

Sub: Global Notice Inviting ‘Request for Proposal’ (RFP) - Appointment of Design Consultant for the “Comprehensive Planning and Designing including preparation and development of Concepts, Master Plan for the campus, preparation of all Preliminary and Working Drawings for various buildings/structures, including preparation of Specifications and Schedule of Quantities for the proposed ‘All India Institute of Medical Sciences’ at Kalyani, West Bengal, India”

Ref. : Notice inviting RFP No. HSCC/3-AIIMS/RFP/2016, Dated 14.07.2016
RFP No. HSCC/3-AIIMS/Kalyani/2016

AMENDMENT NO.1 AND REPLY TO PRE BID QUERIES

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
1.	Page 12, Volume I Definitions	“ Tender Processing Fee ” shall mean the amount to be paid by the Bidders with the Bid as per clause 2.6.4	“ Tender Processing Fee ” shall mean the amount to be paid by the Bidders with the Bid as per clause 2.6.4. “ Tender Processing Fee ” is synonymous with “ Cost of RFP Documents ”
2.	Page 12, Volume I Definitions		For the purpose of Form G (Integrity Pact/Agreement), the words “Contractor”/“Contractors” is synonymous with “Design Consultant”/“Design Consultants”
3.	Page 19-21, Volume-I, Clause 2.2.1	<p>2.2.1 Interested National/foreign may submit their proposal. A. Technical Criteria Having experience ofIndia/Abroad</p> <p>Note:</p> <ul style="list-style-type: none"> • The Qualifying Work(s) should be physically completed at site • The completion certificate.....by the bidder. (Form T-1C) • Bidders shall enclose copies of letters of Award for the works duly certified {clearly mentioning the scope of work handled by the bidder (sole firm/member of the 	<p>2.2.1 Interested National/foreign may submit their proposal. A. Technical Experience Criteria Having experience ofIndia/Abroad</p> <p>Note:</p> <ul style="list-style-type: none"> • The Qualifying Work(s) should be physically completed at site • The completion certificate.....by the bidder. (Form T-1(C)) • Bidders shall enclose copies of letters of Award for the works duly certified {clearly mentioning the scope of work handled by the bidder (sole firm/member of the

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		<p>consortium) . These shall be duly authenticated.</p> <ul style="list-style-type: none"> • The Certifying authority.....authorized to do so. • Scope of similar nature of works for comprehensive architecture and design in above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying • Teaching facility means – Medical Education facility with Undergraduate and/or Post Graduate level (excluding Dental, nursing & Paramedical) • The bidder must have past experience of executing similar nature of work as a single firm or as a member of consortium. In case past experience of the bidder is as a member of a Consortium, the bidder should have been involved in that consortium as the Architect in that past experience • The bidder is required to submit certificate of completion of assignment issued by the respective Client as a proof of meeting the above qualifying criteria. Own Certification of their works by the bidders shall not be considered for prequalification. This certificate should be as per Form T-1C. <p>B.Financial Criteria –</p>	<p>consortium) . These shall be duly authenticated by the Client.</p> <ul style="list-style-type: none"> • The Certifying authority.....authorized to do so. • Scope of similar nature of works for comprehensive architecture and design in all the above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying • For the purpose of above works, the Teaching facility means – Medical Education facility with Undergraduate and/or Post Graduate level (excluding Dental, nursing & Paramedical) • The bidder must have past experience of executing similar nature of work as a single firm or as same consortium. In case past experience of the bidder is as a member of a different Consortium, the bidder should have been involved in that consortium as the Architect in that past experience to be eligible to count such experience against the above Technical Eligibility criterion. • The bidder is required to submit certificate of completion of assignment issued by the respective Client as a proof of meeting the above qualifying criteria. Self Certification of their works by the bidders shall not be considered for prequalification. It is desirable that the certificate is submitted in the format in Form T-1(C). However, a Certificate issued by the client not conforming to the Form T-1(C) may also be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person of the Client Organization duly authorized to issue such a certificate.

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		<p>(i) Bidders.....applicable. (ii) In case of a Consortium.....as applicable.</p> <p>Note:</p> <ul style="list-style-type: none"> Experience and financial turnover of sub consultants resources will not be considered for meeting the Qualifying financial/work experience requirements and criteria <p>Bids are also being invited separately for two more locations along with this bid. Subject to the bidder fulfilling the eligibility criteria, the bidder would be eligible to be considered for one or more locations against which the bidder has submitted bids provided that he has proposed distinct team leaders and team of key resource personnels for each location.</p> <p>CQCCBS..... in the RFP.</p>	<p>B.Financial Criteria – (i) Bidders.....applicable. (ii) In case of a Consortium.....as applicable.</p> <p>Note:</p> <ul style="list-style-type: none"> Experience and financial turnover of sub consultants will not be considered for meeting the Qualifying financial/work experience requirements and criteria <p>Bids are also being invited separately for two more locations along with this bid. Subject to the bidder fulfilling the eligibility criteria, the bidder would be eligible to be considered for one or more locations (against which the bidder has submitted bids) provided that he has proposed distinct team leaders and team of key resource personnels for each location.</p> <p>CQCCBS..... in the RFP.</p> <p>An Architect of the Design Consultant shall be registered with Council of Architecture or shall be a person authorized under Section 37.1 (b) of the Architects Act, 1972.</p> <p>Foreign Bidder shall either have an office in India or shall give an undertaking along with their Bid that they will establish an office in India as a legal entity as per rules and law of Govt. of India before signing the agreement.</p> <p>The experience and financial turnover should be in the name of the Bidder (sole firm or member of consortium). Experience/turnover in the name of Group Company/ Subsidiary/ Sister Concern/ JV/ Holding Company/ Parent Company etc. will not be considered.</p> <p>However, a Bidder can form a consortium with its Group Company/ Subsidiary/ Sister Concern/ JV/ Holding</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
			<p>Company/ Parent Company to claim their credentials in terms of the provisions of the RFP document.</p> <p>Foreign bidder can bid using their own credentials and authorize their legal entity in India to execute the contract for & on their behalf. In such a case, the contractual obligation shall remain with the foreign bidder. A MoU between the foreign bidder and their Indian legal entity authorizing the Indian Legal Entity to sign and execute the contract for and on their behalf shall be required to be submitted by the foreign bidder.</p>
4.	Page 21, Volume-I, Clause 2.4 Heading	2.4 Norms for JV/ Consortium	2.4 Norms for Consortium
5.	Page 24, Volume-I, Clause 2.6.3 (II) (b) (ii)	ii. CV's recently signed and dated by the proposed Key Resource Personnel (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last seven (07) years.	ii. CV's recently signed and dated by the proposed Key Resource Personnel (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last ten (10) years. The CVs shall be signed by the Key Resource Personnel and counter-signed by the authorized signatory of the bidder.
6.	Page 26, Volume-I, Clause 2.6.7	<p>2.6.7 Bid Security</p> <p>i. The Bidder shall furnish, Notice Inviting Bids.</p> <p>ii. The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India. The format of the Bank Guarantee shall be as per Form B..... as per Clause 2.11.</p>	<p>2.6.7 Bid Security</p> <p>i. The Bidder shall furnish, Notice Inviting Bids.</p> <p>ii. The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India or in the form of Demand Draft or Banker's cheque or Fixed Deposit Receipt or Bank Guarantee issued by a Scheduled Commercial Bank issued in favour of "HSCC (India) Limited". The Demand Draft or Banker's Cheque shall be payable at New Delhi/Noida. The format of the Bank Guarantee shall be as per Form B.....</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		 as per Clause 2.11.
7.	Page 29, Volume-I, Clause 2.6.13	<p>2.5.1 Modifications/ Substitution/ Withdrawal of Bids</p> <p>i. The Bidder may modify, substitute, or withdraw HSCC on or before the last date for submission of Bids. No Bidwhatsoever thereafter.</p> <p>ii. The modification, substitution, or withdrawal noticeon or before the last date for submission of Bids in accordance with Clause 2.6.10 and 2.6.11,the time of opening of Bids.</p>	<p>2.5.2 Modifications/ Substitution/ Withdrawal of Bids</p> <p>i. The Bidder may modify, substitute, or withdraw HSCC on or before the last date & time for submission of Bids. No Bidwhatsoever thereafter.</p> <p>ii. The modification, substitution, or withdrawal notice on or before the last date & time for submission of Bids in accordance with Clause 2.6.10 and 2.6.11,the time of opening of Bids.</p>
8.	Page 30, Volume-I, Clause 2.7.2 (ii) (a)	<p>a. is received by the Bid due date as per Clause 1.2 of Notice Inviting Bids including any extension thereof, if any.</p>	<p>a. is received by the Bid due date & time as per Clause 1.2 of Notice Inviting Bids including any extension thereof, if any.</p>
9.	Page 40, Volume-I, Clause 3.6	<p>3.6 Sub-contracting The Design Consultant shall not subcontract whole of the work. The Design Consultant shall not subcontract any part of the work without notifying and obtaining prior approval from HSCC.</p>	<p>3.6 Sub-contracting The Design Consultant shall not subcontract whole of the work. However, the Design Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-contractors/domain specialist/agencies.</p>
10.	Page 40, Volume-I, Clause 3.7	<p>3.7 Proof Checking HSCC shall get the Structural designs & drawings vetted from Indian Institute of Technology/National Institute of Technology as may be approved by HSCC. The vetting may also include making a reference for seeking value engineering besides checking of adequacy of designs. Fee in this regard will be paid directly by HSCC to the agency so engaged</p>	<p>3.7 Proof Checking The Structural designs & drawings shall be got vetted from an Indian Institute of Technology (IIT)/National Institute of Technology(NIT) as may be approved by HSCC. The vetting may also include making a reference for seeking value engineering besides checking of adequacy of designs. Fee in this regard will be paid directly by HSCC to the Institute so engaged.</p>
11	Page 41, Volume-I,	<p>Available Information The following reports form part of the RFP and shall be supplied</p>	<p>Available Information The following indicative reports form part of the RFP and shall</p>

S. No	Clause Ref.	Existing Provision as per RFP				Revised Provision			
	Clause 3.10	<p>to the Design Consultant for assistance in preparation of his Bid.</p> <p>i. Site Survey/Topographical plan ii. Soil investigation report</p> <p>Any other information available with HSCC, which can help the Design Consultant during the Project, shall be shared by HSCC with the Design Consultant at their discretion and at the request of the Design Consultant. Design Consultant may, in case they so desire, get done the survey/soil testing or any other investigation as they may require, at their own costs through their own agencies. Reports of such surveys/testing shall be shared with HSCC.</p>				<p>be supplied to the Design Consultant for assistance in preparation of his Bid.</p> <p>i. Site Survey/Topographical plan ii. Soil investigation report</p> <p>Any other information available with HSCC, which can help the Design Consultant during the Project, shall be shared by HSCC with the Design Consultant at their discretion and at the request of the Design Consultant. However, Design Consultant may get done the survey/soil testing or any other investigation as they may require, at their own costs through their own agencies. Reports of such surveys/testing shall be shared with HSCC.</p>			
12.	Page 46 Volume I Clause 4.2.2 (c) Technical Evaluation Criteria	2	(c) Achievement of having designed Certified Green Building (for any Health-care Architectural work)	5 Marks	<p>5 Marks for achievement of Platinum Rating (as per LEED) OR GRIHA V (as per Indian Standard) in Green Building design</p> <p>3 Marks for achievement of Gold Rating (as per LEED) OR GRIHA IV (as per Indian Standard) in Green Building design</p> <p>1 Mark for achievement of Silver Rating (as per LEED) OR GRIHA III (as per Indian Standard) in Green Building design</p>	2	(c) Achievement of having designed Certified Green Building (for any Health-care Architectural work)	5 Marks	<p>5 Marks for achievement of Platinum Rating (as per LEED); OR GRIHA V (as per Indian Standard); OR “Outstanding” as per BREEAM in Green Building design</p> <p>3 Marks for achievement of Gold Rating (as per LEED); OR GRIHA IV (as per Indian Standard); OR “Excellent” as per BREEAM in Green Building design</p> <p>1 Mark for achievement of Silver Rating (as per LEED); OR GRIHA III (as per Indian Standard); OR “Very Good” as per BREEAM in Green Building design</p>
13.	Page 46 Volume I Clause		ATTRIBUTES	EVALUATION	Marks Awarded		ATTRIBUTES	EVALUATION	Marks Awarded

S. No	Clause Ref.	Existing Provision as per RFP				Revised Provision					
	4.2.2 (d) Technical Evaluation Criteria	2	(d)	Awards for any Health-care Architectural Project work	2 Marks	2 Marks for Award from any of following Recognized Professional bodies – 1) AIA (American Institute of Architect 2) IIA (Indian Institute of Architect) 3) IBC (Indian Buildings Congress) 4) RIBA (Royal Institute of British Architects)	2	(d)	Awards for any Health-care Architectural Project work	2 Marks	2 Marks for Award from any of following Recognized Professional bodies – 1) AIA (American Institute of Architect 2) IIA (Indian Institute of Architect) 3) IBC (Indian Buildings Congress) 4) RIBA (Royal Institute of British Architects) 5) <u>Aga Khan Award in Architecture</u>
14.	Page 47 Volume I Clause 4.2.4(a) Technical Evaluation Criteria			Team leader- Architect (10 Marks)					Team leader- Architect (13 Marks) (Must necessarily be in-house)		
	(i)	Education	4 Marks	2 Marks if Graduate Architect 4 Marks if Post-Graduate Architect			(i)	Education	Max Marks- 3	2 Marks if Graduate in Architecture 3 Marks if Post-Graduate in Architecture	
	(ii)	Experience in Designing of Hospitals as Team leader (Hospital having at least 200 beds only shall be considered)	4 Marks	1 Mark if one hospital is designed 2 Marks if two hospitals are designed 4 Marks if three or more hospitals are designed			(ii)	Experience as Team leader in Designing of Hospitals (Hospital having at least 250 beds shall only be considered)	Max Marks- 8	2 Mark if one hospital is designed 4 Marks if two hospitals are designed 6 Marks if three hospitals are designed	
	(iii)	Overall Experience in field	2 Marks	1 mark for having at least 10years experience							

S. No	Clause Ref.	Existing Provision as per RFP						Revised Provision																																																																																																																					
				of Architecture		2 marks for having 15 years or more experience					8 Marks if four or more hospitals are designed																																																																																																																		
								(iii)	Overall Experience in field of Architecture	Max Marks- 2	1 mark for having at least 15 years but less than 20 years experience 2 marks for having 20 years or more experience																																																																																																																		
15.	Page 47 Volume I Clause 4.2.4(b) Technical Evaluation Criteria	<table border="1"> <thead> <tr> <th data-bbox="439 624 539 703">(b)</th> <th colspan="3" data-bbox="539 624 869 703">Domain Specialist (15 Marks) (Outsourced or In-house)</th> <th data-bbox="869 624 999 703"></th> <th data-bbox="999 624 1128 703"></th> <th data-bbox="1128 624 1211 703"></th> </tr> <tr> <th data-bbox="439 703 539 906"></th> <th data-bbox="539 703 622 906"></th> <th data-bbox="622 703 775 906"></th> <th data-bbox="775 703 869 906"></th> <th data-bbox="869 703 999 906">Post-Graduate or equivalent recognized qualification</th> <th data-bbox="999 703 1128 906">Experience of 10 years or more</th> <th data-bbox="1128 703 1211 906">Total Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="439 906 539 965"></td> <td data-bbox="539 906 622 965">(i)</td> <td data-bbox="622 906 775 965">Structural Engineer</td> <td data-bbox="775 906 869 965">3 Marks</td> <td data-bbox="869 906 999 965">1.5</td> <td data-bbox="999 906 1128 965">1.5</td> <td data-bbox="1128 906 1211 965"></td> </tr> <tr> <td data-bbox="439 965 539 1024"></td> <td data-bbox="539 965 622 1024">(ii)</td> <td data-bbox="622 965 775 1024">MEP Engineers</td> <td data-bbox="775 965 869 1024">3 Marks</td> <td data-bbox="869 965 999 1024">1.5</td> <td data-bbox="999 965 1128 1024">1.5</td> <td data-bbox="1128 965 1211 1024"></td> </tr> <tr> <td data-bbox="439 1024 539 1083"></td> <td data-bbox="539 1024 622 1083">(iii)</td> <td data-bbox="622 1024 775 1083">Quantity Surveyors</td> <td data-bbox="775 1024 869 1083">3 Marks</td> <td data-bbox="869 1024 999 1083">1.5</td> <td data-bbox="999 1024 1128 1083">1.5</td> <td data-bbox="1128 1024 1211 1083"></td> </tr> <tr> <td data-bbox="439 1083 539 1209"></td> <td data-bbox="539 1083 622 1209">(iv)</td> <td data-bbox="622 1083 775 1209">Bio-medical waste disposal Specialist</td> <td data-bbox="775 1083 869 1209">1 Mark</td> <td data-bbox="869 1083 999 1209">0.5</td> <td data-bbox="999 1083 1128 1209">0.5</td> <td data-bbox="1128 1083 1211 1209"></td> </tr> <tr> <td data-bbox="439 1209 539 1294"></td> <td data-bbox="539 1209 622 1294">(v)</td> <td data-bbox="622 1209 775 1294">Medical/ Hospital Consultant</td> <td data-bbox="775 1209 869 1294">1 Mark</td> <td data-bbox="869 1209 999 1294">0.5</td> <td data-bbox="999 1209 1128 1294">0.5</td> <td data-bbox="1128 1209 1211 1294"></td> </tr> <tr> <td data-bbox="439 1294 539 1358"></td> <td data-bbox="539 1294 622 1358">(vi)</td> <td data-bbox="622 1294 775 1358">Lighting Consultant</td> <td data-bbox="775 1294 869 1358">1Mark</td> <td data-bbox="869 1294 999 1358">0.5</td> <td data-bbox="999 1294 1128 1358">0.5</td> <td data-bbox="1128 1294 1211 1358"></td> </tr> </tbody> </table>						(b)	Domain Specialist (15 Marks) (Outsourced or In-house)										Post-Graduate or equivalent recognized qualification	Experience of 10 years or more	Total Marks		(i)	Structural Engineer	3 Marks	1.5	1.5			(ii)	MEP Engineers	3 Marks	1.5	1.5			(iii)	Quantity Surveyors	3 Marks	1.5	1.5			(iv)	Bio-medical waste disposal Specialist	1 Mark	0.5	0.5			(v)	Medical/ Hospital Consultant	1 Mark	0.5	0.5			(vi)	Lighting Consultant	1 Mark	0.5	0.5		<table border="1"> <thead> <tr> <th data-bbox="1238 624 1339 703">(b)</th> <th colspan="3" data-bbox="1339 624 1668 703">Domain Specialist (12 Marks) (Outsourced or In-house)</th> <th data-bbox="1668 624 1798 703"></th> <th data-bbox="1798 624 1928 703"></th> <th data-bbox="1928 624 2011 703"></th> </tr> <tr> <th data-bbox="1238 703 1339 906"></th> <th data-bbox="1339 703 1422 906"></th> <th data-bbox="1422 703 1574 906"></th> <th data-bbox="1574 703 1668 906"></th> <th data-bbox="1668 703 1798 906">Post-Graduate or equivalent recognized qualification</th> <th data-bbox="1798 703 1928 906">Experience of 15 years or more</th> <th data-bbox="1928 703 2011 906">Total Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="1238 906 1339 965"></td> <td data-bbox="1339 906 1422 965">(i)</td> <td data-bbox="1422 906 1574 965">Structural Engineer</td> <td data-bbox="1574 906 1668 965">4 Marks</td> <td data-bbox="1668 906 1798 965">1</td> <td data-bbox="1798 906 1928 965">3</td> <td data-bbox="1928 906 2011 965"></td> </tr> <tr> <td data-bbox="1238 965 1339 1024"></td> <td data-bbox="1339 965 1422 1024">(ii)</td> <td data-bbox="1422 965 1574 1024">MEP Engineers</td> <td data-bbox="1574 965 1668 1024">3 Marks</td> <td data-bbox="1668 965 1798 1024">0</td> <td data-bbox="1798 965 1928 1024">3</td> <td data-bbox="1928 965 2011 1024"></td> </tr> <tr> <td data-bbox="1238 1024 1339 1083"></td> <td data-bbox="1339 1024 1422 1083">(iii)</td> <td data-bbox="1422 1024 1574 1083">Quantity Surveyors</td> <td data-bbox="1574 1024 1668 1083">3 Marks</td> <td data-bbox="1668 1024 1798 1083">0</td> <td data-bbox="1798 1024 1928 1083">3</td> <td data-bbox="1928 1024 2011 1083"></td> </tr> <tr> <td data-bbox="1238 1083 1339 1177"></td> <td data-bbox="1339 1083 1422 1177">(iv)</td> <td data-bbox="1422 1083 1574 1177">Medical/ Hospital Consultant</td> <td data-bbox="1574 1083 1668 1177">1 Mark</td> <td data-bbox="1668 1083 1798 1177">0</td> <td data-bbox="1798 1083 1928 1177">1</td> <td data-bbox="1928 1083 2011 1177"></td> </tr> <tr> <td data-bbox="1238 1177 1339 1236"></td> <td data-bbox="1339 1177 1422 1236">(v)</td> <td data-bbox="1422 1177 1574 1236">Life & Fire Safety Expert</td> <td data-bbox="1574 1177 1668 1236">1 Mark</td> <td data-bbox="1668 1177 1798 1236">0</td> <td data-bbox="1798 1177 1928 1236">1</td> <td data-bbox="1928 1177 2011 1236"></td> </tr> <tr> <td colspan="6" data-bbox="1238 1236 1906 1369"> Note – (1) Proposed professional(s) should possess recognized relevant qualification in the corresponding domain (2) Decision of the technical evaluation committee </td> <td data-bbox="1906 1236 2011 1369"></td> </tr> </tbody> </table>						(b)	Domain Specialist (12 Marks) (Outsourced or In-house)										Post-Graduate or equivalent recognized qualification	Experience of 15 years or more	Total Marks		(i)	Structural Engineer	4 Marks	1	3			(ii)	MEP Engineers	3 Marks	0	3			(iii)	Quantity Surveyors	3 Marks	0	3			(iv)	Medical/ Hospital Consultant	1 Mark	0	1			(v)	Life & Fire Safety Expert	1 Mark	0	1		Note – (1) Proposed professional(s) should possess recognized relevant qualification in the corresponding domain (2) Decision of the technical evaluation committee						
(b)	Domain Specialist (15 Marks) (Outsourced or In-house)																																																																																																																												
				Post-Graduate or equivalent recognized qualification	Experience of 10 years or more	Total Marks																																																																																																																							
	(i)	Structural Engineer	3 Marks	1.5	1.5																																																																																																																								
	(ii)	MEP Engineers	3 Marks	1.5	1.5																																																																																																																								
	(iii)	Quantity Surveyors	3 Marks	1.5	1.5																																																																																																																								
	(iv)	Bio-medical waste disposal Specialist	1 Mark	0.5	0.5																																																																																																																								
	(v)	Medical/ Hospital Consultant	1 Mark	0.5	0.5																																																																																																																								
	(vi)	Lighting Consultant	1 Mark	0.5	0.5																																																																																																																								
(b)	Domain Specialist (12 Marks) (Outsourced or In-house)																																																																																																																												
				Post-Graduate or equivalent recognized qualification	Experience of 15 years or more	Total Marks																																																																																																																							
	(i)	Structural Engineer	4 Marks	1	3																																																																																																																								
	(ii)	MEP Engineers	3 Marks	0	3																																																																																																																								
	(iii)	Quantity Surveyors	3 Marks	0	3																																																																																																																								
	(iv)	Medical/ Hospital Consultant	1 Mark	0	1																																																																																																																								
	(v)	Life & Fire Safety Expert	1 Mark	0	1																																																																																																																								
Note – (1) Proposed professional(s) should possess recognized relevant qualification in the corresponding domain (2) Decision of the technical evaluation committee																																																																																																																													

