ADDENDUM - IX

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: Tender no.: P-01/2025

Reference to subject Tender, please find the following:

- i. Authority' Clarification to the query of the Bidders
- ii. Annexure-I Amended Clauses
- iii. Annexure-II Amended Bidding Schedule with extended bid due date

All the other details remain unaltered.

Sub: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Tender Notice No.: P-01/2025

Pre bid meeting: 04/02/2025 @ 12:00 Hrs

Response to Queries

Sr. No	Clause No.	Page No.	Query	Response to Queries
1	Section IV, Clause no. 4.3, Sr. No. 02 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi-Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on non-PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	25	In reference to the clause, kindly consider the experience in the preparation of the DPR for Standalone PG colleges as part of the Technical Qualifications Markings.	Tender condition holds good.
2	Sr. No. 2.6 Conditions of BID Submission by Joint Venture (JV) – Not Applicable	15	Can you please clarify if Joint ventures are permitted or not. Permitting JVs will add to Technical Score	Tender condition holds good.
3	Section IV, Clause no. 4.3 Sr. No. 01 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on non-PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	25	We request the authority to consider allowing other infrastructure project to be included. Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College/Other Infrastructure on non-PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	Kindly refer sr. no. 7 of Annexure-I .
4	Section IV, Clause no. 4.3 Sr. No. 02 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on non-PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	25	We request the authority to consider allowing other infrastructure project to be included. Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College /Other Infrastructure on non-PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	Kindly refer sr. no. 7 of Annexure-I .
5	Section IV, Clause no. 4.3 Sr. No. 03 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG	25	We request the authority to consider allowing other infrastructure project to be included. Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Specialist/ Super specialist Hospital without Nursing/ Medical/ PG College /Other Infrastructure on PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	Kindly refer sr. no. 7 of Annexure-I.

	College on PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.			
6	Section IV, Clause no. 4.3 Sr. No. 04 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	25	We request the authority to consider allowing other infrastructure project to be included. Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Specialist/ Super specialist Hospital without Nursing/ Medical/ PG College /Other Infrastructure on PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	Kindly refer sr. no. 7 of Annexure-I.
7	General Query Regarding Key Personnel and their Man Month		We request the authority to please clarify that whether Key personnel and their man month get suggest by client or we have to put Key personnel from our side according to the project.	Consultant has to assess the requirement based on the scope of work.
8	DC-2: TENDER ACTIVITY SHEET Point 7: Bid Submission End Date Last date of Submission of Proposal is 14/02/2025	04	We request an extension of the submission deadline to 2-3 weeks following the publication of pre-bid responses to ensure that all bidders have adequate time to thoroughly review and incorporate the responses into their proposals, thereby enhancing the quality and precision of the submissions and ensuring a fair and competitive bidding process	Kindly refer Annexure-II.
9	Technical Eligibility Criteria: The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services dedicated in hospital/healthcare consulting firm for at least 10 years as on ending day of the month previous to one in which this tender is invited	08	The Bidder must be a Company, Firm, or LLP registered in India with a proven track record of providing consulting or advisory services for at least 10 years, including mandatory experience in healthcare or hospital consulting as of the last day of the month preceding the issuance of this tender	Kindly refer sr. no. 2 of Annexure-I.
10	2.4.3 Technical Criteria: 2.4.3.1 The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services dedicated in hospital/healthcare consulting firm for at least 10 years as on ending day of the month previous to one in which this tender is invited.	13	The Bidder must be a Company, Firm, or LLP registered in India with a proven track record of providing consulting or advisory services for at least 10 years, including mandatory experience in healthcare or hospital consulting as of the last day of the month preceding the issuance of this tender	Kindly refer sr. no. 4 of Annexure-I.
11	SECTION-III SCOPE OF WORK /TERMS OF REFERENCE (TOR)	21	We kindly request you to provide the manpower requirements for the said project, including details of onsite staff, key experts, and other supporting personnel	Consultant has to assess the requirement based on the scope of work.

12	SPECIMEN OF APPLICATION 18. I/We have studied Tender and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of an documents or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.	,	I/We have stu extent as expr arising out of	We have studied Tender and all other documents carefully. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by DPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.					
13	Sr. No. Description Details Scoring System 1 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality / Super Speciality Hospital without Nursing/ Medical/ PG College on non- PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited. 2 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super		Sr. No.	Experience in providing Project Assessment Reports for PPP projects or related projects	The Bidder should have experience of consultancy assignments for undertaking financial feasibility assessment/ bid advisory / transaction advisory for development of an infrastructure project on PPP mode for a public sector organization including central government or state government or PSU in India. The assignment must have been undertaken and completed (i.e., the private sector player / concessionaire is selected) within past 15 years preceding the PDD. Project Cost should be more than Rs.100 crores 10 marks for each such project undertaken. (Max marks 30) Supporting Document to be submitted (all documents to be submitted unless otherwise specified): • Copy of work order/contract issued by the client • Copy of Completion Certificate issued by the client, signed by authorized representative for the client	Kindly refer sr. no. 7 of Annexure-I.			
	Speciality Hospital with Nursing/ Medical/ PG College on non- PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited. 3 Experience of 13 marks for		2	Sector specific Experience (EPC & PPP both)	The Bidder should have experience for providing consultancy assignment (Completed/ongoing) in Health Sector Infrastructure Projects 10 marks for each such project undertaken. (Max 30 marks) • Experience of working with government entities, including Union Territories / State Governments / Government of India. Eligible assignment means the assignment should have				

	Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited. 4 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.		sponsored by Departments or Organizations or Agencies or PSUs of any State Government or Central Government. Assignments done in India only will be considered. • The assignments must have been undertaken and awarded in the past 10 years preceding the date of issue of this RFP. • Copy of work order / contract issued by the client shall be submitted as supporting Documents 3 Work Plan and Methodology Presentation (40 Marks) Approach & Methodology Presentation on Project vision, concept design, Approach and Methodology. • Provide details on State of the Art, Innovative and Expert technology, Case studies on implementing relevant PPP projects. Work Plan Presentation on Work Plan (Implementation Schedule). • Experience of other personnel involved apart from proposed Key Personnel. Deployment of Project Team. etc.	
14	Details about E – Tender (c) Resume/CV's of the team to be deployed	07	We understand that this is a home-based assignment; therefore, deploying a team on site throughout the project tenure is not required. However, if the client requires an expert on site on an as-needed basis, please specify the expected number of site visits per month. This information will help us analyze costs effectively and ensure proper cash flow management. Please confirm	Consultant has to assess the requirement based on the scope of work.
15	Details about E – Tender Quality and Cost Based Selection: Total Marks= (Technical Score) * 70% + (Financial Score) * 30%.	08	We understand that this esteemed project demands a technically competent consultant, whose services are well regarded in the consultancy field. Therefore, we kindly request the Authority to consider an 80:20 ratio for technical and financial evaluation instead of 70:30 basis.	Kindly refer sr. no. 2 of Annexure-I.
16	Details about E – Tender Financial Criteria: Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs.13.50 Lakhs	08	We request Authority to kindly consider atleast Rs. 50 Cr. for evaluation of Financial criteria. This will help ensure that only financially sound organizations participate in this prestigious tender, thereby guaranteeing the capability to execute the project efficiently and meet its financial commitments. Please Confirm	Tender Condition holds good.

17	Details about E – Tender Technical Eligibility Criteria: The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services dedicated in hospital/healthcare consulting firm for at least 10 years	08	experiend hospital/l request t will enab ensuring	As various Port Authorities have allowed technical eligibility for consultancy firms with experience in Building/commercial Projects, in addition to the dedicated specifically to pospital/healthcare consulting for at least 10 years, the current criteria seem limiting. We equest the Authority to consider a similar approach to encourage broader participation. This will enable the client to engage a technically qualified consultant with diverse expertise, ensuring high-quality consultancy services for the project. Please Confirm					
18	Clause 3.1 Scope of Work	21	timeline f	e of work includes a detailed site asses for each phase of the scope of work. This lignment of expectations between the	ne lack of a detailed timeline m		Tender Conditions holds good.		
19	Clause 4.3 Scoring criteria for evaluation of firms experience	25	building/distinguis Super Spe observed of the e restructu	We request the Authority to specify the required number of projects, which includes uilding/commercial building projects, for the evaluation of experience criteria, rather than istinguishing between projects for preparation of Feasibility Report/ DPR of Multi-Speciality/uper Speciality Hospital with or without the PPP mode. Upon review of RfP document, we have been been the current scoring criteria lack of clarity and do not provide a clear understanding for the evaluation process. Therefore, we also request the Authority to re-evaluate and destructure the scoring criteria which includes firm's experience as well as technical team to execute this assignment. Please Confirm					
20	Clause 5.5 Timeline of Deliverables and Mode of	27	-	est the Authority to kindly consider in nce of a positive cash flow throughou		ure to ensure the	Kindly refer sr. no. 8 of		
	Release of Payment		Sr. no.	Particular	T= Work Start date	Payment (%)	Annexure-I.		
	nelease of Payment		01	Upon Draft submission of Conceptual Plan		20%	Allilexure-i.		
			02	Upon Approval of Conceptual Plan	T+3.5M	20%			
			03	Upon Draft Submission of FSR	T+5M	20%			
			04	Approval of the Draft Feasibility Report	T+6M	25%			
			05	Final Report	1 month from Approval of Draft Design Base Report				
21	Clause 5.6 Signing of Agreement	27	will collectine	rstand that the technical team will beg ct all the necessary details/data from of contract signing. Please Confirm	the Authority during the kick-	off meeting or at	The understanding is correct.		
22	5 .9 Suspension The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract,	28		We understand that the Authority will release the payment to the Consultant for the work satisfactorily completed by the Consultant prior to the suspension. Please Confirm					
23	5.10 Termination	29	protects the below	s missing clause pertaining to termina and provides equal rights of the cons mentioned clause, these are the star ank, ADB and various government a	sultant too. Hence, we request ndard guidelines as specified ur	to kindly include nder the tender of	Refer clause 5.10.4.		

		Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified below;- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract within 30 calendar days after receiving written notice from the Consultant that such payment is overdue. (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Client fails to comply with any final decision reached as a result of arbitration. (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 30 days (or such longer period as the Consultant may		
		have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach We also understand payments will continue until satisfactory		
		completion of the last deliverable before agreement suspension/termination. Kindly confirm		
24	Force Majeure	The term "Force Majeure" finds only a passing reference in Clause 5.10.4 (b). Neither is the term	Kindly refer	sr.
		defined nor how the situation of any Force Majeure event will be dealt with set forth. Therefore,	no. 9	of
		we request you to include provisions to the following effect: "Force Majeure" means an event	Annexure-I.	
		which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which		
		makes a Party's performance of its obligations hereunder impossible or so impractical as		
		reasonably to be considered impossible in the circumstances, and to those requirements,		
		includes, but is not limited to, war, riots, terrorism, civil disorder, earthquake, fire, explosion,		
		storm, flood or other adverse weather conditions, strikes, lockouts, Pandemics, Endemics or		
		other industrial action, confiscation or any other action by Government agencies. Force Majeure		
		shall not include (i) any event which is caused by the negligence or intentional action of a Party		
		or such Party's Experts or agents or employees, nor (ii) any event which a diligent Party could		
		reasonably have been expected both to take into account at the time of the conclusion of this		
		Contract, and avoid or overcome in the carrying out of its obligations hereunder. Force Majeure		
		shall not include insufficiency of funds or failure to make any payment required hereunder. No		
		Breach of Contract The failure of a Party to fulfil any of its obligations hereunder shall not be		
		considered to be a breach of, or default under, this Contract insofar as such inability arises from		
		an event of Force Majeure, provided that the Party affected by such an event has taken all		
		reasonable precautions, due care and reasonable alternative measures, all with the objective of		
		carrying out the terms and conditions of this Contract. Measures to be Taken A Party affected		
		by an event of Force Majeure shall continue to perform its obligations under the Contract as far		
		as is reasonably practical and shall take all reasonable measures to minimize the consequences		
		of any event of Force Majeure. A Party affected by an event of Force Majeure shall notify the		
		other Party of such event as soon as possible, and in any case not later than fourteen (14) days		
		following the occurrence of such event, providing evidence of the nature and cause of such		
		event, and shall similarly give written notice of the restoration of normal conditions as soon as		
		possible. Any period within which a Party shall, pursuant to this Contract, complete any action		
		or task, shall be extended for a period equal to the time during which such Party was unable to		
		perform such action as a result of Force Majeure. During the period of their inability to perform		
		the Services as a result of an event of Majeure, the Consultant, upon instructions by the Client,		
		shall either: demobilize, in which case the Consultant shall be reimbursed for additional costs		
		they reasonably and necessarily incurred, and, if required by the Client, in reactivating the		
		Services; or continue the Services to the extent reasonably possible, in which case the		

			Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred."	
25	Liability of the Consultant		The RFP does not have any limitation of liability clause thereby exposing the Consultant to unlimited liability. It is therefore, it is requested to include a provision to the following effect: Limitation of the Consultant's Liability towards the Client: Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant shall not be liable to the Client for any: (i) indirect or consequential loss or damage; (ii) direct loss or damage that exceeds one time the total value of the Contract This limitation of liability shall not be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India." Please Confirm	Kindly refer sr. no. 10 of Annexure-I.
26	General Force Majeure : Payments		During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. Kindly confirm	Kindly refer sr. no. 9 of Annexure-I.
27	Submission of proposal		We request authority to provide at least 2 weeks' time from the date of response of pre-bid queries to the applicant to prepare a fully comprehensive and responsive proposal	Kindly refer Annexure-II.
28	4.2 Evaluation of Technical & Financial Proposals A. Firm's Expereince 3.Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on PPP mode in past 7 (Seven) years ending last day of the month previous to the one in which tender is invited. 4.Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	25	3.Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on NON-PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited. 4.Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on NON-PPP mode in past 7 (seven) years ending last day of the month previous to the one in which tender is invited.	Kindly refer sr. no. 7 of Annexure-I.
29	DC – 3, Eligibility/qualification criteria – Financial Criteria	08	Financial Capacity: The Bidder as an Average Annual Turnover of 2.5 CR wherein (one project of 80% of estimated project value or two project of 60% of estimated project value or 40% of	Tender conditions
			the three project of estimated project value) during the last 3 (three) financial years preceding the proposal due date. For the avoidance of Doubt, the Professional fees hereunder refer to	holds good.

20		00	fees received by the bidder shall submit The cost indicated in the total cost of serious to the formula of the formula of the state of the formula of the state	the details as per n the Financial Provices and should I	prescribed forma oposal shall be lu pe stated in INR o	nt as provided. mpsum & deel	med as f	inal and reflecting	VC 11 6	
30	Work experience in private organization	08	Instead of TDS certicertificate. Please finish inform years (5 years).			mpleted over t		·	Kindly refer sono. 2 Annexure-I.	sr. of
			Sr.No.	Name of Employer	Manager responsible fo the work	Location or descriptio work	n of	Value of contract & duration (mention start year & end year too)		
			NOTES 1) Each of the listed Order/Agreement in 2) Attested satisfact scope of work and r 3) Copy of certified 4) Non-disclosures of disqualification of tl 5) In case of private 6) List of works on hunder.	n notarized forma cory completion con magnitude of wor bill and detail of ro of any information ne bidder. work sufficient an mand (currently ru	t. ertificate from the k in notarized for eceipt of paymer in the schedule uthentic proof of nning contracts)	e employer incomat. Its shall be attained will result in work done.	dicating t	the		
31 point no. 4.3, Scoring criteria for evaluation of firms experience shall be as follows: 25 Request for amendment in this tender terms The Scoring Criteria to be used for Evaluation purpose shall be a The total number of marks allocated for qualification and competence with the scoring Criteria to be used for Evaluation purpose shall be a Skey Personnel is 100 marks, distributed as detailed under: -						and competend		Firm's Experience	Kindly refer sono. 7 Annexure-I.	sr. of
			Sr. Position No.			Qualification	Max. Marks			
			1 Firm Experiences	Healthcare Consulting Firm	Minimum 10+ years of experience in dedicated hospital and healthcare delivery system	Design, built	20	20 - marks for minimum completed of 2 turnkey projects, 3 DPR projects in last 5 years (4 marks for each		

							completed	
							projects)	
	2		Team	Minimum	Medical	10	Experience as	
			Leader	12+ years of	Graduate		a team leader	
				experience	with M.PHIL.		for 10	
				in	in Hospital		projects of	
				Healthcare	and health		super	
				advisory,	system		speciality/m	
				having	managemen		ulti speciality	
				healthcare	t		hospitals and	
				consultancy			1 mark for	
				experience			each	
				with			completed	
				premium			projects of	
				institute			p. 5,0000 0.	
				project				
				experience.				
	3	Domain		схрепенее.				
		Expert						
	3.1	LAPEIT	Healthcare	Minimum 25	MD/MS	10	Experience as	
	3.1		Expert	years of	IVID/IVIS	10	a dean or	
			Expert	experience			head of	
				as a dean or				
				head of			institute in Medical	
				institute in			School and	
				Medical			hospital	
				School and				
				hospital				
	3.2		Health Care	Minimum	MBBS+M.P	10	Experience as	
			Advisor	15+ years of	HIL/MHA/M		a head clinical	
				experience	BA in hospital		services for 5	
				as head of	and health		projects of	
				hospital in	system		minimum of	
				clinical	managemen t		200 beds	
				services			super	
							speciality/m	
							ulti speciality	
							hospitals and	
							2 mark for	
							each	
							completed	
	1.1				1		projects.	
1 1	1.1	1			i l			1

