

Consultancy services for preparation of preliminary design report for roads & services/ utilities for Global City, Haryana under DMIC Project

Sl. No	Document Ref.	Description in RFP/Existing Clause	Amendment Sought	Response of DMICDC
1	Cl.2.9.4 Minimum Qualification Criteria	Experience in preparation of DPR (Detailed Project Report)/Preliminary Design Report (PDR) for trunk infrastructure of Industrial/Residential Townships, SEZ's or Urban Infrastructure Projects spread over minimum 5sq.km area with capital costs more than Rs. 200 Crore each on which the construction work has started. Experience of last ten years will only be considered.	As the work is for preparation of preliminary design report for roads & services/utilities, it is requested to consider the projects for which DPRS/PDRs are completed and approved. (Explanation: Sometime even after approval of the DPR, Construction work is put on hold due to various administrative reasons.)	Kindly refer corrigendum-1 in this regard.
2		Experience of engineering design of individual projects such as arterial/ collector/ local roads (typically 12m to 70m widths) or utility services (water supply, sewage disposal, drainage network, including treatment plants) in an urban context with capital costs more than Rs. 100 crore each for Government / Semi Government Agency or private entity during last 10 years.	As the Scope of work given in the ToR shows considerable amount of transportation related work is involved, it is requested to include the experience in preparation of engineering design of Inter State Bus Terminals (ISBTs)/Mass Rapid Transit System(MRTS)/Regional Rapid Transit System (RRTS) in the Sl No 2 of the Qualification	The condition of the RfQ cum RfP remains unchanged.

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			Criteria.	
3.	Pt 2.9.4, (3)	As in the tender: Average annual turnover for last 3 financial years – Rs. 100 crores	Annual turnover is fixed with the purpose of ensuring the entity is financially capable of delivering the project of a given size. In this case, the turnover specified seems to be much in excess of the value of the assignment. We request you to reduce the turnover requirement to bid for the tender.	The condition of the RfQ cum RfP remains unchanged.
4.	Pt. 2.17.2 (2) – Sr Urban Planner / Sr Master Planner	As in the tender: At least 5 out of the 15 years' experience should be international experience	Please clarify the meaning of international experience – would experience of working on overseas projects while being stationed in India be considered international experience?	Experience of working on International Projects will be considered. The condition of the RfQ cum RfP remains unchanged.
5.	2.1.19	Bank Draft of USD 2,000.00 only (USD Two Thousand Only) or INR 1,00,000.00 (Indian Rupees One Lakh only) plus Service Tax	Kindly reduce the amount for Indian Consultants. As per standard practices, it is max. INR 10,000 for this volume of Job	The condition of the RfQ cum RfP remains unchanged.
6.	6.11	Liquidated damages		The condition of the RfQ cum RfP

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		@ 1% of the contract fees for each week of delay or part thereof	Kindly reduce to @0.2-0.5% for each week as per prevailing standard practices.	remains unchanged.
7.	2.17.2.4 & 5	Transportation/Roads Expert and Transportation Planner Min. Years of Professional Exp. 15 Years	Kindly reduce those criteria to 10 Years since he/she is required to have Masters Degree.	The condition of the RfQ cum RfP remains unchanged.
8.	General	Statutory Approvals Various statutory approvals will be required for various utilities.	Kindly clarify whose primary responsibility is to get those approvals.	The responsibility lies with the project consultants for seeking various approvals. The condition of the RfQ cum RfP remains unchanged.
9.	5.5.18.1	Preparation of Tender drawings and documents The documents shall be prepared on EPC basis and/or any other basis as per the directions of the client.	In case of Item-rate contract, if direction comes from Client, does the Scope Include Detail Designing & Preparation of GFC? If it is, the Scope is going to be varied hugely from present understanding. Kindly specify.	The tender documents should be prepared on EPC and/or DB basis. The condition of the RfQ cum RfP remains unchanged.
10.	6.8.1	Payment Terms In Hand Holding Period, 15% of the Fee is payable.	The Hand Holding Period is spread over 36 Months. Kindly clarify the distribution percentage of 15% Fee over this period.	The handholding period is from D+10 till D+36 i.e. 26 months. Kindly also refer Corrigendum-1 in this regard.