S. No	Clause Ref.	Existing Provision as per RFP						Revised Provision	
			(vii)	Interior Designer	1 Mark	0.5	0.5		regarding relevance of a qualification for a particular domain will be final.
			(viii)	Landscape Consultant	1 Mark	0.5	0.5		
			(ix)	Life & Fire Safety Expert	1 Mark	0.5	0.5		
		<p>Note – (1) In case of a firm, the evaluation credentials of the owner or deputed team leader for the proposed project would be considered</p> <p>(2) Projected professional should possess recognized relevant qualification in the corresponding domain</p> <p>(3) For Quantity Survey, MRICS will be treated equivalent to PG</p>							
16.	Page 49, Volume-I, Clause 4.2.2	<p>The Technical Bid..... non-responsive:</p> <p>i) Corporate qualification:..... dates etc.</p> <p>ii) Approach and Methodology: Consultancy services.</p> <p>iii) Assignment of Professional Team:..... and experience)</p> <p>CV's recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last seven (07) years.</p>							<p>The Technical Bid..... non-responsive:</p> <p>i) Corporate qualification:..... dates etc.</p> <p>ii) Approach and Methodology: Consultancy services.</p> <p>iii) Assignment of Professional Team:..... and experience)</p> <p>CV's recently signed and dated by the proposed key professional staff (in original) to be made available. Key information should include number of years with the bidder firm, and degree of responsibility held in various assignments during the last ten (10) years. The CVs shall be signed by the Key Resource Personnel and counter-signed by the authorized signatory of the bidder.</p>
17.	Page 49, Volume-I, Clause 4.5	<p>4.5 Bid Evaluation</p> <p>Evaluation of bids.....</p> <p>.....time set for opening the Financial Bids.</p> <p>The Financial Bids shall be opened in the presence of the eligible</p>							<p>4.5 Bid Evaluation</p> <p>Evaluation of bids.....</p> <p>.....time set for opening the Financial Bids.</p> <p>The Financial Bids shall be opened in the presence of the eligible</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		<p>Bidders representatives who choose to attend. The name of the Bidders and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.</p> <p>a. Financial Bid :.....</p> <p>c. accompanying the Bid.</p> <p>d. Bids determined to be substantially responsive will be checked by HSCC for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :</p> <p>i. Where there is discrepancy</p>	<p>Bidders representatives who choose to attend. The name of the Bidders and the offered/quoted prices shall be read aloud and recorded when the Financial Bids are opened.</p> <p>a. Financial Bid :.....</p> <p>c. accompanying the Bid.</p> <p>d. Bids determined to be substantially responsive will be checked by HSCC for any arithmetical errors in computation and summation. Errors will be dealt by HSCC as follows :</p> <p>i. Where there is discrepancy</p>
18.	Page 49, Volume-I, Clause 4.5	<p>..... Final Ranking:</p> <p>Bids shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical Bid=70%; F=the weight given to the financial Bid=30%; T+F = 100) indicated below.</p> $S = S_t \times T + S_f \times F$ <p>In case of a tie, bidder with higher technical score will be considered for award of work</p>	<p>..... Final Ranking:</p> <p>Bids shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical Bid=70%; F=the weight given to the financial Bid=30%; T+F = 100%) indicated below.</p> $S = S_t \times T + S_f \times F$ <p>where T = 0.7 & F = 0.3</p> <p>i.e., $S = S_t \times 0.7 + S_f \times 0.3$</p> <p>In case of a tie, bidder with higher technical score will be</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
			considered for award of work
19.	Page 53, Volume-I, Form A	8. We agree that our design may be used by HSCC at any other site or purpose without any obligation to us.	8. DELETED
20.	Page 74 Volume I Form T-1(B)	<p>Note:</p> <ol style="list-style-type: none"> 1. Bidders are required..... 2.is appropriate 3. Only those projects shall be considered for evaluation for which the letter of award and successfully completion certificate with regard to scope of work awarded & completed from HSCC are enclosed. 4. The Evaluation..... the same. 	<p>Note:</p> <ol style="list-style-type: none"> 1. Bidders are required..... 2.is appropriate 3. Only physically complete projects shall be considered for evaluation for which the letter of award and successful completion certificate issued by the Owner/Client are enclosed. 4. The Evaluation..... the same.
21.	Page 77, Volume-I, Form T-1(E)	<p style="text-align: center;">UNDERTAKING</p> <p><i>(should be provided on nonjudicial stamp paper duly notarized of appropriate value)</i></p> <ol style="list-style-type: none"> 1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. 2. The undersigned also hereby certifies the our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application. 3. The undersigned also hereby confirms M/s _____ have not been blacklisted/debarred by any government agency or public sector undertaking or judicial authority/arbitration body. 4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation. 5. The undersigned understands and agrees that further 	<p style="text-align: center;">UNDERTAKING</p> <p><i>(should be provided on non-judicial stamp paper of Rs. 100 duly notarized)</i></p> <ol style="list-style-type: none"> 1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. 2. The undersigned also hereby confirms that M/s _____ have not been blacklisted/debarred by any State/Central Government/ Agency/Public Sector Undertaking as on the last date of submission of the bids. 3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding the competence and general reputation of the Bidder. 4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of HSCC. <p style="text-align: right;">-----</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		<p>qualifying information may be requested, and agrees to furnish any such information at the request of HSCC.</p> <p>----- Signed by an Authorised Officer of the Bidder</p>	Signed by an Authorised Officer of the Bidder
22.	Page 83, Volume-II, Clause 5.0	5.0 Guarantees and Liabilities	5.0 Standards of Performance
23.	Page 83, Volume-II, Clause 5.1	<p>5.1 General</p> <p>Design Consultant guarantees that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Design Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.</p>	<p>5.1 General</p> <p>The Design Consultant shall render the services in accordance with the Standards for Fitness for Purpose.</p> <p>Design Consultant covenants that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Design Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from Design and Architectural defects and suitable for respective uses intended.</p>
24.	Page 83, Volume-II, Clause 5.2	<p>5.2 Liability of the Design Consultant</p> <p>The Design Consultant shall be liable to HSCC for the performance of design services in accordance with the provision of this Agreement and for loss suffered by HSCC as a result of default of the Design Consultant in such performance.</p>	<p>5.2 Liability of the Design Consultant</p> <p>The Design Consultant shall be liable to HSCC for the Performance of design services in accordance with the provision of this Agreement and for loss suffered by HSCC as a result of default of the Design Consultant in such performance due to his negligence.</p>
25.	Page 85 Clause 11.0	<p>11.0 Variation Clause</p> <p>The work shall be awarded on lump-sum basis. Total</p>	<p>11.0 Variation Clause</p> <p>The work shall be awarded on lump-sum basis. Total tentative</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
	Variation	<p>tentative area for the facilities required to be set up is as listed in Clause 4.1 ,Volum-III of the RFP. This area is indicative. A variation of +/-10% on the tentative area is permissible. In case the area is beyond the permissible variation then the Design Consultant will have to revise the designs to bring the same within the permissible variation while ensuring that all the facilities mentioned in the RFP are created and that they meet the required statutory and functional requirements.</p> <p>There will be no variation in fee nor will anything extra be paid for a design which costs more or which has an acceptable larger area for the facilities required to be completed. In case HSCC asks for additional facilities to be created then payment for same will be made on pro rate basis.</p> <p>HSCC reserves the right to reduce the facilities required to be created and the fee will be adjusted downward on pro rate basis.</p>	<p>area for the facilities required to be set up is as listed in Clause 4.1, Volume-III of the RFP i.e., 225,000 sqm. This area is indicative.A variation of +10% on the Total Indicative area is permissible. In case the area is beyond the permissible variation then the Design Consultant will have to revise the designs to bring the same within the permissible variation while ensuring that all the facilities mentioned in the RFP are created and that they meet the required statutory and functional requirements.</p> <p>Any variation to attain fitness for purpose within the scope of works shall be met by the Consultant without any extra cost. In case HSCC asks for additional facilities to be created then payment for same will be made on pro-rata basisfor the area in excess of the allowable 10% variation over and above the total indicative area.</p> <p>HSCC reserves the right to reduce the facilities required to be created and in such a situation, the fee will be adjusted downward on pro-rata basis.</p>
26.	Page 85 Clause 13.1 Indemnity	13.1 Design Consultant shall hold harmless and indemnify HSCC and its agents, against any claims or liability because of personal injury or death of any employee of Design Consultant and arising out of or in consequence of the performance of this Agreement.	13.1 Without prejudice to any other remedy in the Contract , the Design Consultant shall hold harmless and indemnify HSCC and its agents, against any claims or liability because of personal injury or death of any employee of Design Consultant and arising out of or in consequence of the performance of this Agreement.
27.	Page 87 Clause 18.0	<p>Changes and Additions in Design Consultant’s Scope of Work</p> <p>HSCC shall have the right to request Design Consultant, in writing, to make any changes, modifications, and/or additions to Design Consultant's Scope of Work as defined in the RFP. Design Consultant shall on such written requests carry out the consequential work on account of such</p>	<p>Changes and Additions in Design Consultant’s Scope of Work</p> <p>HSCC shall have the right to request Design Consultant, in writing, to make any changes, modifications, and/or additions to Design Consultant's Scope of Work as defined in the RFP. Design Consultant shall on such written requests carry out the consequential work on account of such changes/modifications</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		changes/modifications or addendums etc. without any additional payment from HSCC.	or addendums etc. without any additional payment from HSCC. However, in case any additional facilities are required to be created beyond the Fitness of Purpose of the facilities and scope of the work as defined in Volume III, then additional fee shall be paid to the Design Consultant on a pro-rata basis for the area in excess of the allowable 10% variation over and above the total indicative area.
28.	Page 92, Volume-II, Clause 27.0	27.0 Independent Audit Design Consultant shall maintain up-to-date records and be responsible and liable for all statutory audits at no extra costs as required under the law.	27.0 Independent Audit Design Consultant shall maintain up-to-date records and be responsible and liable for all technical audits as required under the law. No additional payments would be admissible to the Design Consultant for the same.
29.	Page 93, Volume-II, Clause 29.0	29.0 Assignment and Sub-Contracts 29.1 The Design Consultant shall not, without the written consent, of HSCC assign the benefits from the Agreement other than money. 29.2 The Design Consultant shall not without the written consent of HSCC initiate or terminate any sub-contract for performance of all or part of the Services.	Deleted
30.	Page 95 GCC (Volume II) Clause 34.11	34.11 The Design Consultant shall inform HSCC about the name, professional qualifications and experience of sub-consultants proposed to be engaged by him, if any, and obtain prior written approval of HSCC for such engagement. However, the Design Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared by sub-consultants.	34.11 The Architecture Work cannot be outsourced. However, the Design Consultant may outsource the other works to Domain Specialists. Provided further that the relevant past experience of the individual Lead Domain Specialists proposed to be deployed for this assignment, shall not be less than 15 years in their respective field. However, the Design Consultant shall be responsible for the correctness and accuracy of designs and drawings prepared.

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
			The Design Consultant shall inform HSCC about the name, professional qualifications and experience of Domain Specialists(individuals/agencies) to be engaged by him.
31.	Page 95 GCC (Vol. II) Clause 34.12	34.12 The Design Consultant shall be responsible for technical soundness of the services rendered by him and/or his sub-consultants.	34.12 The Design Consultant shall be responsible for technical soundness of the services rendered by him and/or the domain specialist/agencies engaged by the Design Consultant.
32.	Page 95 GCC (Volume II) Clause 34.13	34.13 It shall be responsibility of the Design Consultant and his sub-consultants to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.	34.13 It shall be responsibility of the Design Consultant and his domain specialists to prepare all design and drawings in accordance with the relevant BIS codes of practice and bye-laws.
33.	Page 96 GCC (Volume II) Clause 34.17	34.17 The Design Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HSCC in defending themselves against such claims.	34.17 Without prejudice to any other remedy available in the Contract, the Design Consultant shall indemnify and keep indemnified the HSCC against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HSCC in defending themselves against such claims.
34	Page 96 GCC (Volume II) Clause 34.18	The detailed estimate for the work prepared by the Design Consultant should be accurate. It is a term of the agreement that on completion of work, the final quantities of work should not deviate more than 10% of the estimate prepared by the Design Consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the Design Consultant in the detailed estimate. If the overall deviation, due to default / wrong estimation of the Design Consultant is more	Deleted

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		than 10% or deviation of any individual item is more than 30%, than the Design Consultant is liable to pay a compensation @ 2% of such deviation (beyond BOQ quantity). The maximum compensation payable on this account will be 10% of the total fee payable to the Design Consultant. The decision of HSCC whether the deviation are due to default of the Design Consultant or due to genuine reason on account of authorized deviation by HSCC shall be final and binding on the Design Consultant.	
35	Page 96 GCC (Volume II) Clause 34.19	The detailed estimate prepared by the Design Consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force HSCC to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the Design Consultant. The decision of HSCC with respect to missing items shall be final and binding on the Design Consultant. The maximum compensation payable on this account will be 10% of the total fee payable to the Design Consultant.	Deleted
36	Page 96 GCC (Volume II) Clause 34.20	34.20 The compensation levied on Design Consultant in different clause mentioned herein above are levied independently.	Deleted
37	Page 99 Volume III Clause 1.g	The Soil Investigation/Topographical survey report will be provided to the bidders. It is for guidance only. Please see clause 3.11 & 3.12 for further details.	The indicative Soil Investigation/Topographical survey report will be provided to the bidders. It is for guidance only. Please see clause 3.10 (Volume I) for further details.
38	Page 100 - 101,	<ul style="list-style-type: none"> • Hospital The Hospital shall comprise the following departments/blocks:	<ul style="list-style-type: none"> • Hospital The Hospital shall comprise the following departments/blocks:

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision																																																									
	Volume-III, Clause 2	<p>a. Specialty Departments - 500 Beds</p> <table border="1" data-bbox="439 288 1205 890"> <tr><td>DEPARTMENTS</td></tr> <tr><td>Surgical & Allied Specialties</td></tr> <tr><td>• General Surgery</td></tr> <tr><td>• Orthopedics</td></tr> <tr><td>• Ophthalmology</td></tr> <tr><td>• Orto-rhino laryngology</td></tr> <tr><td>Medicine & Allied Specialties</td></tr> <tr><td>• General Medicine</td></tr> <tr><td>• Pediatrics</td></tr> <tr><td>• TB & Respiratory Diseases</td></tr> <tr><td>• Dermatology & STD</td></tr> <tr><td>• Genetics</td></tr> <tr><td>• Psychiatry</td></tr> <tr><td>Obstetrics &Gynecology</td></tr> <tr><td>• Obstetrics</td></tr> <tr><td>• Post-partum</td></tr> <tr><td>• Gynecology</td></tr> </table> <p>b. Super SpecialtyDepartments - 300 Beds</p> <table border="1" data-bbox="439 922 1205 1129"> <tr><td>Departments</td></tr> <tr><td>• Cardiology</td></tr> <tr><td>•</td></tr> <tr><td>•</td></tr> <tr><td>• Hematology</td></tr> <tr><td>• Geriatrics</td></tr> </table> <p>C. Other Facilities - 160 Beds</p> <table border="1" data-bbox="439 1161 1205 1305"> <tr><td>• Intensive Care Unit (ICUs) & Critical Care</td></tr> <tr><td>• AYUSH Facilities including Herbal Garden</td></tr> <tr><td>• PMR Department</td></tr> <tr><td>• Organ Retrieval Banking Organisation</td></tr> </table>	DEPARTMENTS	Surgical & Allied Specialties	• General Surgery	• Orthopedics	• Ophthalmology	• Orto-rhino laryngology	Medicine & Allied Specialties	• General Medicine	• Pediatrics	• TB & Respiratory Diseases	• Dermatology & STD	• Genetics	• Psychiatry	Obstetrics &Gynecology	• Obstetrics	• Post-partum	• Gynecology	Departments	• Cardiology	•	•	• Hematology	• Geriatrics	• Intensive Care Unit (ICUs) & Critical Care	• AYUSH Facilities including Herbal Garden	• PMR Department	• Organ Retrieval Banking Organisation	<p>a. Specialty Departments - 500 Beds</p> <table border="1" data-bbox="1238 288 2004 922"> <tr><td>DEPARTMENTS</td></tr> <tr><td>Surgical & Allied Specialties</td></tr> <tr><td>• General Surgery</td></tr> <tr><td>• Orthopedics</td></tr> <tr><td>• Ophthalmology</td></tr> <tr><td>• Oto-rhino laryngology</td></tr> <tr><td>• Dental Surgery</td></tr> <tr><td>Medicine & Allied Specialties</td></tr> <tr><td>• General Medicine</td></tr> <tr><td>• Pediatrics</td></tr> <tr><td>• TB & Respiratory Diseases</td></tr> <tr><td>• Dermatology & STD</td></tr> <tr><td>• Geriatrics</td></tr> <tr><td>• Psychiatry</td></tr> <tr><td>• Obstetrics&Gynecology</td></tr> <tr><td>• Anaesthesia</td></tr> <tr><td>• Radio Diagnosis</td></tr> <tr><td>• Transfusion Medicine</td></tr> </table> <p>b. Super SpecialtyDepartments - 300 Beds</p> <table border="1" data-bbox="1238 954 2004 1161"> <tr><td>Departments</td></tr> <tr><td>• Cardiology</td></tr> <tr><td>•</td></tr> <tr><td>•</td></tr> <tr><td>• Hematology</td></tr> <tr><td>• Rheumatology</td></tr> </table> <p>C. Other Facilities - 160 Beds</p> <table border="1" data-bbox="1238 1193 2004 1401"> <tr><td>• Intensive Care Unit (ICUs) & Critical Care</td></tr> <tr><td>• AYUSH Facilities including Herbal Garden</td></tr> <tr><td>• PMR Department</td></tr> <tr><td>• Organ Retrieval Banking Organisation</td></tr> <tr><td>• Hospital Administration</td></tr> <tr><td>• Reserve Ward (Disaster Ward)</td></tr> </table>	DEPARTMENTS	Surgical & Allied Specialties	• General Surgery	• Orthopedics	• Ophthalmology	• Oto-rhino laryngology	• Dental Surgery	Medicine & Allied Specialties	• General Medicine	• Pediatrics	• TB & Respiratory Diseases	• Dermatology & STD	• Geriatrics	• Psychiatry	• Obstetrics&Gynecology	• Anaesthesia	• Radio Diagnosis	• Transfusion Medicine	Departments	• Cardiology	•	•	• Hematology	• Rheumatology	• Intensive Care Unit (ICUs) & Critical Care	• AYUSH Facilities including Herbal Garden	• PMR Department	• Organ Retrieval Banking Organisation	• Hospital Administration	• Reserve Ward (Disaster Ward)
DEPARTMENTS																																																												
Surgical & Allied Specialties																																																												
• General Surgery																																																												
• Orthopedics																																																												
• Ophthalmology																																																												
• Orto-rhino laryngology																																																												
Medicine & Allied Specialties																																																												
• General Medicine																																																												
• Pediatrics																																																												
• TB & Respiratory Diseases																																																												
• Dermatology & STD																																																												
• Genetics																																																												
• Psychiatry																																																												
Obstetrics &Gynecology																																																												
• Obstetrics																																																												
• Post-partum																																																												
• Gynecology																																																												
Departments																																																												
• Cardiology																																																												
•																																																												
•																																																												
• Hematology																																																												
• Geriatrics																																																												
• Intensive Care Unit (ICUs) & Critical Care																																																												
• AYUSH Facilities including Herbal Garden																																																												
• PMR Department																																																												
• Organ Retrieval Banking Organisation																																																												
DEPARTMENTS																																																												
Surgical & Allied Specialties																																																												
• General Surgery																																																												
• Orthopedics																																																												
• Ophthalmology																																																												
• Oto-rhino laryngology																																																												
• Dental Surgery																																																												
Medicine & Allied Specialties																																																												
• General Medicine																																																												
• Pediatrics																																																												
• TB & Respiratory Diseases																																																												
• Dermatology & STD																																																												
• Geriatrics																																																												
• Psychiatry																																																												
• Obstetrics&Gynecology																																																												
• Anaesthesia																																																												
• Radio Diagnosis																																																												
• Transfusion Medicine																																																												
Departments																																																												
• Cardiology																																																												
•																																																												
•																																																												
• Hematology																																																												
• Rheumatology																																																												
• Intensive Care Unit (ICUs) & Critical Care																																																												
• AYUSH Facilities including Herbal Garden																																																												
• PMR Department																																																												
• Organ Retrieval Banking Organisation																																																												
• Hospital Administration																																																												
• Reserve Ward (Disaster Ward)																																																												

S. No	Clause Ref.	Existing Provision as per RFP					Revised Provision				
39	Page 103, Volume-III, Clause 4.1	4.1 A land parcel ofguidance only: - Hospital with basement including its Services is 1,31,00 sqm - Institutional, Teaching and related facilities is 41,000 sqm - Residential is 53,000 sqm					4.1 A land parcel of guidance only: - Hospital with basement including its Services is 1,31,000 sqm - Institutional, Teaching and related facilities is 41,000 sqm - Residential is 53,000 sqm Total Indicative Area : 225,000 sqm				
40	Page 110, Volume-III, Clause 6.3.8	Prepare and submit Good For Construction Drawings duly vetted by IIT/NIT.					Prepare and submit Good For Construction Drawings . The Structural Designs & Drawings should be vetted by IIT/NIT.				
41	Page 110, Volume-III, Clause 6.6.2	Submit 4 sets of the ‘as built’ drawings, along with a soft copy, after completion of works.					Review the ‘as built’ drawings prepared by the Contractor , along with a soft copy, after completion of works and submit the same to HSCC .				
42	Page 111, Volume-III, Clause 7.0	<p>TIME AND PAYMENT SCHEDULE</p> <p>The total period of completion for this architectural assignment shall be 12 months, which includes 2 months for getting statutory approvals/clearances from the concerned local authorities. For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the design consultant.</p> <p>Note – All the stage payments as below shall be done after acceptance of deliverables.</p>					<p>TIME AND PAYMENT SCHEDULE</p> <p>The total period of completion for this Design & Architectural assignment shall be 12 months. These timelines exclude the duration required for approval after submission of the final corrected designs/drawings to the concerned authorities. For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the design consultant.</p> <p>Note – All the stage payments as below shall be done after approval of deliverables by HSCC.</p>				
		Key Deliverables	Activity	Payment Activity wise	Stage Wise Payment	Time Period	Key Deliverables	Activity	Payment Activity wise	Stage Wise Payment	Time Period
		KD 1 Master plan & Concept Design	6.1.1& 6.1.2	2%	10%	Z+ 2 months	KD 1 Master plan & Concept Design	6.1.1 & 6.1.2	2%	10%	Z+ 2 months
			6.1.3	4%				6.1.3	4%		
			6.1.4	2%				6.1.4	2%		
			6.1.5	2%				6.1.5	2%		
		KD 2	6.2.1 to 6.2.5	8%	12%	Z+6month	KD 2	6.2.1 to 6.2.5	15%	25%	Z+6months

S. No	Clause Ref.	Existing Provision as per RFP					Revised Provision				
		Detailed Design & Drawings	6.26	4%		s	Detailed Design & Drawings	6.2.6	10%		
		KD 3 Tender Documents Working & GFC Drawings	6.3.1 to 6.3.6	20%	30%	Z+12 months	KD 3 Tender Documents Working & GFC Drawings	6.3.1 to 6.3.6	20%	30%	Z+12 months
			6.3.7 & 6.3.8	10%				6.3.7 & 6.3.8	10%		
		KD4 Appointment of Contractors as per progress of work at site.	6.4.1	8%	8%		KD4 Appointment of Contractors as per progress of work at site.	6.4.1	5%	5%	
		KD5 As per financial progress of Construction work at site.	On completion of 20% of the work	5%	35%		KD5 As per financial progress of Construction work at site.	On completion of 20% of the work	4%	25%	
			On completion of 40% of the work	5%				On completion of 40% of the work	4%		
			On completion of 60% of the work	5%				On completion of 60% of the work	4%		
			On completion of 80% of the work	8%				On completion of 80% of the work	4%		
			On completion of work	10%				On completion of work	7%		
			on issue of virtual completion certificate	2%				on issue of virtual completion certificate	2%		
			KD6 Completion of	6.6.1				2%	5%		
		6.6.2		1%	6.6.2	1%					

S. No	Clause Ref.	Existing Provision as per RFP					Revised Provision				
		all contractual obligation	6.6.3	2%			all contractual obligation	6.6.3	2%		
		<p>Note:</p> <p>(i) Z = Date of Letter of Award</p> <p>(ii) The size and scale</p> <p>.....</p> <ul style="list-style-type: none"> - Institute 25% - Residence 15% - External & Misc works 15% - Special Medical services 2% - Landscape 3% 					<p>Note:</p> <p>(i) Z = Date of Letter of Award</p> <p>(ii) The size and scale</p> <p>.....</p> <ul style="list-style-type: none"> - Institute 25% - Residential 15% - External & Misc works 15% - Special Medical services 2% - Landscape 3% 				
43	Page 12 – Definitions	<p>“Project” shall mean setting up of AIIMS including its commissioning and stabilization with Comprehensive Planning and Designing of the Proposed AIIMS including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary and Working Architectural, Interior & Structural Drawings for all the buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work</p>					<p>“Project” shall mean creation of Physical Infrastructure of the Institute in line with the Scope of work of Design Consultant</p>				
44	Page 81, Definitions, Volume II						<p>1.17“Design” means Comprehensive Planning and Designing of the Proposed AIIMS including but not limited to the Preparation and Development of Master plan, Concept Designs, Preliminary</p>				

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
	(New Provision)		and Working Architectural, Interior & Structural Drawings for all the buildings, including preparation of Specifications and Detailed Estimates, Preliminary and Working Drawings for the services like HVAC, Electrical, Plumbing, Fire Fighting, Gases Manifold System, CSSD, IT, landscaping, roads & paths, traffic movement, parking & Furniture along with cost estimates, drawings and specifications etc. including space planning, infrastructure planning and services planning for Kitchen, Laundry, OTs & Medical Equipment, as per detailed scope of work
45	Page 10, Disclaimer	HSCC (I) LTD has prepared this ‘Request for Proposal’ (RFP) document as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project. The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.	Though HSCC (I) Ltd. has prepared this ‘Request for Proposal’ (RFP) document as Executing Agency of Ministry of Health & Family Welfare, Government of India for this project, it is the Principal Employer for all the purposes of this RFP. The purpose of this RFP is to provide interested parties with information to assist in preparation of their bid.
46	Page 122, Clause 8.6.5	8.6.5 IT SERVICES <ul style="list-style-type: none"> ○ Prepare an Information System strategy plan carrying the IT needs of the Institute. Prepare System requirement specifications document including up-gradation/expandability strategies for the future. Carry out the basic and detailed design specifications of the application of IT/computerization system/network related to scope, system architecture, and application system. The scope of the services includes but not limited to the following: ○ IT services shall include HMIS (Hospital Management and Information System) for Hospital including Data Centre, Computer Hardware & Software requirement for implementation of HMIS. System has to be designed in such a manner that it is possible to integrate all records/information within the campus and also allow for controlled access to a pan India data base ○ PACS (Picture Archival and Communication System) 	8.6.5 IT SERVICES <ul style="list-style-type: none"> ○ The design plan should include plan for the development of Campus Wide Computer Network Infrastructure – LAN and Wi-Fi System for Network and Internet facility in the campus (Cable based and Wireless Network both). Cable based Network is also to be used for the HMIS and PACS.

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
		<p>for the Hospital and integration with HMIS.</p> <ul style="list-style-type: none"> ○ Development of Computer Network Infrastructure – LAN and Wi-Fi System for Network and Internet facility in the campus (Cable based and Wireless Network both). Cable based Network is also to be used for the HMIS and PACS. ○ Queue/Token Management System for OPD and Doctor’s room and other investigative services etc. ○ Library Management System / Automation ○ Education Management System ○ Telemedicine 	
47	Page 125, Clause 8.7	<ul style="list-style-type: none"> ● Notwithstanding anything..... ● ● technical committees/statutory authorities <ul style="list-style-type: none"> - Design Consultant shall also provide assistance to HSCC /its representative / contractors in the following <ul style="list-style-type: none"> ○ Getting the electrical load sanctioned and electrical connection to be done at the site ○ Other statutory approval like explosive approval for HSD storage etc ○ Approval from electrical inspector ○ Lift license ○ Any other approval/license required for proper working of the hospital 	<ul style="list-style-type: none"> ● Notwithstanding anything..... ● ● technical committees/statutory authorities <ul style="list-style-type: none"> - Design Consultant shall also provide assistance to HSCC /its representative in the following <ul style="list-style-type: none"> ○ Getting the electrical load sanctioned and electrical connection to be done at the site ○ Other statutory approval like explosive approval for HSD storage etc ○ Approval from electrical inspector ○ Lift license ○ Any other approval/license required for achieving fitness for purpose.
48	Page 94, Clause 32.1 (a)	<p>a) Except as HSCC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Design Consultant, it becomes necessary to replace any of the Key Personnel, the Design Consultant shall provide as a replacement a person of equivalent or better qualifications.</p>	<p>a) Except as HSCC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Design Consultant, it becomes necessary to replace any of the Key Personnel, the Design Consultant shall provide as a replacement a person of equivalent or better qualifications and</p>

S. No	Clause Ref.	Existing Provision as per RFP	Revised Provision
			experience.

Form T-1(D) on Page 76 of Volume I has been amended. The revised Form T-1(D) is enclosed as **Annexure I**.

Form T-2 on Page 78 of Volume I has been amended. The revised Form T-2 is enclosed as **Annexure II**.

For the convenience of the bidders, the Technical Evaluation Criteria (Clause 4.2 Volume I Page 45) incorporating all amendments is enclosed at **Annexure III**.

