFP
44.	Form 2 & Form 10, page 34 & 46	5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part	Request addition as below: <i>We certify that in the last three years we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part as evidenced by any court decree or arbitral award against us to such effect.</i> <i>However, we would like to clarify that given the large volume of work performed by us, contracts with clients may on certain rare occasions be terminated, suspended or not renewed for a variety of reasons, the vast majority of which have only to do with normal business reasons or necessities."</i>	No change as per RFP
45.	Form 2 & Form 10, page 34 & 46	6(b) We do not have any conflict of interest in	Request change as below:	No change as per RFP

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#	RFP Section	Content in the RFP Requiring Clarification	Clarification Sought	Clarification by DCL
	46	accordance with the terms of theRFP;	<i>I, <name & designation of authorized signatory> of <bidder name>, do hereby declare that after using standard commercially reasonable conflict checking procedures, nothing has come to our attention which would cause us to reasonably believe that members of the Board of <bidder name>, or the project team members under this engagement, are indulged in activities which can be termed as conflicting activities in terms of [8.6] of the tender dated 08.08.2019."</i>	
46.	Form 2 & Form 10, page 34 & 46	11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors / AuthorizedSignatory	Request Change as below: <i>We wish to clarify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees which if adversely determined, would impact the ability of <bidder name> to provide services under the aforementioned RFP. We also wish to clarify that such declaration is with respect to Directors/Managers/employees who are proposed to be deployed on the project and the term investigation would mean investigation with reference to their official representation as an employee of <bidder name></i>	No change as per RFP
47.	Form 2 & Form 10, page 34 & 46	22. We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking inIndia	Request change as below: <i>We certify that in the last five years we have not come across any written directive by any State/ Central Government of India or any entity controlled by them barring us from participating in any project, and if the bar subsists on the date of proposal we will not be eligible to submit the proposal</i>	No change as per RFP
48.	Form 10, page 46	19. We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking inIndia	Request change as below: <i>We certify that in the last five years we have not come across any written directive by any State/ Central Government of India or any entity controlled by them barring us from participating in any project, and if the bar subsists on the date of proposal we will not be eligible to submit the proposal</i>	
49.	Form 19, Payment Schedule and	Applicant agrees that payment shall be disbursed as follows:	Need more clarity on fixed payment during Project extension. It should be mutual agreed rate.	Please refer to Addendum & Corrigendum I

**Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
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#	RFP Section	Content in the RFP Requiring Clarification	Clarification Sought	Clarification by DCL				
	page no. 59	1. Fixed Payment: 10% of TCFP divided equally into PEDM parts, shall be disbursed on post quarterly basis (in case of project extension, the same fixed payment shall continue to be applicable); and						
50.	Form 19, Payment Schedule and page no. 59	15% payment against Milestone 1 : On getting written approval / authorization from DCL for works agreed in the Inception Report as per accepted Smart City implementation Roadmap	In case of not receiving approval /authorization or any other communication from DCL within 30 days after report submission by Consultant, it is considered that deliverables are deemed accepted by DCL and Consultant will be eligible for payment against said Milestone.	DCL will ensure that the timely approval is provided				
51.	Form 19, Payment Schedule and page no. 59	For Milestone 2, 3, 4, 5 & 6	As above.	DCL will ensure that the timely approval is provided				
52.	Form 19	Payment Schedule	The payment schedule is not as per industry standard. Request to changes as per below: 1. Fixed Payment: 70% of TCFP divided equally into PEDM parts, shall be disbursed on post quarterly basis (in case of project extension, the same fixed payment shall continue to be applicable); and 2. Variable Payment: 30% of TCFP (Variable Amount – VA) spread over two phases of construction on reaching of milestones as mentioned below.	Please refer to Addendum & Corrigendum I				
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**Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
[RFP No.: MD/DCL/ICT/RFP/03/2019-20]**

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53.	Request New Clause		<p>No third Party Disclaimer, thus we request following addition:</p> <p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	No change as per RFP														
54.	Request New Clause		<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p>	DCL will ensure that the timely approval is provided														

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
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#	RFP Section	Content in the RFP Requiring Clarification	Clarification Sought	Clarification by DCL
			<p>Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.</p>	
55.	Request New Clause		<p>Limitation of Liability</p> <p>We request to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by Meity. It is also the normal industry practice. DCL may consider including the following language:</p> <p>Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.</p>	Please refer to Addendum & Corrigendum I

**Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
[RFP No.: MD/DCL/ICT/RFP/03/2019-20]**

Diamond Research And Mercantile City Limited

ADDENDUM AND CORRIGENDUM-1

RFP Notification No.: MD/DCL/ICT/RFP/03/2019-20

Changes with respect to RFP Schedule

Please note that with respect to tendering schedules, the following changes have been affected. Bidders are requested to take note of the same and adhere to the dates specified hereunder with regards to Price Bid Submission and Technical Bid Submission:

