

CORRIGENDUM-I
DATE OF ISSUING CORRIGENDUM-I: 25-01-2021

"Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospitals at Haridwar, Bhopal, Hyderabad and Trichy premises of BHEL & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP)."
Tender Reference No. AA: GAX:20: TA: 104, dated 06-01-2021

With reference to above mentioned NIT, following corrections herein is being made:


S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
1	Schedule S.No. 9	last date/time for receipt of tender	Last date/ time for receipt of tender: 27-01-2021 by 02:30 PM	It is requested that in order to allow for a comprehensive and competitive proposal submission, at least two weeks time may be provided for submission of bids from the date of issuance of the clarifications to the pre-bid queries.(Raised by several bidders)	Last date/ time for receipt of tender revised as: 10-02-2021 by 02:30 PM
2	1.16 (x)	1.16. TENDER EVALUATION / EVALUATION OF BIDS:	x. The team members considered for claiming experience under evaluation criteria, and to be deployed for this project should be full-time employees of the consulting firm.	As per Clause 1.16 (i), it is mentioned that the consulting firm can take support of another consultant for undertaking part of the work. Hence the key personnel and the team may also include key personnel from associated consultant. Also, for the legal expert, we need to associate with a legal consultant. Hence, we request you to consider deleting the requirement of full- time employees.	The team member considered for claiming experience under evaluation criteria and to be deployed for the project should be full time employees of the consulting firm,except legal expert and Healthcare delivery Expert. For legal expert and Health care expert are not the full time employee of Consulting firm, the documents in support of Contractual association between the bidder & legal firm/legal expert/ Health care expert shall be submitted. Requisite qualification and experience of both experts should meet PQR as already specified in tender.
3	1.16 (b), Point no. iii	1.16. TENDER EVALUATION / EVALUATION OF BIDS	(iii) The bidders with scores (ST) of equal to or more than seventy (60) out of one hundred (100) will be considered for further evaluation including the opening of price bids and shall be ranked from highest to the lowest on the basis of their technical score.	There is a discrepancy in the score as mentioned in the text (seventy) and as mentioned in figure (60). Please clarify.	The bidders with scores (S _T) of equal to or more than sixty (60) out of one hundred(100) will be considered for further evaluation including the opening of price bids and shall be ranked from highest to the lowest on the basis of their technical score.



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S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
4	2.8	PROFESSIONAL LIABILITY:	<p>a. The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made. BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.</p> <p>b. In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled.</p>	Consulting/TA deliverables undergo rounds of client review and feedback before finalization of deliverables. Such review cycles are not deficiencies in the work product but improvements which are essential for the process of TA. Suggest to change this language to an alternative allowing for review and finalization of deliverables post feedback from BHEL	2.7(b). In case, any deficiency is observed or the final recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled.
5	3.2	SERVICES REQUIRED AND DELIVERABLES: PHASE-II DELIVERABLES	<p>BID PROCESS MANAGEMENT</p> <ul style="list-style-type: none"> To prepare Expression of Interest / RFQ or both as the case may be, for inviting proposals from eligible bidders. Market outreach To meet potential bidders to promote the project and encourage them to participate in the bidding. It is generally expected that at least 3-5 bidders should be attracted at RFQ / EOI stage and three qualified bidders for RFP stage. Assistance in Finalization of request for proposal / Bid documents Assistance in Conducting pre-bid meeting To assist the BHEL in responding to the queries that may be raised during the Pre-bid meetings and prepare minutes along with addendum / corrigendum to the request for proposal /bid documents as required. Upon receipt and opening of bids, facilitate BHEL to prepare technical and Financial bid evaluation reports with recommendations. Prepare draft letter of award to be issued to the concessionaire Assist BHEL in Reviewing of SPV documents submitted by concessionaire To prepare legally vetted contract agreement for the project. Assistance in signing of the agreement with the selected Partner. 	<p>Is the TA required to create a secure data bank for all locations as part of the overall bid management exercise? Please clarify</p> 	<p>BID PROCESS MANAGEMENT</p> <ul style="list-style-type: none"> To prepare Expression of Interest / RFQ or both as the case may be, for inviting proposals from eligible bidders. Market outreach To meet potential bidders to promote the project and encourage them to participate in the bidding. It is generally expected that at least 3-5 bidders should be attracted at RFQ / EOI stage and three qualified bidders for RFP stage. Assistance in Finalization of request for proposal / Bid documents Assistance in Conducting pre-bid meeting To assist the BHEL in responding to the queries that may be raised during the Pre-bid meetings and prepare minutes along with addendum / corrigendum to the request for proposal /bid documents as required. Upon receipt and opening of bids, facilitate BHEL to prepare technical and Financial bid evaluation reports with recommendations. Prepare draft letter of award to be issued to the concessionaire Assist BHEL in Reviewing of SPV documents submitted by concessionaire To prepare legally vetted contract agreement for the project. Assistance in signing of the agreement with the selected Partner. At any stage, if creation & maintenance of secure data bank is required by BHEL then necessary space for the same shall be provided by BHEL on its server.