Replies to pre-bid queries are enclosed as Annexure IV.

The last Date of submission of bids is hereby extended upto 1500hrs (IST) on 27th September, 2016.

All other terms and conditions remain unchanged. All the bidders should submit a copy of this Amendment along with the reply to the pre-bid queries duly stamped and signed with Technical Package Part I of their bid.

Prospective applicants are advised to regularly scan through HSCC website <http://www.hsccltd.co.in> and CPP portal <http://www.eprocure.gov.in> as corrigendum/amendments etc., if any will be notified on these websites only and separate advertisement will not be made for this.

Chief General Manager
HSCC (India) Limited
E-6(A), Sector-1, NOIDA (UP)-201301 INDIA

FORM – –T-1(D)
Financial Capacity of the Bidder

(Rs. In lacs)/ US dollars

Financial Year {Details to be provided for immediately preceding 3 years }	Financial turn over from consultancy assignments/professional fee of bidder (single / consortium)	
	Member 1	Member 2
FY _____		
FY _____		
FY _____		
Average Annual Turnover over the past three years		

Financial Year {Details to be provided for immediately preceding 5 years }	Net Profit after Tax, Interest and Depreciation of bidder (single/ consortium)	
	Member 1	Member 2
FY _____		
FY _____		
FY _____		
FY _____		
FY _____		

Certificate from the Statutory Auditors

This is to certify that(name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder. In such case, the bidder should mandatorily include supportive proof in the form of relevant extracts of the certified/audited balance sheet(s), Income Tax Returns, etc.

Notwithstanding anything stated above or elsewhere in the document, HSCC reserves the right to seek any supplementary information from the bidder in support of the data mentioned in the Forms submitted by the bidders with their bids.

This information will have to be furnished by each member of a consortium individually

FORM T-2

QUALIFICATIONS OF THE TEAM LEADER / TEAM MEMBERS / KEY RESOURCEPERSONNEL

Name of the Staff		
Designation		
Name of the firm presently employed		
Years with the firm		
Proposed position		
Details of task to be assigned		
Key Qualifications (Give an outline of staff member's experience & training most pertinent to tasks on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations)		
Education (Summarize college/university and other specialized education of staff member, giving names of institutions dates admitted, degrees obtained etc.)		
Employer Name –		
Project Name & Location		Duration
Client Name	From	To
Brief description of work(to include all critical tasks carried out in the assignment)		
Employer Name –		
Project Name & Location		Duration
Client Name	From	To
Brief description of work(to include all critical tasks carried out in the assignment)		

Note: Use separate sheet for each client/Employer

(To be signed by the staff and counter-signed by authorized signatory of the bidder)

Name:

Designation:

4.2 Technical Evaluation Criteria (Maximum marks100)

ATTRIBUTES		EVALUATION				Marks Awarded	
1. Financial Capability (15 Marks)							
(a)	Profit-Loss in last 5 Financial Years	Max. marks - 6		Bidder (Single Firm)	Bidder (consortium of two firms)		
					Firm 1	Firm 2	
			loss incurred in more than 2 years	0	0	0	
			loss incurred in any 2 years only	2	1	1	
	loss incurred in any 1 year only	4	2	2			
			no loss incurred	6	3	3	
Note – <i>Profit after Tax, Depreciation and Interest shall be considered for this purpose</i>							
(b)	Average Turnover in last 3 Financial Years, T_{AV}	Max. Marks-9	6 Marks if - Rs. 5 cr $\leq T_{AV}$ < Rs. 10 cr				
			7 Marks if - Rs. 10 cr $\leq T_{AV}$ < Rs. 20 cr				
			8 Marks if - Rs. 20 cr $\leq T_{AV}$ < Rs. 50 cr				
			9 Marks if - $T_{AV} \geq$ Rs. 50 cr .				
Note – 1) For the purpose of this marking in case of a consortium, T_{AV} of both the members shall be added 2) This Turnover should be from Consultancy Fee only.							
2. Past Experience of Bidder (25 Marks)							
(a)	Past experience of Similar Works	Max Marks- 15	5 Marks if meets the Minimum Eligibility criteria				
			10 Marks if meets twice the Minimum Eligibility criteria				
			15 Marks if meets thrice the Minimum Eligibility criteria or more				
	Note - 1) After meeting the Minimum Eligibility criteria or twice the Minimum Eligibility criterion, additional 2.5 Marks shall be awarded if bidder additionally meets half the Minimum Eligibility criteria i.e. 7.5 Marks or 12.5 Marks are also possible as per this consideration 2) Half the Minimum Eligibility criteria means (a) one 250 bedded hospital with teaching facility OR (b) one 400 bedded hospital						

ATTRIBUTES		EVALUATION		Marks Awarded
	<p><i>Illustration of Note 2) -</i></p> <ul style="list-style-type: none"> - If a bidder has done one 500 bed hospital with Teaching facility, then he clears the minimum eligibility criteria and gets 5 marks. Further if he has done one more hospital with '250 beds with Teaching facility' or one more 'hospital of 400 beds', then he gets 2.5 marks more i.e. his total marks will be 7.5 - If a bidder has done 750 bedded hospital, then he clears minimum eligibility and gets 5 marks. Further if he has done one more hospital with '250 beds with Teaching facility' or one more 'hospital of 400 beds', he gets another 2.5 marks. i.e. his total marks become 7.5 			
(b)	In-house capabilities in field of MEP Engineering, Structural designing, Quantity Surveying	Max. Marks- 3	1 Mark for In-house MEP design (at least one specialist with Graduate degree in relevant domain field and minimum 10 years' experience)	
			1 Mark for In-house Structure Design (at least one specialist with Graduate degree in relevant domain field and minimum 10 years' experience)	
			1 Mark for In-house Quantity Surveying (at least one specialist with Graduate degree in relevant domain field and minimum 10 years' experience or Diploma holder with minimum 15 years' experience)	
	<i>Note – In house capability means the bidder is having in-house domain specialist on his roll to examine the details of relevant domain , coordinate it and incorporate in Design & drawings</i>			
(c)	Achievement of having designed Certified Green Building (for any Health-care Architectural work)	Max. Marks-5	5 Marks for achievement of Platinum Rating (as per LEED); OR GRIHA V (as per Indian Standard); OR “Outstanding” as per BREEAM in Green Building design	
			3 Marks for achievement of Gold Rating (as per LEED); OR GRIHA IV (as per Indian Standard); OR “Excellent” as per BREEAM in Green Building design	
			1 Mark for achievement of Silver Rating (as per LEED); OR GRIHA III (as per Indian Standard); OR “Very Good” as per BREEAM in Green Building design	
<i>Note – Only best achieved rating in healthcare architectural work shall be considered for evaluation</i>				
(d)	Awards for any Health-care Architectural Project work	2 Marks	2 Marks for Award from any of following Recognized Professional bodies –	
			<ol style="list-style-type: none"> 1) AIA (American Institute of Architect 2) IIA (Indian Institute of Architect) 3) IBC (Indian Buildings Congress) 4) RIBA (Royal Institute of British Architects) 5) Aga Khan Award in Architecture 	

	ATTRIBUTES		EVALUATION		Marks Awarded
3.	Methodology (including work plan and Deployment) & Understanding of TOR (35 Marks)				
	<p>Note – This would be based upon presentation to be made by bidder bringing out the following but not limited to: –</p> <ol style="list-style-type: none"> 1) Demonstration of competence based on previous project / projects 2) Proposed Approach and methodology for designing & integration of Teaching , Research and Healthcare facilities for this project 3) Design approach and work plan for creation of state of the art facility and advances in healthcare architecture for this project 4) Designing of a sustainable large campus <p>NOTE – Bidders are required to submit one soft copy and six hard, coloured, copies of this submission at the time of presentation for the purpose of record and review.</p>				
4.	Suitability of the Key Resource Personnel proposed to be deployed for the assignment (25 Marks)				
(a)	Team leader- Architect (13 Marks) (Must necessarily be in-house)				
	(i)	Education	Max Marks- 3	2 Marks if Graduate in Architecture 3 Marks if Post-Graduate in Architecture	
	(ii)	Experience as Team leader in Designing of Hospitals (Hospital having at least 250 beds shall only be considered)	Max Marks- 8	2 Mark if one hospital is designed	
				4 Marks if two hospitals are designed	
				6 Marks if three hospitals are designed	
				8 Marks if four or more hospitals are designed	
	(iii)	Overall Experience in field of Architecture	Max Marks- 2	1 mark for having at least 15 years but less than 20 years experience	
				2 marks for having 20 years or more experience	
	Domain Specialist (12 Marks) (Outsourced or In-house)				
	(b)			Post-Graduate or equivalent recognized qualification	Experience of 15 years or more
(i)		Structural Engineer	4 Marks	1	3
(ii)		MEP Engineers	3 Marks	0	3
(iii)		Quantity Surveyors	3 Marks	0	3
(iv)		Medical/ Hospital Consultant	1 Mark	0	1

ATTRIBUTES				EVALUATION		Marks Awarded
	(v)	Life & Fire Safety Expert	1 Mark	0	1	
<p>Note –</p> <p>(1) Proposed professional(s) should possess recognized relevant qualification in the corresponding domain</p> <p>(2) Decision of the technical evaluation committee regarding relevance of a qualification for a particular domain will be final.</p>						
Out of 100						<i>Final Marks Awarded</i>

ANNEXURE IV

No. HSCC/3-AIIMS/RFP/2016

Dated 06.09.2016

Sub: Global Notice Inviting 'Request for Proposal' (RFP) - Appointment of Design Consultant for the comprehensive planning and designing of the proposed All India Institute of Medical Sciences (AIIMS) at (i) Guntur-Andhra Pradesh, (ii) Kalyani-West Bengal & (iii) Nagpur-Maharashtra

Ref. : Notice inviting RFP no. HSCC/3-AIIMS/RFP/2016, Dated 14.07.2016

A pre-bid conference for the Request for Proposal for the Appointment of Design Consultant for the Comprehensive Planning and Designing of the proposed All India Institute of Medical Sciences (AIIMS) at (i) Guntur-Andhra Pradesh, (ii) Nagpur-Maharashtra & (iii) Kalyani-West Bengal was held at HSCC Corporate Office, E-6(A), Sector 1, Noida – UP – 201301 at 1100hrs on July 29th, 2016.

The replies to the queries raised by the prospective bidders are given below:

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
Bidder No.1				
1	Page 19 - 2.2.1 A	Single Contract	It is very normal for large private projects to have a separate contract for master planning and separate for detailed architecture.	No Change. RFP Conditions prevail.
2	Page 20 - 2,2.1A	is it mandatory that bidder should have done all 4 services	Private clients get into separate contracts with each specialist consultant to save on fees but as lead consultants , we coordinate each specialist consultant's work. Hence if Client has given us a certificate that we were architects and lead consultants, it should be proof enough that lead	The work is for Comprehensive Design and Architecture. Hence no change. The RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			consultant holds the capability to offer comprehensive architecture services if so asked by the client.	
3	Page 39 Fee	No extra cost shall be admissible for any modification / changes due to site or HSCC requirement.	Consultant should be paid a variation / extra fees for modifications made by HSCC or due to site.	Any variation to attain Fitness for Purpose shall be met by the Consultant at their own cost.
4	Page 45, 4.2	Past experience of bidder for similar project	Five star Hotels are equally complicated as hospitals . In order to allow for more competition. Hotel projects of built up area more than 75,000 Sqmt could be treated as equivalent of 750 bed hospital.	No change. RFP Conditions prevail.
5	Page 46, (b)	In house capabilities structure, MEP and quantity surveyor	It has been our experience that In house expertise does not guarantee most capable specialist. However to show long term relationship with Sub consultants HSCC may ask for substantial fees transaction between architect and Sub consultants proposed in the past 3 years to prove history and presence of a running healthy and strong business relationship and working.	No change. RFP Conditions prevail.
	Page 46, (c)	Griha (Health Care Specific)	Should be allowed for buildings like higher educational institution and corporate offices.	No change. RFP Conditions prevail.
	Page 46, (d)	Awards	This is a very debatable point. Either allow all awards or none. IIA and IBC awards are highly debatable. In fact biggest award for architecture is "Aga Khan Award" which is very commonly	Aga Khan Award in Architecture has been added in the awards eligible for obtaining Marks as per Clause 4.2.2.(d) of Volume I. Please refer to Amendment No.1.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			called Oscar of Architecture.	
6	Page 47, 4.a.(iii)	Over All Experience in Architecture field.	For similar project Five Star Hotel should also be considered.	No change. RFP Conditions prevail.
7	Page 48, 4 b.(v)	Marks to Medical Consultants	Medical Planner - is the most important domain specialist - should be allocated more marks as per experience.	No change. RFP Conditions prevail.
8	Page 1106.3.8	GFC drawings need to be vetted by IIT/NIT	Normal practice of vetting is for Structure drawings only, If we follow this route for all discipline, this process of approval would delay the construction.	The Structural Designs and Drawings are to be got proof checked/vetted from an Indian Institute of Technology (IIT) or a National Institute of Technology (NIT) approved by HSCC. Please also refer to amendment no.1 for the revised provisions pertaining to Clause 6.3.8. The drawings of all other disciplines shall be reviewed by HSCC.
9	Page 39,	Deliverables and Time Line	12 Month delivery schedule is described in the RFP for Architecture consultancy work, it will be very difficult for consultants to manage / support cash flow situation. Ideally consultants should receive at least 85% to 90% fee at this stage since working stage would be completed as far as consultants related works are concern.	The payment schedule stands amended. For details, please refer to Amendment No. 1.
Bidder No.2				
1	Page no. 19 Point NO. 2.2.1 A Technical Criteria	The Qualifying Work(s) should be physically completed at site.	If the hospital is designed for 1200 beds and 500 or more bedded hospital is operational, whether it will be considered in qualifying work. Kindly	The works should be Physically completed as per the scope of the work/Contract/Agreement of the

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			clarify.	Consultant.
2	Page no. 21 Note	Bids are also being invited separately for two more locations along with this bid. Subject to the bidder fulfilling the eligibility criteria, the bidder would be eligible to be considered for one or more locations against which the bidder has submitted bids provided that he has proposed distinct team leaders and team of key resource personnels for each location.	We request that same team may be proposed for all three locations at the time of technical submission and on award of work separate team can be formed as per the locations awarded.	Distinct team of Key Resource Personnel should be proposed for each location as the evaluation shall be based on the team proposed. After opening, if it is found that the bidder has submitted a bid proposing the names of the same team members for more than one work/location, then only the bid opened first shall be considered and the subsequent bids shall be summarily rejected.
3	Page no 04 & 56	Bid Security Value & the draft of Bank guarantee for Bid Security	We wish to request that the Bid security amount is very high and be reduced to Rs. 5.00 lacs for each location. We also request that the Bid security may be accepted in the form of demand draft or FDR also. This is as per general tendering practices.	No change in the amount of Bid Security. Bid Security in shape of demand draft of a scheduled bank issued in favour of "HSCC (India) Limited" Payable at New Delhi/Noida or fixed deposit receipt or Banker's cheque or Bank Guarantee in favour of "HSCC (India) Limited" is acceptable. Please refer to Amendment No.1.
4	Page no 04	Last date of submission	We request you to kindly extend the date of submission by at least 15 days	The Last date of submission of bids is extended upto 15.00 hrs on 27.09.2016. Please refer to Amendment No.1.
Bidder No.3				
1	Page 45 Clause 4.2 Technical Evaluation	1. Financial Capability (15 marks) (b) Average turnover in last 3 Financial		No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP		Query / Request / Suggestion		Clarification
	Criteria (maximum marks 100)	Years, Tav 9 marks 6 Marks if – Rs.5 cr ≤ Tav < Rs.10 cr 7 Marks if – Rs.10 cr ≤ Tav < Rs.20 cr 8 Marks if – Rs.20 cr ≤ Tav < Rs.50 cr 9 Marks if – Tav ≥ 50 cr.		6 Marks if – Rs.5 cr ≤ Tav < Rs.10 cr 7 Marks if – Rs.10 cr ≤ Tav < Rs.20 cr 8 Marks if – Rs.20 cr ≤ Tav < Rs.30 cr 9 Marks if – Tav ≥ 40 cr.		
2	Page 45 Clause 2.(a) Past Experience of Bidder (25 Marks)	5 marks if meets the Minimum Eligibility criteria		60% marks for Minimum Eligibility criteria		No change. RFP Conditions prevail.
		10 Marks if meets twice the Minimum Eligibility criteria		100% marks for twice the Minimum Eligibility criteria		
		15 marks if meets thrice the Minimum Eligibility criteria or more		Marks on Prorata basis for in between the above two.		
3	Page 46 clause 2.(c)	Achievement of having designed Certified Green Building (for any Healthcare Architectural works)		Achievement of having designed Certified Green Building (for any type of architectural work)		No change. RFP Conditions prevail.
4	Page 46 clause 2.(d)	Awards for any Healthcare Architectural Projects work		Awards for any type of project/ life time contribution to the profession of Architecture. (As these awards are also given without mentioning any particular project)		No change. RFP Conditions prevail.
5	Page 47 Clause 4.(b) Domain Specialist (15 marks)	Post Graduate or equivalent recognized qualification	Experience of 10 Years or more	Post Graduate or equivalent recognized qualification or Graduate with 5 years experience	Experience of 10 Years or more	Evaluation Criteria has been amended. Please refer to Amendment No.1.
6	Page 75 Form T-1(C)	Format of Experience Certificate issued by the client		Since we have already have the certificates issued by the client, therefore the certificate in		Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			the desired format by HSCC is not possible. However all the details will be provided in the format but without signature of the client. The client certificate available with us will be attached.	shall be acceptable provided it has a+ll the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
7.	Page no. 46 clause 3	Methodology (including work plan and deployment) & understanding of TOR (35 marks)	Kindly clarify that are we supposed to submit the Concept design also alongwith the Methodology as per this clause. Further please clarify whether the Methodology is to be submitted alongwith the Bid or at the time of presentation only.	Submission of a concept plan is not mandatory. However, the bidder has the option to present a Concept Design for the project, in case they so desire. The Methodology has to be submitted at the time of the presentation only.
Bidder No.4				
1.0	Page 24, 2.6.3 (J,K)	“Certificate issued by the Client Organisation for the said works as per Form T-1 (C) for each work.	It may be noted that it would be very difficult to procure new certificates as per the given format considering that some of the projects may be old or the clients may be located globally at different locations. It is therefore requested that certificates/work order stating the required details may please be accepted.	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
2.0	General		It is understood that no online submission is required. Only hard copies, as specified in the RFP needs to be submitted. Kindly confirm.	The bids should be submitted in hard copy as per the terms and conditions of the RFP.
3.0	Page 41, point 3.10	Available Information	Kindly provide toposurvey and geotechnical investigation report. They are not currently annexed to the RFP document as mentioned.	The indicative topographical survey and geo-technical investigation report is uploaded in .pdf format. These reports are

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				for guidance only. However, the Design Consultant may get the soil investigation or any other investigation done as they may require at their own costs through their own agencies. Please also refer to Amendment No.1.
4.0	Page 77, point, For, T-1 (E), point 3	The undersigned also hereby confirm M/s_____ have not been black listed/debarred by any govt. Agency or public sector undertaking or judicial authority/arbitration body.	We kindly suggest following amendment (as is mentioned for point 2 in the undertaking): The undersigned also hereby confirm M/s_____ have not been black listed/debarred by any govt. Agency or public sector undertaking or judicial authority/arbitration body, <u>during the last 5 years prior to the date of this application.</u>	It is clarified that the bidder should not be currently blacklisted/debarred by any Government/ Government Agency/Public Sector undertaking as on the last date of submission of bids. Please refer to amendment no. 1 for the revised provisions.
5.0	Page21	Subjected to the bidder fulfilling the eligibility criteria, the bidder would be eligible to be considered for one or more locations against which the bidder has submitted bids, provided that he has proposed distinct team leaders and key resource personnel for each location	It is requested that bidders may be allowed to quote for all 3 packages with one team. In this case only one package will be awarded (if found H1 as per CQCBS criteria for that particular package) to the bidder. This process is followed by number of Govt. clients in India, where multiple contract packages are floated at one time. The client stands. Extract from RFP stating the evaluation process is attached for your ready reference.	Distinct team of Key Resource Personnel should be proposed for each location as the evaluation shall be based on the team proposed. After opening, if it is found that the bidder has submitted a bid proposing the names of the same team members for more than one work/location, then only the bid opened first shall be considered and the bids opened subsequently shall be summarily rejected.
Bidder No.5				
1.	2.2.1 (A) Pg 20	For Private Works a person holding Power of Attorney/ Authorized signatory duly	We understand that Private works executed in India by Indian Consultants are accepted? If	Yes, private similar works executed in India by Indian Consultants are acceptable.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		authorized to do so.	yes, can we submit certificates issued by our clients or is it compulsory to submit it as per FORM-T-1(C)?	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
2.	2.6.7 (ii) Pg 26	The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India.	Please allow submission of Demand Draft also against EMD?	Bid Security in shape of demand draft of a scheduled bank issued in favour of "HSCC (India) Limited" Payable at New Delhi/Noida or Fixed Deposit Receipt or Banker's cheque or Bank Guarantee in favour of "HSCC (India) Limited" is acceptable. Please refer to Amendment No.1.
3.	-	-	We had participated in EOI for all these three locations (Invitation No. HSCC/3-AIIMS/EOI/2016 dated 08.02.2016), hence we request you to kindly adjust our previously submitted money against these RFPs invited. However, we will be submitting the EMD for all locations.	No change. RFP Conditions prevail. The RFP Document fee of Rs.5000/- (Rs.Five Thousand only) should be paid by all the bidders.
4.		For preparation of B.G. to be submitted towards the EMD, we have received following Bank details: Bank Name : IOB Bank A/c No: 172502000000151 IFSC Code: IOBA0001725	Kindly confirm if these details are correct, so that we can start preparation of BGs?	No bank details are required for the preparation of the EMD. The EMD/Bid Security should be as per the requirements of Clause 2.6.7.
Bidder No.6				

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
1	Clause No: 2..2.1 A	<p>Having Experience Of Satisfactorily Completing work in single work order in last 12 years.</p> <p>i. One 500 Bedded Superspecialities/ Multispecialty Hospital with teaching facility Completed</p> <p>ii. Two 250 Bedded Superspecialities/ Multispecialty Hospital with teaching facility Completed</p> <p>iii. One 750 Bedded Superspecialities/ Multispecialty Hospital Completed</p> <p>iv. Two 400 Bedded Superspecialities/ Multispecialty Hospital Completed</p>	<p>All AIIMS being primarily medical colleges with super specialty teaching hospitals, asking for prior experience of hospitals having bed capacity less than 500 beds and also non teaching is not understood. This will only dilute the spirit of eligibility and be unfair competition for those who have this experience.</p> <p>In fact for projects such as AIIMS, eligibility criteria should accord special marking / preference for consultants having prior experience of only government medical colleges, and having undertaken AIIMS or AIIMS like projects.</p>	No change. RFP Conditions prevail.
2			<p>Experience of completed projects in last 12 years is not understood. Standard conditions of all GCC's is generally 5 or at maximum 7 years. In your TOR, at page 17 time line mentioned is 4 years.</p> <p>Moreover the MCI / IPHS guidelines and other hospital planning norms have undergone sea changes in the last 10 years. Hence eligibility criteria should be restricted to 4 years or maximum 5 years like standard GCC's.</p>	No change. RFP Conditions prevail.
3		Eligibility Criteria	On page number 38 under deliverables, it is mentioned that project design should confirm with GRIHA 5 star rating. However under eligibility criteria there is no mention of having	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			prior experience of LEED / GRIHA rated hospitals. This experience should also be included under eligibility criteria.	
4		Reimbursible Expenses	Cost of Site Survey and Soil Investigation report should also be reimbursed as per actual along with structure vetting from IIT.	The indicative topographical survey and geo-technical investigation report is uploaded in .pdf format. These reports are for guidance only. However, the Design Consultant may get the soil investigation or any other investigation as they may require done at their own costs through their own agencies.
5		Eligibility Criteria	Since AIIMS is one of the most premier medical education / research hospitals of country, it is only fit that consultants being shortlisted should at least be ISO certified in India or country of origin in case of foreign consultants.	No change. RFP Conditions prevail.
6		Financial Bid	Fee bid has been asked for as a lumpsum quote, which is not practical and logical for a project of this magnitude. Ideally minimum fees should have been fixed by HSCC itself in the TOR, and selection should have been on technical parameters / design bid. In all fairness the format of financial bid should be amended in a % age quote instead of lumpsum quote.	No change. RFP Conditions prevail.
Bidder No. 7				
1	Page 21, Para 2.4, Sub Clause IV,	All the members of the Consortium shall be jointly and severally liable for the execution of the Project.	1. Most of the International Firm not ready to take complete responsibility up to the end of entire construction project. It may also	1. No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
	(Norms for JV/Consortium)		lead to excessive cost. 2. Lead Partner has to be an Indian Firm or it can be any of the Partner of JV, Kindly confirm?	2. Either of the members of the Consortium maybe nominated as the Lead Member by the members of the Consortium.
2	Page 46, Para 2 (c)	Having designed Certified Green Building (for any Health care Architectural work) ...Marks for achievement of Platinum/gold/silver Rating (as per LEED) OR GRIHA V (as per Indian Standard) in Green Building design	1. On-going projects will be considered for evaluation or the project has to be completed only. Please confirm? 2. Other than Healthcare building project will also be considered for evaluation. Please confirm?	1. Only physically Completed Projects shall be considered for evaluation. 2. Only Healthcare buildings shall be considered for evaluation.
3	Page 82 Para 1.12	“Project” shall mean setting up of AIIMS including commissioning and stabilizing	Most of the International Firm not ready to take complete responsibility up to commissioning & stabilizing of project.	The Design Consultant shall have to perform as per the Scope of Work and Deliverables as per Clause 5 & 6 of Volume III of the RFP Document.
4	Page 92 para 27.0 Independent Audit	Design Consultant shall maintain up-to-date records and be responsible and liable for all statutory audits at no extra costs as required under the law.	Not Clear as to what is required beyond records audited by Chartered Accountant ITR filed as registered company under company’s act 1956.	The Design Consultant shall be responsible and liable for all technical audits at no extra costs as required under the law/guidelines/systems. Please refer to Amendment No.1.
5	Page 21, Para regarding Distinct Team Leaders etc.	Bidder would be eligible to be considered for one or more locations against which the bidder has submitted bids provided that he has proposed distinct team leaders and team of key resource personnels for each location..	Separate Team Leaders for all the three AIIMS is envisaged, this may need JV with 3 different firms. We request you to kindly consider that the same Team Leader could be allowable for at least two projects if not all three.	Distinct team of Key Resource Personnel should be proposed for each location as the evaluation shall be based on the team proposed. After opening, if it is found that the bidder has submitted a bid proposing the names of the same team members for more than one work/location, then only the bid opened first shall be considered and the bids opened subsequently shall be