Particular	Current Dates	Proposed Dates
Last date for downloading of RFP Document	29/08/2019 upto 18:00hrs	17/09/2019 upto 18:00hrs
Financial Proposal/ Volume-II Submission end date & time (On-line)	29/08/2019 upto 18:00hrs	17/09/2019 upto 18:00hrs
Submission in (Hard Copy) of Tenderfee & E.M.D. etc. as mentioned in RFP	From 30/08/2019 to 06/09/2019 up to 16:00hrs to DREAM City Department, Room No.84, Surat Municipal Corporation, Muglisara, Chowk, Surat-395003, Gujarat, India Phone:0261-2422221 by RPAD or Government Speed Post Only	From 18/09/2019 to 24/09/2019 up to 18:00hrs to DREAM City Department, Room No.84, Surat Municipal Corporation, Muglisara, Chowk, Surat-395003, Gujarat, India Phone:0261-2422221 by RPAD or Government Speed Post Only

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
[RFP No.: MD/DCL/ICT/RFP/03/2019-20]

#	RFP Section & Page No	Existing Clause	Amended/New Clause
1.	Section 1 Data Sheet (ref 3.1-a) & Page no. 5	Selection Basis: of Consultant through this RFP is the Quality cum Cost -Based Selection (QCBS) method. The weights given to technical and financial proposals are: Technical = 0.6 Financial = 0.4	Selection Basis: of Consultant through this RFP is the Quality cum Cost -Based Selection (QCBS) method. The weights given to technical and financial proposals are: Technical = 0.7 Financial = 0.3 The above change is to be read across the RFP.
2.	Section 3, 3.18 (a) Award of Contract & Page No. 25	(a) After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the DCL to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the DCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the DCL on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered	(a) After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the DCL to the Successful Applicant and the Successful Applicant shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the DCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the DCL on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered
3.	Clause 3.14 Point A Page 22	Proposal Evaluation - Minimum Qualification Criteria under "Supporting Documents to be Attached" for point No A <ul style="list-style-type: none"> • Applicant shall submit certificate of incorporation • Completion certificates/ Part completion certificates from clients. The certifications must confirm the project attributes (size, fee, duration, etc.) and the scope of work on the projects.. • The self-certification of the applicant is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be. 	Proposal Evaluation - Minimum Qualification Criteria under "Supporting Documents to be Attached" for point No A to be read as below: <ul style="list-style-type: none"> • Applicant shall submit certificate of incorporation • Completion certificates from clients. The certifications must confirm the project attributes (size, fee, duration, etc.) and the scope of work on the projects. • In case project is ongoing, the self-certification of the applicant is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be
4.	3.15	Specific consultancy experience related to the assignment (having consultancy	Specific consultancy experience related to the assignment (having consultancy

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
[RFP No.: MD/DCL/ICT/RFP/03/2019-20]

#	RFP Section & Page No	Existing Clause	Amended/New Clause
	Proposal Evaluation – Technical Evaluation Pg. 23	<p>value of at least 1cr. in each discipline as mentioned below)</p> <p>The emphasis will be on relevance of the projects to the assignment, discipline, size and nature of the projects, i.e., of comparable size, complexity and technical specialty. Describe in detail Applicant’s contribution to past projects which cover the following broad areas:</p> <ul style="list-style-type: none"> • Network & communication- passive optical networking, unified communications, wi-fi, etc. (pts.-5) • Integrated project command centre(pts.-5) • Smart city management solutions – Public safety & security (access control, video surveillance with associated analytics, alarms, etc.); City transportation (motorized/non-motorized, parking, etc.); utilities (metering & monitoring); Cityoperations (People engagement platform, ERP, smart cards, etc.) (pts.-15) <p>The details should cover, project's detailed services offered by applicant, client details, project cost, consultancy fee etc.)</p>	<p>value of at least 1cr. in each discipline as mentioned below)</p> <p>The emphasis will be on relevance of the projects to the assignment, discipline, size and nature of the projects, i.e., of comparable size, complexity and technical specialty. Describe in detail Applicant’s contribution to past projects which cover the following broad areas:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Network & communication- passive optical networking, unified communications, wi-fi, etc. (5 pts)</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts </div> <div style="border: 1px solid black; padding: 5px;"> <p>Integrated project command centre (5 pts)</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts </div> <div style="border: 1px solid black; padding: 5px;"> <p>Smart city management solutions – Public safety & security (access control, video surveillance with associated analytics, alarms, etc.) – 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts </div> <div style="border: 1px solid black; padding: 5px;"> <p>City transportation (motorized/non-motorized, parking, etc.) 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts </div>