Notes: This corrigendum shall be treated as part of the tender enquiry; hence all the bidders are requested to enclose duly signed & stamped Corrigendum-I along with Part-I bid. Rest all terms & conditions and other clauses of NIT No. AA: GAX:20: TA: 104, dated 06-01-2021 will remain same.

ADDENDUM-I
DATE OF ISSUING ADDENDUM-I: 25-01-2021

"Engagement of Transaction Advisor (TA) for Carrying out the Technical & Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospitals at Haridwar, Bhopal, Hyderabad and Trichy premises of BHEL & one of the office Building of BHEL which is to be converted into multi-specialty/super- specialty hospital at Noida through Public Private Partnership (PPP)."
Tender Reference No. AA: GAX:20: TA: 104, dated 06-01-2021

With reference to above mentioned NIT, following ammendments herein is being made:

S.No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
1	1.2	Site visit and verification of information	Before submission of Offer, the bidders are advised/encourages to inspect the site(s) of work and the environments and be well acquainted with the actual working, site(s) conditions, location, surroundings and other prevalent conditions, availability of drawings/documents and other data with the BHEL facilities available, obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.	Considering limited travel options due to ongoing COVID pandemic, we request for brief profiles of each hospital. Information like age of building, inception year of the facility, no. of inpatient beds, key services being offered, key volume indicators for a year such as total OP consultations, admissions, radio diagnostics, lab diagnostics, major surgeries etc.	Brief details like number of beds, number of beneficiaries, area of respective hospitals etc is as follows: 1.Name of Hospital: BHEL Main Hospital, Haridwar Location : Haridwar Number of beds : 183 Existing Area (sqmt): 42,540 Number of beneficiaries: 24,273 2.Name of Hospital: Kasturba Hospital,BHOPAL Location : BHEL BHOPAL Number of beds : 300 Existing Area (sqmt): 62,000 Number of beneficiaries: 43,984 3. Name of Hospital: BHEL General Hospital,Hyderabad Location : RC Puram,Hyderabad Number of beds : 157 Existing Area (sqmt): 9,545 Number of beneficiaries: 52,151 4. Name of Hospital: BHEL Hospital, Trichy Location : Trichy Number of beds : 200 Existing Area (sqmt): 7,700 Number of beneficiaries: 1,44,183
2	1.13	PARTICIPATION OF THE BIDDER & AUTHORISED SIGNATORY OF BIDS:	"Bidder must be registered under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit.....a. by the proprietor, in case of a proprietary firm; or b. by a partner, in case of a partnership firm and/or a limited liability partnership; or c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; Notes: In case of limited company or corporation a copy of the Power of Attorney certified under the hands of CEO or director of the Applicant and notarized by a notary public in the form specified in Annexure-H shall accompany the Proposal. In case of proprietorship: Proof of ownership In case of Partnership: Deed of partnership including name of the signing partner"	We understand that a certificate of registration of the firm and a resolution by the Designated Partners providing the names of the Partners authorized to sign on behalf of the firm will suffice the requirement. Please confirm.	1.13. PARTICIPATION OF THE BIDDER & AUTHORISED SIGNATORY OF BIDS: Bidder must be registered under relevant applicable Indian/Foreign Laws and in case of foreign business entity, it must be authorized by the global principal to operate in India through its branch office in India. Bidder shall submit the bid authenticated by an authorized person from any of his offices in India who will be interacting with BHEL during evaluation of the bid. The bidder's bid should not carry any sections like clarifications/ 'as orally told'/ 'to be discussed'/ interpretations and assumptions. All pages of the bid including formats & annexures, and all pages of the RFP document, together with subsequent clarifications/ corrigendum issued shall be duly signed, dated and stamped by the authorized representative (the "Authorized Representative") as detailed below: a. by the proprietor, in case of a proprietary firm; or b. by a partner, in case of a partnership firm and/or a limited liability partnership; or c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; Notes: In case of limited company or corporation a copy of the Power of Attorney certified under the hands of CEO or director of the Applicant and notarized by a notary public in the form specified in Annexure-H shall accompany the Proposal. In case of proprietorship: Proof of ownership In case of Partnership: Deed of partnership including name of the signing partner In case of LLP: certificate of registration of the firm and a resolution by the Designated Partners/Board providing the names of the Partners authorized to sign on behalf of the firm.
3	2.6	GLOBAL RESOURCE SHARING:	All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any additional costs. For this, the bidder must provide Letter of Comfort for sharing the global resources (Annexure-L).	We are firm registered in India with not overseas branches. We understand that this Annexure is not applicable. Kindly confirm our understanding.	All the global resources including domain area experts of the bidder should be available to BHEL for this engagement without any additional costs. For this, the bidder must provide Letter of Comfort for sharing the global resources (Annexure-L). Letter of comfort is applicable incase of bidding entity using the credential of its parent company. Parent company needs to provide mentoring support to bidding entity.



