

**M/s HLL Infra Tech Services Ltd. (HITES)**  
**(Subsidiary of HLL Lifecare Ltd, A Government of India Enterprise)**  
**As Executing Agency of**  
**Ministry of Health & Family Welfare Government of India**

HITES/NEW AIIMS/GRKH/RFP/2017-18/

07.07.2017

**AMENDMENT-02**

**Name of the work:** RFP for Appointment of Architectural Consultant for Preparation of Master Plan & Concept Designs for proposed All India Institute of Medical Sciences at Gorakhpur (U.P.), INDIA”

**Ref:** Tender No. No. HITES/NEW AIIMS/GRKH/RFP/2017 Dated 09.06.2017

**Clarifications to Bidders Queries:**

Sl. No.	Bidder Queries	HITES Reply
<b>Note : In reply, wherever reference is made to RFP, it shall include the Amendment -01 dated 23/06/2017 already issued and notified on the websites i.e <a href="http://www.lifecarehll.com">www.lifecarehll.com</a>, <a href="http://www.hllhites.com">www.hllhites.com</a>, <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></b>		
1.	<p><u>Query no. 1:</u> Please refer clause 2.6.6, page 16 of RFP document, wherein it is stated “2.6.6 Currency of Bid <i>All payment for the project shall be made in Indian Rupees only</i>” <u>Request:</u> Since this is a Global Competitive Bidding (GCB), we request to consider releasing payment in two currencies as being done by multilateral funding agencies such as WB/ADB/JICA, etc. This issue may be finalized at RFP stage itself.</p>	Terms and conditions of RFP prevail
2.	<p><u>Query no. 2:</u> <u>Request:</u> Site plan and Survey drawing is provided in PDF format. Kindly provide the same in</p>	Topographical survey plan in CAD format is not available.

	CAD drawing format to enable us to proceed with preparation of concept plan / design which is required to be submitted alongwith the technical proposal.	
3.	<p><u>Query no. 3:</u> Please refer From T1 (C), Work Experience certificate, page 61 of RFP</p> <p><u>Request:</u> In the above Proforma, under Sl. No. 05 Scope of work, it is mentioned Master Planning. Concept Designing, Architectural Designs, Structural Designs, MEP Designs, Quantity Surveying and any other services. Considering RFP/TOR, scope of services is limited to preparation of master planning, concept designing and architectural designs. Therefore, we respectfully request you to consider the in-house experience of consultants in master planning, concept designing and architectural designs. As for experience and capabilities in structural designs, MEP designs and quantity surveying, etc, outsourced services (i.e. services by other agencies) may also be accepted. i.e, in house expertise (for structural designs, MEP designs and quantity surveying, etc), need not be insisted.</p>	<p>Terms and conditions of RFP prevail. It is to clarify that the format of certificate does not provide whether such services are Outsourced / In House Services w.r.t. Structural Designs, MEP Designs, Quantity Surveying and any other services.</p>
4.	<p><u>Query no. 4:</u> Please refer clause 3.3, Deliverables and Timelines, page28 of RFP</p> <p><u>Request:</u> Timeline given for Master Plan and Concept Design (2 months) is not adequate. Kindly provide timeline of at least 4 months for completion of Master Plan and Concept Design.</p>	<p>Terms and conditions of RFP prevail</p>
5.	<p><u>Query no. 5:</u> Please refer clause 3.3, Deliverables and Timelines, page28 of RFP</p> <p><u>Request:</u> Please let us know the tentative time period required by HITES for according approval for the deliverables mentioned in the above clause.</p>	<p>Terms and conditions of RFP prevail. Since the concept plans is anticipated to be finalised at the presentation stage, the timelines thereafter are adequate.</p>
6.	<p><u>Query no. 6:</u> Please refer GCC clause 7.0 (Milestone and Payment Terms), page 97 of RFP.</p> <p><u>Request:</u></p>	<p>Terms and conditions of RFP prevail.</p>

	We respectfully request mobilization advance of 10% (against Bank Guarantee) of total consultancy fee payable to the consultants.	
7.	<p><u>Query no. 7:</u> Please refer GCC clause 7.0 (Milestone and Payment Terms), page 97 of RFP.</p> <p><u>Request:</u> We respectfully request you to consider releasing payment of 25% towards finalization and approval of Master Plan; 25% towards finalization and approval of Concept Design.</p>	Terms and conditions of RFP prevail
8.	<p><u>Query no. 8:</u> Please refer Volume-III, Scope of Work Clause 1.0, page 86 of RFP, wherein it is stated, <i>“The designs and drawings should comply to GRIHA 5-Star, Version 3 rating or as per latest revision”</i></p> <p><u>Request:</u> Compliance to GRIHA 5 Star Version 3 requirements has to be contributed by all parties, including Client and facility managers (e.g. Site selection which is beyond the control of the Architectural Consultant). Please confirm that Architect will not be penalized for not complying for the non-Architectural criterion.</p>	Terms and conditions of RFP prevail.
9.	<p><u>Query no. 9:</u> Please refer Volume-III, Scope of Work Clause 1.0, page 86 of RFP, wherein it is stated, <i>“Development of building concept design/plans based on functional analysis and workflow analysis including <u>preparation of space programming, design concept, concept for all services including equipment, interiors and exteriors, finishes etc.”</u></i></p> <p><u>Request:</u> Please confirm space program level of details at master planning and concept stage is at departmental level, not to individual room level.</p>	Terms and conditions of RFP prevail.
10.	<p><u>Query no. 10:</u> Please refer Volume-III, Scope of Work Clause 2.0 (e ), page 88 of RFP, wherein it is stated, <i>“e) All proposed services shall have to be scalable and future ready.”</i></p> <p><u>Request:</u></p>	Terms and conditions of RFP prevail.