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11.	Section 2: clause 2.16, Section 2.16.1, Ref No. 2.7.6,	<u>Proposal Due Date</u>	We request you to kindly provide at least 4 (Four) weeks time from the date of issuance of formal clarifications/ corrigendum/ addendums for submission of bid proposal.	The condition of the RfQ cum RfP remains unchanged.
12.	Section 1		Letter of invitation mentions “The feasibility report and master plan for developing a global city at Garhi-Harasuru in Gurgaon District in Haryana sub region of DMIC of about 1100 acres has already been initiated”. Does that mean the masterplan and landscape design intent is already prepared by other consultant? If yes Is our scope of work is to further develop the design intent already prepared by other consultant. Please clarify.	Master Plan has already been prepared. The RfQ Cum RfP is to appoint a consultant for preparation of preliminary design report and appoint EPC/DB contractor(s). The condition of the RfQ cum RfP remains unchanged.
13.	<u>Project Area</u> - Refer Section 1		Is the Site area/ Project area 1100 acres for this assignment? Please confirm.	The site area is approx. 1100 acres. The condition of the RfQ cum RfP remains unchanged.
14.	Section 2		It is mentioned “The consultant	The master plan has already been

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	sub section 2.1.2		shall carry out the preliminary design and prepare tender documents for selection of contractor and review the contractors detailed design of work in the project area. "where as in section detailed scope of services part A: Detailed layout plan and Landscape plan based on approved master plan sub section 5.5.4.2 mentions upon approval of concept design stage works consultant will proceed with detailed design package" Could you please clarify the scope of work clearly.	prepared and based on the approved master plan, the consultant has to prepare the preliminary design. Based on the approval on the preliminary design concept/preliminary design report, the consultant has to submit the detailed designs. The condition of the RfQ cum RfP remains unchanged.
15.	<u>Key Staff - Section 2.17.2</u>		Please exclude condition for international experience for CVs for the Urban Planner and Urban Design positions and consider acceptance of CVs of Urban	The condition of the RfQ cum RfP remains unchanged.

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			Planners and Urban Designers without international experience.	
16.	<u>Key Staff - Section 2.17.2</u>		<p>Please confirm if overseas CVs/ resources of our parent Group/ Sister company shall be acceptable for Core positions without forming JV/ consortium with our parent Group/ Sister company.</p> <p>We could provide consent letter from our parent/ group/ sister organizations with regard to availability of such overseas resources as per the proposed schedule in our proposal.</p>	<p>The overseas CVs/ resources of parent Group/ Sister company will not be acceptable for Core positions without forming JV/ consortium with parent Group/ Sister company.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
17.	<u>Key Staff - Section 2.17.2</u>		<p>Pl consider exclusion of Position 8 for Financial/ Market expert as Market Demand Assessment is not part of the scope.</p>	<p>The condition of the RfQ cum RfP remains unchanged.</p>
18.	<u>Form 3B format for Pre-Qualification</u>		<p>Please confirm whether Client Award Letter, proof of official</p>	<p>Necessary documentary proofs eg. Copies of the contract agreement along</p>

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	<u>Proposal & Form 3I</u> Format for Technical Proposal		communication from the Client, Invoices, Contract extract or any other such documents will be accepted as supporting evidence for Project experience? Please confirm.	with proof of payments, client certificate etc. have to be submitted.
19.	<u>Form 3B</u> format for Pre-Qualification Proposal & Form 3I Format for Technical Proposal		If the consultant has carried out a project (as a sub consultant) for the Group/ Sister Company, in that event will the certificate issued by the Group/ Sister Company be accepted as evidence towards project experience? Please confirm.	The understanding is correct. The condition of the RfQ cum RfP remains unchanged.
			Will project experience of parent Group/ Sister company be acceptable for evaluation without the Group/ Sister company forming part of the consortium?	The project experience of parent Group/ Sister company will not be acceptable for evaluation without the Group/ Sister company forming part of the consortium. The condition of the RfQ cum RfP remains unchanged.