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Tender Reference No. AA: GAX:20: TA: 104, dated 06-01-2021

With reference to above mentioned NIT, following ammendments herein is being made:

S.No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
4	3.2	SERVICES REQUIRED AND DELIVERABLES PHASE-I ENVIRONMENTAL AND SOCIAL SCOPING STUDY	Identify key environmental and social (E&S) risks and impacts, and specific mitigation measures and actions to reduce project risks and enhance benefits in compliance with applicable regulations	We understand that these would be preliminary E&S studies and it would be responsibility of the selected Concessionaire to undertake detailed E&S studies and take the required approvals.	Identify key environmental and social (E&S) risks and impacts and specific mitigation measures and actions to reduce project risks and enhance benefits in compliance with applicable regulations. Required E&S study has to be conducted by bidder. Further, bidder also has to assist & coordinate in obtaining approvals by BHEL from regulatory authorities as required.
5	2.8	PROFESSIONAL LIABILITY:	<p>a. The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made. BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.</p> <p>b. In case, any deficiency is observed or the recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled.</p>	<p>We request the Authority to please insert sub clause C of Clause 2.8 'Professional Liability'. The proposed sub clause C is mentioned as under:</p> <p>a. "Total liability of the Transaction Advisor shall be limited to the actual fees paid to the Transaction Advisor for this assignment.</p> <p>b. Transaction Advisor shall not be liable for any indirect loss or consequential damages including but not limited to loss of profit and loss of data.</p> <p>c. Liability of the Transaction Advisor if any, shall expire one year after the completion of the assignment."</p>	<p>(a.) The consulting firm is expected to carry out its assignment with due diligence and in accordance with the prevailing standards of the profession. The consulting firm shall provide detailed reports / presentations in line with deliverables. The reports/ presentations shall be reviewed by BHEL for validation of the suggestions/ progress made. BHEL may also at times engage any other party for validation of the recommendations made by the consulting firm.</p> <p>(b) In case, any deficiency is observed or the final recommendations suggested by the consulting firm is not appropriate, the report/presentations shall not be accepted and the consulting firm would be required to make a fresh report/presentations. Such delays in the final acceptance of the consulting firm's report/presentation after every stage shall be considered as deficiency in service. To avoid deficiency in service and delays arising out of such events, it shall be the endeavor of the consulting firm to hold mutual discussions with BHEL at every stage in order to complete the activities as scheduled..</p> <p>(c) The TA shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant's fraud or to the extent prohibited by applicable law or professional obligations.</p>

Notes: This addendum shall be treated as part of the tender enquiry; hence all the bidders are requested to enclose duly signed & stamped Addendum-I along with Part-I bid. Rest all terms & conditions and other clauses of NIT No. AA: GAX:20: TA: 104, dated 06-01-2021 will remain same.




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S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
1	1.15 (b)	TENDER PRICES:	b. While quoting the "CONSULTANCY CHARGES", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Insurance-Premium, Overheads, Profit Margins, Conveyance Charges, Amount of Security Deposit, Statutory Requirements / Obligations, Contractual Obligations and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses / exigencies (including bearing of penalty by Bidder as per Tender Document) so as to ensure continuity of services. It is the responsibility of the bidder to educate himself about all obligations to be performed under the contract, the financing cost, administrative expenses, Statutory liabilities, etc. and then submit the price accordingly.	From our previous experience, we understand that such project requires few rounds of road shows/project publicity events to attract suitable PPP partners and consultative meetings with the prospective PPP partners at various locations. Some other activities include publication of EOIs/ RFQs/ RFPs through print media/portals/website etc. We understand Authority shall bear the financing of all such activities and it will not be part of Tender Price (Financial Quote) by the TA/Consultant.	BHEL Generally hosts all its RFQ/EOI/RFP at BHEL websites and CPP Portal. Further, inline with scope mentioned in RFP, Bidders are to make necessary arrangement for Project publicity on various platforms / modes to attract prospective investors without any additional cost to BHEL.
2	1.16(b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: b. Evaluation Parameter/criteria and Marks: A. FIRM EXPERIENCE	A. FIRM EXPERIENCE Experience of providing Consulting/ Transaction Advisory/ Bid Process management/ Consultancy services in last seven years.	Experience of providing Consulting/Transaction Advisory/Bid Process Management/Development of DPR/Consultancy services for Infrastructure Planning & Designing , Construction Supervision & Monitoring in last seven years.	No change
3	1.16(b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: b. Evaluation Parameter/criteria and Marks: A. FIRM EXPERIENCE Under Criteria	Criteria Select any one response from each category Projects on PPP in health sector of project cost equal or more than 100 Cr. 1 project: 4 marks 2 Projects: 8 marks >2 Projects: 10 marks	Projects on PPP Transaction Advisory, Consulting/ Bid Process Management/ Development of DPR/ Cost Estimates & BOQ's/ Infrastructure Revamping/ Consultancy services for Infrastructure Planning & Designing/ Construction supervision & monitoring of projects cost equal or more than 100 cr.	No change
4	1.16(b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria	a. Team Leader: Must have Management or higher degree with experience in Health sector under PPP as a team Leader 5 years: 3 marks >5-7 years: 4 >7 years: 5 marks In addition to the above Team Leader will get two marks for each completed PPP transection in health sector where he worked as a team leader	In addition to the above Experts will get the marks on each Completed/ On-going project's	No change 