	There is requirement that “all proposed services shall have to be scalable and future ready.” Please advise on the projection plan for the future growth; how many years forward and what percent expected growth yearly, etc.	
11.	<u>Query no. 11:</u> Please refer GCC clause 6, Abandonment of Work, page 72 of RFP. <u>Request:</u> Kindly note the above clause (Abandonment of Work) appears not fair to the appointed consultants. We respectfully request you to revise or delete the same.	Terms and conditions of RFP prevail.
12.	<u>Query no. 12:</u> <u>Request:</u> Since Master Planning and Concept designing, 3D Walkthrough, etc is required to be submitted along with technical proposal, we request your goodself to extend the due date for submission of proposal at least by three weeks (i.e. upto 27.09.2017). Alternatively, we request to include 3D and walkthrough submission during presentation only and not as a part of Technical bid.	3D presentation or walkthrough can be submitted at the presentation stage. All other terms and conditions of RFP prevail.
13.	<u>Query no. 13:</u> Please refer page 33.3(i) We presume ‘Previous project/ projects mean any healthcare related project. Please confirm.	Yes, Previous project /projects mean any healthcare project.
14.	1. The land earmarked in satellite image shows agricultural patterns on it. Is the N/A process of the land complete?	The land stands earmarked for the project under reference.
15.	2. Does the land have a reservation for Public Hospital or equivalent? Please provide us with the D P Remarks for the site.	
16.	3. Is the land under ownership of HITES? If not, please specify the details.	Land is under the ownership of Client.
17.	4. Please specify the widths of roads abutting to the site.	Topographical survey Plan has been provided in the RFP document. Other details can be obtained by the consultant from the site visit/bye-laws.
18.	5. Please provide relevant remarks mentioning present and possible in future widths of these roads.	
19.	6. Please provide us the remarks of airport authority for height restriction, as it is not possible to acquire these within the time of 60 days of competition.	The Architectural consultant is required to obtain the relevant details from the

		respective authorities.
20.	7. The layout provided shows four areas demarcated under titles A, B, C, & D. the areas under B, C and D has structures in them. Are these areas to be excluded or included in total development?	The existing structures shown in the layout of AIIMS Gorakhpur shall be demolished.
21.	8. What is the current and future status of structures and their possible occupants under B, C and D?	
22.	9. Part of area D goes beyond the boundary earmarked with red line. Is it to be excluded from the proposal?	The part of D area within the boundary is to be considered.
23.	10. The area marked under A; too has some settlements. One chunk of them at North-West corner. Whether this area is to be excluded or included in proposal, please clarify.	The existing structures shown in the layout of AIIMS Gorakhpur are to be demolished. The scope of work for Architectural Consultant is as per RFP.
24.	11. The settlement in North-West corner-is shown as part of area 'A' in drawing and is marked separately in blue colour in satellite image? What Is the accurate status?	
25.	12. There are some settlements along the central spine of the site connected to both main roads by a pakka road. Please specify the status of these structures and their occupants.	
26.	13. All the settlements mentioned above have to be evacuated and rehabilitated elsewhere. It this process part of phasing? What is the cost implication? Who bears the cost?	
27.	<u>Consortium</u> a. 2.2-Can the Consortium be formed between Architect & Hospital consultant b. 2.2.1 (A)-If consortium between architect and healthcare consultant is permissible, do the project requirements for technical qualification apply jointly to the consortium as a whole or do they apply specifically to the architect? c. 2.2.1(A)-Does Hospital consultants projects applicable for pre-qualification technical criteria d. 2.3.b.iii-Can same firm be part of 2-different consortium for Bathinda (Punjab) & Gorakhpur (UP) project applications Or it has to be same team for both application?	
28.	<u>Performance Security</u>	