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
6	Page 103 para 4.1	<p>-Hospital with basement including its Services is 1,31,00 sqm</p> <p>- Institutional, Teaching and related facilities is 41,000 sqm</p> <p>- Residential is 53,000 sqm</p>	<p>Area of 13100 sqm may need correction. Presumed areas are Plinth areas with wall thicknesses of various buildings.</p>	<p>summarily rejected.</p> <p>The areas given are tentative plinth areas. The plinth area of the Hospital with basement including its services may be read as “131,000 sqm” in lieu of “131,00sqm”. Please refer to Amendment No.1.</p>
7	Page 21 2.4 Norms of JV/Consortium (iii)	<p>The Members of the Consortium shall nominate one member as the Lead Member. The nominations shall be supported by a duly notarized Power of Attorney as per form E and should be signed by all the members on a non-judicial stamp paper of appropriate value.</p>	<p>There is no clarity on the Technical Qualification of JV Members, whether the Lead Member have to meet the technical criteria on their own.</p> <p>Or</p> <p>It can be met jointly by the JV Members</p> <p>Moreover there is no clarity on the qualification of other partner.</p>	<p>It is once again clarified that only sole bidders or Consortiums of two members are allowed.</p> <p>In case of a Consortium, the minimum Technical eligibility Criteria should either be met by any one of the members of the Consortium in its individual capacity; OR the past works which are claimed to fulfil the minimum eligibility criteria should have been carried out by the same consortium which has submitted their bid.</p> <p>However, in case the past experience claimed by one member of the Consortium (who has submitted the bid) is in the name of another consortium, the total past experience of the previous Consortium can be claimed by the member of the new Consortium provided the member has performed services in the previous consortium as an Architect.</p> <p>All members of the “Consortium” should</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>Lead Partner or one of the JV Partner has to be registered with COA or not. Please clarify?</p>	<p>meet the financial criteria as defined in the RFP document.</p> <p>It is clarified that an Architect of the Design Consultant should either be registered with the Council of Architecture or should be a person authorized under Section 37.1.(b) of the Architects Act 1972.</p>
8	Page 75, Form T-1 C	Format of Work Experience Certificate	<p>We would like to bring in to your kind notice that Once Client has issued the completion certificates for the project on their standard format, they refuse to provide on some other specific format or else it is a very time taking process.</p> <p>We request you to kindly consider the completion certificate which has all the details required as per your format signed & sealed by competent authority.</p>	<p>Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.</p>
9.	Page 85, Clause 11, Variation Clause Page 87, Clause 18, Changes and Additions in Design Consultants Scope of Work Page 95, Clause 34.8	<p>There will be no variation in fee nor will anything extra be paid for a design which costs more or which has an acceptable larger area for the facilities required to be completed.</p> <p>Design Consultant shall on such written</p>	<p>In view of these three clauses, it is not clear on what basis additional work done by design consultants shall be paid.</p> <p>Kindly Clarify.</p>	<p>Please refer to Amendment No.1 for amended provisions regarding Clause 11 & 18 of Volume II.</p> <p>Any variation to attain Fitness for Purpose shall be met by the Consultant at their own cost.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		requests carry out the consequential work on account of such changes/modifications or addendums etc. without any additional payment from HSCC. Design Consultant's professional fees is also inclusive of responsibilities of carrying out Modification in design and drawings		
Bidder No.8				
1	Page No. 77 & Clause No. 2	The undersigned also hereby certifies that our firm M/s._____ have neither abandoned any contract awarded to us nor such works have been rescinded during the last five years prior to the date of this application	It is submitted that out of many works being executed by any agency, there may be a case without any fault of the agency under dispute/arbitration. Therefore it is requested that such type of undertaking may be deleted/modified from the RFP documents. The above point has already been brought out in the prebid meeting.	It is clarified that the bidder should not be currently blacklisted/debarred by any Government/Government Agency/Public Sector undertaking as on the last date of submission of bids. Please refer to amendment no. 1.
Bidder No.9				
1	Page 20 of the RFP	requires the completion certificate to be submitted in Form T-1C.	Since the project list is required for the last 12 years some of the clients may not be available to sign the Form as required. It is not possible to submit the bid with completion certificate as received from the client	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
2	Page 111 of the RFP	payment schedule 40% of the payment has been linked to during construction on site	which could be reduced to 20% (since an architect jobs is 90% complete before work starts on site)	The payment schedule stands revised. For details, please refer to Amendment No. 1.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification												
3	Page 91 of the RFP dispute resolution	it has been adjudicated that the sole arbitrator shall be appointed by the CMD HSCC	We would like to state that normally the arbitration clause should read “Any dispute of difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof be settled by Arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration Act 1996 and the award made in pursuance thereof shall be binding on the parties.”	The arbitration shall be done as per Arbitration & Conciliation Act, 1996 with upto date amendments including those of 2015.												
Bidder No.10																
1.	Please refer para 8, Note, page 20 of RFP document, wherein it is stated,	“• <i>The bidder is required to submit certificate of completion of assignment issued by the respective Client as a proof of meeting the above qualifying criteria. Own Certification of their works by the bidders shall not be considered for prequalification. This certificate should be as per Form T-1C</i> ”.	We bring to your kind notice that we have already received completion certificate from our clients in the format similar to Form T-1(C). However, not all the details required by HSCC is mentioned in the certificate. It is now difficult to get a new certificate from the client. Under these circumstances, we respectfully request your goodself not to insist on completion certificate as per Form T-1(C). Alternatively, we will submit the available completion certificate and attach a self certificate for the additional details required by HSCC in Form T-1(C). Kindly consider.	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.												
2.	Please refer clause (c), page 46 of RFP document, wherein it is stated,	<table border="1" data-bbox="577 1289 1061 1396"> <tr> <td data-bbox="577 1289 645 1396">(c)</td> <td data-bbox="645 1289 927 1396">Achievement of having designed Certified Green Building (for</td> <td data-bbox="927 1289 994 1396">5</td> <td data-bbox="994 1289 1061 1396">...</td> </tr> <tr> <td></td> <td></td> <td data-bbox="927 1326 994 1396">mar</td> <td data-bbox="994 1326 1061 1396">...</td> </tr> <tr> <td></td> <td></td> <td data-bbox="927 1362 994 1396">ks</td> <td data-bbox="994 1362 1061 1396">”</td> </tr> </table>	(c)	Achievement of having designed Certified Green Building (for	5	...			mar	...			ks	”	We respectfully request you to consider experience in designing Green Building for any institutional projects (and not hospitals only) also for fulfilling the above criteria.	No change. RFP Conditions prevail.
(c)	Achievement of having designed Certified Green Building (for	5	...													
		mar	...													
		ks	”													

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification											
		<table border="1"> <tr> <td data-bbox="575 295 645 357"></td> <td data-bbox="645 295 927 357"><i>any Health-care Architectural work)</i></td> <td data-bbox="927 295 1003 357"></td> <td data-bbox="1003 295 1064 357"></td> </tr> </table>		<i>any Health-care Architectural work)</i>											
	<i>any Health-care Architectural work)</i>														
3.	<p>i) Please refer clause 2.6.3, (I) Technical Package Part-I, page 23 of RFP document.</p> <p>ii) Please refer clause (a), page 24 of RFP document, wherein it is stated,</p> <p>iii) Please refer Sl.No. 14.0, Annexure 1 - Checklist of documents to be submitted with the Bid, page 52 of RFP document, wherein it is stated,</p>	<p>Wherein the list include Form T-1(A), Form T-1(B), Form T-1(C), Form T-1(D) and Form T-1(E).</p> <p>“(II) Technical Package Part – II shall contain the following: <i>(a) Technical Bid – All such documents which are required to substantiate criteria at S. No. 2 & 4 of clause No. 4.2, are to be submitted in this part”</i></p> <table border="1"> <thead> <tr> <th data-bbox="575 890 645 1174">Sl. No.</th> <th data-bbox="645 890 927 1174">Document</th> <th data-bbox="927 890 1003 1174">No. of sets to be submitted</th> <th data-bbox="1003 890 1064 1174">Page no.</th> </tr> </thead> <tbody> <tr> <td colspan="4" data-bbox="575 1174 1064 1246" style="text-align: center;">TECHNICAL PACKAGE PART II (Physical submission)</td> </tr> <tr> <td data-bbox="575 1246 645 1351">14.0</td> <td data-bbox="645 1246 927 1351">Form T-2 – Details of the Team Leader & Team members</td> <td data-bbox="927 1246 1003 1351">(Ori</td> <td 228="" 479="" 724="" 847"="" data-bbox="0 0 2 1"> <p>Please note the clauses are contradictory.</p> <p>Please clarify, whether the Form T-1(A), Form T-1(B), Form T-1(C), Form T-1(D) and Form T-1(E) is to be submitted in Technical Package Part-I or Technical Package Part-II. Please confirm.</p> </td> <td data-bbox="1621 363 2112 1351"> <p>Form T-1(A), Form T-1(B), Form T-1(C), Form T-1(D) and Form T-1(E) should be submitted with Technical Package Part I.</p> </td> </tr> </tbody> </table>	Sl. No.	Document	No. of sets to be submitted	Page no.	TECHNICAL PACKAGE PART II (Physical submission)				14.0	Form T-2 – Details of the Team Leader & Team members	(Ori	<p>Please note the clauses are contradictory.</p> <p>Please clarify, whether the Form T-1(A), Form T-1(B), Form T-1(C), Form T-1(D) and Form T-1(E) is to be submitted in Technical Package Part-I or Technical Package Part-II. Please confirm.</p>	<p>Form T-1(A), Form T-1(B), Form T-1(C), Form T-1(D) and Form T-1(E) should be submitted with Technical Package Part I.</p>
Sl. No.	Document	No. of sets to be submitted	Page no.												
TECHNICAL PACKAGE PART II (Physical submission)															
14.0	Form T-2 – Details of the Team Leader & Team members	(Ori	<p>Please note the clauses are contradictory.</p> <p>Please clarify, whether the Form T-1(A), Form T-1(B), Form T-1(C), Form T-1(D) and Form T-1(E) is to be submitted in Technical Package Part-I or Technical Package Part-II. Please confirm.</p>	<p>Form T-1(A), Form T-1(B), Form T-1(C), Form T-1(D) and Form T-1(E) should be submitted with Technical Package Part I.</p>											

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
4.	Please refer clause 4.1, page 103 of RFP document, wherein it is stated,	<i>“4.1 AREA A land parcel of 180 acres has been identified for the establishment of the proposed AIIMS. Copy of topographic survey and soil investigation report is enclosed”.</i>	Please note the topographic survey and soil investigation report is not enclosed in the RFP. We request you to provide the same.	The indicative topographical survey and geo-technical investigation report is uploaded in .pdf format. These reports are for guidance only. However, the Design Consultant may get done the soil investigation or any other investigation as they may require at their own costs through their own agencies.
5.	i) Please refer para 2, page 3 of RFP document, wherein it is stated,	<i>“The prospective bidders may download the RFP document from HSCC website..... The cost of RFP Document is Rs.5000/- for each location.....”</i>	As per the above, we presume that two separate demand drafts towards cost of RFP document and tender processing fee is to be submitted along with the Technical Package Part-I. Please confirm.	Only the cost of the RFP document amounting to Rs.5000/- (Rs. Five Thousand Only) is to be submitted in the form of a Demand Draft payable in favour of “HSCC (India) Limited” payable at New Delhi/Noida in Technical Package Part I. The words “ Tender Processing Fee ” are synonymous with “ Cost of RFP Document ”.
	ii) Please refer clause (c), page 24 of RFP document, wherein it is stated,	<i>“c) Demand Draft for Tender Processing Fee of Rs. 5000/-”</i>		
6.	–	–	We presume that statutory fees payable to various statutory departments for obtaining approval will borne by the client over and above the fee payable to the consultants. Please confirm.	The statutory fee(s) payable to the various Statutory Departments/ Authorities for obtaining approvals shall be paid by HSCC at actuals.
7.	–	–	We presume that cost towards obtaining Green Building Certificate will be borne by the client over and above the fee payable to the consultants. Please confirm.	The statutory fee payable to the Statutory/Municipal bodies for obtaining the Green Building Certificate shall be paid by HSCC at actuals. However, any other incidental expenses, including on

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				account of engaging any sub-consultant/experts by the Design Consultant in order to ensure that the building designs are as per Norms and achieve Griha Certification, shall be borne by the Design Consultant.
Bidder No.11				
1	Cost of RFP Document / Processing Fees: NIT Page No. 3 Clause No. 2.6.4 (Page No. 26)	Cost of RFP Document / Processing Fees: It has been specified at NIT on Page No. 3 for the above noted subject works that the Cost of RFP Document is Rs. 5,000/- for each location, whereas at Clause No. 2.6.4 (Page No. 26) it has been specified that the bidder shall pay a Tender Processing Fee of Rs. 5,000/- alongwith the Technical Package I for each location.	Kindly clarify whether we have to remit both Cost of RFP Document and Tender Processing Fee.	Only the cost of the RFP document amounting to Rs.5000/- (Rs. Five Thousand Only) is to be submitted in the form of a Demand Draft payable in favour of “HSCC (India) Limited” payable at New Delhi/Noida in Technical Package Part I. The words “ Tender Processing Fee ” are synonymous with “ Cost of RFP Document ”.
2	Form T 1 (C) – Format of Work Experience Certificate: Page No. 75	Form T 1 (C) – Format of Work Experience Certificate	Is it mandatory to submit the work experience certificate on Form T 1 (C) or we can submit the experience certificate which was earlier issued by our Client.	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
3	Project Inspection and Site Visit Page No. 23	Project Inspection and Site Visit	Please provide contact details for Site Visit.	The following personnel may be contacted for Site Visit during working hours on all working days. a. Kalyani – ShriS.K.Khare, DGM –

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
	Clause No. 2.6.2			Mobile no. 9163959389 b. Guntur – ShriShivanna, DGM – Mobile no. 9703624159 c. Nagpur – ShriVikasAgarwal, SM – Mobile no. – 8794752718
4	Financial Eligibility Criteria Page No. 20 – Clause No. 2.2.1 B. Clause No. 4.2 (Technical Evaluation Criteria) Point No. 1 (b)	Financial Eligibility Criteria on Page No. 20 – Clause No. 2.2.1 B. It has been specified that Bidder should have average annual financial turnover from consultancy assignments of Rs. 5.0 Crore in immediate preceding three financial years. Whereas at Clause No. 4.2 (Technical Evaluation Criteria) Point No. 1 (b) only 6 marks will be awarded instead of full 9 marks.	It is suggested that full 9 marks will be awarded for having average annual financial turnover from consultancy assignments of Rs. 5.0 Crore for a better and wider participation in bids.	No change. RFP Conditions prevail.
Bidder No.12				
		Bid Security has been given as Rs 10 Lakhs which is very high.	We request you to bring it down to a reasonable amount so that we could bid for all the AIIMS. It may be fixed at Rs 2 lacs if agreed	No change. RFP Conditions prevail.
Bidder No.13				
1.	Volume III Scope for works , clients requirements, scope of services	500 beds Teaching Hospitals and its distribution	Apart from the subject mentioned in the RFP the following subjects are not mentioned Dept. of Anaesthesia, Radio-diagnosis, Hospital Service labs, Blood Bank and its component labs, Physical Medicine & Rehabilitation etc.,	Indicative details are given in the RFP Document. Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
	Page No: 100 ; Clause – 2 – Proposed buildings and services Hospital		Suggestion: Shall we take the clinical facilities and its bed distribution as per MCI Regulations just for computation purposes?? Or please give full list of facilities	explanatory.
2.	Page No: 103 - 104; Indicative details of various facilities to be provided Super –Specialty Hospitals	Super –Specialty Hospitals 300 beds to be provided	Apart from 500 beds teaching Hospital for UG / PG in Clinical subjects the RFP shows 18 such Super-Specialty subjects but the numbers of beds 300 are less. Usually in a teaching Hospital Unit systems are with 20 – 30 – 40 beds are followed depends upon the need. Even it is taken as 20 / 30 beds (10 / 15 male + 10 /15 Female) – 18 x 20 = 360 or 18 x 30 = 540. Kindly advise for number of beds for Super Specialty Tertiary care Hospital Also Shall we provide separate IPD facilities for male and female patients??	Indicative details are given in the RFP Document. Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
3.	No. of ICU beds and No. of OTS	As per international standards	This is very vague and shall we follow MCI regulations for OT and other acute care facilities ??or minimum 2 OTs for minor surgical subjects to maximum 4 OTs for major Surgical subjects ; 2 OTS for super-specialty surgical subjects ?? Or 10 % of total Hospital beds for ICUs – so 100 beds ICU for different ICUs like IMCU, ICCU, IRCU, NICU, PICU, IUC for OBG, burn unit, Dialysis etc.,	Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
4.	Trauma Center	Separate Trauma Centre & Accident Center	Shall we interpret Emergency Casualty Accident & Trauma – so ECATCenter and Shall we add facilities for Medical Emergencies – like heart attack, stroke clinic etc., Obstetrics Emergencies –24 hrs delivery suit/ EoT for LSCS etc., Paediatric Emergencies – 24 hrs diarrhoea clinic etc.,	Bidder may please refer to Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory. No change. RFP Conditions prevail.
5.	AYUSH	Provision for AYUSH	What level we shall provide facilities in AYUSH ? Only OPD and Ambulatory care ?? Or we shall follow CCIM regulations and norms ??	Bidder may please refer to Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory. No change. RFP Conditions prevail.
6.	UG Hostel	No. of UG Hostels for boys and girls - 366	Its not matching with number of UG admissions 100 x 5 = 500 students 100 for interns / House surgeons 120+ for Junior Residents (all India level 50% each for boys and girls) No .of seats like – single, double, triple seater may please be mentioned !!	Bidder may please refer to Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory. No change. RFP Conditions prevail.
7.	PG Hostels	Its provided in 3 blocks – totalling 599 (600)	No of seats like – single, double, triple seater may please be mentioned !! Suggested 600 numbers of 1 BHK or Studio Apartment for PG residents, Junior Residents,	Bidder may please refer to Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory. No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			interns and senior residents – 300 for male + 300 for female PGs	
8.	Nurses Hostels	No. accommodation given for nurses hostel – 144- 288 /	Is it for male and female nurses?? There is no provision for married nurses accommodation ; suggested separate more number of 1 BHK for married nurses accommodations	Bidder may please refer to Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory. No change. RFP Conditions prevail.
9.	Staff quarters	No. of accommodations	There is no rationale in giving numbers when we calculate number of faculties in a 1000 bedded Hospital Shall we calculate number of teaching faculties apart from residents and categorise them as follows: 1. Admin staff – higher level – Directors – bungalows 2. Head of the Institutions – bungalows 3. Head of the Departments – 3 BHK 4. Professors – 3 BHK 5. Additional Professors / Associate Professors – 2 BHK 6. Assistant Professors - 2 BHK 7. Senior Residents – 1 BKH In addition to the above shall we numbers for 18 departments Each Subjects 1. Professors – 1 No. 2. Additional Professors / Associate Professors – 1No 3. Assistant Professors - 1 No	Bidder may please refer to Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory. No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>4. Senior Residents – 2 Nos. Totalling 5 each and Shall we add 18 x5 = 90 more quarters as per above designation Numbers shall we get it form HSCC ?? Type of quarters shall we follow CPWD norms also ??apart from Ministry of UD ?</p>	
Bidder No.14				
1	Notice Inviting RFP ,Page No 3	HSCC (India) Limited, as Executing Agency of Ministry of Health & Family Welfare, GOI for this Project, invites Request for Eligible Architectural Firms/Consortium of firms for comprehensive Architectural Planning and Designing for the proposed three All India Institute of Medical Sciences at (i) Mangalagiri, Guntur AP, (ii) Nagpur Maharashtra, and Kalyani West Bengal	<p>Three separate RFP has been floated for the said project, for each location. However, the Notice inviting tender mentions invitation for all three locations as one. Please clarify whether this will be treated as three different project and different consultant will be awarded work or this shall be treated as one project and work will be awarded to single consultant for all three locations</p> <p>Also, clarify whether three separate proposal are to be submitted for each location or single proposal needs to be submitted for all the three locations.</p>	<p>There are three separate RFPs for the three locations. Each shall be treated as a distinct project and a separate Contract entered into for each location after evaluation of bids received for each corresponding location.</p> <p>The prospective bidders are required to submit separate bids for each location complete with all details and the evaluation of bids for a particular location shall be done on the basis of the bids submitted by the bidders for that location only.</p> <p>It is further clarified that the bidders may submit their bids for one or more locations subject to the bidders proposing a distinct team of Key Resource Personnel for each location. Based on the evaluation as per the tender conditions, a bidder may be eligible to be selected for one or more</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				locations.
2	Notice Inviting RFP ,Page No 3	HSCC (India) Limited, as Executing Agency of Ministry of Health & Family Welfare, GOI for this Project, invites Request for Eligible Architectural Firms/Consortium of firms for comprehensive Architectural Planning and Designing for the proposed three All India Institute of Medical Sciences at (i) Mangalagiri, Guntur AP, (ii) Nagpur Maharashtra, and Kalyani West Bengal	We understand that consultancy firms providing comprehensive services for planning, architectural, engineering and Project Management Consultancy is eligible bidders.	No change. RFP Conditions prevail.
3	Background Information, Clause 1.1 Page 13 (para 3) And Technical Evaluation Criteria, Clause 4.2 (2) (a), page 45	The Proposed Institute shall have state of art multi-specialty with captive hospitals, medical college, administrative block , hostels, residential facility etc	We understand that the proposed development is an integrated development having educational and residential facilities as well as ancillary Infrastructure. The evaluation criteria set forth in clause 4.2 on page 45 however has no consideration of consultant's experience in integrated development projects involving educational cum residential townships, educational college/hostels etc We request educational/ educational cum residential development projects be considered and suitable evaluation criteria be assigned to the same in technical evaluation	No change. RFP Conditions prevail.
4		Eligibility to Bid: Interested National/foreign independent Legal Entities/Consortium (Consortium to have maximum of 2 members only) having experience in similar nature of work and	We request you to kindly allow 3 members in consortium	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		meeting the following eligibility criteria may submit their proposal		
5	Instructions to Bidders, note (i) for Clause 2.2 Page 20	The qualifying works should be physically completed at site	<p>We understand that the current scope of work involves only master planning and designing of the project. The note (i) may be applied for invitation of PMC works of the project</p> <p>We request the client to remove this clause as the Scope warrants only Master Planning and Design Experience. The status of Project execution should not be attributed to the consultant experience in this case.</p>	<p>Detailed scope of work has been given in Volume III of the bid document which is self explanatory.</p> <p>No Change. RFP conditions prevail.</p>
6	Instructions to Bidders, note (iii) for Clause 2.2 Page 20	Bidders shall enclose copies of LOA for works duly certified	We understand ongoing projects will also be considered for evaluation	Only physically completed projects shall be considered for evaluation.
7	Technical Evaluation Criteria, Clause 4.2 (2) (a), page 45	<p>Past experience of similar works :</p> <p>5 marks if meets the minimum eligibility criteria</p> <p>10 marks if meets twice the minimum eligibility criteria</p> <p>15 marks if meets thrice the minimum eligibility criteria</p>	<p>The minimum eligibility criteria defined for the project has multiple criteria of varied scale/range (from 250 bedded hospitals to 750 bedded hospitals). Having experience for 750 bedded is one of the criteria. The technical evaluation criteria as defined in clause 4.2 implies consultant can score full marks only if one has experience of having worked on more than 2000 bedded hospital. This been a huge capability, most of the Consultants may not be able to score on the same.</p> <p>The Design in terms of Capacity although being critical should not restrict the Consultant's</p>	<p>No change. RFP Conditions prevail.</p> <p>The bidders are requested to refer to the marking criteria which is sufficiently detailed in the Bid Document.</p> <p>However, to elaborate, marking shall be done as below :</p> <ul style="list-style-type: none"> • 5 marks for each completed work of 500 bedded Super-Specialty/multi-specialty hospital with teaching facility; or 750 bedded Super specialty/multi-specialty hospital • 2.5 marks for each completed work of 250 bedded Super-Specialty/ multi-

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			Experience in terms of Design of these Functional areas. Hence we request client to suitably modify the evaluation criteria. Having 750 bedded hospital experience may be linked to highest marks	specialty hospital with teaching facility; or 400 bedded Super specialty/multi-specialty hospital
8	Technical Evaluation Criteria, Clause 4.2 (4) (b), page 47	Domain Specialist (various engineers) required for projects	Based on the marking we understand that 2 No of staff are required for each position. Please confirm	The criteria as per Clause 4.2.4.(b) is for marking only. However, the Design Consultant shall have to deploy adequate resources as per the requirement of work to satisfactorily complete the assignment within the timelines.
9	Volume III Scope of Work, Client Requirements and Scope of Services Clause 7 Time and Schedule of Payment	Proposed Payment Terms: 1) 52% linked to planning and Design 2) 43% linked to construction 3) 5 % linked to completion	We request the Client to kindly consider 15% of the Payment to be linked to construction and 5 % linked to completion	The payment schedule stands revised. For details, please refer to Amendment No. 1.
Bidder No.15				
1.	(Clause 4.2 Pg No. 46)		Request Experience in executing "Green Projects" can be considered for ongoing projects also	Only physically completed projects shall be taken into consideration
2.	Clause 2.2.1 Pg. No. -20		Request If a firm has an experience of executing three hospitals of 100 bedded each can it be considered favorably for some additional marks	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification	
3.	Pages 100 to 103		Suggestion Several departments as per MCI guidelines have been missed out.	Indicative details are given. Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.	
4.			Suggestion 18 subjects being taught. So, @ 20 beds per department, 360 additional beds required over and above 500 or the laid down capacity.		
5.			Query Trauma centre catered but medical emergencies of other departments not addressed		
6.			Query Aayush implication? Only ambulatory?		
7.			Query Number of hostel is without rational without working out details of junior/ senior doctors, under graduates and post graduates etc.		
8.			Query Married nurse's hostel not catered for.		
9.			Query Staff quarters not catered.		
10.	Page No.3 (Press Notice)		Query One Architect can be awarded in all three or two		Based on the evaluation as per the tender conditions, a bidder may be eligible to be

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			or only one projects?	<p>selected for one or more locations.</p> <p>It is further clarified that the bidders may submit their bids for one or more locations subject to the bidders proposing a distinct team of Key Resource Personnel for each location.</p>
11.	Clause 2.2 Pg No. 19		<p>Query</p> <p>In case of a consortium, do both partners have to fulfill all the criteria, specially the one pertaining to architecture experience or the team?</p>	<p>In case of a Consortium, the minimum eligibility Technical Criteria should be met by any one of the members of the Consortium individually.</p> <p>All members of the “Consortium” should meet the financial criteria as defined.</p>
12.			<p>Query</p> <p>What about the documents and DD which we have submitted earlier for EOI? Dated 11th March</p>	<p>Evaluation shall be carried out on the basis of the proposals received in response to this RFP.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
Bidder No.15				
1	2.4.1/ III, pg. 22	Lead Member in a JV	In case of a JV, can an Engineering firm be the Lead Member?	Any member of the Consortium can be nominated as the Lead Member by the members of the Consortium.
2	3.2 / c., pg. 38	Drawings for Statutory Approvals	As per Council of Architects regulations, international firms are not allowed to be appointed as “Architect” in India. In such a scenario, how will the statutory drawings be signed by a competent Architect? Does appointing a sub-consultant who can act as the “Architect” for the project allowed?	<p>It is clarified that an Architect of the Design Consultant should either be registered with the Council of Architecture or should be a person authorized under Section 37.1.(b) of the Architects Act 1972.</p> <p>All the drawings shall be signed under the seal and stamp of the Design Consultant.</p> <p>Appointment of a sub-consultant to act as Architect shall not be allowed.</p>
3	3.3, pg. 39	Deliverables and Timelines	The deliverables and timelines do not take into consideration the time required for approvals (client approvals as well as statutory approvals). Request you to kindly add the approval stage and revise timelines.	<p>The timelines given exclude the duration required for approval after submission of the final corrected designs/drawings duly incorporating all the changes/observation made by the concerned authorities</p> <p>Please refer provisions of Clause 7.0 (Volume III) as amended vide</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				Amendment No.1.
4	2.2.1 / A, pg. 20	Eligibility to bid / Technical Criteria	If the bidding firm has multiple office in multiple locations, and if one of the offices is bidding, can the projects done by other locations/ offices of the same firm, be used towards meeting the eligibility criteria?	Yes, provided the past experience is in the same name and style as the bidder.
5	4.5 / 4 e., pg. 51	Final Ranking	We suggest the ranking to be 80:20; Technical : Financial	No change. RFP Conditions prevail.
6	11.0; pg. 85	Variation Clause	There needs to be further clarity on whether additional program or increase in area beyond 10% will additional payment be made.	Any variation to attain Fitness for Purpose shall be met by the Consultant at their own cost. Please also refer to Amendment No.1.
7	18.0; pg. 87	Changes in Additions in Design Consultant's Scope of Work	We request that this clause be deleted. Or more clarification sought. Because changes in the original Scope of Work may have significant cost ramifications for the Design Consultant. Request this to be revised.	Any variation to attain Fitness for Purpose shall be met by the Consultant at their own cost. Please also refer to Amendment No.1.
8	7.0, pg. 112	Service Tax payment	We request that "Input Method" be allowed in regards to payment of Service Tax, where sub-consultants are involved.	No change. RFP Conditions prevail.
9	2 (c), pg. 46	Green Building design	Is BREEAM an acceptable alternative to LEED or GRIHA? If so, what are the marks awarded for levels of BREEAM achievement?	Please refer to Amendment No. 1 for amended provisions of Clause 4.2.2.(c).