3.3		Clinical advisor	Minimum 12+ years of experience as head of hospital in clinical services	MBBS+M.P HIL/MHA/M BA in hospital and health system managemen t	10	Experience as a head clinical services for 5 projects of minimum of 200 beds super speciality/m ulti speciality hospitals and 2 mark for each completed projects.	
4.1	Other Expert	Medical Planner & Quality Assurance Expert	Minimum 5+ years of experience as a hospital operations and managemen t	BE in Bio Medical Engineering with MHA/MBA in hospital administrati on	08	Minimum 4 hospitals medical planning with quality assurance and 2 mark for each completed projects	
4.2		Process Engineering Expert	Minimum 5+ years of experience as a Process manager operations and managemen t	MHA/MBA in hospital administrati on	08	Minimum 4 hospitals with process engineering and 2 mark for each completed projects	
4.3		Financial Expert	Minimum 10+ years of experience as a financial advisor	CA/ICWA/M BA in finance	08	Minimum 4 hospitals business plan development t and 2 mark for each completed projects	

4.4	Human	Minimum	MBA in HRD	08	Minimum 4
	Resource	12+ years of	with		hospitals
	Expert	experience	PGDHHM		manpower
		as a HRD in			planning 2
		healthcare			mark for each
					completed
					projects
4.5	Instrument	Minimum	BE in	04	Minimum 4
	ation and	10+ years of	instrumenta		hospital with
	control	experience	tion and		200 beds as a
	Specialist	as a	control		maintained
		maintained			or chief Eng.
		and MEP			and 1 mark
		Eng. in			for each
		healthcare			completed
					projects
4.6	Architect -	Minimum	BArch	04	Minimum 4
	Healthcare	10+ years of			hospitals
	Domin	experience			medical
		as an expert			architect and
		healthcare			1 mark for
		architect			each
		a. 5///cccc			completed
					projects
				100	projects
				100	

Evaluation criteria for the CV of Key Personnel.

Detailed evaluation for each Key personnel will be carried out by the Tender evaluation committee based on above criteria for evaluation of the qualification and competence of the Key Personnel for the assignment.

The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of international experts/expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

Evaluation of Technical proposal will be evaluated pursuant to provisions specified in above. Marks for each CV will be given based on responsiveness of the details furnished by the bidders as per the Forms placed in Section-4 with supporting documents like Educational Certificates, CV.

Final Technical score 'Ts' will be considered out of 100 marks & technical proposal submitted by bidder should secure minimum 70 marks. Technical score thus arrived will be carried out further

to derive weighted score of the proposal submitted by the bidder. If bidder fails to submit some documents in his technical proposal, DPT will not ask for shortfalls & carry out evaluation on the basis of available documents. However, DPT may ask clarification or for Additional/supporting documents in support of Documents submitted.

The Client will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

Minimum Qualification Criteria

Should have Registered Office In India, Gujarat.

Should be a Company/Firm/LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on 1 January 2024 dedicated in hospital/healthcare consulting firm.

Consultant should have minimum qualification as per mentioned

The financial Proposals of Qualified Bidders shall be opened. Financial proposal will be given financial score 'Fs' out of 100 marks. Lowest bidder will secure 100 marks & financial score for others will be derived as given below.

Fs = 100 X Fm / F

Where

Fm = Amount of financial proposal of lowest bidder in INR

F = Amount of financial proposal in INR

This technical score will be carried out further for combined evaluation of the proposal submitted by the bidder.

Total score will be weighted average of the technical score (Ts) and financial score (Fs). Technical evaluation score will have 70% weightage and the financial score will have weightage of 30%. The weightage average total would be the determining yardstick for selection of the preferred consultant.

Final score = Ts X 70 + Fs X 30

100

The Applicant achieving the highest 'Total score' will be considered to be the Successful Applicant and will be invited for contract signing (the "Successful Applicant").

32	DC-3 Notice Inviting Online Tender Estimated Contract Value (INR) Rs. 45,00,000.00	05	The estimated budget allocated for the project appears to be insufficient, given the detailed scope of work outlined in the RFP and the additional services needed to complete the project. It is recommended that the estimated contract value be determined through open market and no ceiling should be affixed for the same.	Tender condition holds good.
33	Eligibility/ Qualification Criteria Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 13.50 Lakhs as certified by the Chartered Accountant i.e. FY 2021-22, 2022-23, FY 2023-24. The Financial Turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature and UDIN number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements, bid will be treated as non-responsive.	08	We respectfully request the authority to revise the minimum annual turnover requirement to INR 100 Crore (Rupees One Hundred Crore only) for each of the last three completed financial years, as a project of this nature and magnitude requires bidders with significant financial capacity to manage, execute, and sustain such large-scale initiatives effectively. This revision would help attract bidders with the requisite financial strength and experience to deliver the project successfully.	Tender condition holds good.
34	 Work Experience in Private Organization TDS Certificate: The bidder must provide TDS certificates issued by the Competent authority with respect to the work experience. CA Certificate: The bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN/membership number. Failure to provide these documents will result in the bid being treated as non-responsive. 	08	Given our organization's extensive experience in the assigned sector, it is not feasible to facilitate the collection of TDS certificates for every individual project. Additionally, since a CA certificate is also being requested, we kindly ask the Authority to consider removing the requirement for the TDS certificate.	Kindly refer sr. no. 2 of Annexure-I.
35	Section III Scope of Work		Based on the Scope of Work outlined in the RFP document, it is understood that a Geotechnical survey and Soil investigation are not required for the project, as only the Conceptual Plan is needed. Kindly confirm if this understanding is correct.	The understanding is correct.