	<p>a. Request to remove 5% performance security amount clause.</p> <p>b. COA (Council of Architecture) guidelines do not specify any performance security deposits/ Bank guarantee for Architects. It is strictly related to works undertaken by contractor.</p>	Terms and conditions of RFP prevail
29.	<p><u>Technical Evaluation</u></p> <p>a. 4.2.1.b-In case of a consortium, TAV of both the members shall be added (reconfirm)</p> <p>b. 4.2.2.a-Can we specify Green certified projects apart from Healthcare buildings? Will they qualify?</p>	Terms and conditions of RFP prevail
	<i>Query 1:Under clause 2.6.3 page no. 20 in Para 4) &amp; 5) mentioned that:</i>	
30.	<p>i. Master planning and Concept designing for this project. The Architect has to submit space planning (area allocation to each facility, floor plate, relative positioning of the departments &amp; its connectivity. Etc.) and Stack diagram along with the concept design.</p> <p>ii. The Architect have to prepare 3D presentation or walkthrough from all the directions with precise detailing for the proposal.</p> <p><i>Answer required for: We need to submit the above mentioned drawings at the time of tender document submission?</i></p> <p><i>2.2.2 Eligibility to bid (Page 09)</i></p>	<p>Yes, Master plans &amp; Concept Designs are to be submitted with Bid document, as per RFP.</p> <p>3D presentation or walkthrough can be submitted at the presentation stage.</p>
31.	<p>Query 2: In Technical Criteria- They have asked the experience of for Master Planning &amp; Concept Designs in a single Work Order and having satisfactorily completed the same in the last twelve years (ending previous day of the last date of submission of bids for RFP any of the following similar nature of work(s) as a sole consultant or as a member of a consortium:</p> <p>One 500 bedded Super-Specialty/ Multi-Specialty/ Multi-Specialty Hospital with Teaching facility in India/abroad.</p> <p style="text-align: center;">Or</p> <p>One 750 bedded Super Specialty/ Multi-Specialty Hospital facility in India/abroad.</p> <p style="text-align: center;">Or</p> <p>At least two 500 bedded Super Specialty/ Multi-Specialty Hospital facility in</p>	Terms and conditions of RFP prevail.

	India/abroad. Answer required for: <i>But in Page no. 32 Clause No. 4.2 Technical Evaluation Criteria (Maximum marks 100) There is no marking given for the experience of the projects and 80 Marks is given only for the Methodology that is too high</i>	
32.	Query 3: In page no. 32 Clause no. 4.2 Technical Evaluation Criteria <i>Financial Capability (5 Marks) (b) Average Turnover in last 3 Financial year full marks given on 20Cr generally Indian Architectural Firms doesn't have such a high turnover. We request you to kindly review the turnover criteria</i>	Terms and conditions of RFP prevail.
33.	Query 4: Please furnish all drawings in CAD format	Topographical survey plan in CAD format is not available.
34.	1) Pg 10 A Section - last point - if the lead member of consortium is an Indian company then is it mandatory for foreign member to open an office in India	Terms and conditions of RFP prevail
35.	2) Pg 15 - technical package part 2 - the deliverable mentioned for presentation are too expensive and would require a lot of investment in terms of time and money. Since the scope of work is limited for the consultant and value of fees will be small, kindly reduce the quantum of work being demanded as a part of presentation.	Terms and conditions of RFP prevail.
36.	3) Pg 33 - The marks provisioned for section 2 i.e. For green building healthcare projects and for awards for healthcare projects seems to be very high as compared to the organization's similar project experience and manpower. Please review.	Terms and conditions of RFP prevail.
37.	4) Pg 39 - kindly change the weightage for financial to 20% and technical to 80%.	Terms and conditions of RFP prevail.
38.	5) Statutory approvals - what is the exact role of consultant in providing assistance for statutory approval.	Terms and conditions of RFP prevail.
39.	A. Is the consultant expected to do Liaisoning work?	The Architectural Consultant is to provide the required services for the scope of work as per RFP.
40.	B. Is the consultant expected to make the drawings for statutory submission?	
41.	<u>Queries:</u> 1. On page 27 of RFP In the Scope of Work Master Plan and Concept Designs of the building has only been mentioned. Kindly clarify whether the detailed architectural design, services design and structural design are also in the scope of	The Architectural Consultant is to provide the required services for the scope of work as per RFP.

	the bidder.	
42.	2. Kindly clarify, do we need to submit the Concept Design, Approach and Methodology along with the bid submission or these are required to be submitted at the time of the presentation only.	The documents to be submitted are detailed in the RFP.
43.	3. Page - 9 of RFP Clause Eligibility to Bid 2.2.1 A. Technical Criteria Having experience as Architectural Consultant for Master Planning & Concept Designs in a single Work Order and having satisfactorily completed the same in the last twelve years (ending previous day of the last date of submission of bids for RFP any of the following similar nature of work(s) as a sole consultant or as a member of a consortium: At least two 500 bedded Super Specialty/ Multi- Specialty Hospital in India/abroad. This may kindly be changed to 'At least two 400 bedded Super Specialty / Multi-Specialty Hospital in India/ abroad.	Terms and conditions of RFP prevail.
44.	4. Page 33  2.a Achievement of having designed Certified Building (5 Marks) Achievement of having designed Certified Green Building (for any Health-care Architectural work) This may be changed to 'Achievement of having designed Certified Green Building (for any Architectural work)'. 2.b Awards for any Health-care Architectural Project work (5 Marks ) Awards for any Health-care Architectural Project work This may be changed to 'Awards for any Architectural Project work.	Terms and conditions of RFP prevail.
45.	1. Reference in the Document: Section-II : Clause 2.2.1 Query: Request to consider ongoing projects where the Design part has been completed.	Terms and conditions of RFP prevail.