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
Bidder No.16				
1	General Conditions of the contract/ page no 83/ Clause no 5.0	5.0 Guarantees and Liabilities	To be modified as per the suggestion 5.0 Standard of Care and Liabilities	Please see amendment no.1.
2	General Conditions of the contract/ page no 83/ Clause no 5.1	5.1 Design Consultant guarantees that the Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Design Consultant shall be in accordance with sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified, free from defects and suitable for respective uses intended.	To be modified as suggested 5.1 The Services as specified/described under the scope of work in this Agreement, and technical documents to be developed by Design Consultant shall be in accordance with reasonable skill ad care employing sound and established engineering practices, using Indian Codes and Regulations and, wherever applicable, International Standards, for the purpose(s) specified and suitable for respective uses intended.	Please see amendment no.1
3	General Conditions of the contract/ page no 85/ Clause no 9.0	9.0 Liquidated Damages - In case the Design Consultant is unable to adhere to the schedule as specified in the TOR, the Design Consultant will be levied liquidated damages at the rate of half percent of the Assignment Fees for the Works for each week the Design Consultant is in default subject to a maximum of 10% of the total Contract Value i.e., the	Not Acceptable We do not agree to liquidated damages because they are not insurable. Typically Liquidated damages are applicable to the contractor and not Design Consultant.	RFP Conditions prevail

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		Assignment Fee. In case of the Design Consultant failing to pay the damage charges, the same may be deducted by HSCC from the performance security submitted by the Design Consultant.		
4	General Conditions of the contract/ page no 86/ Clause no 13.1	13.1 Design Consultant shall hold harmless and indemnify HSCC and its agents, against any claims or liability because of personal injury or death of any employee of Design Consultant and arising out of or in consequence of the performance of this Agreement.	To be modified as suggested – 13.1 Design Consultant shall hold harmless and indemnify HSCC, against any liability because of personal injury or death of any employee of Design Consultant and arising out of or in consequence and to the extend caused by Design Consultant in the performance of this Agreement.	RFP Conditions as amended vide Amendment No.1 prevail.
5	General Conditions of the contract/ page no 96/ Clause no 34.17	34.17 The Design Consultant shall indemnify and keep indemnified the Employer against any claim regarding drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HSCC in defending themselves against such claims.	To be modified as suggested – 34.17 The Design Consultant shall indemnify and keep indemnified the Employer against any claim regarding infringement of third party rights in or to drawings, designs, plans, related details and specifications prepared and acquired for the work entrusted to him under this agreement by any other party and against all costs and expenses incurred by HSCC in defending themselves against such claims	RFP Conditions as amended vide Amendment No.1 prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
6	General Conditions of the contract/ page no 96/ Clause no 34.18	34.18 The detailed estimate for the work prepared by the Design Consultant should be accurate. It is a term of the agreement that on completion of work, the final quantities of work should not deviate more than 10% of the estimate prepared by the Design Consultant. It is also a term of the agreement that quantity of individual item on completion of work should not exceed by more than 30% of the quantity worked out by the Design Consultant in the detailed estimate.If the overall deviation, due to default / wrong estimation of the Design Consultant is more than 10% or deviation of any individual item is more than 30%, than the Design Consultant is liable to pay a compensation @ 2% of such deviation (beyond BOQ quantity). The maximum compensation payable on this account will be 10% of the total fee payable to the Design Consultant. The decision of HSCC whether the deviation are due to default of the Design Consultant or due to genuine reason on account of authorized deviation by HSCC shall be final and binding on the Design Consultant.	Not Acceptable	Clause stands deleted. Please refer to Amendment No.1
7	General Conditions of the contract/ page no 96/ Clause no 34.19	34.19 The detailed estimate prepared by the Design Consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However in case during execution of works it is observed that a certain essential items	Not Acceptable	Clause stands deleted. Please refer to Amendment No.1

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		<p>which are required to complete the work as conceptualized, are missing which force HSCC to get them executed through extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the Design Consultant. The decision of HSCC with respect to missing items shall be final and binding on the Design Consultant. The maximum compensation payable on this account will be 10% of the total fee payable to the Design Consultant.</p>		
8	<p>General Conditions of the contract/ page no 86/ Clause no 34.20</p>	<p>34.20 The compensation levied on Design Consultant in different clause mentioned herein above are levied independently.</p>	<p>Not Acceptable</p>	<p>Clause stands deleted. Please refer to Amendment No.1</p>
9	<p>2.2.1 A Technical Criteria/ Page 20</p>	<p>The completion certificate of the work(s) issued by the client shall be submitted along with RFP documents by the bidder. (Form T-IC)</p>	<p>We are unable to submit Form T-1C because of unavailability of clients. Please refer to the suggestion.</p> <p>There is no practice of "Completion Certificates" for International projects. We will be submitting recommendation letters duly endorsed by the client.</p>	<p>Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification																							
10	2.2.1 A Technical Criteria/ Page 20	The bidder is required to submit certificate of completion of assignment issued by the respective Client as a proof of meeting the above qualifying criteria. Own Certification of their works by the bidders shall not be considered for prequalification. This certificate should be as per Form T-1C.	Same as above (point #10)																								
11	Deliverables and Timeline/ Page no 39/ 3.3	<p>3.3 Deliverables and Timelines The Design Consultant shall deliver the following to the Executing Agency:</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Deliverable</th> <th>Time from the date of Start of Work (Months)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Concept Designs & Master Plan</td> <td>02 calendar months from date of issue of LOA</td> </tr> <tr> <td>2</td> <td>Preliminary Design & Drawings</td> <td>06 calendar months from date of issue of LOA</td> </tr> <tr> <td>3</td> <td>Working/Detailed Drawings, Tender Documents, GFC Drawings</td> <td>12 calendar months from date of issue of LOA</td> </tr> <tr> <td>4</td> <td></td> <td>Design Consultant will be required to be associated with the project till commissioning as per the terms and conditions of the RFP.</td> </tr> </tbody> </table> <p>Note: The above deliverables will overlap to conform to the phasing of the project as decided by HSCC</p>	Sl. No	Deliverable	Time from the date of Start of Work (Months)	1	Concept Designs & Master Plan	02 calendar months from date of issue of LOA	2	Preliminary Design & Drawings	06 calendar months from date of issue of LOA	3	Working/Detailed Drawings, Tender Documents, GFC Drawings	12 calendar months from date of issue of LOA	4		Design Consultant will be required to be associated with the project till commissioning as per the terms and conditions of the RFP.	<p>To be modified as suggested</p> <table border="1"> <thead> <tr> <th>Stage</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>Masterplan and Concept Design</td> <td>2 months from date of issue of LOA</td> </tr> <tr> <td>Preliminary Design and Drawings (Schematic Design)</td> <td>8 months from date of issue of LOA</td> </tr> <tr> <td>Detailed Design and Drawings (Design Development)/Tender Documents</td> <td>16 months from date of issue of LOA</td> </tr> </tbody> </table>	Stage	Timeline	Masterplan and Concept Design	2 months from date of issue of LOA	Preliminary Design and Drawings (Schematic Design)	8 months from date of issue of LOA	Detailed Design and Drawings (Design Development)/Tender Documents	16 months from date of issue of LOA	Please refer provisions of Clause 7.0 (Volume III) as amended vide Amendment No.1.
Sl. No	Deliverable	Time from the date of Start of Work (Months)																									
1	Concept Designs & Master Plan	02 calendar months from date of issue of LOA																									
2	Preliminary Design & Drawings	06 calendar months from date of issue of LOA																									
3	Working/Detailed Drawings, Tender Documents, GFC Drawings	12 calendar months from date of issue of LOA																									
4		Design Consultant will be required to be associated with the project till commissioning as per the terms and conditions of the RFP.																									
Stage	Timeline																										
Masterplan and Concept Design	2 months from date of issue of LOA																										
Preliminary Design and Drawings (Schematic Design)	8 months from date of issue of LOA																										
Detailed Design and Drawings (Design Development)/Tender Documents	16 months from date of issue of LOA																										
12	Technical Evaluation Criteria/2. Part experience of bidder/Page 46/Point b	In-house capabilities in field of MEP Engineering, Structural designing, Quantity Surveying	<p>Please refer to the suggestion.</p> <p>This is NOT a common practice for specialty design firms such as Healthcare.</p>	No change. RFP Conditions prevail.																							
13	Form T1(D) Financial Capacity of the Bidder/Page	Certificate from the Statutory Auditors	We are a Subchapter S (S Corporation) firm. We can submit the financial statement issued by the	No change. RFP Conditions prevail.																							

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification																																																																																	
	76		Company's CFO / CPA Certified Public accountant.																																																																																		
14	7.0 Time and Payment Schudule/Page no 111	<p>2 months for getting statutory approvals/clearances from the concerned local authorities. For any reasons, for increase in time period of completion of the work, no additional cost will be payable to the design consultant.</p> <p>Note – All the stage payments as below shall be done after acceptance of deliverables</p> <table border="1"> <thead> <tr> <th>Key Deliverables</th> <th>Activity</th> <th>Payment Activity wise</th> <th>Stage Wise Payment</th> <th>Time Period</th> </tr> </thead> <tbody> <tr> <td rowspan="4">KD 1 Master plan & Concept Design</td> <td>6.1.1 & 6.1.2</td> <td>2%</td> <td rowspan="4">10%</td> <td rowspan="4">Z+ 2 months</td> </tr> <tr> <td>6.1.3</td> <td>4%</td> </tr> <tr> <td>6.1.4</td> <td>2%</td> </tr> <tr> <td>6.1.5</td> <td>2%</td> </tr> <tr> <td rowspan="2">KD 2 Detailed Design & Drawings</td> <td>5.2.1 to 6.2.5</td> <td>8%</td> <td rowspan="2">12%</td> <td rowspan="2">Z+5months</td> </tr> <tr> <td>5.2.6</td> <td>4%</td> </tr> <tr> <td rowspan="2">KD 3 Tender Documents Working & GFC Drawings</td> <td>5.3.1 to 6.3.6</td> <td>20%</td> <td rowspan="2">30%</td> <td rowspan="2">Z+12 months</td> </tr> <tr> <td>6.3.7 & 6.3.8</td> <td>10%</td> </tr> <tr> <td>KD4 Appointment of Contractors as per progress of work at site</td> <td>6.4.1</td> <td>8%</td> <td>8%</td> <td></td> </tr> <tr> <td rowspan="5">KD5 As per financial progress of Construction work at site.</td> <td>On completion of 20% of the work</td> <td>5%</td> <td rowspan="5">35%</td> <td rowspan="5"></td> </tr> <tr> <td>On completion of 40% of the work</td> <td>5%</td> </tr> <tr> <td>On completion of 60% of the work</td> <td>5%</td> </tr> <tr> <td>On completion of 80% of the work</td> <td>8%</td> </tr> <tr> <td>On completion of work on issue of virtual completion certificate</td> <td>10%</td> </tr> <tr> <td rowspan="3">KD6 Completion of all contractual obligation</td> <td>6.6.1</td> <td>2%</td> <td rowspan="3">5%</td> <td rowspan="3"></td> </tr> <tr> <td>6.6.2</td> <td>1%</td> </tr> <tr> <td>6.6.3</td> <td>2%</td> </tr> </tbody> </table>	Key Deliverables	Activity	Payment Activity wise	Stage Wise Payment	Time Period	KD 1 Master plan & Concept Design	6.1.1 & 6.1.2	2%	10%	Z+ 2 months	6.1.3	4%	6.1.4	2%	6.1.5	2%	KD 2 Detailed Design & Drawings	5.2.1 to 6.2.5	8%	12%	Z+5months	5.2.6	4%	KD 3 Tender Documents Working & GFC Drawings	5.3.1 to 6.3.6	20%	30%	Z+12 months	6.3.7 & 6.3.8	10%	KD4 Appointment of Contractors as per progress of work at site	6.4.1	8%	8%		KD5 As per financial progress of Construction work at site.	On completion of 20% of the work	5%	35%		On completion of 40% of the work	5%	On completion of 60% of the work	5%	On completion of 80% of the work	8%	On completion of work on issue of virtual completion certificate	10%	KD6 Completion of all contractual obligation	6.6.1	2%	5%		6.6.2	1%	6.6.3	2%	<p>We understand the timeline for statutory approvals but we would recommend having 15 days' timeline after each stage for internal approvals from HSCC/Ministry of Health.</p> <table border="1"> <thead> <tr> <th>Proposed Payment Term</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Advance to proceed</td> <td>10%</td> </tr> <tr> <td>Masterplan and Concept Design</td> <td>10%</td> </tr> <tr> <td>Preliminary Design and Drawings (Schematic Design)</td> <td>15%</td> </tr> <tr> <td>On Submission Statutory Approva Drawings</td> <td>5%</td> </tr> <tr> <td>Detailed Design and Drawings (Design Development)</td> <td>10%</td> </tr> <tr> <td>Tender Documents</td> <td>10%</td> </tr> <tr> <td>Good For Construction Drawings</td> <td>10%</td> </tr> <tr> <td>Appointment of General Contractors</td> <td>5%</td> </tr> <tr> <td>During Construction (Construction Administration) - Prorated monthly for the period of construction, payable at the end of every month</td> <td>20%</td> </tr> <tr> <td>Completion of all contractual obligation</td> <td>5%</td> </tr> <tr> <td>Total</td> <td>100%</td> </tr> </tbody> </table>	Proposed Payment Term	Percentage	Advance to proceed	10%	Masterplan and Concept Design	10%	Preliminary Design and Drawings (Schematic Design)	15%	On Submission Statutory Approva Drawings	5%	Detailed Design and Drawings (Design Development)	10%	Tender Documents	10%	Good For Construction Drawings	10%	Appointment of General Contractors	5%	During Construction (Construction Administration) - Prorated monthly for the period of construction, payable at the end of every month	20%	Completion of all contractual obligation	5%	Total	100%	Please refer provisions of Clause 7.0 (Volume III) as amended vide Amendment No.1.
Key Deliverables	Activity	Payment Activity wise	Stage Wise Payment	Time Period																																																																																	
KD 1 Master plan & Concept Design	6.1.1 & 6.1.2	2%	10%	Z+ 2 months																																																																																	
	6.1.3	4%																																																																																			
	6.1.4	2%																																																																																			
	6.1.5	2%																																																																																			
KD 2 Detailed Design & Drawings	5.2.1 to 6.2.5	8%	12%	Z+5months																																																																																	
	5.2.6	4%																																																																																			
KD 3 Tender Documents Working & GFC Drawings	5.3.1 to 6.3.6	20%	30%	Z+12 months																																																																																	
	6.3.7 & 6.3.8	10%																																																																																			
KD4 Appointment of Contractors as per progress of work at site	6.4.1	8%	8%																																																																																		
KD5 As per financial progress of Construction work at site.	On completion of 20% of the work	5%	35%																																																																																		
	On completion of 40% of the work	5%																																																																																			
	On completion of 60% of the work	5%																																																																																			
	On completion of 80% of the work	8%																																																																																			
	On completion of work on issue of virtual completion certificate	10%																																																																																			
KD6 Completion of all contractual obligation	6.6.1	2%	5%																																																																																		
	6.6.2	1%																																																																																			
	6.6.3	2%																																																																																			
Proposed Payment Term	Percentage																																																																																				
Advance to proceed	10%																																																																																				
Masterplan and Concept Design	10%																																																																																				
Preliminary Design and Drawings (Schematic Design)	15%																																																																																				
On Submission Statutory Approva Drawings	5%																																																																																				
Detailed Design and Drawings (Design Development)	10%																																																																																				
Tender Documents	10%																																																																																				
Good For Construction Drawings	10%																																																																																				
Appointment of General Contractors	5%																																																																																				
During Construction (Construction Administration) - Prorated monthly for the period of construction, payable at the end of every month	20%																																																																																				
Completion of all contractual obligation	5%																																																																																				
Total	100%																																																																																				

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
15	General Queries	Ratio of 70:30 for the technical and financial bid	To be modified as suggested It should be modified to 80:20 percentage. This is common on global institutional projects.	No change. RFP Conditions prevail.
16	General Queries		Bidder is a foreign own entity and intends to sub consult an "Architect" registered with Council of Architecture to sign on Statutory Drawings. Please confirm if this is acceptable.	It is clarified that an Architect of the Design Consultant should either be registered with the Council of Architecture or should be a person authorized under Section 37.1.(b) of the Architects Act 1972. All the drawings shall be signed under the seal and stamp of the Design Consultant.
17	General Queries		Bidder is a Private Limited Company and have an architect on its payroll and registered with the Council of Architecture, India, to sign on Statutory Drawings. Can the individual sign on its individual capacity?	Yes, the drawings can be signed by such an Architect. It is clarified that an Architect of the Design Consultant should either be registered with the Council of Architecture or should be a person authorized under Section 37.1.(b) of the Architects Act 1972. All the drawings shall be signed under the seal and stamp of the Design Consultant.
18	General Queries	Copyright	Design can be copied and used without the permission of the Design Consultant. It is a copyright.	The question is not clear. No change. RFP Conditions prevail. Please refer Clause 4.0 of GCC read in conjunction

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				with Clause 33.0 of GCC. The Design shall not be used by HSCC for a Project at any other location.
19	General Queries	Presentation	We would like to understanding about the marking for presentation. How does that work with Technical and Financial marking system.	Please refer to Section IV Volume I Evaluation Process for further details.
Bidder No.17				
1	Page No. 19 of RFP	<p>2.2 Eligibility to bid</p> <p>2.2.1 Interested National/foreign independent Legal entities/ Consortium (consortium to have maximum of 2 members only) having experience in similar nature of work and meeting the following eligibility criteria may submit their proposal:</p>	<p>2.2 Eligibility to bid</p> <p>2.2.1 Interested National/foreign independent Legal entities/ Consortium (consortium to have maximum of 2 members only) having experience in similar nature of work and individually meeting the following eligibility criteria may submit their proposal.</p> <p>Both the members of the consortium should individually meet the qualifying criteria's. Both the members should have experience in executing large scale Healthcare projects. The aim of Consortium should be to strengthen the technical skills of the lead member (to be Indian firm). The AIIMS are prestigious institutions and hence the firms qualifying individually should only be</p>	No Change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			considered eligible.	
2	Page No. 22 of RFP	<p>2.4 Norms for JV/ Consortium</p> <p>2.4.1 In cases where the Bidders are consortium, they shall have to comply with the following additional requirements:</p> <p>I. The members of the consortium shall enter into a consortium agreement among themselves expressing their intention to act as joint bidders for submission of bid and to enter into contract with HSCC and to carry out all the obligation under the contract. The consortium agreement amongst others shall specifically mention the responsibility of members, the member who will act as Lead member and both the members of consortium shall be jointly and severally liable for the performance of the contract. The consortium agreement shall be governed by the laws of India and shall be subject to the jurisdiction of Indian Court only.</p>	<p>2.4 Norms for JV/ Consortium</p> <p>2.4.1 In cases where the Bidders are consortium, they shall have to comply with the following additional requirements:</p> <p>I. The members of the consortium shall enter into a consortium agreement among themselves expressing their intention to act as joint bidders for submission of bid and to enter into contract with HSCC and to carry out all the obligation under the contract. The consortium agreement amongst others shall specifically mention the responsibility of members, the member who will act as Lead member (to be Indian firm) and lead member of consortium shall be only liable for the performance of the contract. The consortium agreement shall be governed by the laws of India and shall be subject to the jurisdiction of Indian Court only.</p> <p>The lead member (Indian firm) be only liable for the performance of the contract. The aim of Consortium should be to strengthen the technical skills of the lead member.</p>	No Change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
3	Page No. 16 of RFP	Last date for submission of queries 16.08.2016 Last Date & time of Submission of Bids 09.09.2016 (Bid due date)	Last date for submission of queries 16.08.2016 Last Date & time of Submission of Bids Should be amended to one month after the final clarifications are received.	The last date of submission of bids is hereby extended upto 15.00 hrs on 27 th September 2016.
4	Page No. 75 of RFP	FORM T-1(C)	The experience certificate may not be insisted as per FORM T-1(C). We already have experience certificate and the same may be accepted.	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
5	Page No. 111 of RFP	Payment Schedule	It is requested that the fee component for during the construction stage be kept as 25% as against 40% because the maximum efforts and cost in preparation of the DPR shall be involved in preconstruction stage only.	The Payment Schedule has been amended. Please refer to Amendment No.1 for details.
6	Page No. 46 of RFP Document under sub para (c)	Achievement of having designed certified Green Building (for any Health care Architectural work)	(for any Health Care Architectural work) should be (Any Building Architectural work) because procedure for GRIHA Certification is same for all the buildings.	No Change. RFP Conditions prevail.
7	Page No. 46 of RFP Document under sub para (d)	Award for any Health-care Architectural Project work	Award for any Health Care Architectural Project may please be amended to award for any architectural project work. It is also requested that recognized professional bodies other than these four	No Change. RFP Conditions prevail. Aga Khan Award in Architecture has

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			may also be considered after looking at the document submitted.	added in the awards eligible for obtaining Marks as per Clause 4.2.2.(d) of Volume I. Please refer to Amendment No.1.
8	Page No. – 47 of RFP – Para 4 (a)	Suitability of the Key Resource Personnel for the assignment (i) Education	4 Marks if Post Graduate Architect should be replaced suitably as 4 Marks if PG/Graduate Architect having 25 years' experience.	The experience criteria has been amended. Please refer to Amendment No.1 for details.
9	Page No. 53 Para-8	We agree that our design may be used by HSCC at any other site or purpose without any obligation to us.	But this is infringement to copyright Act and any design produced by an Architect cannot be used at any other site or purpose without the copyright payment to Architect.	Para 8 of Form A (Form of Bid) stands deleted. Please refer to Amendment No.1. It is clarified that the Design shall not be used in a Project at any other location.
10	Form – T-1€ - Page 77	The undersigned also here by confirms M/s _____ have not been blacklisted / debarred by any government agency or public sector undertaking or judicial authority / arbitration body.	The undersigned also hereby confirms M/s _____ is not debarred / blacklisted currently by any government agency or public sector undertaking or judicial authority / arbitration body.	It is clarified that the bidder should not be currently blacklisted/debarred by any Government/ Government Agency/ Public Sector undertaking as on the last date of submission of bids. The bidders may refer to amendment no. 1 enclosed.
11.			Project areas and functional requirements to prepare concepts should be provided. CAD format Site plan with clear Boundary marking and presentation requirements should be provided.	The topographical survey report in pdf Format is being uploaded. Indicative details regarding Areas and requirements are given in the RFP document. Specific detailed list shall

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume III) which are self explanatory.
Bidder No.18				
1	Page 21; Section 2; 2.2 B(Financial criteria)	Eligibility criteria: (Financial turnover) For firms forming a consortium, the minimum turnover of each firm should be 2.5 CR during last three years.	Can a 5% variation in this condition may be allowed/ An average financial turnover of 2.4 CR in last three Financial years be made acceptable	No Change. RFP Conditions prevail.
2		International Firms participating in the completion.	In case of foreign firms, Can there be a system wherein a licensed local architect firm may be allowed to handle the statutory submission drawings, Who is not directly participating or is a part of consortium.	Drawings are to be submitted to the Statutory authorities under the seal and signatures of the Design Consultant. It is clarified that an Architect of the Design Consultant should either be registered with the Council of Architecture or should be a person authorized under Section 37.1.(b) of the Architects Act 1972. All the drawings shall be signed under the seal and stamp of the Design Consultant.
3	Page 40; Section 3.5; (Performance Security)	i) The Bank Guarantee has to be from a Scheduled Commercial Bank based in India	In case of foreign entity entering as sole bidder or consortium, can the performance guarantee be issued from an overseas bank?	No Change. RFP Conditions prevail. The Performance Security bank guarantee shall be issued by a Scheduled commercial Bank in India .