36	Clause 4.3 Project Monitoring Unit The Scoring criteria for evaluation of firms experience shall be as follows: Technical Bid Evaluation and Marking System – Total Marks – 100 Scoring Criteria The Technical marks earmarked for the firms experience and the team of Project Monitoring Unit are as follows:	24 & 25	Based on the detailed scope of work outlined in Project Monitoring Unit for this project. Therefore, we recommend the removal of the req No Marking methodology has been provided in th Request the Authority to provide the same	no. 7 of Annexure-I.	
37	Section III Clause 4.3 Firm's Experience	25	Based on the Scope of Work outlined in the RFP document, it is understood that a Geotechnical survey and Soil investigation are not required for the project, as only the Conceptual Plan is needed. Kindly confirm if this understanding is correct. Considering the limited number of successfully completed PPP projects in the last decade, we kindly request the Authority to reconsider and revise the marking criteria as follows. Description Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital in field of Healthcare industry and allied infrastructure in past 7 (seven) years ending last day of the month previous to the one in which tender is invited Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of other Infrastructure with experience of handling high traffic in past 7 (seven) years ending last day of the month previous to the one in which		is understanding is correct.
38	Clause 5.5 Timeline of Deliverables and Mode of Release of Payment Particulars Timeline of Deliverable % Conceptual T+ 4 40% Plan months Approval of the Draft Feasibility Report Final 1 month 20% Report from Approval	27	Lender is invited		for conditions hold goods.

	of Draft Design Base Report			
39	Bid Submission Date DC-3 Notice Inviting Online Tender		We request the Authority to please provide at least 2 weeks period after issuance of replies to pre bid queries for submission of competitive bid and also for procuring required internal approvals.	Kindly refer Annexure-II.
40	DC-3 Details about E-Tender: Estimated Contract Value(INR) - Rs. 45,00,000.00/- (Rupees Forty-Five Lacs Only)	05	As per our understanding the estimated project cost mentioned in the tender is at a very lower side, we request the authority to kindly re- assess the budget and consider increasing the Estimated Contract Value(INR) - Rs. 75,00,000.00/- to ensure quality output of the project.	Tender condition holds good.
41	Technical Eligibility/Qualification Criteria: TDS Certificate: The bidder must provide TDS certificates issued by the Competent authority with respect to the work experience.	08	As per our understanding experience certificate issued by the client is sufficient to establish the authenticity of the project, additionally we are also submitting the project agreement. TDS certificate for the completed projects are usually asked in the works tender and not in consultancy tenders. If required, we can submit fee received certificate for these projects certified by Statutory Auditor or CA.	Kindly refer sr. no. 2 of Annexure-I.
42	DC-3 Eligibility/Qualification Criteria: Joint Venture Not Applicable	09	Since the nature of work requires specialized experience & expertise, we request the authority to consider Un-Incorporated Joint-Venture (UJV)/ Consortium between bidders in order to provide better technical capabilities relevant to the assignment and ensure quality delivery without time or cost overrun.	Tender condition holds good.
43	4.3 The Scoring criteria for evaluation of	f 25	A. Firm's Relevant Experience – 30 Marks	Kindly refer sr.
	A. Firm's Experience: 1 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospitality (Super Speciality Hospitality)	f I	 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on PPP/EPC mode in past 10 (ten) years ending last day of the month previous to the one in which tender is invited or ongoing assignments. – 7.5 Marks for each project (Maximum up to 2 projects) 	no. 7 of Annexure-I.
	without Nursing/ Medical/ PG College o non-PPP mode in past 7 (seven) year ending last day of the month previous t the one in which tender is invited- 1 marks for each completed assignment	s o	 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on PPP/EPC mode in past 10 (ten) years ending last day of the month previous to the one in which tender is invited or ongoing assignments. – 7.5 Marks for each project (Maximum up to 2 projects) 	
	2 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospita with Nursing/ Medical/ PG College of non-PPP mode in past 7 (seven) year ending last day of the month previous to	f II n s	 B. Firm's Relevant Experience – 30 Marks 3. Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on PPP/EPC mode in past 10 (ten) years ending last day of the month previous to the one in which tender is invited or ongoing assignments. – 7.5 Marks for each project (Maximum up to 2 projects) 	

	the one in which tender is invited 13		
	marks for each completed assignment 3 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on PPP mode in past 7 (seven) years ending last day of the month	 Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on PPP/EPC mode in past 10 (ten) years ending last day of the month previous to the one in which tender is invited or ongoing assignments. – 7.5 Marks for each project (Maximum up to 2 projects) Team Requirements – 30 Marks Team Leader (Minimum 15 years of experience) – 10 Marks 	
	previous to the one in which tender is	2. Finance cum PPP Expert (Minimum 10 years of experience) – 5 Marks	
	invited 13 marks for each completed	Hospital Planning Expert (Minimum 7 years of experience) – 5 Marks	
	assignment	4. Architect (Minimum 7 years of experience) – 5 Marks	
		Quantity Surveyor (Minimum 7 years of experience) – 5 Marks	
	4 Experience of Firm as Consultant for	and the state of t	
	preparation of Feasibility Report/ DPR	D. Approach and Methodology & Technical Presentation – 25 Marks	
	of Multi-Speciality/ Super Speciality		
	Hospital with Nursing/ Medical/ PG	 Quality of Project comprehension demonstrated in proposals – 10 Marks 	
	College on PPP mode in past 7 (seven)	2. Quality of proposed work plan and timetable for the Project- 5 Marks	
	years ending last day of the month	Technical Presentation- 10 Marks	
	previous to the one in which tender is		
	invited- 17 marks for each completed		
	assignment	We suggest that indemnity should be mutual, and the Consultant shall also be indemnified by	Tondon
44	Additional Clause: Indemnity Clause	the Client for any third-party claims and for claims arising due to any fraud, misrepresentation or omission of facts by the Client or its personnel. The aggregate liability of Consultant/ Bidder under this clause shall be capped to the fees paid by the Client to the Consultant/ Bidder for the assignment.	Tender condition holds good.
	Additional Clause: Parent company/ Associate Company	We request the authority to consider the Credentials of parent company/ subsidiary company / Associate Company of the bidder.	Tender condition holds good.
		Multi-National Companies have different organizations/subsidiaries to deliver varied set of services to clients in India to avoid institutional risks. Considering this aspect, we humbly request the authority to allow the Credentials of the parent company/ subsidiary company/Associate Company of the bidder to be incorporated which has been an established and widely operational company in India for more than 20 years and is undertaking the advising of Government projects.	
_	Additional Clause: Limitation of	We would request the authority to kindly add the Limitation of liability clause not exceed the	Kindly refer sr.
	liability clause	total contract value under the Terms of Reference	no. 10
			Annexure-I.