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S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
5	1.16.b & 1.16 (iv)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: A. FIRM EXPERIENCE Under Criteria B. Key Personnel Experience Under Criteria	iv. For various evaluation parameters as mentioned in Section 1.16.(b) and its sub-sections, only completed works (completion of project shall mean signing of Concession Agreement with Concessionaire) shall be considered as consulting engagements.	Clause 1.16 (iv) requires only the completed projects for the purpose of evaluation. Given the fact that there are very limited completed health sector PPP project in India, we request the authority to consider ongoing health sector PPP projects that have completed the tendering phase but only selection and signing of concessionaire agreement is in progress.	No change
6	1.16 (b) B b.	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria b Healthcare Delivery Expert/ Medical Expert:	b. Healthcare Delivery Expert/ Medical Expert: Must have MBBS and 2 yrs full time program in Hospital Management/ Administration with experience in health sector as a medical expert/Healthcare delivery expert under PPP, 5 years - 4 marks >5-7 yrs.- 5 marks >7 yrs.- 6 marks One mark for each completed project in Health Sector under PPP mode where he worked as Medical Expert/Healthcare Delivery Expert. (Maximum 4 marks)	The minimum educational qualification of Healthcare Delivery Expert/Medical Expert requires MBBS. We request you to consider MBBS/BHMS/BAMS and 2 Years full time programme in hospital management/administration/business administration	No change



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7	1.16 (b) B and 5.3	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria b Healthcare Delivery Expert/ Medical Expert: and EXPERIENCE OF KEY PERSONNEL : Healthcare Delivery Expert	<p>b. Healthcare Delivery Expert/ Medical Expert: Must have MBBS and 2 yrs full time program in Hospital Management/ Administration with experience in health sector as a medical expert/Healthcare delivery expert under PPP,</p> <p>5 years - 4 marks >5-7 yrs.- 5 marks >7 yrs.- 6 marks One mark for each completed project in Health Sector under PPP mode where he worked as Medical Expert/Healthcare Delivery Expert. (Maximum 4 marks)</p> <p>Healthcare Delivery Expert: PROFESSIONAL EXPERIENCE IN CONSULTANCY SERVICES: Minimum 10 Years out of which minimum 5 year must be in Health Sector under PPP</p>	<p>The minimum experience required for “Healthcare Delivery Expert/Medical Expert” is 10 years out of which 5 years in Health sector PPP. Also, under scoring criteria, the number of completed health PPP projects required for achieving full marks is kept as 4.</p> <p>We request you to consider 5 years of experience in “Health Sector Projects” under Clause 5.3 of Section V and consider “Health Sector Projects” for scoring under Clause 1.16 (b) B of Section I. The definition of “Health Sector Projects” is as provided under Section V of RFP.</p>	No change
8	1.16 (b) C	1.16. TENDER EVALUATION / EVALUATION OF BIDS: C. Business presentation	<p>Business presentation</p> <p>i) Approach of implementation ii) Success stories along with impact created on the ground through similar engagement in past iii) Team & support team competencies</p>	We understand the approach & methodology will not be submitted as part of proposal. The same will be presented as part of business presentation post submission of the proposal. Please confirm	<p>Refer clause 1.16(a).</p> <p>BHEL has adopted a three-part bid evaluation process (collectively the “BID Evaluation Process”) in evaluating the bids comprising technical and financial bids to be submitted as described in RFP. In the first stage, a technical evaluation will be carried out as per PQR (Section-V). The Techno-Commercial bid of only those bidders who will meet pre-qualification criteria shall be evaluated as per the Quality & Cost Based Selection (QCBS) system which will include 70% weighted score for quality (techno-commercial bid) and 30% weighted score for the price (price bid). Such bidders shall be intimated through email/telephonically; about date, time & venue of their Business Presentation as mentioned in below explained Quality & Cost Based Selection (QCBS) process.</p>