46.	2. Reference in the Document: Section-II Clause 2.4.1 Point-v Query: Request to allow Sub-consultant apart from Consortium member as Architectural firm usually don't have in house specialist like Bio-Medical Specialist, Hospital consultant, Landscape Architect, Life & Fire Safety Expert.	Terms and conditions of RFP prevail.
47.	3. Reference in the Document: Page No.7 of RFP, Clause 1.3.1 Query: Bidders must not Blacklisted or debarred by any Govt. or Public Sector Undertaking, which is currently subsisting." or "which is subsisting as on the date of application." or "during the last 5 years."	Terms and conditions of RFP prevail.
48.	4. Reference in the Document: Page 29 Clause 3.6 Query: Does it means the consultant is allowed to appoint Sub-consultant obtaining prior approval from HITES. Request to allow sub consultants apart from consortium member.	Terms and conditions of RFP prevail.
49.	5. Query: If an Engineering consultant with qualified Architects on its pay roll is allowed to bid?	Terms and conditions of RFP prevail.
50.	6. Query: Request to consider Educational Institutes/ Institutional projects done for Govt. & Central Govt. of India for Technical evaluation purpose.	Terms and conditions of RFP prevail.
51.	7. Query: A firm of 50 years will be discriminated against one of a few years and since this practice is prevalent only in the recent years, it will not be appropriate for any firm with long history to give such confirmation, as they don't have records over a few years as per statutory needs. The Hon'ble Supreme Court also has decided in many cases that blacklisting/debarring has to be for a limited period and can't be for unlimited period, which means no authority can disqualify any firm for any blacklisting / debarring after that period, since the authority blacklisting/debarring the firm itself is ready to consider and award fresh jobs to such firms after the end of that period. Request to relax blacklisting clause.	Terms and conditions of RFP prevail
52.	1. Volume-I, Section-IV Evaluation Process and Criteria, Serial No. – 4.5, Page 39, Final Ranking: We request you to kindly changes QCBS as T:F:: 80%:20%; F=the weightage given	Terms and conditions of RFP prevail.

	to the financial Bid = 20%; Total T+F = 100)	
53.	<p>2. Volume – II, GCC, Clause NO. – 5 Guarantees And Liabilities, Sub Clause No. – 5.2, Page 71, We request you to kindly amend this clause as: The Architectural Consultant shall be liable to HITES for the performance of design services in accordance with the provision of this Agreement and for loss suffered by HITES as the result of default of the Architectural Consultant in such performance due to his negligence Subject to the maximum of 10% (Ten percent) of the total fee payable to the Architectural Consultant under this agreement</p>	Terms and conditions of RFP prevail.
54.	<p>3. Volume-II , GCC, Clause No. – 17, Changes And Additions in Architectural Consultant’s Scope Of Work, Page 75 We request you to kindly amend this clause as: HITES shall have the right to request Architectural Consultant, in writing, to make any changes, modifications, and/or additions to Architectural Consultant’s Scope of Work as defined in the RFP. Architectural Consultant shall on such written requests carry out the consequential work on account of such changes/modifications or addendums etc. with mutually agreed variation in agreement value.</p>	Terms and conditions of RFP prevail.
55.	<p>1. Page – 14- In Technical page II, we have to submit the Concept Plan so we need the CAD file along with contour of the proposed sites. Please provide</p>	Topographical survey plan in CAD format is not available.
56.	<p>2. Can we hire Sub-Consultant for specific services?</p>	Terms and conditions of RFP prevail.
57.	<p>3. Page 33 – Certified Green Building (for any health care) – Can it be modified to any Non Residential building</p>	Terms and conditions of RFP prevail.
58.	<p>The RFP seem to be drafted for the scope of Master Plan and Concept Design Only and not for the full scope upto completion level.</p>	Terms and conditions of RFP prevail.