47	Additional Clause: Retention of copies of confidential information	We would request the authority to kindly add the Retention of copies of confidential information clause, which is required for legal or professional regulatory purposes, under the Terms of Reference	Tender condition holds good.
48	Additional Clause: Compelled disclosure of confidential information and termination right	We would request the authority to kindly add the Compelled disclosure of confidential information and termination right clause under the Terms of Reference	Tender condition holds good.
49	Last Date and Time of online Submission of bid documents- 14/02/2025 up to 15:00 Hours	We have carefully examined the RFP and we are keen to participate and extend our services acknowledging the vision and objectives of the department. Considering the requirement of Key personnel identification & EMD requirements, the time period given for submission is not sufficient and hence request for an extension of at least Three (3) weeks from the date of Response to queries.	Kindly refer Annexure-II.

With respect to the Response to the Pre-Bid Queries, the necessary modifications/additions/deletion in the Tender is as below:

Sr. No.	Clause no.	Original Clause	Amended Clause		
INO.	Tender				
1.	DC-3 Notice Inviting Online Tender Pg. no. 7	Documents required to be submitted by scanning through online	Point at sr. no. (c) stands DELETED.		
2.	DC-3 Notice Inviting Online Tender Pg. no. 8	Eligibility Criteria: (entire clause is amended)	Quality and Cost Based Selection: Total Marks= (Technical Score) * 80% + (Financial Score) * 20%. The Bidder scoring highest Total Marks shall be awarded the assignment as per evaluation methodology detailed out in the tender document. 1. Technical Eligibility Criteria: • Eligible Assignments (as mentioned at clause 4.3) undertaken by the Applicant over the past 10 (ten) years ending last day of the month previous to the one in which tender is invited. 2. Financial Eligibility Criteria: Average Annual financial turnover during the last three years, ending 31st March of the previous financial years, should be at least Rs. 13.50 Lakhs as certified by the Chartered Accountant i.e. FY 2021-2022, 2022-2023 & 2023-2024. The Financial Turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature and UDIN/membership number. Failure to comply with these requirements, bid will be treated as non-responsive. 3. Tender Fee & EMD/Bid Security or exemption certificate along with Bid Securing Declaration to be submitted during Preliminary Bid Stage. 4. The Eligibility criteria and evaluation methodology have been detailed out in the tender document.		
3.	2.3 General Pg. No. 13	Pursuant to clause 2.7 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.	Pursuant to clause 2.8 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.		
4.	2.4 MINIMUM ELIGIBILITY CRITERIA Pg. 13	(entire clause is amended)	 A) Financial Criteria: 2.4.1 Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least Rs. 13.50 Lakhs as certified by the Chartered Accountant i.e. FY 2021-22, 2022-23, 2023-24. The Financial Turnover document must be certified by a Chartered Accountant (CA) with the CA's stamp, signature and UDIN number. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements, bid will be treated as non-responsive. B) Technical Criteria: 2.4.2 The bidder has required experience in consultancy assignment has mentioned in the clause 		

			4.3 of the tender.
			2.4.3 Tender Fee and Bid Security/Earnest Money Deposit in the form of digital mode of payment. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender Fee and EMD. Such bidder shall upload in a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form no. 8), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate.
			2.4.4 Tender Documents together with accompaniments, duly stamped and signed on each page.
			2.4.5 Bidder should furnish Income tax PAN number and GST registration number.
			2.4.6 Completion Certificate and Work Order duly attested by the Authorised Person of the bidder for the completed Eligible Assignments in support of experience claim. The work order shall clearly mention the scope of work /Deliverables.
			2.4.7 The declaration that they have not been banned or delisted by any government/Semi government Agency or PSU's. (Form-1)
			2.4.8 The bidder should have no conflict of Interest in taking up the subject work as per clause no.2.24. (Form-1)
			2.4.9 Original or Notarized Chartered Accountant or Statutory Auditor Certificate as mentioned in Form-2.
			2.4.10 Original Chartered Accountant or Statutory Auditor Certificate as mentioned in Form-5.
			2.4.11 Even though the bidder meets the above eligibility criteria, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and
			attachments submitted in proof of the qualification requirements.
5.	Clause 2.24	(entire clause is amended)	2.24 CONFLICT OF INTEREST:
	CONFLICT OF INTEREST Pg. no. 19		 2.24.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. (Form-1) 2.24.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority. 2.24.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-1 below. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disgualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.24.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b. a constituent of such Applicant is also a constituent of another Applicant; or
- such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- f. there is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g. a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.24.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

h. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.24.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

SCHEDULE-1

(See Clause 2.24.3)

Guidance Note on Conflict of Interest

- This Note further explains and illustrates the provisions of Clause 2.24 of the RFP and shall be read together therewith in dealing with specific cases.
- Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

- 3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
- 5. Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
- 6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
- 7. Another form of conflict of interest called "scope—creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