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S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
9	1.16 (b)	Firm Experience: Projects on PPP in health sector of project cost equal or more than 100 Cr. 1 Project: 4 Marks 2 Projects: 8 Marks > 2 Projects: 10 Marks		As per the Master list of Infrastructure (issued by Ministry of Finance, Govt. of India), hospital / healthcare projects are considered as Infrastructure projects. Accordingly, experience in transaction advisory of Infrastructure PPP projects is also relevant experience to this assignment. Mazars has very rich experience in transaction advisory in various infrastructure sectors such as Roads and Highways Sector, Power Sector, Education. We have handled more than 50 transaction advisory projects in various infrastructure sectors. We request the Authority to include experience of Infrastructure projects in this clause. Suggested modification is as under: Projects on PPP in health / infrastructure sector of project cost equal or more than 100 Cr. 1 Project: 4 Marks 2 Projects: 8 Marks > 2 Projects: 10 Marks	No change
10	1.16 (b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria	PPP Expert Post graduate or MBA / PGDM with experience in health sector under PPP, 5 Years: 4 Marks >5-7 years: 5 Marks >7 Years: 6 Marks In addition to above the Expert shall get: One mark for each completed project in Health Sector under PPP mode where he worked as PPP expert (Maximum 4 marks)	As per the Master list of Infrastructure (issued by Ministry of Finance, Govt. of India), hospital / healthcare projects are considered as Infrastructure projects. Also, there are very few PPP projects in healthcare sector has been undertaken in India. Accordingly, experience in Infrastructure PPP projects can also be relevant experience for this assignment. Considering above, we request the Authority to modify this criterion. Suggested modification is as under: Suggested modification is as under: "Post graduate or MBA / PGDM / CA with experience in health / infrastructure sector under PPP, 5 Years: 4 Marks >5-7 years: 5 Marks >7 Years: 6 Marks In addition to above the Expert shall get: One mark for each completed project in Health / Infrastructure Sector under PPP mode where he worked as PPP expert (Maximum 4 marks)"	No change



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S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
11	1.16 (b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria	Finance Expert CA / CMA / MBA or PGDM - Finance with experience in health sector under PPP, 5 Years: 3 Marks >5-7 years: 4 Marks >7 Years: 5 Marks One mark for each completed project in Health Sector under PPP mode where he worked as Finance expert (Maximum 3 marks)	As per the Master list of Infrastructure (issued by Ministry of Finance, Govt. of India), hospital / healthcare projects are considered as Infrastructure projects. Also, there are very few PPP projects in healthcare sector has been undertaken in India. Accordingly, experience in Infrastructure PPP projects can also be relevant experience for this assignment. Considering above, we request the Authority to modify this criterion. Suggested modification is as under: Suggested modification is as under: "CA / CMA / MBA or PGDM - Finance with experience in health / infrastructure sector under PPP, 5 Years: 3 Marks >5-7 years: 4 Marks >7 Years: 5 Marks One mark for each completed project in Health / Infrastructure Sector under PPP mode where he worked as Finance expert (Maximum 3 marks)"	No change
12	1.16 (b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria	Key Personnel: Team Leader Team Leader must have Management or higher degree with experience in health sector under PPP as a Team Leader 5 years: 3 marks >5 - 7 Years: 4 Marks >7 Year: 5 Marks In addition to the above Team Leader will get two marks for each completed PPP transaction in health sector where he worked as a team leader (Maximum 10 marks)	Presently not many health PPP projects have been undertaken in India and are successfully completed. An experienced Team Leader that has experience of working in health sector and other sectors will therefore be beneficial for successful execution of the assignment. The Team Leader will further draw on sector experience of the healthcare delivery expert and other experts in the team Considering above, we request the Authority to modify this criterion. Suggested modification is as under: "Team Leader must have Management or higher degree with experience in health and other infrastructure sector under PPP as a Team Leader. 5 years: 3 marks >5 - 7 Years: 4 Marks >7 Year: 5 Marks In addition to the above Team Leader will get two marks for each completed / ongoing PPP transaction in health / infrastructure sector where he worked as a team leader (Maximum 10 marks)".	No change



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Tender Reference No. AA: GAX:20: TA: 104, dated 06-01-2021

With reference to above mentioned NIT, following CLARIFICATIONS herein is being made:

S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
13	1.16 (b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria	<p>PPP Expert</p> <p>Post-graduate or MBA / PGDM with experience in health sector under PPP,</p> <p>5 Years: 4 Marks >5-7 years: 5 Marks >7 Years: 6 Marks</p> <p>In addition to above the Expert shall get: One mark for each completed project in Health Sector under PPP mode where he worked as PPP expert (Maximum 4 marks)</p>	<p>Presently not many health PPP projects have been undertaken in India and are successfully completed.</p> <p>Considering above, we request the Authority to modify this criterion. Suggested modification is as under:</p> <p>“Post graduate or MBA/ PGDM with experience in health sector under PPP,</p> <p>5 Years: 4 Marks >5-7 years: 5 Marks >7 Years: 6 Marks</p> <p>In addition to above the Expert shall get: One mark for each completed / ongoing project in Health Sector under PPP mode where he worked as PPP expert (Maximum 4 marks)”</p>	No change
14	1.16 (b)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: B. Key Personnel Experience Under Criteria	<p>Finance Expert</p> <p>CA / CMA / MBA or PGDM - Finance with experience in health sector under PPP,</p> <p>5 Years: 3 Marks >5-7 years: 4 Marks >7 Years: 5 Marks</p> <p>One mark for each completed project in Health Sector under PPP mode where he worked as Finance expert (Maximum 3 marks)</p>	<p>Presently not many health PPP projects have been undertaken in India and are successfully completed.</p> <p>Suggested modification is as under:</p> <p>“CA / CMA / MBA or PGDM - Finance with experience in health / infrastructure sector under PPP,</p> <p>5 Years: 3 Marks >5-7 years: 4 Marks >7 Years: 5 Marks</p> <p>One mark for each completed / ongoing project in Health / Infrastructure Sector under PPP mode where he worked as Finance expert (Maximum 3 marks)”</p>	No change