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
4	Page 39; Section 3.3; (Deliverables and Timelines)	<p>The time line starting from</p> <ol style="list-style-type: none"> 1. Concept Design & Master Plan- 2 Months 2. Preliminary Design & Drawings – 6 Months 3. Working/Detailed Drawings, Tender Documents, GFC Drawing – 12 months 	We would like to clarify if our understanding of the duration for the respective stages accurate, as we are expecting project of this scale would require a longer timeline.	It may be noted that the timelines indicated are from the date of issue of Letter of Award to the Successful Bidder. Please also refer provisions of Clause 7.0 (Volume III) as amended vide Amendment No.1.
5	Page 22; Section 2.4; (Norms for JV/ Consortium)	The consortium agreement amongst others shall specifically mention the responsibility of members, the member who will act as Lead member and both the members of consortium shall be jointly and severally liable for the performance of the contract.	Due to insurance and liabilities issues, we would like to propose for removal of the “jointly and severally” requirement. Each consultant will be responsible and liable for their contracted scope of services. For your agreement please.	No change. RFP Conditions prevail.
Bidder No.19				
1	Page 20 Technical Criteria Note:	<p>Scope of similar nature of works for comprehensive architecture and design in above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying</p> <p>Teaching facility means – Medical Education facility with Undergraduate and/or Post Graduate level (excluding Dental, nursing & Paramedical)</p>	<p>While we understand the requirement for the proposed project, the design firm typically leads such large projects with other experts supporting the design firm.</p> <p>We request HSCC to kindly consider the architectural qualifications of the lead design firm, and the consortium members fulfilling the other requirements.</p>	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
2	Page 51 4.5 Bid Evaluation / e	Final Ranking: Bids shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical Bid=70%; F=the weight given to the financial Bid=30%; T+F = 100)	We request HSCC to change the Technical:Financial Scoring to 80 : 20	No change. RFP Conditions prevail.
3	Page 38, 3.2.C and Page 109; 6.2.6.1	<p>c. DRAWINGS FOR STATUTORY APPROVALS</p> <p>1. Prepare drawings necessary for obtaining statutory approvals ensuring compliance with codes, standards and legislation, as applicable and assist HSCC in obtaining statutory approvals thereof, as required.</p> <p>6.2.6 Drawings and Documentation for Statutory Approvals</p> <p>6.2.6.1 Prepare drawings necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the executing agency in obtaining statutory approvals thereof, if required, including making changes and providing all details as required by the statutory bodies.</p>	We request HSCC to remove this point.	No Change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
4	Page 22 2.4 / 2.4.1	IV. All the members of the Consortium shall be jointly and severally liable for the execution of theProject	We request HSCC to amend this. Each member shall be liable for their part.	No change. RFP Conditions prevail.
5	Page 22 2.4 / 2.4.1	V. Consortium to have maximum of TWO members only	We request HSCC to increase the number of consortium members to three.	No change. RFP Conditions prevail.
6	Page 45 4.2	4.2 Technical Evaluation Criteria (Maximum marks100)	We request HSCC to give additional points for qualification and selection for international consultants/sub-consultants	No change. RFP Conditions prevail.
7	Page 41 3.12	3.12 Ownership of the Designs and Drawings All copyright and other proprietary rights in the Works under this contract shall vest and stand assigned to HSCC and HSCC shall consequently own, absolutely and exclusively on a worldwide basis, the whole of property, rights, title and interest including all copyright in the Works, present or future, vested or contingent, generally and without limitation, for the whole term of the copyright, including the right to modify and/or make any alterations to the Works and all the above rights shall not lapse even if such rights are not	No International firm of repute will agree that the client will own the ownership and copyright of the design. We request HSCC to amend this clause.	No change. RFP Conditions prevail. However, the design shall not be used by HSCC in a Project at any other location.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		<p>exercised by HSCC during the terms of the copyright and the Design Consultant shall be required/obliged to execute any deeds/documents, as may be required or considered necessary, by HSCC to give effect to and secure the abovementioned rights of HSCC in the Works. For the purpose of this clause, the term “Works” shall include all “works” covered by the copyright 1957 including the design or documents prepared by the Design Consultant at the inception of, during the course of and until the completion of the Project and also includes any work created directly or indirectly in the performance of the obligations of the Design Consultant in connection with the Project.</p>		
8	Page 83 5.2	<p>5.2 Liability of the Design Consultant</p> <p>The Design Consultant shall be liable to HSCC for the performance of design services in accordance with the provision of this Agreement and for loss suffered by HSCC as a result of default of the Design Consultant in such performance.</p>	<p>We request that Liability/Indemnification should be limited to design errors & rectification</p>	<p>Clause 5.2 has been amended. Please refer to Amendment No.1 for further details.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		<i>Defects and Liabilities have also been mentioned in the Performance Security Format and the Form of Contract Agreement</i>		
9	Page 19 2.2.1	A. Technical Criteria Having experience of satisfactorily completing comprehensive Design & Architectural work, in single Work Order, in the last Twelve years	We request HSCC to remove single work order condition	No Change. RFP Conditions prevail.
10	Page 25 2.2.1	<p>Bidder will be asked to make a presentation of the project(s) already executed to demonstrate the capabilities</p> <p>The Bid should be prepared keeping in mind the evaluation criteria defined in Section IV.</p> <p>Following would be required to be demonstrated during presentation as described in Clause 4.2 –</p> <ol style="list-style-type: none"> 1) Demonstration of competence based on previous project / projects 2) Proposed Approach and methodology for designing & integration of Teaching , Research and Healthcare facilities for this 	We request HSCC to clarify detail of concept design required.	<p>Submission of a concept design with the bid/during presentation is not mandatory. However, the bidder has the option to present a Concept Design for the project, in case they so desire.</p> <p>The Methodology - and the Concept Design, if any, - has to be submitted at the time of the presentation only.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		<p>project</p> <p>3) Design approach and work plan for creation of state of the art facility and advances in healthcare architecture for this project</p> <p>4) Designing of a sustainable large campus</p>		
Bidder No.20				
1			Document uploaded in the website are password protected. Please upload the document without password so that the document can be referred for preparation of bid	The document uploaded on the HSCC website is not password protected and is downloadable and printable.
2	PAGE 11/DEFINITION	“DESIGN CONSULTANT” shall have the same meaning as successful bidder and with whom the contract agreement has been signed	Consultants involved in engineering design can be the lead member of the consortium if the other member of the consortium satisfies the technical eligibility criteria of clause no 2.2.1 A	Any member of the Consortium can be nominated as the Lead Member by the Consortium members.
3	Pge no. 19/Clause No. 2.1(f) & page No. 17/clause No. 1.2	Period of completion of work 12 calendermonths from date of issue of LOA as per clause No. 2.1 (f) . Period of completion of work as per Clause No. 1.2 is given 4 years	Please clarify the ambiguity between two Clauses referred .	The Comprehensive Design and Architecture as per the scope of work should be completed as per Clause 2.1(f), i.e., 12 months from the date of award of work. However the selected Design Consultant shall be associated with the work till the completion of the Construction Work which is expected

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				in 4 years during which the Design Consultant shall be required to perform services as per the scope of work.
4	Page No. 17/Clause No. 1.2	Completion Period of the Work is 4(Four) years	If the completion of the work extends beyond 4 years, will the suitable remuneration be given to the design consultant for the extended period .	Nothing extra shall be payable to the Consultant whatsoever.
5	Page 20/Clause No. 2.2.1(B)	Financial Turnover of 5 crores	It is suggested that the combined turnover of consortium should fulfill the criteria i.e. 3.5 + 1.5) or (5+1) and request to reduce the financial turnover of Rs. 5 crores	No change. RFP Conditions prevail.
6	Page 20/Clause 2.2.1(A)	Eligibility Criteria	Consider the ongoing projects in minimum eligibility criteria for the participating firms in the tendering process	No change. RFP Conditions prevail.
7	Page No. 84/Clause no. 6.0(iii)	Failure by the design consultant to extend the validity of the performance security .	As work at site is not governed by the design consultant .	No change. RFP Conditions prevail.
8	Page No. 87/Clause no. 18.0	Changes and Additions in design Consultants scope of work	Suitable remuneration should be paid to the design Consultant for addition in scope of work as the contract is in lump sum basis	Please refer to Clause 11.0 & 18 of the RFP Document read in conjunction with Amendment No.1..
9	Page no. 95/Clause No. 34.18	Design consultant is liable to pay a compensation @ 2% of such deviation from BOQ quantity .	As work at is not supervised at site by the design consultant in day to day basis so the variation arises due to site condition should not attributed to the services rendered by the Design Consultant .	Clause stands deleted. Please refer to Amendment No.1
Bidder No.21				

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
1			Request - Please provide CAD format of the site information for all three locations.	The Topographical Survey Report in pdf Format is being uploaded.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification	
Bidder No.22					
1	pg.19	Master Plan & Concept Designs	02 calendar months from date of issue of LOA	We think that minimum 3 Months period must be provided	No change. RFP Conditions prevail.
2	pg.19	A. Technical Criteria Having experience of satisfactorily completing comprehensive Design & Architectural work, in single Work Order, in the last Twelve years (ending previous day of last date...	In the EOI it was 7 Years, what was the concern to change it to 12 Years?	No change. RFP Conditions prevail.	
3	pg.21	The members of the consortium shall enter into a consortium agreement among themselves expressing their intention to act as joint bidders for submission of bid and to enter into contract with HSCC and to carry out all	Kindly accept as attached Annexure 1, A, B.	Evaluation shall be done on the basis of the documents submitted with the bid. No change. RFP Conditions prevail.	

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		the obligation under the contract....		
4	pg.39	Design Consultant will be required to be associated with the project till commissioning as per the terms and conditions of the RFP.	Kindly define the scope and frequency of the visits for the consultant and which key personal will be engaged in the task.	The visit by team of Key Resource Personnel during the Construction Phase shall ordinarily be monthly as per Clause 3.9 Volume I.
5	Pg. N- 48	The bidder should demonstrate the relevant work experiences clearly indicating actual services rendered in Planning of world-class healthcare institutes.	If , accepted point 3 , relevant works of consortium member to be acknowledged. * Only those projects will be mentioned where INI Design Studio (Previously Stantec consulting) was part of the working team.	Evaluation shall be done on the basis of the documents submitted with the bid. The past experience only in the name of the Sole Bidder or in case of the Consortium, the Consortium members shall be considered for evaluation/markng. No change. RFP Conditions prevail.
6	Pg. 46	Achievement of having designed Certified Green Building (for any Health-care Architectural work)	If , accepted point 3 , relevant works of consortium member to be acknowledged. * Only those projects will be mentioned where INI Design Studio (Previously Stantec consulting) was part of the working team.	Evaluation shall be done on the basis of the documents submitted with the bid. The past experience only in the name of the Sole Bidder or in case of the Consortium, the Consortium members shall be considered for evaluation/markng. No change. RFP Conditions prevail.
7	Pg.46	Awards for any Health-care Architectural Projectwork	If , accepted point 3 , relevant works of consortium member to be acknowledged.	No change. RFP Conditions prevail. Evaluation shall be done on the basis

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			* Only those projects will be mentioned where INI Design Studio (Previously Stantec consulting) was part of the working team.	of the documents submitted with the bid. The past experience only in the name of the Sole Bidder or in case of the Consortium, the Consortium members shall be considered for evaluation/markng.
8	pg.21	Experience and financial turnover of sub consultants resources will not be considered for meeting the Qualifying financial/work experience requirements and criteria.	<p>INI Design Studio (Previously Stantec consulting) qualifies for the eligibility as per RFP. Attaches Annexure 2 is the financial statement of INI Design Studio (Previously Stantec consulting)</p> <p>But - If , accepted point 3 , for the purpose of marking financials of the consortium member to be accepted.</p> <p><i>*Stantec is a global design firm and is listed on NYSC and TSX stock exchange. As a part of regulatory requirement Annual Financial Statements are always provided on Stantec’s website. Financial statement as attached in annexure3 .</i></p>	<p>Evaluation shall be done on the basis of the documents submitted with the bid.</p> <p>Only the turnover details as submitted with the bid of the Sole Bidder or in case of the Consortium, the Consortium members shall be considered for evaluation/markng.</p>
9	Pg. No 75	Form T – 1 (c) Format of work Experience Certificate (issued by client)	As per RFP , “ The Certifying authority of the Client Organisation for these qualifying works shall not be below the rank of Executive Engineer for Government works and for Private Works a person holding	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			Power of Attorney/Authorized signatory duly authorized to do so” is required. Hence we request you to eliminate the form T-1 (c).	have been issued by a person duly authorized to issue such a certificate.
7			Kindly provide us the detailed requirement / brief programme for the project.	Indicative details are given. Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume III) which are selfexplanatory.
8			Kindly provide us the required drawing files and relevant data.	Please refer to Volume III of the RFP Document.
			Please clarify the mode and method of submission. Whether we have to do the online submission or hard-copy submission – or Both Online as well as hard copy submission.	The bids should be submitted physically in hard copy before the due date and time for the submission of the bids.
9			We request you to give atleast 4 days span for uploading the document after the payment is done if it is an online submission.	Not applicable as there is no requirement of online submission of bids.
Bidder No.23				

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
1	Cl 2.1, Pg 19	Period of completion	We understand the timelines are very aggressive and we suggest you to reconsider the timelines for success of the assignment. We request you to reconsider the timeline to complete 'Master plan & Concept Designs' which we believe is too short.	No change. RFP Conditions prevail. Please also refer provisions of Clause 7.0 (Volume III) as amended vide Amendment No.1.
2	-	Timelines for approval	We request you to kindly specify indicative timelines for statutory and any other approvals at every stage. Such information would be required to facilitate preparation of detailed schedule and resource planning by the bidders.	The appointed Design Consultant shall be responsible providing all the necessary drawings/details for obtaining the Statutory Clearances in accordance with the norms/guidelines etc. These activities can happen concurrently with the subsequent activities. Please also refer to Amendment No.1.
3	Cl 2.2, Pg 19 to 21	Eligibility to bid	To meet eligibility criteria, we request you to kindly allow wholly owned subsidiary (registered in India) of an international company to claim its group company credentials. This would encourage international firms, registered in India, bring their global credentials in terms of experience to the	The experience of the Group Company will not be considered. A Bidder can form a consortium with its Group Company/ Subsidiary/ Sister Concern/ JV/ Holding Company/ Parent Company to claim their credentials in terms of the provisions of the RFP document.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			assignment.	Foreign bidder can bid using their own credentials and authorize their legal entity in India to execute the contract for & on their behalf. In such a case, the contractual obligation shall remain with the foreign bidder. A MoU between the foreign bidder and their Indian legal entity authorizing the Indian Legal Entity to sign and execute the contract for and on their behalf shall be required to be submitted by the foreign bidder.
4	Cl 4.2, Pg 45 to 48	Technical Evaluation Criteria	<p>For evaluation of bids, we request you to kindly allow wholly owned subsidiary (registered in India) of a international company to claim its group company credentials.</p> <p>This would encourage international firms, registered in India, bring their international credentials in terms of experience to the assignment.</p>	<p>A wholly owned subsidiary (registered in India) of a International Company cannot claim its Group Company credentials.</p> <p>A Bidder can form a consortium with its Group Company/ Subsidiary/ Sister Concern/ JV/ Holding Company/ Parent Company to claim their credentials in terms of the provisions of the RFP document.</p> <p>Foreign bidder can bid using their own credentials and authorize their legal entity in India to execute the contract</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				for & on their behalf. In such a case, the contractual obligation shall remain with the foreign bidder. A MoU between the foreign bidder and their Indian legal entity authorizing the Indian Legal Entity to sign and execute the contract for and on their behalf shall be required to be submitted by the foreign bidder.
5	Cl 2.2.1 (A) Note: bullet point 2, Pg 21	The completion certificate of the work(s) issued by the client shall be submitted along with RFP document by the bidder. (Form T-1C)	We request you to consider completion certificate not in a particular format (Form T1-C). As such certificate maybe issued in the past and obtaining a new certificate in a particular format from clients located in different parts of the world in a limited period of time may not be possible. Along with client certificate, form T1-C can be provided with firm's self-attestation.	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
6	Cl 2.2.1 Note: bullet point 3, Pg 21	Bidders shall enclose copies of letters of Award for the works duly certified ... These shall be duly authenticated.	We request you to waive off enclosing copies of letters of Award in case a completion certificate is submitted of the experience claimed. In case of letter of Award to be submitted, please clarify the authentication process.	Copies of letter of Award/Work Order are required to verify the scope of the work awarded under a single contract. Hence the same should be submitted with the bid. HSCC reserves the right to verify the authenticity from the Issuing

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				Authority/any other source.
7	Cl 2.2.1, Note - bullet point 7, Pg 20	The bidder must have past experience of executing similar nature of work as a single firm or as a member of consortium. In case past experience of the bidder is as a member of consortium, the bidder should have been involved in that consortium as the Architect in that past experience.	Regardless of contractual model (in this case comprehensive design including architecture and engineering design) chosen, this assignment will have a substantial engineering design component to it. We request to also consider past experience of a firm in engineering design in eligible projects.	No change. RFP Conditions prevail.
8	Cl 2.2.1, Note - bullet point 5, Pg 20	Scope of similar nature of works of comprehensive architecture and design in above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying	Contractual models (separate architect and engineers/ comprehensive architect and engineer consultant) may differ with different clients in different geographies. Consultants have to align themselves for the chosen model by the Clients. For evaluation purpose, only the services delivered which are (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying, not necessarily in a single contract, should be considered not the contractual model of the past experience.	No change. RFP Conditions prevail.
9	Cl 4.5, Pg 51	Final Ranking	We request you to please consider World Bank guidelines in this regard and consider	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		QCBS – 70% technical weight and 30% financial weight	allocating technical weight to 80% and 20% financial weight.	
10	Cl 7, Pg 111	Payment Schedule	We believe majority of the consultant's services will be completed at the end of deliverable KD-4. We request 80% of the payments to be payable by the end of KD-4.	Payment Schedule has been amended. Please refer to Amendment No.1
11	Cl 6.3.8, pg 110 Cl 6.5.4, Pg 110	Deliverable KD-3 Cl 6.3.8 Prepare and submit Good For Construction Drawings duly vetted by IIT/ NIT. Deliverable KD-5 Cl 6.5.4 Preparation of good for construction drawings & submission of 6 sets of drawings along with the soft copy sufficient to facilitate execution of work on site.	Good for construction drawings are part of two different deliverables. Kindly correct the same.	Clause 6.3.8 refers to the submission of Good for Construction Structural drawings/designs duly vetted by IIT/NIT. Clause 6.5.4 refers to submission of all drawings including Structural Drawings for onward issue to the respective Contractors.
12	Cl 5.2, Pg 83	Liability of the Design Consultant	We request you to limit the absolute liability of the design consultant to the value of the assignment.	Please refer to Amendment no.1.
13	-	Architect on record	For Pvt. Ltd. firms not allowed to be	It is clarified that an Architect of the Design Consultant should either be

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			registered with Council of Architecture, we request a sub-consultant, an architect registered with Council of Architecture be allowed.	registered with the Council of Architecture or should be a person authorized under Section 37.1.(b) of the Architects Act 1972.
14	Cl 2.4.1 v., Pg 22	Consortium to have maximum of TWO member only	For an assignment of such complexity and requirement of multi-disciplinary resources, please allow member in a consortium be increased to THREE.	No change. RFP Conditions prevail.
Bidder No.24				
1	2.2.1. (A)	Technical Eligibility	In case of a consortium, is it adequate if any one member fulfils the technical criteria? In such a case, can the team that does not fulfil technical eligibility become the lead member?	In case of a Consortium, the minimum eligibility Technical Criteria should be met by any one of the members of the Consortium individually. The members of the consortium can nominate either one of them as the Lead Member of Consortium.
2	1.2	Last date of submission of queries	Please confirm that there is no change to the last date of submission of queries, i.e: 16.08.2016	No change. RFP Conditions prevail. However the prospective bidders are advised to submit their queries at the earliest possible.
Bidder No.25				
1.	Pg.No 23/	All the members of the Consortium shall be jointly and severally liable for the	We have already established that the lead member will be responsible for the entire	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
	2.4.1/ iv	execution of the Project	project through completion. For this clause, we suggest using “All the members of the Consortium shall be jointly and severally liable for the execution of the Project limited to their scope of work.”	
2.	Pg No 24/ 2.6.3	The Bidder is required to submit certificate of completion of assignment issued by the respective Client Organisation as a proof of meeting the Eligibility Criteria stipulated under clause 2.2. Self-Certification by the firms for their works shall not be considered for prequalification. Form T-1(C) to be used for this purpose.	For work done outside of India, it would be difficult to obtain “Completion Certificates” exactly as listed in Form T-1(c). We request you to allow other forms of evidence such as; Work Order for the project, Letter from Client on successful completion of works.	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
3.	Pg No 26/ 2.6.7	The Bid Security will be in the form of a Bank Guarantee from a Scheduled Commercial Bank in India.	For International firms, can the Bid Security be issued by a Foreign Bank?	RFP Conditions as amended vide Amendment No.1 prevail. The Bid Security bank guarantee should be issued by a Scheduled Commercial Bank based in India
4.	Pg 32 / 2.8.2/ ii)	The Successful Bidder shall submit Performance Security within a period of 15 days from the date of issue of the Letter of Award.	Can the performance Guarantee be issued by a Foreign Bank? In that case the issue of Performance Security will take longer than 15 days.	No Change. RFP Conditions prevail. The Performance Security bank guarantee should be issued by a Scheduled Commercial Bank based in India.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
5.	Pg 39/ 3.3	Deliverables and Timelines	The timelines mentioned in this section are aggressive. We would request you to relook at the timeline in order to do justice to the design of AIIMS.	Please refer provisions of Clause 7.0 (Volume III) as amended vide Amendment No.1.
6.	Pg 40/ 3.5	Performance Security	The performance security is typically used for Contractors. This also a substantial amount to be submitted upfront. Our request would be either to completely eliminate this clause. Alternatively, this can be prorated. HSCC may retain 5% of the total amount paid to the Design Consultant as Performance Security. The Consultant can claim this amount at the end of the project after having successfully completed all deliverables.	No Change. RFP Conditions prevail.
7.	Pg 41/ 3.12	Ownership of the Designs and Drawings: The Design Consultant shall not use or allow anyone to use these drawings, designs, documents and software during and after the execution of this contract without the prior written permission of HSCC and any such act without the permission of HSCC shall constitute violation of Intellectual Property Rights.	We would request that the Design Consultant shall be allowed to use design and drawings with prior permission of HSCC to be published in marketing brochures, client presentations, academic publications, etc. as may be required for purely purpose of marketing and academics. These designs will not be replicated in any form on other projects.	The Design Consultant may use the Design/Drawings in Marketing Brochures/Client Presentations/Academic Publications - purely for the purpose of marketing/academics - with prior approval of HSCC.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
8.	Pg 49/ 4.5	Bid Evaluation: Presentation to the evaluation committee	What is the estimated time period between opening of bids and invitation for presentation to the evaluation committee?	It is anticipated that the eligible bidders would be invited for making presentations to the Evaluation Committee within three to four weeks from the last date of submission of Bids.
9.	Pg 49/ 18.0	Changes and Additions in Design Consultant's Scope of Work HSCC shall have the right to request Design Consultant, in writing, to make any changes, modifications, and/or additions to Design Consultant's Scope of Work as defined in the RFP. Design Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums etc. without any additional payment from HSCC.	We understand that because of the aggressive timelines, there will not be any drastic design changes requested by HSCC or MoHFW. However in the event, that there is such an eventuality, the Design Consultant shall be duly compensated for additional/ abortive work.	No drastic changes are envisaged after the approval of the concept plans subject to the plans conforming to the fitness for purpose and within the estimated cost.
10.	Pg 102/ 3	Project Cost	Please confirm that the total estimated project does not include cost of medical equipment.	The estimated cost of the Project as indicated in the documents does not include the cost of medical equipment.
11.	Pg 103/ 4.1	Area: Hospital with basement including its Services is 1,31,00 sqm	Please confirm the total area for the Hospital with basement including its Services is 1,31,000sqm.	The area of the Hospital with basement including its services may be read as "131,000 sqm" in lieu of "131,00sqm".