59.	What is the intent of the client for the scope? Is client thinking for design build? If so what will be the chances of selected consultant getting further level scope?	Terms and conditions of RFP prevail
60.	How client make sure to get qualified consultant are selected by the contractor firm for remaining scope?	Terms and conditions of RFP prevail
61.	Tremendous efforts required to deliver expected deliverables so we would like to request you please increase remuneration from 5 lacs to 10 lacs.	Terms and conditions of RFP prevail.
62.	To ensure to get best design of current practices in healthcare domain client should ask to Design consultant for one ongoing project of similar nature where 50% work is completed.	Terms and conditions of RFP prevail.
63.	Concept of design deliverables are very extensive, we need to get clarity on the level of detail required for the deliverables such as BOQ, spec's, estimation etc.	Terms and conditions of RFP prevail.
64.	There is no min cap for fees in RFP, we are requesting you kindly add min cap for project fees where bidder can split fees into two parts viz 1) design deliverable level 2) project co-ordination level	Terms and conditions of RFP prevail.
65.	To ensure to get best execution of work, client should ask contractor/build service firm for previous experience of similar nature of work & one ongoing project where 50% work is completed.	Terms and conditions of RFP prevail.
66.	There are marks for GRIHA/LEED rated hospitals based on level of rating, rating is usually targeted by client and consultant may not have control over the same, please suggest to consider rated buildings of any category.	Terms and conditions of RFP prevail.
67.	There is a criteria that only consultants who have worked together can form a consortium for the project?	Terms and conditions of RFP prevail.
68.	Please share Site Survey with spot level in CAD format,	Topographical survey plan in CAD format is not available.
69.	1) Point 2.2.1 A, Page 09: <i>Query:</i> It is desirable for such esteemed project that the bidder whether sole consultant or JV should possess the minimum technical qualification in individual capacity of lead of JV require to meet minimum qualification whereas the demanded technical qualification	Terms and conditions of RFP prevail.

	states that even the technical qualification of a member of consortium will be suffice. Kindly consider the critical nature of experience input required for such a project and accordingly lead member of the consortium only shall showcase the minimum technical qualification for bidding.	
70.	<p>2) Point 4.2.1 b, Page 32:</p> <p><i>The point states that “For the purpose of this marking in case of a consortium, TAV of both the members shall be added.”</i></p> <p><i>Query:</i> The total average turnover of only one bidder ( higher of the two ) is generally considered and no whether the total TVA of both the bidders is considered. Requested to amend accordingly please.</p>	Terms and conditions of RFP prevail.
71.	<p>3) Conflicting Point 2.6.3 (II), Page 14 and Point 4.2.2 a, Page 33:</p> <p>The statement Point 2.6.3 (II) says “The Bidder with their Team Leader will be required to make presentation w.r.t the Master Plan and Concept Designs prepared by him for this project considering the following but not limited to and as described in Clause 4.2”</p> <p>Whereas Point 4.2.2. a, Page 33 says Achievement of having designed Certified Green Building (for any Health-care Architectural work) 5 Marks of achievement of Platinum Rating (as per LEED) or GRIHA – 5 Star Rating in Green Building designs</p> <p><i>Query:</i> The standard desired completed experience as prequalification shall be the highest mark of standard expected application of same in the project. The desired rating of completed project for maximum marks is 5 star whereas the rating expected to be achieved through the proposal of proposed AIIMS is 3 star which is not rational. Kindly review and amend the condition in Point 4.2.2 a for 3 star for maximum 5 marks.</p>	<p>The statement under Point 2.6.3 (II) is amended as under:-</p> <p>“The Bidder with their Team Leader will be required to make presentation w.r.t the Master Plan and Concept Designs prepared by him for this project considering the following but not limited to and as described in Clause 4.2, Sl. No.3”.</p>
72.	4) Section II Point 2.1 f (i and ii), Page 09 – Section III, Point 5 and 10 of CONCEPT DESIGN under 3.2 SCOPE OF WORK, Page 26-28:	