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20.	<p><u>5.5.3.4 Circulation plan at the level of arterial, sub-arterial and collector street network, including site ingress/egress, vehicular circulation patterns, pedestrian circulation and vehicular parking for each building and residential complex</u></p>		<p>Is building level ingress/egress, parking, pedestrian circulation and circulation for collector roads is required.</p>	<p>It is required. The condition of the RfQ cum RfP remains unchanged.</p>
21.	<p><u>Section-5: Surveys and Investigations</u>, clause 5.5.5.1,</p>		<p>Section 5.5.5.1 suggests that topographical data of the project extents is available with the client. Pl clarify if topographical survey is required to be carried out by the consultant. Please clarify if topographical data shall be</p>	<p>Topographical surveys and/or any other surveys/investigations has to be carried out by the consultant. All the available data with DMICDC will be shared with the selected applicant only.</p>

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			provided by the Client. Please clarify if additional topographical survey is required to be undertaken by the Consultant. Will the Client reimburse the consultant for the topographical survey if undertaken in addition to the proposed fee for the assignment?	
22.	5.5.8.1(k)/ Page No. 79		The Consultant shall also prepare details for at-grade junctions, which may be adopted as alternative to the grade separated structures/ flyovers/ underpass which may be implemented at a later date - Please clarify purpose of this.	The purpose for the captioned clause is to ensure proper connectivity to the project site. The condition of the RfQ cum RfP remains unchanged.
23.	<u>General</u>		Please clarify whether the project area is brown field or green field.	The project area is greenfield. The condition of the RfQ cum RfP remains unchanged.
24.	<u>General</u>		Is connection with external roads	The understanding is correct.

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			at the project boundary part of consultant's scope?	The condition of the RfQ cum RfP remains unchanged.
25.	<u>General</u>		Please provide the drawings showing type of intersections (Roundabout, signalized & non signalized intersection). These will be required for pricing.	The master plan may be reviewed by visiting DMICDC's office. The condition of the RfQ cum RfP remains unchanged.
26.	<u>General</u>		Please provide the drawings in Cad version to estimate the different categories of road lengths and area, needed for price estimate.	The master plan and/or any other reports may be reviewed by visiting DMICDC's office. The condition of the RfQ cum RfP remains unchanged.
27.			This section highlights the scope to evaluate the quality and quantity of underground and surface water sources at the site, please confirm if consultant has to undertake the Hydrological geophysical survey to evaluate the quality and quantity of underground water	The source of raw water for the proposed development shall be NCR channel or any other source identified later, hence the study of ground water quality and quantity shall be done based on Secondary data. The condition of the RfQ cum RfP remains unchanged.

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			sources?	
28.	<u>5.5.10.5</u>		This section highlights the scope to carryout feasibility of the route for transporting raw water from NCR tail end (Chandu Budhera) to the site, however further sections doesn't highlight the scope for preliminary design of Water Treatment Plant for the RAW water from NCR channel. Please confirm if preliminary design of Water Treatment Plant is a part of consultant's scope.	The Preliminary design of off take from NCR or GWC channel/ any other source identified later, its conveyance to proposed site, Storage within site and Water Treatment Plant including treated water storage and pumping are part of scope of the current consultancy works. The condition of the RfQ cum RfP remains unchanged.
29.	<u>Clause 5.5.15.1,</u>		Clause says "Consultant shall plan the allocation for gas corridor and telecom network in the roads cross section in the integrated infrastructure layout" Do we have to prepare CGD pipe network drawing, Please clarify	The understanding is correct. The condition of the RfQ cum RfP remains unchanged.

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30.	<p><u>3D Modelling and Spatial Database</u> <u>Section5: clause 5.5.17,</u></p>		<p>Is there any existing 3D spatial database for infrastructure, network and facilities for project site on any BIM platform maintained by the Client?</p> <p>If yes, is it possible to examine the spatial database prior to the bid submission?</p> <p>What existing/ base spatial database for project site on 3D Spatial Database platform can the Client provide?</p>	<p>The available date is not available in 3D database and the selected consultant has to convert the available date into 3D database.</p> <p>The master plan and/or any other reports may be reviewed by visiting DMICDC's office.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>
31.	<p><u>Interface and co-ordination services between Client and the contractor(s) during the handholding period for Detailed Design.</u></p>		<p>Please elaborate what interface and co-ordination services are expected and to what extent. Please clarify if any Project Management Consultant (PMC) will be appointed for this project. If not, please clarify if this scope interprets that the Consultant is expected to provide the services akin to a PMC.</p>	<p>It is expected that the selected consultant will be responsible for all necessary coordination.</p> <p>The condition of the RfQ cum RfP remains unchanged.</p>