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				Please refer to Amendment No.1.
12.	Pg 103/ 4.2	Indicative details of various facilities	<ol style="list-style-type: none"> 1. Are all acute care beds anticipated for the teaching hospital to be in a ward setting? 2. Are the rooms in the Guest House anticipated to be Suites, Single occupancy to cater to any specific clientele e.g. high ranking officers and office bearers in the government? 3. Are any Single Occupancy, Suite rooms to be provided in the main hospital building? 	Indicative details are given. Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume III) which are self explanatory. The proposed design should comply to Fitness for purpose.
13.	Pg 103/ 4.2.11	Night Shelter/Patient Guest House	Kindly provide the capacity and area statement for the Night Shelter/Patient Guest House.	
14.	Pg 103/ 4.2.11	Resident & Interns' Hostels	Resident & Interns' Hostels are to be provided according to MCI, but are missing in the document. Kindly confirm.	
15.	Pg 104/ 4.2.13	Residential Areas	Please provide the break up for the 178 dwellings mentioned in the document viz. Type 1-6.	
16.	Pg 104/ 4.2.15	Other facilities	Please specify the area statement required for functions listed under " Other facilities"	

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
Bidder No.26				
1	24/2.6.3_k	Form T-1(B), Details of Healthcare Projects completed in the Last Twelve Yearsmeeting the eligibility criteria as per Clause 2.2, with certificate issued by client asper Form T-1(C) for each work.	Apart from eligibility criteria, is mandatory for all similar projects of last 12 year is required in same format “Form T-1(C)” ?	Marking shall be done only for Projects for which the Certificate issued by the client is submitted along with the Bid provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
2	39/3.3_3	Working/Detailed Drawings,Tender Documents, GFCDrawings- 12 calendar months from date of issue of LOA	6 months for the completion of the design and Tender Package is too short for such scale of the project. As per the international practice it should be at least 9 month.	No Change. RFP Conditions prevail. Please also refer to Amendment No.1.
3	39/3.3	Drawingsshall be prepared on CAD.	Is the bidder is free to use any software platform like AutoCAD or Revit/BIM?	CAD is Computer Aided Design and is not a proprietary resource. The Design Consultant may use any software of their choice. However, the drawings shall be submitted to HSCC in AutoCAD format also.
4	40/3.6	Sub-contracting The Design Consultant shall not subcontract whole of the work. The Design Consultant shall not subcontract any part of the work without notifying	Can MEP/ Structural/ other consultants be the sub consultant?	Yes, the Design Consultant can outsource the MEP/Structural work. However, the Architecture Work cannot be outsourced. Please refer to the amended provisions

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		and obtaining prior approval from HSCC.		of Clause 3.6 (Volume I) which is self explanatory. Please also refer to Amendment no.1 for amended provisions of Clause 34.11, 34.12 & 34.13.
5	-		Can one company form two or more consortium to Bid for all three projects? ie with a different international architect etc. for each project	No bidder either individually or as part of a Consortium shall submit more than one proposal for the same Project. Bidders may form different Consortiums for different Projects. A Bidder applying either individually or as part of a Consortium shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be, for the same Project. For the purpose of this clarification, a Project is AIIMS at a particular Location.
6	40/3.7 vs 110/6.3.8	Proof Checking HSCC shall get the Structural designs & drawings vetted from Indian Institute of Technology/National Institute of Technology as may be approved by	Only Structure drawings will be vetted from IIT/NIT by HSCC, rest of Drawings not needed to do same.	Please refer to amendment no.1 regarding Clause 3.7 (Volume I). The Structural Designs and Drawings are to be got proof checked/vetted from an Indian Institute of Technology

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		HSCC. Prepare and submit Good For Construction Drawings duly vetted by IIT/NIT.		(IIT) or a National Institute of Technology (NIT) approved by HSCC.
7	41/3.9	Bidder may consider a minimum of 30 visits to be made to the site during the construction stage, normally at monthly intervals or as may be required. In case the number of visits exceeds 30 then the travel expenses by economy class and boarding expenses will be reimbursed on actuals.	max. numbers of visiting members allowed to reimbursement not mentioned.	In case the number of visits exceeds 30, further visits shall only be taken after approval/concurrence of HSCC. The composition of the team shall depend on the requirements of the work.
8	41/3.11	Quality Assurance the international best practices and as a minimum conform to processes as defined in ISO 9001: 2015- "Quality Management System-Requirements".	Have to maintain quality but -not mandatory to obtain such ISO certification.	Clause 3.11 is self-explanatory.
9			Though not found mention of the following scope, we assume the following is excluded from the scope	
9.1			Full time representative on site	No full time representative at site is envisaged.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
9.2			Bill Checking of the contractor of the executed work	The bill checking of the Contractor(s) is not in the scope of the work of the Design Consultant.
9.3			Negotiation with Contractors during the tender stage	Not in the scope of the Design Consultant
9.4	110/6.6.2	Submit 4 sets of the 'as built' drawings, along with a soft copy, after completion of works.	As-Built Drawings will be prepared by Contractor & approved by bidder consultant	Please refer to Amendment No.1.
9.5			Post completion changes as per the users requirement	No change. RFP conditions prevail
9.6			DLP period Site visits, if required.	The number of Site Visits has been detailed in the RFP Document and also clarified elsewhere in these replies.
10	20/2.2.1_A-Note:	Scope of similar nature of works for comprehensive architecture and design in above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying	Most of Architectural Consultant in other countries not supposed to take MEP , Structure work under their work. So it should be exempted to find good consultant for the project.	RFP Conditions prevail.
Bidder No.27				
1.	Page 20 Clause Clause 2.2.1 A	Note: Bullet 5 Scope of similar nature of works for comprehensive architecture and design	We request you to please modify this clause as follows: Scope of similar nature of works for	No Change. RFP Conditions prevail. Please also refer to Amendment No.1.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		in above works should necessarily include (1) Architecture (2) Structure (3) MEP (4) Quantity Surveying	comprehensive architecture and design in above works should necessarily include Architecture / (1) Structure (2) MEP (3) Quantity Surveying	
2.	Page 20 Clause 2.2.1 A	Note: last bullet The bidder is required to submit certificate of completion of assignment issued by the respective Client as a proof of meeting the above qualifying criteria. Own Certification of their works by the bidders shall not be considered for prequalification. This certificate should be as per Form T-1C.	The clients generally do not give the revised certificates on different formats. Please allow the consultants to submit the completion certificates in the client's formats	Certificate in Form T-1(C) is desirable. However, a Certificate issued by the client shall be acceptable provided it has all the requisite data as sought in Form T-1(C). The certificate should have been issued by a person duly authorized to issue such a certificate.
3.	Page 20, 21 Clause 2.2.1 B	Financial Criteria Bidders should have average annual financial turnover, from consultancy assignments, of Rs. 5.0 crores (or equivalent US dollars as per exchange rate on the previous day to the last date of submission of bid) in immediate proceeding three financial years as applicable.	We request you to increase the minimum turnover from Rs. 5 crore to Rs. 50 crore for such scale of project	No Change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
4.	Page 39 Clause 3.4.1	Fee for Engagement No extra cost shall be admissible for any modification in design as per site requirement or HSCC requirement. No variation in contract price shall be admissible whatsoever may be the reason.	We propose the fee for any rework on account of any modification in design as per site requirement or HSCC requirement has to be paid extra on the mutually agreed rates. Please also modify the clause number 18 of the agreement at page 87	Please refer to Amendment No.1 for amended provisions regarding Clause 18 of Volume II. Any variation to attain Fitness for Purpose shall be met by the Consultant at their own cost.
5.	Page 90,91 Clause 24.1	Dispute Resolution Sole arbitrator appointed by CMD HSCC	It is proposed that the disputes to be decided by arbitration by three Arbitrators, one to be appointed by each party to the dispute or difference and to a third Arbitrator to be appointed by the two Arbitrators in writing before taking upon themselves the burden of arbitration.	Arbitration shall be carried out as per the provisions of Arbitration and Conciliation Act, 1996 with updated amendments including Amendment of 2015..
6.	Page 110, 111 Clause 7	Time and Payment Schedule	Till the completion of stage KD3, Tender documents working & GFC drawings, 70% of the consultants work is over, whereas a payment of 52% is released up to this stage. Please modify the payment terms and allow 70% payment up to KD3 stage.	Payment Schedule has been amended. Please refer to Amendment No.1 for details.
Bidder No.28				
1	3	Earnest Money Deposit (Bid security) of INR. 10 Lakhs	Any chance of reducing bid security amount	No Change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
Bidder No.29				
1	General Query		Is there a maximum cap/limit on overall fee for bidding?	No.
2	General Query		Which one of the 3 projects is likely to commence first and what is the sequence of all 3 AIIMS Projects?	All the three projects are likely to be taken up simultaneously.
3	General Query		Does the area mentioned for different type of buildings includes their respective parking area?	The areas mentioned do not include the parking area.
4	General Query		Will there be any appointment of MoEF/SEIACC/Green Building Consultants by HSCC ?	The Design Consultant should have experts to cater to the requirements of MoEF/SEIACC/Green Building Norms.
5	21, Clause No 2.2. Last but 2nd paragraph	Bids are being invited separately for two more.....	If one firm / consortium submits 3 different RFP for all 3 locations then is it possible for a single firm / consortium to win all 3 projects?	Based on the evaluation as per the tender conditions, a bidder may be eligible to be selected for one or more locations. It is further clarified that the bidders may submit their bids for one or more locations subject to the bidders proposing a distinct team of Key Resource Personnel for each location.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
6	22, Clause No 2.4, ii	Duly notarized copy of consortium agreement shall be -----	Does the signed document between consortium members have to be a legal document?	Yes. A legally valid consortium agreement should be submitted along with the Bid.
7	40, clause No 3.6	Sub-Contracting	Is it allowed to do a Sub contract of specialist items like Kitchen, Laundry and IT Networking (Only Active side)	The Design Consultant may outsource specialized items like Kitchen, Laundry, IT/Networking etc. to domain specialist/agencies under provisions of the RFP document. Please also refer to amended provisions of Clause 3.6 Volume I, Clause 34.11, 34.12 & 34.13 (Volume II) as per Amendment No.1.However, the Design Consultant shall be responsible for the correctness and accuracy of designs, drawings and other deliverables prepared.
8	41, Clause No 3.9 2nd Paragraph	Reg 30 Site Visits	Will each member's visit be construed as 1 site visit or a team consisting of different discipline members visiting site will be construed as 1 visit?	A site visit by the team comprising the Key Resource Personnel shall be construed as one visit.
9	41, Clause No 3.10	Reg i.Site Survey/Topographical Plan ii. Soil investigation report	Require both the soft copies. Site survey in ACAD format.	The indicative topographical survey and geo-technical investigation report is uploaded in .pdf format. These reports are for guidance only.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
				However, the Design Consultant may get done the soil investigation or any other investigation as they may require at their own costs through their own agencies. Please also refer to amendment no.1.
10	53, Clause No 8	Use of design by HSCC at any other site	This requires more clarity , as this may be objectionable by design consultants point of view, as using one project design for some other site.	Para 8 of Form of Bid stands deleted. Please refer to Amendment No.1. It is clarified that the Design shall not be used in a Project at any other location.
11	85, Clause No 11 3rd Paragraph	Variation Clause - HSCC reserves the right to reduce the facilities----- -	What will be the basis for determination on pro rate (rate /sq.ft) either for reduction/increase in built up area for different type of buildings. (Hospital College, Residential category)	The agreed fee shall be divided by total proposed area to arrive at pro-rata fee to be used for determining the reduction/additional payment to be made in case of reduction/increase in facilities.
12	87, Clause No 18	Changes and Additions in Design Consultant's Scope of work.	We understand that there will not be any changes /modifications from HSCC after a formal 'SIGN-OFF' on the drawings after each stage. Any changes after a formal "SIGN OFF" will have implications both in timelines as well in the fee of the overall project.	No Change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
13	103, Clause No 4.1	Hospital with basement including its services area is 1,31,00 Sq.m	Looks like this is typo error. The area should be 1,31,000sq.m. Pl confirm.	The tentative area of the hospital may be read as 131,000 sqm in lieu of 131,00sqm. Please refer to Amendment No.1.
14	103, Clause No 4.2	Indicative details	Need more clarity on U.G & P.G Hostels.	Indicative details are given. Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume III) which are self explanatory.
Bidder No.30				
AO1	2.4.1 (P22)	Norms for JV/ consortium	Can the Indian partner take overall liability after the conceptual design stage? Foreign firms have problems with insurance, with clauses such as these.	No Change. RFP Conditions prevail.
AO2	2.6.16 (P29)	Power of Attorney	For a foreign company, at this stage please permit them to issue a power of attorney that is validated by their Attorney/lawyer on plain paper. It is a legal document nonetheless.	No Change. RFP Conditions prevail.
AO3	11.0 (P85)	Variation Clause	Kindly consider that extra fee may be paid if extra area is constructed. This is fair because the clause states that if the are	RFP Conditions as amended vide Amendment no.1 prevail. Any variation to attain Fitness for

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			constructed is less than that mentioned, then fee will be deducted for the same.	Purpose shall be met by the Consultant at their own cost.
AO4	27.0 (P92)	Independent Audit	<p>What is the nature of these audits?</p> <p>What type of documentation might be required which is over and above standard documentation by an architect/designer?</p>	<p>The Design Consultant shall be responsible and liable for all statutory technical audits at no extra costs as required under the law/guidelines/norms.</p> <p>Please also refer to Amendment No.1.</p>
Bidder No.31				
A	<p>Defining the Standard of Care– Design professionals have a responsibility to perform their services in accordance with the “Standard of Care”, that is, in a manner consistent with the degree of skill and care ordinarily exercised by members of the design profession for projects of similar type in the same locale. The Standard of Care recognizes that the work of the design professional is not expected to be perfect. The design professional’s liability insurance provides coverage for damages suffered by the Owner or a third party, but only to the extent it can be shown those damages were caused by the design professional’s negligence – the failure to meet that Standard of Care. Professional liability insurance does not provide coverage for claims that seek to impose a heightened standard of care to the designer’s services. HSCC’s form of agreement contains various provisions which would impose a heightened standard of care and impose financial penalties which may apply even in circumstances in which the design professional is performing in accordance with the Standard of Care. Some examples of these provisions in Volume II below:</p>			This is assumed to be a statement by the bidder.
A1	Page 83/ Clause No. 5.1	Guarantees and Liabilities – this clause indicates that the design professional “guarantees that the Services ... shall be	This implies a standard of perfection that is not achievable in a professional services contract and is not insurable. We would	Please refer to amendment no.1 for the revised provisions pertaining to Clause

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		free from defects”.	propose replacing the word “guarantees” in that section with “represents” or “covenants”. In 5.2, we propose inserting “within the Standard of Care” after “Agreement”, and also replace “default” in that section with “negligence”.	5.1.
A2	Page 85 / Clause No. 9.0	Liquidated Damages – this clause levies a penalty on the design professional if it is unable to adhere to the schedule.	The design professional has an obligation to endeavor to adhere to the schedule, however circumstances may arise that are not covered by Paragraph 10.0, Extension of Time, but which are not the result of the design professional’s negligent performance. For this reason, and also because liquidated damages can be arbitrary amounts not substantiated by actual damages to the Owner, this provision is not insurable. Liquidated damages provisions are commonly found in construction agreements. They are not, however, the norm for design professionals. See also, the “time is of the essence section at 22.2.4. While we would, of course, anticipate terms which require timely performance consistent with the Standard of Care, it is essential that the contract terms do not place arbitrary deadlines ahead of the cautious and prudent exercise of professional care.	RFP Conditions prevail
A3	Page 86 /	Indemnity – these clauses require the	Indemnity provisions must be negligence	Please refer to Amendment No.1.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
	Clause No.13.0 and Page. 96 / Clause No. 34.17	design professional to indemnify the Owner “against any claims or liabilities ... arising out of or in consequence of the performance of this Agreement.”	based; that is, the duty to indemnify under professional liability policies is only triggered by the design professional’s negligence. The indemnification provision in this contract would apply even when the design professional has performed in accordance with the Standard of Care and is therefore not insurable.	
A4	Page 96 / Clause No. 34.18	Estimate – this clause levies a penalty if the final cost deviates by more than 10% of the estimate prepared by the design professional.	The design professional has an obligation to endeavor to provide a reliable estimate for the cost of the work in accordance with the Standard of Care, but cannot guarantee its estimate because of the numerous factors which impact the final cost and which are not in its control, including bidding conditions or market fluctuations. This clause is non-insurable; however, it would be reasonable to require the design professional to re-design at its own expense if the final tender exceeds the estimate by more than 10%.	Clause stands deleted. Please refer to Amendment No.1
A5	Page 96 / Clause No. 34.19	Omissions – this clause levies a penalty if “certain essential items ... are missing.”	If the design professional has been negligent in its work resulting in excessive omissions, professional liability insurance will cover the damages suffered by the Owner. However, as noted above, the Standard of Care does not require perfection. The work of the design professional is not guaranteed to be perfect	Clause stands deleted. Please refer to Amendment No.1

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			and omissions or errors that are within the Standard of Care are not covered by insurance. The Owner should budget for an appropriate level of errors and omissions as part of a design contingency carried throughout the project.	
A6	Page No. 82 / Clause No. 4.0	Drawings and Documents – transfers copyright to the Owner, and entitles the Owner to reuse these documents on other projects without the permission or participation of the design professional.	This may impose uninsurable risks on the design professional, and we would seek necessary protections from claims against the design professional for reuse or modification of documents by anyone other than the design professional.	The Design(s) shall not be used in a Project at any other location.
B	Liability Concerns – Volume I			
B1	Page No. 21 / Clause No. 2.4.1	Norms for the Consortium – this provision states that “both members of consortium shall be jointly and severally liable for the execution of the Project.”	Depending on how responsibilities are distributed among the members of the consortium, and how the consortium is structured, this provision may be inappropriate to the performance of the work. For example, the consortium may assign design/planning responsibilities to one member and construction documents/construction observation responsibilities to the other. In this circumstance it would be inappropriate for the design/planning member of the consortium to assume responsibility and liability for the technical performance of the work	No change. RFP conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
C			<p>Insurance Coverage - On projects of this size and complexity, many Owners procure Project Specific Liability Insurance to protect their interests. This practice has proven to be beneficial to Owners. We recommend that HSCC consider this option and, if selected, would coordinate with our brokers to explore appropriate coverage levels and options.</p>	<p>The Design Consultant shall take out, carry and maintain insurance in accordance with Clause 12 of Volume II of the RFP Document.</p>
D	<p>Terms of Compensation – We seek to ensure the terms of the project Agreement contain fair and balanced terms of compensation, and that the parties’ expectations are understood.</p>			
D1	Page No. 110 / Clause No. 7.0	Payment schedule	<p>The payment schedule contained in the RFP is not consistent with the manner in which design professionals expend labor to perform their work. This imposes a substantial delay in payment to the design professional for a significant percentage of its pre-construction services, and imposes unreasonable risk on the design professional in the event that the project is cancelled or suspended. We recommend that HSCC adjust the payment schedule to make payment to the design professional of 85% of the total fee prior to start of construction.</p>	<p>Payment schedule stands amended. Please refer to Amendment No.1.</p>
D2	Page No. 89 / Clause No. 22.1	Suspension - the Owner makes a subjective determination of the amount to pay, and “such determination shall be	<p>Certain provisions of the form of agreement, Volume II, allow for one party to decide questions of payment, while the</p>	<p>RFP conditions prevail.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		binding on the Design Consultant.”	other party would have no opportunity to seek an impartial review and adjudication of these decisions. We request the opportunity to propose language that will provide an objective basis for payment terms and also ensure both parties’ rights are protected should a dispute arise.	
E	Scope Definition- It is essential that the parties have a shared understanding of the project scope, both at the project’s inception and as it evolves.			
E1	Page No. 85 / Clause No. 11.0 and Page No.87 / Clause No. 18.0	Volume II, Paragraph 11.0 indicates that the design professional may be obligated to design a larger project than programmed. Paragraph 18.0 requires the design professional to make changes to the work “without any additional payment from HSCC.”	These provisions impose an undefined burden on the design professional, and we request the opportunity to propose language that will provide reasonable fee adjustment in the event of Owner requested changes.	Clause 11.0 (Volume II) and Clause 18 (Volume II) as amended vide Amendment No.1 are self explanatory. Any variation to attain Fitness for Purpose as per scope mentioned in the RFP document shall be met by the Consultant at their own cost.
F	Dispute Resolution			
F1	Page No. 96 / Clause No. 34.19	The detailed estimate prepared by the Design Consultant for call of tender should be complete in all respect to achieve the completion of project as conceptualized. However, in case during execution of works it is observed that a certain essential items which are required to complete the work as conceptualized, are missing which force HSCC to get them executed through	It is also important the terms of the agreement allow for both parties to seek adjudication of disputes and review of determinations in an impartial venue.	Clause stands deleted. Please refer to Amendment No.1

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		extra item to executing agency or through separate work order / agreement, then the compensation @ 5% of cost of such missing items shall be levied on the Design Consultant. The decision of HSCC with respect to missing items shall be final and binding on the Design Consultant. The maximum compensation payable on this account will be 10% of the total fee payable to the Design Consultant.		
1	Volume I, paragraph 2.4.1, p. 22		Norms for the Consortium – this provision states that “both members of consortium shall be jointly and severally liable for the execution of the Project.” Depending on how responsibilities are distributed among the members of the Consortium, this provision may be uninsurable and inappropriate to the performance of the work. For example, the consortium may assign design/planning responsibilities to one member and construction documents/construction observation responsibilities to the other. In this circumstance it would be inappropriate for the design/planning member of the consortium to assume responsibility and liability for the technical performance of the work. We would propose to delete this provision.	RFP Conditions Prevail.
	Volume II 1, 5, 22, 34		Subject : Standard of Care 1.15 (New Section) - It is essential to define an appropriate standard of care in any professional	The Design Consultant is expected to perform services as per Standard of Fitness for Purpose.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>services agreement, so that the parties have a full understanding of the services the Design Consultant will provide. We propose defining the standard of care at the outset of the Agreement, using the following standard definition, set forth as a new paragraph in the first Section - Definitions.</p> <p>“Standard of Care.” The Design Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Design Consultants practicing in the same or similar locality under the same or similar circumstances. The Design Consultant makes no other representations or warranties, whether express or implied, with respect to the services rendered hereunder.</p> <p>(See also, 5.1, “in accordance with sound and established engineering practices”; and 34.9.)</p> <p>5.1 - Terms which elevate the standard of care threaten the insurability of the agreement. Such terms include “guarantee”. We propose replacing the word “guarantees” with “represents”. We also seek to replace “free from defects and suitable for respective uses intended” with “in all respects consistent with the Standard of Care”.</p> <p>22.2.4 - “Time is of the essence” provisions, such as that found in at Section 22.2.4, can also elevate the standard of care. While terms which</p>	

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>require timely performance consistent with the Standard of Care, it is essential that contract terms do not place arbitrary deadlines ahead of the cautious and prudent exercise of professional care. We propose inserting “subject to the Standard of Care” at the end of this section.</p> <p>34 - The standard of care must be properly defined according to industry standards, and provisions requiring compliance with all laws, codes, etc., should be explicitly subject to the appropriate standard of care. See, for example, 34.3 and 34.13.</p>	
2	Ownership of Intellectual Property	4, 7	<p>It is commercially reasonable that an ownership license is conveyed upon payment for services rendered. These terms are set forth in Section 4. We propose to insert “, upon payment of all sums due and owing” after “shall” in line 1 in that section, and also after “may” in line 2 of Section 7.1. We would also like to clarify the extent to which electronic drawings can be relied upon for future use. If the Owner subsequently modifies or changes drawings or other intellectual property we have created, we seek to be indemnified for any claim arising from such changes in which we as the Design Consultant are not involved.</p> <p>The term “Works” is referenced, but not defined within the agreement. We seek to clarify the meaning of that term by including the following definition in Section 1.</p>	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>“Works” - The term “Works” as used herein shall mean all drawings, designs, specifications, plans, details, estimates and other intellectual property created or prepared by the Design Consultant in connection with the Project.</p> <p>New provisions - We seek to insert the following provisions in 4.0:</p> <p>4.2 - Any intellectual property of the Design Consultant which is already in existence at the time of this agreement is signed, which may be shared with the Owner during the performance of the work under this agreement, shall remain the intellectual property of the Design Consultant.</p> <p>4.3 - In the event the Owner uses the Works without retaining the author of the Works, the Owner releases the Design Consultant and its consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Works and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Works under this Section.</p>	

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
3	Dispute Resolution	10, 24	<p>There are a number of provisions within this agreement which allow for determination of disputes by a single party, without ensuring each party has the right to full adjudication of the dispute before a neutral panel. Section 10, which follows, is one example within the agreement.</p> <p>10 – In this section, we seek to insert the following at the end of the first sentence: “subject to right to review pursuant to the terms of Dispute Resolution set forth in Section 24 herein.”</p> <p>24 - We seek to ensure that dispute resolution provisions afford each party a right to have disputes fully adjudicated in a neutral venue. This is essential for several reasons, and benefits both parties. We also seek to clarify the terms of this section to ensure a clearly delineated and mutually understood dispute resolution process is in place before the contract is executed.</p> <p>24.1 - We seek to revise the terms of arbitration so that arbitration is before a panel of three, arbitrators, and that the arbitrators are mutually selected by the parties. We seek to ensure the language of arbitration is English, and that to the fullest extent permitted by law, the proceedings are private and confidential. Arbitrations should be in accordance with the provisions of institutional arbitration, which tends to be more efficient. We recommend the Singapore International Arbitration Centre.</p>	RFP Conditions prevail. Please refer to Clause 24.0 of Volume II of the RFP document.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
4	Volume II 5, 9, 13, 34		<p>Sub.:Insurability/Liability Considerations</p> <p>It is in both parties' interest for the full agreement to be insurable, so that both the Design Consultant and Owner are able to avail themselves of the protection of insurance.</p> <p>5.2 - Indemnity obligations. We seek to align indemnity provisions in this contract to international industry standards for design consultant. Indemnities must be negligence based to be insurable. In Section 5.2, we seek insert "negligent" before "performance" in line 1 and "default" in line 3.</p> <p>13.1 -In this section, we seek to insert "the Design Consultant's" before "performance". We also seek to delete 13.3, to be consistent with the provisions in this agreement.</p> <p>34.17 - We seek to delete this provision. It is not consistent with other provisions, and would create indemnity obligations beyond what is insurable or consistent with international industry standards for design professionals. Alternatively, we would insert "to the extent caused by the Design Consultant's negligence" at the end of this section.</p>	Please refer to Amendment no.1 regarding amended provisions of Clause 5,9,13 and 34.17.
			Liquidated Damages provisions – Section 9.0 authorizes the imposition of liquidated damages for a party's failure to comply with the schedule. This provision levies a penalty against the Design Consultant if it is unable to adhere to the schedule. The Design Consultant has an obligation to endeavor to adhere to the schedule,	RFP conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>however circumstances may arise that are not covered by Paragraph 10.0, Extension of Time, but which are not the result of the Design Consultant's negligent performance. For this reason, and also because liquidated damages are arbitrary amounts not substantiated by actual damages to the Owner, this provision is not insurable.</p> <p>We seek to have this provision removed from the agreement.</p>	
			<p>We would also like to discuss a mutual waiver of consequential damages benefiting both parties, and a limitation of liability.</p> <ol style="list-style-type: none"> 1. Consequential damages (indirect damages) are potentially uninsurable and difficult to predict. Mutual waivers of consequential damages are commonly included in international agreements and AIA documents. We propose the following provision be included. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. 2. Limitations of liability are commonly 	Not accepted. RFP conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>found in international agreements, as seen for example in the FIDIC Form of Agreement. It is important that the risk each party is asked to take on is commensurate with its role and the outcome. We propose the following as Section 13.6:</p> <p>To the fullest extent permitted by law, the total liability in the aggregate, of the Design Professional, its officers, directors, employees and agents, and any of them, to the Owner and anyone claiming by, through, or under the Owner, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Design Consultant's services, the Project, or this Agreement, from any cause or causes whatsoever including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Design Professionals, its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the US \$ XXX (as agreed)</p>	
5	Volume II 11, 34		<p>Technical Criteria</p> <p>It is critically important to the success of the project that the scope of work be adequately defined, and reviewed as the project evolves. We seek to clarify terms which may impose an undefined burden on one party. Examples are below.</p>	<p>Please refer to the Amendment no. 1 regarding amended provisions pertaining to Clause 11, and 18 of Volume II</p> <p>Clauses 34.18 and 34.19 stand deleted. Please refer to Amendment No.1.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>11 – This section indicates the Design Consultant may be obligated to design a larger project than programmed. We seek to revise this provision by replacing “no variation in fee” with “a variation in fee as mutually agreed by the Parties” in this section.</p> <p>18 – This section requires the Design Consultant to make changes to the work without any additional payment. We propose replacing “without any additional payment from HSCC” with “pursuant to a written change order with mutually agreed amendments to time and compensation.”</p> <p>34.8 - The term “Modification” is not defined in this agreement. We seek to use the following standard AIA provision in the place of this provision to ensure mutual understanding of the scope of the Design Consultant’s services. “Additional services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Design Consultant, any additional service provided in accordance with this Agreement shall entitle the Design Consultant to compensation pursuant to terms as mutually agreed by the Parties, and an appropriate adjustment in the Design Consultant’s Schedule.”</p>	