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S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
15	1.16 (b) (A)	1.16. TENDER EVALUATION / EVALUATION OF BIDS: b. Evaluation Parameter/criteria and Marks: A. FIRM EXPERIENCE	A. FIRM EXPERIENCE Experience of providing Consulting/ Transaction Advisory/ Bid Process management/ Consultancy services in last seven years.	Given that very few PPP projects in the health sector have happened in the past, it is requested that the time horizon for the firm experience may please be increased to 10 years.	No change
16	1.16 (b)iv	1.16. TENDER EVALUATION / EVALUATION OF BIDS b. Evaluation parameter/criteria and marks:	(iv) iv. For various evaluation parameters as mentioned in Section 1.16.(b) and its sub sections, only completed works (completion of project shall mean signing of Concession Agreement with Concessionaire) shall be considered as consulting engagements	We understand that the provision is applicable only to the requirement mentioned in clause 1.16(b) (A). Kindly confirm if our understanding is correct.	No change w.r.t to the Original Clause. It is applicable for both clause 1.16 (A) & clause 1.16 (B)
17	1.18	1.18. EARNEST MONEY DEPOSIT (EMD):	"1. Each Bidder, participating in the tender, has to deposit/furnish EMD of ₹200000/- in the following forms (along with the offer) in full:"	As per Office Memorandum (dated 17 th November 2020) issued by the Ministry of Finance, Govt. of India, "no provisions regarding Bid Security should be kept in the Bid Documents and only provisions for Bid Security Declaration should be kept in the Bid Documents". (Copy enclosed herewith). We, therefore, request the Authority to delete the clause and replace EMD with Bid Security Declaration. We further request the Authority to provide us the format of Bid Security Declaration.	No change
18	1.18 & 7.01	EMD requirement for 2 lakhs. Disqualification on non-furnishing of EMD	"1. Each Bidder, participating in the tender, has to deposit/furnish EMD of ₹200000/- in the following forms (along with the offer) in full:" 7.01 Envelope 3 containing EMD will be opened first and after due verification of EMD (as per clause No. 1.18), the Part-1 of the tender will be opened next and evaluated afterwards.	As per Ministry of Finance document dated 12th Nov 2020, No F.9/4/2020-PPD, provisions regarding bid security should not be kept in bid documents and only provision for bid security declaration should be kept. Therefore, we request to remove the EMD requirement in line with ministry of finance position on this matter.	No change
19	1.19	SECURITY DEPOSIT:	a. Security Deposit means the security provided by the Contractor/selected TA towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the total contract value.	As per Office Memorandum (dated 12 th November 2020) issued by the Ministry of Finance, Govt. of India, security deposit is reduced to 3% of the value of the contract value (Copy enclosed herewith). We, therefore, request the Authority to please reduce the security deposit to 3% of the contract Value.	No change



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With reference to above mentioned NIT, following CLARIFICATIONS herein is being made:

S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
20	1.33	1.33. INCIDENTS RESULTING IN TERMINATION OF CONTRACT:	a. The grounds mentioned hereinabove are not exhaustive but merely illustrative. BHEL reserves its rights to terminate the Contract (in whole or in part) at any time in the event the Contractor has contravened any provision of the Contract or any other legal requirement or due to repeated/habitual non-adherence to the qualitative, quantitative and time requirements stipulated in the Contract after giving a notice of 30 days for rectification of the same. If the Contractor has not rectified/ corrected the deficiencies stated in the written notice issued by BHEL, within the period of 30 days from the date of issue of notice, then the Contract may be terminated by BHEL by giving a written communication to the Contractor.	All termination clauses are onerous and do not provide for terminations by the TA. Suggest to appropriately include two way termination clause providing for the rights of the TA to terminate the contract under risk and independence impeding situations	No change
21	1.34	1.34. POST TECHNICAL AUDIT OF WORK & BILLS:	BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill.	Kindly provide the scope of the mentioned audit.	BHEL reserves the right to carry out a post payment audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc. and to enforce recovery of any sums becoming due as a result thereof in the manner provided into the proceeding sub-paragraph provided however, that no such recovery shall be enforced after three years of passing the final bill. This audit includes following: (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles. (b) Permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of the Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.
22	1.36	CONCILIATION:	If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.	We request that the provision be amended to provide that the Conciliators should be selected by mutual agreement between the parties.	No change 