			8.	Every project contains potential conflicts of interest. Conflict of interest, they should report any present/ poter at the earliest. Officials of the Authority involved in develor identifying and resolving any conflicts of interest. It should be preserve fair and open competition and measure conflict of interest arising at any stage in the process.	ntial conflict of interest to the Authority opment of a project shall be responsible nould be ensured that safeguards are in
6.	Clause 4.2 Evaluation of Technical & Financial	i. The Bids will be evaluated on the Quality and Cost Based Selection (QCBS) process with 70% weightage to technical proposal and 30% to financial	 i. The Bids will be evaluated on the Quality and Cost Based Selection (QCBS) process with 80% weightage to technical proposal and 20% to financial proposal. j. Total Marks = ((Technical Score) X 80%) + ((Financial Score) X 20%) 		
	Proposal Pg. no. 24	proposal. j. Total Marks = ((Technical Score) X 70%) + ((Financial Score) X 30%)			
7.	Clause 4.3 Pg. no. 24-	(entire clause is amended)	4.3 Technic	The Scoring criteria for evaluation of firm shall be as folloal Bid Evaluation and Marking System – Total Marks – 100	
	25			hnical marks earmarked are as follows:	
				irm's Evaluation Criteria: 100 Marks	
			a. Firm	n's Experience: 60 Marks	
			Sr.	Description	Details of Scoring System
			no		
			1	Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi-Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on non-PPP mode in past 10 (Ten) years ending last day of the month previous to the one in which tender is invited.	6 marks for each completed assignment
			2	Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi-Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on non-PPP mode in past 10 (Ten) years ending last day of the month previous to the one in which tender is invited.	8 marks for each completed assignment
			3	Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi-Speciality/ Super Speciality Hospital without Nursing/ Medical/ PG College on PPP mode in past 10 (Ten) years ending last day of the month previous to the one in which tender is invited.	8 marks for each completed assignment
			4	Experience of Firm as Consultant for preparation of Feasibility Report/ DPR of Multi-Speciality/ Super Speciality Hospital with Nursing/ Medical/ PG College on PPP mode in past 10 (Ten) years ending last day of	10 marks for each completed assignment

							the month previous to the one in which tender is invited. b. Presentation on Approach & Methodology (A&M) and Work Plan: 40 Marks 1 Presentation shall include Understanding of the Terms of Reference (ToR), and Approach & Methodology, Work Plan. Note: Bidders are not required to submit the presentation in the technical bid. The bidder has to submit and make the presentation before the authority at the date and time communicated to the bidders during the technical evaluation.					
							Note: • The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. • The formula for determining the financial scores (Sf) of all other Proposals is calculated following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest Total Price quoted, and " is the Total Price quoted in the proposal under consideration. • The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20% • Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Finance Proposal; T + P = 1) as following: S = St x T% + Sf x P%. • In case, if the bidder wants to claim experience of the work done in Joint Venture/Consortium then the bidder is also required to submit supporting documents which includes but not limited to Joint Bidding Agreement, certificate of equity Shareholding duly certified by Chartered Accountant etc. Further, the bidder claiming such experience should have held, in the Join Venture/Consortium, a minimum of 26% (twenty-six per cent) equity during the entire period			esals is calculated as Price quoted, and "F" (Sf) scores using the even to the Financial elements of the financial elemen		
8.	5.5 Timeline of Deliverables and Mode of Release of Payment:	3	Final Report	1 Month from Approval of Draft Design Base Report	20%	100%	3		Final Report	Experience is being claimed. 1 Month from Approval of Draft Feasibility Report	20%	100%
9.	5.16 FORCE MAJEURE	NEV	V CLAUSE	ADDED IN	THE TEI	NDER	5.16 Force Majeure 5.16.1 Definition (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its					

obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder. (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. 5.16.2 No breach of Agreement The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. 5.16.3 Measures to be taken A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event (b) as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure. 5.16.4 Extension of time Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 5.16.5 Payments During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. 5.16.6 Consultation Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

10.	5.17 LIMIT	NEW CLAUSE ADDED IN THE TENDER	5.17	Liability of the Consultant
	OF LIABILITY		5.17.1	The Consultant's liability under this Agreement shall be determined by the Applicable Laws and
				the provisions hereof.
			5.17.2	The Consultant shall, subject to the limitation specified in Clause 5.17.3, be liable to the
				Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services
				rendered by it.
			5.17.3	The Parties hereto agree that in case of negligence or wilful misconduct on the part of the
				Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out
				the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
				(i) for any indirect or consequential loss or damage; and
				(ii) for any direct loss or damage that exceeds (a) the Agreement/Contract Value, or (b) the
				proceeds the Consultant may be entitled to receive from any insurance maintained by the
				Consultant to cover such a liability in accordance with Clause 5.18.2, whichever of (a) or (b) is
				higher.
			5.17.4	This limitation of liability specified in Clause 5.17.3 shall not affect the Consultant's liability, if
				any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf
				of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times
				the Agreement Value.
11.	5.18	NEW CLAUSE ADDED IN THE TENDER	5.18	Insurance to be taken out by the Consultant
	Insurance to		5.18.1	(a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall
	be taken			cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the
	out by the			case may be) own cost, but on terms and conditions approved by the Authority, insurance
	Consultant			against the risks, and for the coverages, as specified in the Agreement and in accordance
				with good industry practice.
				(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of
				insurances required to be obtained and maintained under this clause, the Consultant shall
				furnish to the Authority, copies of such policy certificates, copies of the insurance policies
				and evidence that the insurance premia have been paid in respect of such insurance. No
				insurance shall be cancelled, modified or allowed to expire or lapse during the term of
				this Agreement.
				(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is
				responsible pursuant hereto, the Authority shall, apart from having other recourse
				available under this Agreement, have the option, without prejudice to the obligations of
			1	the Consultant, to take out the aforesaid insurance, to keep in force any such insurances,
				and pay such premia and recover the costs thereof from the Consultant, and the
			1	Consultant shall be liable to pay such amounts on demand by the Authority. (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention
			1	
				the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the
				Consultant has a general insurance policy that covers the risks specified in this Agreement
			1	and the amount of insurance cover is equivalent to 3 (three) times the cover required
	1		1	and the amount of insurance cover is equivalent to 5 (three) times the cover required

			hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect. 5.18.2 The Parties agree that the risks and coverages shall include but not be limited to the following: (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore; (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and (c) professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the Agreement Value/Contract Price.
12.	Form-1 Pg.	То	То
	no. 33	The SE(Design)	The XEN (Project)
		Deendayal Port Authority	Deendayal Port Authority
13.	Form-3 Pg.	Tender dated (hereinafter called	Tender dated 24/02/2025
	no. 37	"the Tenderer")	
14.	Form-5 Pg.	Estimated Cost of Assignment	Contract Price of Assignment
	no. 39		

ANNEXURE-II

Reference to subject Tender, the following dates have been rescheduled:

Sr. No	Particulars	Scheduled Date & Time	Amended Date & Time
3.	Bid Document Download End Date	15/04/2025 @15:00 Hrs	25/04/2025 @15:00 Hrs
5.	Replies to Pre-Bid Queries	12/04/2025 @15:00 Hrs	11/04/2025 @15:00 Hrs
7.	Bid Submission End Date	15/04/2025 @15:00 Hrs	25/04/2025 @15:00 Hrs
8	Tender Opening Date a)Technical Cover	15/04/2025 @16:00 Hrs.	25/04/2025 @16:00 Hrs

ADDENDUM - VIII

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: TENDER No. P-01/2025

Reference to the subject Tender, the following dates have been rescheduled:

Sr.	Particulars	Scheduled Date & Time	Amended Date & Time
No.			
3.	Bid Document	08/04/2025 @15:00 Hrs	15/04/2025 @15:00 Hrs
	Download End Date		
5.	Replies to Pre-Bid Queries	05/04/2025 @15:00 Hrs	12/04/2025 @15:00 Hrs
7.	Bid Submission End Date	08/04/2025 @15:00 Hrs	15/04/2025 @15:00 Hrs
8	Tender Opening Date a)Technical Cover	08/04/2025 @16:00 Hrs.	15/04/2025 @16:00 Hrs.

All the other details remain unaltered.

ADDENDUM - VII

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: TENDER No. P-01/2025

Reference to the subject Tender, the following dates have been rescheduled:

Sr.	Particulars	Scheduled Date & Time	Amended Date & Time
No.			
3.	Bid Document	25/03/2025 @15:00 Hrs	08/04/2025 @15:00 Hrs
	Download End Date		
5.	Replies to Pre-Bid	22/03/2025 @15:00 Hrs	05/04/2025 @15:00 Hrs
	Queries		
7.	Bid Submission End	25/03/2025 @15:00 Hrs	08/04/2025 @15:00 Hrs
	Date		
8	Tender Opening Date	25/03/2025 @16:00 Hrs.	08/04/2025 @16:00 Hrs.
	a)Technical Cover		

All the other details remain unaltered.

ADDENDUM - VI

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: TENDER No. P-01/2025

Reference to the subject Tender, the following dates have been rescheduled:

Sr. No.	Particulars	Scheduled Date & Time	Amended Date & Time
3.	Bid Document Download End Date	25/03/2025 @15:00 Hrs	01/04/2025 @15:00 Hrs
5.	Replies to Pre-Bid Queries	22/03/2025 @15:00 Hrs	29/03/2025 @15:00 Hrs
7.	Bid Submission End Date	25/03/2025 @15:00 Hrs	01/04/2025 @15:00 Hrs
8	Tender Opening Date a)Technical Cover	25/03/2025 @16:00 Hrs.	01/04/2025 @16:00 Hrs.

All the other details remain unaltered.

ADDENDUM - V

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: TENDER No. P-01/2025

Reference to the subject Tender, the following dates have been rescheduled:

Sr.	Particulars	Scheduled Date & Time	Amended Date & Time
No.			
3.	Bid Document	18/03/2025 @15:00 Hrs	25/03/2025 @15:00 Hrs
	Download End Date		
5.	Replies to Pre-Bid	12/03/2025 @15:00 Hrs	22/03/2025 @15:00 Hrs
	Queries		
7.	Bid Submission End	18/03/2025 @15:00 Hrs	25/03/2025 @15:00 Hrs
	Date		
8	Tender Opening Date	18/03/2025 @16:00 Hrs.	25/03/2025 @16:00 Hrs.
	a)Technical Cover		

All the other details remain unaltered.

ADDENDUM - IV

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: TENDER No. P-01/2025

Reference to the subject Tender, the following dates have been rescheduled:

Sr. No.	Particulars	Scheduled Date & Time	Amended Date & Time
3.	Bid Document Download End Date	t07/03/2025 @15:00 Hrs	18/03/2025 @15:00 Hrs
5.	Replies to Pre-Bio Queries	104/03/2025 @15:00 Hrs	12/03/2025 @15:00 Hrs
7.	Bid Submission End Date	107/03/2025 @15:00 Hrs	18/03/2025 @15:00 Hrs
8	Tender Opening Date a)Technical Cover	07/03/2025 @16:00 Hrs.	18/03/2025 @16:00 Hrs.

All the other details remain unaltered.

ADDENDUM - III

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: TENDER No. P-01/2025

Reference to the subject Tender, the following dates have been rescheduled:

Sr. No.	Particulars	Scheduled Date & Time	Amended Date & Time
3.	Bid Document Download End Date	28/02/2025 @15:00 Hrs	07/03/2025 @15:00 Hrs
5.	Replies to Pre-Bid Queries	17/02/2025 @15:00 Hrs	04/03/2025 @15:00 Hrs
7.	Bid Submission End Date	28/02/2025 @15:00 Hrs	07/03/2025 @15:00 Hrs
8	Tender Opening Date a)Technical Cover	28/02/2025 @16:00 Hrs.	07/03/2025 @16:00 Hrs.

All the other details remain unaltered.

ADDENDUM - II

Subject: ENGAGEMENT OF CONSULTANT FOR DEVELOPMENT OF MULTI-SPECIALITY HOSPITAL AND NURSING COLLEGE AT GANDHIDHAM

Ref: TENDER No. P-01/2025

Reference to the subject Tender, the following dates have been rescheduled:

Sr.	Particulars	Scheduled Date & Time	Amended Date & Time
No.			
3.	Bid Document	14/02/2025 @15:00 Hrs	28/02/2025 @15:00 Hrs
	Download End Date		
5.	Replies to Pre-Bid	11/02/2025 @15:00 Hrs	17/02/2025 @15:00 Hrs
	Queries		
7.	Bid Submission End	14/02/2025 @15:00 Hrs	28/02/2025 @15:00 Hrs
	Date		
8	Tender Opening Date	14/02/2025 @16:00 Hrs.	28/02/2025 @16:00 Hrs.
	a)Technical Cover		

All the other details remain unaltered.