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			<p>See also, Section 7.0 (Volume III) (addressed below): this provision does not allow for adjustment in schedule or fee when the time period required to complete the work increases “for any reasons”, and it is not consistent with the terms in Section 16. This provision imposes an unreasonable burden on the Design Consultant, as it would require the Design Consultant to bear the costs created by changes in schedule or fee caused by others.</p> <p>34.18 - This clause levies a penalty if the final cost deviates by more than 10% of the estimate prepared by the Design Consultant. The Design Consultant has an obligation to endeavor to provide a reliable estimate for the cost of the work in accordance with the Standard of Care, but cannot guarantee its estimate because of the numerous factors which impact the final cost and which are not in its control, including bidding conditions or market fluctuations. This clause is non-insurable; however, it would be reasonable to require the Design Consultant to re-design at its own expense if the final tender exceeds the estimate by more than 10%.</p> <p>34.19 - This clause levies a penalty if “certain essential items ... are missing.” If the Design Consultant has been negligent in its work resulting in excessive omissions, professional liability insurance will cover the damages suffered by the Owner. However, as noted above, the Standard of Care does not require perfection. The work of the Design Consultant</p>	

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			is not guaranteed to be perfect and omissions or errors that are within the Standard of Care are not covered by insurance.	
6	Volume II 6, 7, 22 Also, Volume III, Section 7		<p>Payment Terms, Suspension and Termination</p> <p>6 - Performance Bonds are not customary for design professionals and should be excluded.</p> <p>7.1 - We also seek to ensure that no penalty is assessed to the Design Consultant in the event it terminates the relationship for cause. In this paragraph, we seek to replace “such damages as may be assessed by HSCC” with “which are caused by its negligence or willful misconduct, as determined in a court of competent jurisdiction.”.</p> <p>7.2 - We seek to clarify the provisions governing suspension and/or termination of services. In Section 7, we seek to delete the second sentence. We seek to revise this section so that there is a mutual understanding of payment terms in the event the Owner terminates the project. We seek to replace “whatsoever” in line 4 with “for any services not yet rendered.”</p> <p>22.1 - We seek to clarify each Party’s rights in the event of a suspension of services. We seek to replace “such amount that may be determined by HSCC and such determination shall be binding on the Design Consultant” with “for all services rendered by the Design Consultant up to the date of suspension or termination.”</p>	<p>Not accepted. RFP conditions prevail.</p> <p>Please refer to Amendment no.1 for amended provisions regarding Clause 7 (Volume III).</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			(Volume III) 7 - The payment schedule contained in the RFP (in Volume III) is not consistent with the manner in which Design Consultants expend labor to perform their work. This imposes a substantial delay in payment to the Design Consultant for a significant percentage of its pre-construction services, and imposes unreasonable risk on the Design Consultant in the event the project is cancelled or suspended. We recommend that HSCC adjust the payment schedule to make payment to the Design Consultant of 85% of the total fee prior to start of construction. We also seek to delete "For any reasons" and insert "caused by the Design Consultant's negligence" after "work".	
7	Volume II 12.1.2		Insurance In Section 12.1.2, we seek to clarify the applicable insurance requirements, to ensure appropriate coverage is in place which protects both the Owner and the Design Consultant. We also recommend the Owner explore options for procuring project specific insurance.	The Design Consultant shall take appropriate insurance as set forth in Clause 12 (Volume II) of the RFP Document.
1	Page 62 Second Paragraph	The word "guarantee" used to describe the services in the last sentence of this paragraph	This has reference to our previous query list submitted on 1 st August –A & A1 – This implies a standard of perfection that is not achievable in a professional services contract and is not insurable. We would propose replacing the word "guarantees" in that section with "represents" or "covenants". In 5.2, we propose inserting	Please see Amendment No.1 regarding amended provisions of Clause 5.2.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			“within the Standard of Care” after “Agreement”, and also replace “default” in that section with “negligence”.	
2	Page no. 16 clause 1.3	Last date & time of submission of bids - 9 th Sept 2016 at 15.00hrs.	Bidder respectfully requests that in order to submit a thoughtful and thorough response, the deadline is extended for the RFPs submission by two weeks	The last date of submission of bids is hereby extended upto 15.00 hrs on 27.09.2016. Please refer to Amendment No.1.
Bidder No.32				
1			RFP document is in protected PDF format hence cannot be copied or printed. Defeats the spirit of Ease of Doing Business.	Downloadable/printable RFP documents in pdf Format have already been uploaded on HSCC Website
2	Page 10	Disclaimer: HSCC reserves the right not to proceed with the project or to change the configurationor to change the process or procedure discuss the Project further with any respondent.	HSCC is reserving right to change the process or procedure, which is incorrect. This can be written only by the Client for reason.	No change. RFP Conditions prevail.
3	Pages 11,16,17, 37,& 98	“Design” means Comprehensive Planning and Designing of the Proposed AIIMS including but not limited to the Preparation and Development of Master Plan, Concept Designs, Preliminary and Working Architectural, Interior &	Scope is stated to be ‘including certain items but not limited to’. Scope of services cannot be infinite. Document needs to be specific about the same, because the interested parties need to commit time & money	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		Structural Drawing.....		
4	Page 17,19, 85,&87.	<p>1.2 – Important information – Completion period of the Work – Projected duration for the completion of the project including its stabilizing and commissioning is 4(Four) years. The Design consultant shall be associated with the project till its completion. Time period for key deliveries is given in Terms of reference.</p> <p>2.1 – Important Points – f. Period of Completion – Design Consultant will be required to be associated with the project till commissioning as per the terms and conditions of the RFP.</p> <p>Pg.87 –</p> <p>18.0 Changes & Additions in Design Consultant’s Scope of Work.</p> <p>HSCC Shall have right Without any additional payment from HSCC.</p>	<p>Generally Services are for Detail Project Report from Design Consultants. The scope of service is extended till Commissioning, with rights to HSCC to make any changes and modification to infinite level.</p> <p>HSCC is Executing Agency i.e. Project Management Consultant. Services of the Design Consultant end on approval of the DPR except required clarifications & on site decision due to unforeseen circumstances. Is HSCC expecting PMC services from design Consultants? Please clarify.</p> <p>Changes & modifications may be suggested by the Client for reason and not by HSCC.</p> <p>It is incorrect to state that in the event, Consultant will not get additional payment, considering extension of time is right of Client.</p>	<p>RFP Conditions prevail. The Design Consultant shall render services in accordance with the Scope of work.</p> <p>RFP Conditions regarding Clause 18.0 as amended vide Amendment no.1 prevail.</p>

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
5	Page 20	<p>2.1 – Eligibility to bid – 2.2.1 – A. Technical Criteria – Note:</p> <p>The Qualifying Work(s) should be physically completed at site.....This Certificate should be as per Form T-C.</p>	<p>Additional notes are added beyond EOI i.e. Project should be physically completed & excluding paramedical training centres etc.</p> <p>This condition is not applicable for Design Consultant. DPR and execution is delayed most of the time due to various reasons beyond control of the Architect. Such reasons can be incorrect Planning brief, delaying administrative approvals of Project scheme, insufficient financial & timeline provisions while initial approvals. No control over the Contractors from Project executing agency, changes from the Client or from the Medical College, delay in obtaining services Completion Certificates and connectivities of services by Contractors licensed agencies etc.</p> <p>Therefore project physically not completed cannot be a reason for eligibility criteria of Design Consultants, since he may not be responsible for delay</p>	No change. RFP Conditions prevail.
6	Page 26 &39	Service Tax , if any paid by the Appointed Design Consultant on the payment released to them..... payment by	<p>Service Tax will be reimbursed after the payment is made is incorrect.</p> <p>Offer invited is excluding service tax. As per the Act it is mandatory even for</p>	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		the Design Consultant.	Government authorities to pay the service tax to Consultant & obligatory for Consultant to timely pay to the Government coffers. It is incorrect to expect Consultant to invest the Service Tax and then pursue for recovery which is against Ease of Doing Business.	
7	Page 29	2.6.13 – Modifications/Substitution/Withdrawal of Bids – i) The Bidder may modify, substitute, or withdraw his submitted..... unopened at the time of opening Bids.	Modifications or withdrawal of the bid before the due date by the Consultant need not be the scope or the right of HSCC. It should be at the sole discretion of the Consultant.	No change. RFP Conditions prevail. Clause 2.6.13 of the RFP Document is self explanatory.
8	Page 35 –	HSCC further reserves the right to abandon the project..... (a) to (d) above or for any other reason.	Right to Abandon the work can be only with Government / Client and cannot be with HSCC which is Project Implementing Authority. In case, govt. Abandons the work the Consultant is required to be paid legitimate fees for the work completed up to the stage. There is no question of excess payment & refund.	No change. RFP Conditions prevail. Clause 2.12 of the RFP Document is self explanatory.
9	Page 39	3.3 Deliverables and Timelines – The Design Consultant shall supply	Incorrect to expect Consultant to submit 10 sets of A0 size and 5 sets of A3 sets equal	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		(fifteen) sets of drawings and 1(one) soft copy of each.....Drawings shall be prepared.	to 15 sets. Consultant can submit the soft copy with 3 sets each. Additional sets as required can be printed by Executing agency or Contractors.	
10	Page 41& 99	3.10 Available Information Any other information available with HSCC, which can..... Reports of such surveys/testing shall be shared with HSCC.	Soil investigation by HSCC is for information and Consultant may redo the same, if desired is not correct. Why duplicate soil investigation? And waste of time and money.	No change. RFP Conditions as amended vide Amendment No.1 prevail.
11	Page 41 & 42	3.12 Ownership of the Designs and Drawings All copyright and other proprietary rights in the Works under this contract shall vest.....modify and/or make any alterations to the Works.....and Bidders shall have no claim on such document & design.	Ownership of Design & drawings to be copyright of HSCC and Design Consultant can't use the same without permission of HSCC. Violation of Intellectual property is totally incorrect. Government is the Client and not HSCC. Drawings & designs are always copyright of Design Consultants.	No change. RFP Conditions prevail.
12	Page 85	9.0 Liquidated damages – In case the Design Consultant is unable to adhere..... HSCC from the performance security submitted by the	Liquidated damages are charged only to contractors and not applicable to design Consultants. Such condition is likely to be misused.	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
		Design Consultant.		
13	Page 85	10.0 Extension of Time If the Design Consultant is unavoidable hindered in carrying out the designs.....decisions by HSCC except for grant of suitable extension of time.	Transparency needs; transparency needstimelines specified are required to be realistic on the techno legal base with due justifications. Extension of time is also required to be based on justification and not discretion of anybody.	No change. RFP Conditions prevail.
14	Page 85	11.0 Variation Clause The work shall be awarded on lump-sum basis.....created and the fee will be adjusted downward on pro rate basis.	Variation clause specified is to the extent of 10%. This itself shows that objections to additions explained above are subsequent and not realistic.	RFP Conditions as amended vide Amendment No.1 prevail.
15	Page 86	13.0 Indemnity 13.3 Design Consultant shall hold harmless and indemnify.....persons howsoever caused; and	Necessary indemnities may be given in favour of Government/ Client. HSCC is a third agency i.e. project executing agency. Further these are obtained from the Contractors not from Consultants.	RFP Conditions as amended vide Amendment No.1 prevail.
16	Page 110	Volume III- 6.5 (KD-5) – Construction 6.5.1 Approve Mock-ups.....after interpretation of the drawings/specifications.	During the Construction, site visit and the meetings and the decisions are required to be better defined. Should not be as desired by Project Executing agency. Additional sets of drawings can be printed at site as the site establishment is on Contractors.	No change. RFP Conditions prevail.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
17	Page 110	Volume III- 6.6 (KD-6) – Completion 6.6.1 Prepare and submit completion reports.....from the GRIHA as envisaged.	Submission of the as built drawings and Completion certificates from Authorities are required to be obtained by the Contractors	No change. RFP Conditions prevail.
18	Page 125		Electrical connections, approval for HSD storage, Electrical inspector, Lift license etc. are required to be obtained by the Contractors	The design Consultant shall render services in accordance with the scope of work.
19			EMD- Earnest Money Deposit are applicable for Contractors and not Design Consultants.	No change. RFP Conditions prevail.
Bidder No.33				
1.	p. 19 /2.1.c.	Bid Security	The requirement of Bid Security should be deleted as this is against the rules of Council of Architecture(CoA) & notification dated 23.03.2012 by Ministry of MSME.	No change. RFP Conditions prevail.
2.	p.19/2.2.1 p.20/2.2.1 (B) (i)	National firms / Foreign firms / Consortium	As per CoA - Companies, Engineering firms and foreign architects are not eligible to practice as Architects in India, therefore, the requirement of Eligibility should be revised. The requirement of turnover of Rs. 5cr. Should be removed instead the eligibility	No change. RFP Conditions prevail. It is clarified that an Architect of the Design Consultant should either be registered with the Council of Architecture or should be a person authorized under Section 37.1.(b) of the Architects Act 1972.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			should be solely based on experience of the firms in its entire period of practice.	
3.	p.102/3	Project Cost	Project cost has been indicated as Rs. 1090 Cr. How does the consultancy fee effected by increase or decrease of Project Cost. Additional fees should be paid on increase in project cost.	This is a fixed fee contract.
4.	p.104/14-15	Ancillary Buildings / Other Facilities	The total area of buildings should be indicated for ancillary buildings and other facilities and should not be open ended before bidding.	Indicative details are given. Specific detailed list shall be provided during the Design stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume III) which are self explanatory. The proposed design should comply with Fitness for purpose.
5.		EOI by HSCC	A similar EOI was floated by HSCC few months backs but no results were published for same. Kindly specify reasons for scrapping the earlier EOI process and fresh invitation of bids.	An open RFP has been invited for wider/broader competition.
6.		Letter from CoA	Enclosing a letter written by CoA to NBCC for a similar bidding process wherein it has been CoA has raised objections to such type of Bidding process for selection of	Does not pertain to the present RFP.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
			Architects.	
Bidder No.34				
1.	Page no 74, Form T -1(B)	Signature Note (3) Only those project shall be considered for evaluation for which the letter of award and successfully completion certificate with regard to scope of work awarded and completed from HSCC are awarded	We have completed two hospitals that are not HSCC projects. Are we eligible for participating in the above mentioned tender.	The Note 3 on Page 74 in Form T-1(B) is amended and may be read as “.....from the respective Client are enclosed.” in lieu of “..... from HSCC are enclosed”. Please refer to Amendment No.1 for further details.

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification			
Bidder No.34							
8.	Please refer clause 4, (b) Domain Specialist, page 47 of RFP document, wherein it is stated,	(b) Domain Specialist (15 Marks) <i>(Outsourced or In-house)</i>			<p>As per the above clause, qualification requirement for the domain specialist is post-graduation with 10 years experience. However, we presume that experience will be considered from the date of obtaining graduation (and not necessarily post-graduation) for the marking criteria. Kindly clarify / confirm.</p> <p>Only the relevant post graduation work experience shall be considered, i.e., after deducting any gaps in employment due to any reason whatsoever.</p> <p>Please also refer to Amendment No.1 for details regarding certain amendments.</p>		
			<i>Post-Graduate or equivalent recognized qualification</i>	<i>Experience of 10 years or more</i>		<i>Total Marks</i>	
		i)	<i>Structural Engineer</i>	<i>3 Marks</i>		<i>1.5</i>	<i>1.5</i>
		i)	<i>MEP Engineers</i>	<i>3 Marks</i>		<i>1.5</i>	<i>1.5</i>
		i)	<i>Quantity Surveyors</i>	<i>3 Marks</i>		<i>1.5</i>	<i>1.5</i>
)	<i>Bio-medical waste disposal Specialist</i>	<i>1 Mark</i>		<i>0.5</i>	<i>0.5</i>
)	<i>Medical/Hospital Consultant</i>	<i>1 Mark</i>		<i>0.5</i>	<i>0.5</i>
		i)	<i>Lighting Consultant</i>	<i>1 Mark</i>		<i>0.5</i>	<i>0.5</i>
		i)	<i>Interior Designer</i>	<i>1 Mark</i>		<i>0.5</i>	<i>0.5</i>
		i)	<i>Landscape Consultant</i>	<i>1 Mark</i>		<i>0.5</i>	<i>0.5</i>
c)	<i>Life & Fire Safety Expert</i>	<i>1 Mark</i>	<i>0.5</i>	<i>0.5</i>			
9.	Please refer clause Final Ranking, page	The weightage for Technical and Financial bids is 70:30 respectively.	At this weightage, selection will be determined mostly by price. In order to select more competent firm, we	No change. RFP Conditions shall prevail.			

	51 of RFP document.		respectfully request you to revise the quality and cost weightage to 90:10 or atleast 80:20. We respectfully state that other Government Organizations such as NHAI, Airports Authority of India, etc. are providing weightage of 80:20 and 90:10 for selection of consultants.					
10.	Please refer clause 4.1.4, page 44 of RFP document.	<i>“4.1.4 Bidders securing overall minimum 70% marks overall shall be declared as technically successful. Further, in case the number of prequalified bidders (scoring more than 70%) is more than five, then Financial bid of only top five bidders at technical stage shall be opened”.</i>	In order to select more competent firm, we respectfully request you to select top three bidders at technical stage.	No change. RFP Conditions shall prevail.				
11.	Please refer clause (d), page 46 of RFP document, wherein it is stated,	<table border="1"> <tr> <td>(d)</td> <td>Awards for any Health-care Architectural Project work</td> <td>2 Marks</td> <td>2 Marks for Award from any of following Recognized Professional bodies – 1) AIA (American Institute of Architect 2) IIA (Indian Institute of Architect) 3) IBC (Indian Buildings Congress) 4) RIBA (Royal Institute of British Architects</td> </tr> </table>	(d)	Awards for any Health-care Architectural Project work	2 Marks	2 Marks for Award from any of following Recognized Professional bodies – 1) AIA (American Institute of Architect 2) IIA (Indian Institute of Architect) 3) IBC (Indian Buildings Congress) 4) RIBA (Royal Institute of British Architects	We respectfully request you to consider awards received from other professional bodies or clients also for fulfilling the above criteria. Also, we respectfully request you to consider awards received for any projects (and not hospitals only) also for fulfilling the above criteria. Kindly consider.	Aga Khan Award in Architecture has been added in the awards eligible for obtaining Marks as per Clause 4.2.2.(d) of Volume I. Please refer to Amendment No.1.
(d)	Awards for any Health-care Architectural Project work	2 Marks	2 Marks for Award from any of following Recognized Professional bodies – 1) AIA (American Institute of Architect 2) IIA (Indian Institute of Architect) 3) IBC (Indian Buildings Congress) 4) RIBA (Royal Institute of British Architects					
12.	i) Pleaserefer clause 4.2.2, page 48 of RFP document, wherein it is stated,	<i>“4.2.2 The technical Bid should provide the following and any additional information, using the formats attached in Appendix-1. Submission of the wrong type of Technical Bid will result in the Bid being deemed non-</i>	Please note the above two clauses are contradictory. Please clarify, whether the Approach and Methodology (work plan) is to be submitted along with the Technical Bid or not.	The Methodology has to be submitted at the time of the presentation only.				

		<p><i>responsive:</i></p> <p><i>i) Corporate Qualifications:</i></p> <p><i>ii) Approach and Methodology: Submit a comprehensive description of the approach and methodology (work plan) that the bidder proposes to undertake the Consultancy services.</i></p> <p><i>iii) Assignment of Professional Team:"</i></p>	<p>If Approach and Methodology (work plan) is to be submitted, please clarify whether it is to be included in Technical Package Part-I or Part-II.</p> <p>Kindly clarify / confirm the above.</p>	
	<p>ii) Please refer Annexure 1 - Checklist of documents to be submitted with the Bid, page 52 of RFP document, wherein Approach and Methodology (work plan) is not listed.</p>	-		

S. No.	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
Bidder No.35				
1.	Page No 39, Item No 3.4.1	HSCC shall pay to the Design Consultant, an Assignment fee of equivalent to a sum of their quoted price in the Financial Proposal for providing the services as required under the scope of work mentioned in the Contract Agreement. There shall be no change in the Assignment Fee for the Project on any account for the scope of work as mentioned in the Contract Agreement. The said fee is inclusive of all the direct and indirect taxes, duties/ cess, (but excluding service tax), to be paid by the Design Consultant, any other fee/ expenditure incurred by the Design Consultant. No extra cost shall be admissible for any modification in design as per site requirement or HSCC requirement. No variation in contract price shall be admissible whatsoever may be the reason. In case Design Consultant is a consortium, the payment shall be made to the Lead member of the consortium only	We presume the rate to be quoted on percentage of Value of Project. Please clarify	This is a lumpsum fixed fee contract.

SL.NO	Reference of Page No. / Clause No.	Existing provision as per RFP	Query / Request / Suggestion	Clarification
Bidder No.36				
1.	1.1 BACKGROUND (Page No:14)	Campus should be designed so as to leave enough space for future expansion	Please specify - If this term refers to both vertical (additional floors) and horizontal (zone allocation) expansion	A modular approach in design may be followed to enable future expansion based on the needs.

2.	1.1 BACKGROUND (Page No:14)	The details of the site location and Topographical contour report is available at Annexure II & III of this Volume.	Please clarify the Topographical contour report is not available at Annexure II & III of the RFP document.	The indicative topographical survey and geo-technical investigation report is uploaded in .pdf format. These reports are for guidance only. However, the Design Consultant may get done the soil investigation or any other investigation as they may require at their own costs through their own agencies. Please also refer to Amendment No.1.
3.	2.2 Eligibility to bid A. Technical Criteria (Page No:20)	(i) One 500 bedded Super-Specialty/ multi-specialty hospital with teaching facility in India/ abroad or (ii) At least two 250 bedded Super Specialty/multi-specialty hospital with teaching facility in India/abroad or (iii) One 750 bedded Super specialty/multi-specialty hospital in India/abroad or (iv) At least two 400 bedded Super specialty/multi-specialty hospital in India/abroad	We shall be obliged if the following option is also added to the PQ requirement; vi) At least three 250 bedded super specialty / multi-specialty hospital in India / abroad	NO change. RFP conditions shall prevail.
4.	2. PROPOSED BUILDINGS AND SERVICES (Page No:99)	The institute complex will be designed as expandable & scalable	Please specify - If this term refers to both vertical (additional floors) and horizontal (zone allocation) expansion	A modular approach in design may be followed to enable future expansion based on the needs/requirements. Specific details, if any, shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
5.	2. PROPOSED BUILDINGS AND SERVICES (Page No:100)	School of Public Health (Only for master planning)	Would require tentative area (built-up area) to earmark the requisite area in the education zone (amongst the medical & nursing colleges zone area)	Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.

6.	2. PROPOSED BUILDINGS AND SERVICES (Page No:101)	Ayush Centre may be treated as a separate block/entity	Would require brief requirement list / tentative built up area to size the block	Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
7.	3. Project Cost(Page No:102)	The above mentioned cost is for all works of Civil & Internal Services, External Development, PHE & Fire-fighting, Electricals, HVAC, Gas Manifold, IT System & Services, Communication Facilities, Interiors, Fixed Furniture for Hospital Block, Furniture for Auditorium Complex, Loose & Fixed furniture for Administrative Block & Medical & Nursing Colleges etc. The project envisages development of a state of the art facility which has to take into account latest developments in field of healthcare infrastructure	Equipment cost is not mentioned so can it be assumed; this is not part of the total estimated project cost.	The project cost mentioned in the RFP document is exclusive of the cost of Medical Equipment.
8.	4. SUGGESTED AREA/ NUMBER STATEMENT 4.1 AREA(Page No:103)	Night shelter / Patient Guest House (Dharamshala)	would require tentative people capacity details to size the requirement	Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
9.	5.7 Medical & other Support Services/system(Page No:105)	Comprehensive services planning & designing of ancillary and related medical support services such as Kitchen, Laundry, CSSD, Gas Manifold, medical waste handling treatment and disposal, medical gases supply and distribution- air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management system for individual buildings and campus as	Kindly provide scope clarity for Organic waste converter facility.	Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.

		whole, mortuary.		
10.	6.0 DELIVERABLES 6.1.1.2 (Page No:105)	Prepare & submit Report about the site after evaluation of the- state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.	Existing buildings –if any” depending on their existence and existing conditions – Can it be assumed that these will undergo demolition / or have to be retained and used post renovation	Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
11.	6.0 DELIVERABLES 6.1.1.2 (Page No:105)	Demonstrate approach to Master Planning and Architecture Design through 3-4 options of Conceptual Designs showing vision for the project design philosophy and strategic approach, including phasing	“phasing” can phasing be assumed for all zones, or phasing has been restricted to particular zones only , if then please specify.	Phasing may be assumed for all zones. Specific details, if any, shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory. However, the Design Consultant is expected to discharge their responsibilities as per the timelines given in the RFP document.
12.	8.6.2.7 BIO- MEDICALS WASTE MANAGEMENT SYSTEM (BWMS)(Page No:121)	BWMS shall have Incinerators (optional), Waste autoclave and Shredder.	Kindly provide scope clarity for incinerator facility	Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
13.	8.6.6 PUBLIC HEALTH ENGINEERING(Page No:123)	Preparation of reports, identify the source and quality of water, conduct survey of existing water supply system, Sewerage system, Drainage system, Fire-fighting system, other site development works etc. for planning of services and coordinating them with architecture and structural drawings/systems	Please clarify is any borehole data/report available for the project site.	The indicative topographical survey and geotechnical investigation report is uploaded in .pdf format. These reports are for guidance only. However, the Design Consultant may get done the soil investigation or any other investigation as they may require at their own costs through their own agencies. Please also refer to Amendment No.1.
14.	8.6.6 PUBLIC HEALTH ENGINEERING(Page No:123)	The services shall include but not be limited to following major components:	Please clarify the intended purpose of ETP treated water.	The campus is to be designed as a Zero Discharge facility. Specific details shall be provided during the

		ETP/STP/WTP	Please clarify the source of effluent is only from Labs, Kitchen and laundry	Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
15.	8.6.6 PUBLIC HEALTH ENGINEERING(Page No:123)	The services shall include but not be limited to following major components: Water Supply System including separate system for recycled water	Kindly confirm whether STP treated water can be used for flushing /landscaping	The campus is to be designed as a Zero Discharge facility. Yes, the STP treated water may be used as per the prevailing norms for Healthcare facilities.
16.	8.6.6 PUBLIC HEALTH ENGINEERING(Page No:123)	Design and prepare working drawings for rain water harvesting system.	Please clarify the rain water shall be used as Makeup water for the function of water cooled chillers	The campus is to be designed as a Zero Discharge facility. Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.
17.	8.6.6 PUBLIC HEALTH ENGINEERING(Page No:123)	Designs& drawings for STP, Water Treatment Plant, ETP shall be based on latest accepted technology	Please confirm if the solid wastes / sludge generated from ETP are to be disposed in landfill	The campus is to be designed as a Zero Discharge facility. Specific details shall be provided during the Design Stage as per Clause 3.2.a.1 (Volume I) and Clause 6.1.1.1 (Volume II) which are self explanatory.