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With reference to above mentioned NIT, following CLARIFICATIONS herein is being made:

S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
23	1.37	ARBITRATION:	<p>a. "In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be DELHI.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Notwithstanding the existence or any dispute or the Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 and as amended from time to time".</p>	We request that the provision be amended to provide that the Arbitrators should be selected by mutual agreement between the parties.	No change
24	1.37	ARBITRATION:	<p>a. "In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by BHEL.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be DELHI.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator.</p> <p>Notwithstanding the existence or any dispute or the Administrative Mechanism for Resolution of CPSES Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum Ref. No. F. No. 4 (1)/2013-DPE(GM)/FTS- 1835 dated 22.05.2018 dated 22.05.2018 and as amended from time to time".</p>	<p>We request you to kindly modify this clause as:</p> <p>In case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration as per the provisions of the Indian Arbitration and Conciliation Act, 1996 of an arbitrator appointed by BHEL.</p>	No change



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S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
25	2.13	USE OF CONTRACT DOCUMENTS, SPECIFICATIONS, DESIGN	The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information.	Our understanding is that use and disclosure of such deliverable information is essential to showcase credentials in other projects of similar nature. Since other clients too require similar project credential information, request to reconsider the clause and allow for TA for its use and disclosure	The consulting firm shall not, without BHEL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of BHEL in connection or to any person other than a person employed by the consulting firm in the performance of the work order/ contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The bidder will bind such employees to the secrecy of information. As per Non-disclosure agreement, in case of any deviation, approval shall be taken from BHEL
26	2.2	"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor"	"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor,"	Our understanding is that the current work contract will involve consulting services which are unlikely to cause any serious adverse event. Hence request to redact this clause	No change
27	3.2	Under phase III: Monitoring of Service Level Agreement (SLA)	Monitoring of Service Level Agreement ('SLA')	Monitoring of SLAs in phase 3: Is the project team expected to only monitor time and deliverable related SLAs or also do independent quality checks and BOQ conformity etc. In that case the project team will need to have quality engineers i.e. Civil, Structural, MEP etc. with them.	Project team is expected to monitor deliverable related to SLA and other scope mentioned in Phase III. No construction quality checks and BOQ conformity is expected by TA project team
28	3	PROPOSED PROJECT OBJECTIVE:	The whole project is development and operation of super-specialty hospitals through PPP modes at its Haridwar, Bhopal, Hyderabad, Trichy & Noida location with NABH /JCI accreditation and MCI standard	It is understood that the standard for development shall be on the basis of the study conducted by the consultant. Please confirm our understanding.	Standard for development shall be on the basis of the study conducted by the consultant or as decided by BHEL
29	3.2	Under Phase-I: AS IS ASSESSMENT AND FEASIBILITY OF THE PROJECTS	STUDY OF EXISTING SYSTEM/DATA WITH DUE DILIGENCE	We understand that BHEL will help provide data for all the locations and diligence of data does not involve validation of existing data of the hospitals. Please clarify	data available shall be provided along with supporting documents. Detail which are not available with BHEL, Bidders are to get the detailed examined and validated.



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30	3.2	Under Phase I: SITE ASSESSMENT:	<ul style="list-style-type: none"> Site SWOT analysis and assessment of site surroundings including connectivity, availability of off-site infrastructure Study of applicable land use and permissible developments as per applicable regulations 	Are there any particular off-site infrastructure to be captured specifically for this study? Please clarify	to be done as per the project requirement
31	3.2 & 4.4	Under Phase I: Conceptualize the project, stakeholder consultations have been advised CONSULTANT SHALL CONSULT/COORDINATE WITH:	STAKEHOLDER CONSULTATION Discussions with all the stakeholders about their opinions and possibilities of making the project self-sustainable.	Which stakeholders will need to be consulted? Will these be just BHEL or will also include individual hospital management? Or this includes the list of stakeholders per clause 4.4 on page 37 of RFP? Please Clarify	Bidders are also required to consult all stakeholder which necessitate as per the scope of work for making project self sustainable. And also coordinate to all agencies mentaioned in 4.4 of RFP
32	3.2	Under Phase-II: DETAIL PLAN OF HOSPITAL	Master facility layout	Is the TA expected to prepare detailed drawings of the facilities and site plan or would the deliverables be indicative Master Plan ? Please clarify	TA is expected to prepare a Master plan with facility layout, preparation of Detail civil/architectural and MEP drawing are not expected by TA
33	3.2	SERVICES REQUIRED AND DELIVERABLES: PHASE-II BID PROCESS MANAGEMENT	Market Out-reach	What are the expectations from the TA for market out-reach exercise? Are any conferences, and/or roadshows envisaged?	Bidders are expected to persuade, conduct meeting, conferences, advertisement to attract propective investors.
34	4.2	TIME AND PAYMENT SCHEDULE:	Feasibility report submission post stakeholder consultation	We request you to consider a deliverable as “Initial findings report based on field study and market assessment” prior to project feasibility report in Phase I. This will facilitate an interim discussion and taking feedbacks prior to finalizing the feasibility report. Please consider providing an additional 10% of payment for “Initial findings report based on field study and market assessment” over and above the 25% payment kept for Project feasibility report.	No change
35	4.3	Duration of the services under Note(b)	a. Phase II to be done only for the project approved by BHEL, if more than one project is selected by BHEL, the entire activities in phase II has to be completed in 6 months.	The maximum timeline for Phase II is kept as 6 months which is lower side. The closing of PPP transaction requires significant of effort and time for market consultation and project marketing. Hence, we request you to consider increasing the maximum timeline from 6 months to 8 months.	No change