<p>Section II Point 2.1 F (i and ii), Page 09 The above point states under “Period of Completion”</p> <p>I. Master Plan &amp; Concept Designs: 2(Two) calendar months from the date of start of work</p> <p>II. Other deliverables as per Scope of work given in clause 3.2: 6 (Six) calendar months from the date of start of work or till receipt of all statutory approvals &amp; clearances required up to commencement of construction work.</p> <p>Section III, Point 3.2 SCOPE OF WORK, Page 26-28 The scope of work defines three layers or required services which included following</p> <ol style="list-style-type: none"> <li>1. MASTER PLANNING</li> <li>2. CONCEPT DESIGNS</li> <li>3. Point 10 under CONCEPT DESIGNS which states “Architectural Consultant to provide required assistance in obtaining required statutory approvals/clearances for commencement of constructing of the project.”</li> </ol> <p>Section III, Point 5 CONCEPT DESIGN, UNDER 3.2, Page 27 Planning &amp; Designing of ancillary and related medical support services such as Laundry, CSSD, Gas Manifold, Medical Waste Handling, Treatment and Disposal, Medical Gases Supply and Distribution, Air, Oxygen, Nitrogen, Vacuum (exhaust), Mortuary, Solid waste management system for individual buildings and entire campus.</p> <p>Query: The above statements are contradictory and deliver only one fact that the scope of services extends till the completion of all statutory approvals. Further this is very much understood that the medical services and support services need to be designed for proper space design under concept design and estimation as those are not covered under CPWD PAR estimation criteria.</p> <p>This is apparently clear that the consultant need to design all the services in detail of design the proper architectural proposal suitable for statutory approval and estimating the cost as desired under deliverables and scope of work. Further the medical support services can’t be designed standalone without detailed engineering of external and</p>	<p>Terms and conditions of RFP prevail.</p> <p>The Architectural consultant is required to ensure that the planning of the project is</p>
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	<p>internal services of whole campus. Similarly, some of the statutory approval for example and FIRE and EIA and local body approval requires detailed structural and MEP services design.</p> <p>The document requires to clarify the extent of assistance expected from the consultant when medical support services can be expected without doing the detailed engineering of the project. Kindly define the extent of assistance either the detailed engineering is expected from the consultant than its justified to state “period of completion till receipt of all statutory approvals &amp; clearances required up to commencement of construction work” otherwise the scope of the consultant should be considered till the submission of concept design in accordance to the local building byelaws as well as adhering of MCI guidelines and submission of CPWD PAR based estimates. Further the medical support services shall not be considered in the scope of work with a undertaking that the proposal submitted by the consultant is compatible to all the required support service provisions and prevailing government norms of NABH, IPHS, MCI &amp; JCI or others.</p>	<p>commensurate with the requirement of the local bye-laws and statutory authorities and is required to make proper and adequate space planning with respect to the overall requirements given in RFP Vol-III- Scope of work, client requirements and scope of services.</p>
73.	<p>5) SECTION IV Point 4.2 (2a, 2b), Page 33:</p> <p>The assigned marks of GRIHA rated health care architectural work under 2a is maximum for the 5 star GRIHA rating for health care architectural work.</p> <p>The assigned marks for award to any health care architectural project work under 2b is only applicable to the awards which are given by professional bodies like AIA, IIA and RIBA whereas the norms of architectural competition is not even followed in the open bid of this project.</p> <p>Query:</p> <p>The above need to be review in more justified and rational format by accepting any institutional project certified or per certified under 5 star or 3- star rating of GRIHA as a marketing criteria of Point 2s as there is not category of health care project in GRIHA.</p> <p>Similarly, Point 2b shall be reviewed and the marking shall be considered for any International or national level award honored by Central or State Government Ministry or institution including AIA, IIA AND RIBA for any institutional/healthcare</p>	<p>Terms and conditions of RFP prevail.</p>

	campus.	
74.	<p>6) Other request and plea:</p> <ul style="list-style-type: none"> <li>The Time line for the expected deliverables shall also consider and specify the maximum time slot takes by HITES for approval of submitted stage,</li> <li>The detailed contoured AutoCAD format drawings along with any other relevant details and data shall be provided for preparation of the proposal</li> </ul>	Since this is a time bound project, all the required approvals from the Client/HITES shall accorded expeditiously, upon receipt of complete required drawing/ documents/ details from the architectural consultants. Topographical survey plan in CAD format is not available.
75.	1. Retention of any existing building or plantation that is to be considered during designing, If yes we need floor plans, survey plans of the same, preferably ACAD drawings.	The existing structures shown in the layout of AIIMS Gorakhpur shall be demolished.
76.	2. Any Specific site constraint, Setbacks, HT Lines, etc which could effect our design.	Also, refer clause 2.6.2, Instruction to bidders regarding project inspection and site visit and also refer copy of Topographical Plan of site uploaded with RFP document.
77.	3. Drainage piping on main road- Out let points available at Site, Water supply and electrical tap off point at site form Municipal Corporation?	
78.	4. Municipal Approval is in scope of bid or separate local Liasoning consultant would be appointed by the client for Approvals?	
79.	5. Please provide Auto CAD drawings of the site, with contours and information shown in PDF.	Topographical survey plan in CAD format is not available.
80.	<p>1. Section I, Item 1.2 page 6, Bid Security Amount: Rs.2 Lakhs: There should be NO bid security amount as the Architectural consultant is anyway investing a large amount of money and time in preparing the Technical Bid. This is also against the method prescribed by the Council of Architecture, Govt. of India</p>	Terms and conditions of RFP prevail.
81.	<p>2. Section III, Item 3.2.b.11Page 28 Attending site meetings, coordination meetings and any other meetings as and when required till commencement of construction of the project. Please confirm, that there are no site meetings post commencement of</p>	Terms and conditions of RFP prevail.