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	<u>Section 5: clause 5.5.20.1</u>			
32.	<u>GIS format for drawing deliverables</u> <u>Section 5: clause 5.6</u>		It is mentioned that all drawing deliverables are also required to be submitted in GIS format. Pl clarify if GIS Land use base map/ Survey and Land record maps/ Boundary maps/ Satellite imagery for the project area shall be provided by the Client in appropriate GIS/ ACAD format/ electronic format. Also, Client is requested to provide Satellite Images (in appropriate resolution) and Digital Elevation Model (DEM) for the project site.	The consultant is requested to visit DMICDC's office and study all available reports. All other data has to be procured by the selected consultant. The condition of the RfQ cum RfP remains unchanged.
33.	<u>General Queries:</u> Market Survey and Demand assessment		There is an existing breakup of the land use classification of the project site that has been mentioned in the RFP. We wanted	The master plan and feasibility report have already been prepared. The consultant is requested to visit DMICDC's office and study all available

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			to confirm if there is any pre-feasibility study done for this land use classification and phasing for the subject project? If yes, can we review the report prior to the bid submission? Please Confirm.	reports. All other data has to be procured by the selected consultant. The condition of the RfQ cum RfP remains unchanged
34.	<u>Limitations of Consultant's Liability</u> <u>Clause 6.5.7 of GCC and SCC</u>		There is no mention of overall cap of the Limitation of Consultant's Liability. In the absence of such an umbrella clause, Limitation of Consultant's Liability would be open to interpretation. It is requested to insert a clause to cap aggregate Limitation of Consultant's Liability whether under the contract, in tort or otherwise to a maximum of 10% of the Financial Fee proposal as an umbrella limitation.	The condition of the RfQ cum RfP remains unchanged
35.	<u>Payment upon</u>		It is requested to amend <u>Clause</u>	The condition of the RfQ cum RfP remains unchanged

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	<p><u>termination</u> <u>Clause 6.4.5 (a) of GCC</u></p>		<p><u>6.4.5 (a) of GCC as follows:</u> “Remuneration pursuant to relevant clauses for Services satisfactorily performed <u>to reasonable satisfaction of Client</u> prior to the effective date of termination’</p>	
36.	<p><u>Conflict of Interest by Consultant, sub-consultants and affiliates</u> <u>Clause 6.5.2.3 of GCC</u></p>		<p>This clause seems to be unenforceable with potential sub-consultants and affiliates. We request you appropriate remove or amend this clause.</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>
37.	<p><u>Approval mechanism for deliverables and payments</u> <u>Clause 6.8.2 of GCC,</u></p>		<p>Please clarify what will be the Approval mechanism? Will a Project Management Consultant (PMC) be appointed for this project? Pl clarify who has the responsibility for obtaining approval on deliverables from the</p>	<p>The responsibility for seeking all necessary approvals lies with the selected consultant. The project SPV has been incorporated between DMIC Trust and State Nodal Agency i.e. HSIIDC. The condition of the RfQ cum RfP remains unchanged</p>

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			<p>Client and/or State/ Nodal Agency/ SPV? Is it the Consultant or the PMC?</p> <p>Has any Local/ State/ Nodal Agency/ SPV been identified or formed? Pl confirm the name of such Local/ State/ Nodal Agency/ SPV.</p>	
38.	<p>Liquidated Damages <u>Clause 6.11 of GCC</u></p>		<p>Client is requested to delete the clause pertaining to Liquidated Damages as any delays in this assignment may not have direct bearing on delays in operational function and resulting losses to the Client.</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>
39.	<p><u>Indemnity</u> <u>Clause 6.13.2 (b) of GCC,</u></p>		<p>It is requested to delete the word 'alleged' from 'alleged negligent' from the sixth line of <u>Clause 6.13.2 (b) of GCC</u>, as it does not provide a fair recourse to the Client to prove</p>	<p>The condition of the RfQ cum RfP remains unchanged</p>