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
[RFP No.: MD/DCL/ICT/RFP/03/2019-20]

#	RFP Section & Page No	Existing Clause	Amended/New Clause
			<ul style="list-style-type: none"> • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>Utilities (metering & monitoring) or City operations (People engagement platform, ERP, smart cards, etc.) – 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr Consultancy value – 1 pts • 2 Projects each with 1 Cr consultancy value - 2 pts • 3 Projects each with 1 Cr consultancy value - 3 pts • 4 Projects each with 1 Cr consultancy value - 4 pts • 5 Projects each with 1 Cr consultancy value - 5 pts </div>
5.	Clause 3.15 Page No 24, Point D	ICT consultancy experience in design / planning / implementation / execution / commissioning of any Smart City solution (having minimum capital investment of INR 1 Crore) for a national or international city – 5 pts	<p>ICT consultancy experience in design / planning / implementation / execution / commissioning of any Smart City solution (having minimum capital investment of INR 1 Crore) for a national city– 5 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr of capital investment– 1 pts • 2 Projects each with 1 Cr of capital investment - 2 pts • 3 Projects each with 1 Cr of capital investment - 3 pts • 4 Projects each with 1 Cr of capital investment - 4 pts • 5 Projects each with 1 Cr of capital investment - 5 pts
6.	Clause 3.15 Page No 24, Point E	ICT consultancy experience in design / planning / implementation / execution / commissioning of a Smart City solution (having minimum capital investment of INR 1 Crore) for any international organization or institution. – 5 pts	<p>ICT consultancy experience in design / planning / implementation / execution / commissioning of a Smart City solution (having minimum capital investment of INR 1 Crore) for any international organization or institution. – 3 pts</p> <ul style="list-style-type: none"> • 1 Project with 1 Cr of capital investment– 1 pts • 2 Projects each with 1 Cr of capital investment - 2 pts • 3 Projects each with 1 Cr of capital investment -3 pts
7.	Clause 3.15 Page No	New Criteria	ICT consultancy experience in design / planning / implementation / execution / commissioning of any Smart City solution (having minimum capital investment of INR 1 Crore) for a Gujarat city– 2 pts

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
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<i>The following milestones will be repeated over the two phases of construction</i>																															
3. On getting the written approval / authorization from DCL for works under Design & Development Stage Report	5%																														
4. Upon award of tender for execution of work	5%																														
5. Upon completion of execution stage and receipt of written confirmation on the	5%																														

Selection of ICT Consultant for DREAM City Project at Village-Khajod, Surat, Gujarat
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#	RFP Section & Page No	Existing Clause	Amended/New Clause				
		6. After 90 days from the completion of the execution stage	<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="width: 30%; text-align: center;">5%</td> </tr> <tr> <td>6. After 90 days from the completion of the execution stage</td> <td style="text-align: center;">5%</td> </tr> </table> <p>Note: The above schedule is applicable to Form 19 and Volume-II Financial Proposal as well.</p>		5%	6. After 90 days from the completion of the execution stage	5%
	5%						
6. After 90 days from the completion of the execution stage	5%						
9.		New Clause Added	<p>Limitation of Liability towards DCL</p> <p>The consultant's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The consultant shall be liable to the DCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the consultant and its employees, including loss caused to DCL on account of defect in goods or deficiency in services on the part of consultant or his agents or any person / persons claiming through or under said consultant. However, such liability of consultant shall not exceed the total Project value.</p> <p>This limitation of liability shall not limit the consultant's liability, if any, for damage to Third Parties caused by the consultant or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.</p>				

The bidders are requested to note that all the terms, conditions and specifications other than the as mentioned in this Addenda-Corrigendum shall be treated as final and bidders shall quote their tender accordingly.

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All the points mentioned in the letter/queries received from some of the bidders, which are accepted with or without modifications, are mentioned above. All other points mentioned in such letters shall be considered as not accepted by DREAM City Ltd.

The bidder should submit the tender online on or before dt. 17/092019 up to 18.00 hrs. Documents required to be submitted in hard copy (Tender Fee, EMD, Affidavit only) must be submitted from dt.18/09/2019 to 24/09/2019 up to 18.00 hrs. through R.P.A.D or Govt. SPEED POST Only to DREAM City Department, Room No.84, Surat Municipal Corporation, Muglisara, Chowk, Surat-395003, Gujarat, India Phone 0261-2422221.

Signature of Contractor

**General Manager
(Planning & Administration)
DREAM City Ltd.**