	construction.	
82.	3. Section III, Item 3.5 Page 29, <b>Performance Security</b> Query:- This amount, if at all required, should be deducted as retention money from the stage wise fee being released to the consultant. It is unfair to ask the consultant to deposit money and then also do the work. This is also against the method prescribed by the Council of Architecture, Govt. of India.	Terms and conditions of RFP prevail.
83.	4. Section III, Item 6.b.4 Page 36, Final Master Plan, Concept Design and Cost Estimates Query: - Cost Estimates cannot be given on concept plans. Please clarify are working drawings also in the scope of work of the consultants, or are the Preliminary Estimates based upon CPWD Plinth Area Rates	Terms and conditions of RFP prevail.
84.	5. Volume III, Item 7 Note iii Page 98 Query:- Consultant has no control over time taken by HITES for approvals, therefore the time frame should not include this.	Terms and conditions of RFP prevail.
85.	6. No time frame has been defined within which HITES will release the payment after the bill has been raised by the consultant. Also any interest payable by HITES in case there is delay in releasing payment.	Terms and conditions of RFP prevail.
86.	7. In case there is a inordinate delay in the project on behalf of the HITES, will there be a proportionate increase in the consultants fee related to the latest CPWD cost Index applicable.	Terms and conditions of RFP prevail.
87.	8. It has not been stated that statutory payments to local bodies, GRIHA fee, EIA approval fee etc. shall be under the scope of the HITES. Please clarify	Statutory fees, if any, paid by the Architectural Consultant shall be reimbursed by the Client/HITES on submission of documentary evidence/payment receipt.
88.	9. The design bid/ technical bid is akin to a design completion where various architects are being asked to submit designs and based on the best design selected the work will be awarded. Since it is a Architectural design completion, format as prescribed by the Council of Architecture (A statutory body regulating of the Govt. of India) should be followed.	Terms and conditions of RFP prevail.



89.	<ul style="list-style-type: none"> <li>• Our Query-Are MSME and NSIC registered firm exempted from Bid Security? As stated in the certificate issued by the authority, that EMD and Tender Fees for all central procurement agencies and PSU is exempted for small and micro enterprises. Our Query- On Page No. 6- The Pre-Bid Conference date is 30.06.2017 while that at Page No. 9 the Pre-Bid Conference mentioned is 30.09.2017. Which is the correct date?</li> </ul>	<p>Government of India instructions shall be followed.</p> <p>Pre-Bid Conference was held on 30.06.2017 and no further Pre-Bid conference is to be held, refer amendment no.1.</p>
90.	<ul style="list-style-type: none"> <li>• REF Page No. 9- Eligibility One 500 bedded Super-Specialty/Multi-Specialty Hospital with Teaching facility in India/abroad OR One 750 bedded Super Specialty/ Multi-Specialty Hospital facility in India/ abroad. Our Query- Means that the 750 bedded hospital can be a non-teaching hospital. Is it correct?</li> </ul>	<p>750 bedded Super Specialty / Multi Specialty hospital can be non-teaching hospital</p>
91.	<ul style="list-style-type: none"> <li>• REF Page No. 10- An Architect of the Architectural Consultant shall be registered with Council of Architecture or shall be a person authorized under Section 37.1 (b) of the Architects Act, 1972. Our Query- The Foreign Consultant shall not be registered with Council of Architect. Are they still permitted?</li> </ul>	<p>Terms and conditions of RFP prevail.</p>
92.	<ul style="list-style-type: none"> <li>• REF Page No. 10- Foreign Consultant / Foreign consortium shall give an undertaking along with their Bid that they will establish an office in India as per rules and law of Govt. of India before signing the agreement. Our Query- If the foreign are in consortium with Indian partner, do they still have to establish office in India other than their Indian Partner?</li> </ul>	<p>Terms and conditions of RFP prevail</p>
93.	<ul style="list-style-type: none"> <li>• REF Page No. 16, Para-A- The Service Tax shall be reimbursed by HITES Our Query- Why it cannot be paid along with the Invoice of the Consultant and the deposit receipt can be verified during the next payment by virtue of this, financial</li> </ul>	<p>Terms and conditions of RFP prevail.</p>

	burden on the appointed consultant is reduced.	
94.	<ul style="list-style-type: none"> <li>REF Page No. 32, 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 personnel's for each location.</li> </ul> <p>Our Request- We request that same team may be proposed for two locations at the time of technical submission and on award of work separate team can be formed as per the locations awarded.</p>	Terms and conditions of RFP prevail.
95.	<ul style="list-style-type: none"> <li>REF Page No. 33, Para 2B- The awards by the Indian Government subsidy should also be considered for marking (Page 33-2B)</li> </ul>	Terms and conditions of RFP prevail.
96.	<ul style="list-style-type: none"> <li>REF Page No. 86, - Volume-III, Scope of Work, Client Requirements &amp; Scope Of Services</li> </ul> <p>Our Query- Scope of services such as Plumbing, HVAC, Firefighting &amp; other services are not clearly mentioned so can you please Elaborate on this part?</p> <p>We understand that Statutory fees for approval of GRIHA Rating-5 STAR VER 3 payable by client, only required assistance will be given by consulting firm.</p>	Terms and conditions of RFP prevail.
97.	<ul style="list-style-type: none"> <li>REF Page No. 91, 4.2 Indicative details of various facilities-Nursing College</li> </ul> <p>Our Query- We request you to provide details of Expansion of Nursing college up to what Intake capacity. Also we wanted to know whether building is within the campus or outside of campus.</p>	A Nursing College with intake of 60 B.Sc. Nursing students every year is to be planned within the campus.
98.	<ul style="list-style-type: none"> <li>Any special CPWD NORMS which has to be considered as per Punjab CPWD except JCI Accreditation.</li> <li>We received the PDF copy of Survey plan; we request the copy of same in AUTO CAD format.</li> </ul>	<p>Terms and conditions of RFP prevail.</p> <p>Topographical survey plan in CAD format is Attached herewith.</p>