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			any allegation of negligence/ fault against them in order to trigger the indemnity provisions	
40.	<u>General Queries:</u> Project Extents/ Service Level parameters and Change Control Management		Client is requested to clearly 'define and demarcate the project extents/ service level parameters' at the beginning of the project. The Consultant will undertake the design services based on this defined project extents/ service level parameters. Any 'change/ deviation to this project extents/ parameters' will be the subject of 'change control' Considering the nature of consultancy, i.e. prelim design, any change in the project extents/ population projections/ demand projections/ service level parameters has significant impact on the 'already achieved milestone and the subsequent deliverables -	The condition of the RfQ cum RfP remains unchanged

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			which results into rework - and is a huge risk. Therefore to mitigate this risk on either side, we request the Client to introduce 'appropriate clause on Change Control Mechanism' in the contract. Please consider and confirm.	
41.	Clause 6.8.1, SCC, Pg 113	Payment terms for the last two stages are 15% each	Considering that the Preliminary design would have been carried out by the 8th stage, i.e., 'Issuance of EPC/08 tender documents, we request that the last two stages should only be 5% each and the rest of the 20% distributed amongst the earlier payment terms	The condition of the RfQ cum RfP remains unchanged
42.	Various clauses in the ToR section	Available Site Survey and Finalisation of Maps report	Clause 6.10.1.1 on Page 106 RfP mandates that the Consultants will have to re-survey if required. Since Surveys are	Topographical surveys and/or any other surveys/investigations has to be carried out by the consultant. All the available data with DMICDC will be shared with the selected applicant

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			being done prior to the Consultant's appointment, assessing this risk is difficult at this stage. Kindly let us know if fresh topographical surveys are to be conducted for the entire site. If not, this clause should be modified so that the responsibility is transferred to the Agency which did the surveys initially	only. The applicants are also requested to visit the client's office to study all the available reports.
43.	Clause 5.5.8, Point no. (i) ToR section, Pg 79	'Preliminary design of structures like bridges, underpasses, flyovers pedestrian underpasses/ crossings , ROBs, indicating the approximate sections and GAD	We hope that a list of bridges and structures will be provided prior to the Proposal submission stage. Also we hope that these bridges and structures are restricted to those within the site boundary	The applicants are requested to visit the client's office to study all the available reports. Also, the designing of structures has to be undertaken for the project area only.
44.	Clause 5.5.9.2, ToR section, Pg 80	Broad Scope of Services for MRT network mandates Preliminary design of a 6km MRTS system	There is no Pre-qualification requirement mentioned for the same . Kindly clarify	The condition of the RfQ cum RfP remains unchanged
45.	Clause 5.6, ToR	Deliverables and timeframe	only 2 months allocated for	The condition of the RfQ cum RfP

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	section, Pg 91		contractor appointment This period should be increased to 4 months atleast	remains unchanged
46.	Clause 5.6, ToR section, Pg 91 Clause 6.5.8, GCC, Pg 111	PU supposed to be in the name of JV / Association	This will be difficult since the Insurance firms for the JV Organisations may be different. A separate Insurance may have to be made in this case, which is quite difficult to manage for International firms from different countries forming the JV. Hence only Lead firm may be allowed to provide the PU	The condition of the RfQ cum RfP remains unchanged
47.	Clause 6.13.2, GCC, Pg. 107	'Consultant agrees to indemnify and hold harmless the Client.. . whether directly or indirectly... The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise	This is an open ended indemnification with limitless liability on the Consultant. We request that this be limited to the total Fee payable to the Consultant from this Assignment	The condition of the RfQ cum RfP remains unchanged

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48.	General query	Preliminary design of structures	We hope that this assignment does not entail the preliminary design of buildings, for eg., those listed in Clause 5.5.2, ToR section, Po 71.	The understanding is correct. The condition of the RfQ cum RfP remains unchanged
49.	General query	Preliminary design	While this assignment is quite clear in it's larger scope being 'Preliminary design', the ToR at various places refers to 'Design'. Please confirm that detailed design and detailed good-for construction drawings do not form part of this scope	GFC's will be prepared by the selected EPCDB contractor. The condition of the RfQ cum RfP remains unchanged
50.	General query	Scope is limited to Infrastructure components within Site boundary	We hope that the scope does not include design of infrastructure elements outside the site boundary, like access/service roads, power, water, sewerage and drainage facilities outside the site boundary	The consultants should assess the infrastructure requirements outside the boundary which needs to be upgraded so as to ensure implementation of Global City project. The condition of the RfQ cum RfP remains unchanged