99.	Query no.1: General conditions of the contract/page no.69/1.5 To be modified as- Design Consultant	Terms and conditions of RFP prevail.
100.	Query no 2: General conditions of the contract/page no.70/ clause 4 to be modified as- "This should be made contingent upon payment to HKS in full for all services and reimbursable expenses."	Terms and conditions of RFP prevail.
101.	<u>Query no 3:</u> General conditions of the contract/page no.71/ clause 5.1 To be modified as-" And subject to reasonable skill and care"	Terms and conditions of RFP prevail.
102.	<u>Query no 4:</u> General conditions of the contract/page no.73/ clause 7 To be modified as-"Partial payment should be allowed as on many occasions client can delay certifications".	Terms and conditions of RFP prevail.
103.	<u>Query no 5:</u> General conditions of the contract/page no.73/ clause 8 to be modified as-"Liquidated Damages are not insurable, we need to author the design schedule."	Terms and conditions of RFP prevail.
104.	<u>Query no 6:</u> General conditions of the contract/page no.73/ clause 9 Not Acceptable- Extension of Time equate to costs by design consultant. If the project time is extended, the design consultant should be compensated for the added costs.	Terms and conditions of RFP prevail.
105.	<u>Query no 7:</u> General conditions of the contract/page no.74/ clause 12.1 to be modified as- "Shall hold harmless and indemnify HITES, against any liability because of personal injury or death of any employee of Architectural Consultant and arising out of or in consequence of the performance of this Agreement"	Terms and conditions of RFP prevail.
106.	<u>Query no 8:</u> General conditions of the contract/page no.74/ clause 12.3 to be modified as "Architectural Consultant shall hold harmless and indemnify HITES against any liability arising in respect of: a) Injury to or death of Architectural Consultant's employees, agents and project implementation agency or any other persons to the extent caused by consultant and"	Terms and conditions of RFP prevail.
107.	<u>Query no 9:</u> Page 79, Clause 23.1 (ii)_General conditions of the contract, to be modified as- of sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the chairman & managing Director,	Terms and conditions of RFP prevail.

	<p>HITES and consultant within 7 days from the receipt of request from the Design consultant. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons, whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman and Managing Director, HITES of the appeal. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director, HITES as aforesaid should act as Arbitrator. It is also a term of the contract that if the design consultant thus not make any demand for appointment of Arbitrator in respect any claims in writing as aforesaid within 180 days of receiving the intimation from HITES and consultants that the final bill is ready for payments, the claim of the design consultants shall be deemed to have been waived and absolutely barred and HITES shall be discharged and released of all liabilities under the contract and in respect of these claims. The Arbitration shall be conducted in accordance with the provision of the Arbitration and conciliation act 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.</p>	
108.	Query no 10: Page 83, Clause 33.8_General conditions of the contract:- Don't agree	Terms and conditions of RFP prevail.
109.	Query no 11: Page 63, Form T-1 Form T1 (D) Financial capacity of the bidder/Page 76 We are a Subchapter S ( S Corporation) firm. We can submit the financial statement issued by the company CFO/CPA certified Public Accountant	As per Form- T1 (D) given on page 63 of RFP document, it is clearly mentioned that audited accounts are to be submitted. Financial statement issued by the company's CFO is not acceptable. The audited financial statement certified by Chartered accountant / Certified public accountant is acceptable.

110.	Query no 12: General Queries, to be modified as "It should be modified to 80:20 percentage. This is common on global institutional projects."	Terms and conditions of RFP prevail.
111.	Query no 13: 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.	It is clarified that either an Architect of the Design Consultant should be registered with the Council of Architecture or a person authorized under Section 37.1. (b) of the Architects Act 1972. The Consortium partner should be registered with Council of Architect.
112.	<u>Query no 14:</u> General Queries:- HKS as registered as the Design Consultant (HKS India Design Consulting Pvt. Ltd) is not registered with the Council of Architects India, under the Architects Act 1972. The drawings submitted by the Design Consultant (HKS) will be deemed to being issued as a Design advisory document from the Design Consultant to the client. The documents are to be issued for construction at site only after and verification by an Architect registered with Council of Architect, India. We will be unable to sign/seal and stamped on the drawings whereas our consortium partner will be able to sign on the drawings submitted.	The Consortium partner registered with Council of Architect can sign/seal and stamp on the drawings.

**Important Note:**

1. The above amendment shall form part of the RFP Document and is to be submitted duly signed by the applicants along with their Application.
2. All other terms & condition of RFP document remains unchanged.
3. Prospective bidders are advised to regularly scan through HLL/ HITES and CPP Portal for corrigendum/amendments etc. and separate advertisement will not be made for this.

**The Vice President (ID)**  
**M/s HLL Infra Tech Services Ltd. (HITES)**