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36	4.2	TIME AND PAYMENT SCHEDULE:	Payment Milestones- 25% of the payment to be done in Phase 1 in 6 months 60% of payment in Phase 2 in 6 months 15% of payment in Phase 3	While in phase 1 of 6 months majority of the PPP transaction work will be finished, payment milestone of just 25% will not sufficiently cover the effort incurred by the firm. We request that the Phase 1 milestone payment be increased to 40% of total fee	No change
37	5.2	Experience of the Consulting Firm	Note: For the above, the bidder needs to provide work order and certificate from the client w.r.t work completed /value of work executed by bidder.	We request you to kindly consider CA certified value of work executed by the bidder along with work order as a supporting for the projects.	No change
38	5.3	Experience of Key Personnel - Team Leader	Professional Experience in Consultancy Services - Minimum 15 Years out of which minimum 5 year must be in Health Sector under PPP	We request you to kindly consider below: Professional Experience in Consultancy Services - Minimum 12 Years out of which minimum 5 year must be in Health Sector under PPP.	No change
39	5.2	Experience of Consulting the Firm	Experience of the bidder towards executed / be executing project in health sector during the last 7 years requires contract business volume of: - Three projects each not less than Rs. 1.67 Cr., OR - Two projects each not less than Rs. 2.08 Cr., OR -One project each not less than Rs. 3.33 Cr.	Experience of the bidder towards executed / be executing project in health sector during the last 7 years requires contract business volume of: - Three projects each not less than Rs. 1.67 Cr., OR - Two projects each not less than Rs. 2.08 Cr., OR -One project each not less than Rs. 3.33 Cr. Whereas, average financial turnover of at least Rs. 1.25 Cr. only is required in each of the preceding three FYs under the clause 5.1. We request the Authority to please clarify if there is any correlation among these clauses.	No correlation
40	5.2	Experience of Consulting the Firm	Bidder needs to provide work order and certificate from the client w.r.t work completed/value of work executed by bidder.	Query: It is to mention that, typically for all projects, client does not issue certificate for completion of project and value of work executed for ongoing projects. Hence, we request you to consider statutory auditor certificate for payment received instead of certificate from client.	No change
41	5.1	Financial Capability	Average annual financial turnover during the last 03 years (2017-18; 2018-19 & 2019-2020) ending 31 st March' 2020 should be at least Rs.1.25 Cr. from consulting works in health sector. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2017, 2018 & 2019.	As per the Master list of Infrastructure (issued by Ministry of Finance, Govt. of India), hospital / healthcare projects are considered as Infrastructure projects. Accordingly, turnover from Infrastructure sector can also be included in financial capability. Suggested modification is as under: "Average annual financial turnover during the last 3 year (2017-18, 2018-19, 2019-20) ending 31st March 2020 should be at-least Rs. 1.25 Cr. from consulting works in health / infrastructure sector....."	No change




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42	5.3	Healthcare delivery Expert	Minimum 10 Years -out of which minimum 5 years must be Health sector under PPP	Presently not many health projects have been undertaken in the country on PPP mode therefore experts with minimum 5 years of work experience in this domain are generally not available. We therefore request you to relax this and suggested change is as follows: Minimum 2 years of work experience in health sector under PPP (for experts as asked in CV requirements)	No change
43	5.1	Financial Capability Average annual financial turnover during the last 3 year (2017-18, 2018-19, 2019-20) ending 31st March 2020 should be at-least Rs. 1.25 Cr. from consulting works in health sector.....	Average annual financial turnover during the last 03 years (2017-18; 2018-19 & 2019-20) ending 31st March' 2020 should be at least Rs. 1.25 Cr. from consulting works in health sector. In case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2017, 2018 & 2019.	As per the Master list of Infrastructure (issued by Ministry of Finance, Govt. of India), hospital / healthcare projects are considered as Infrastructure projects. Accordingly, turnover from Infrastructure sector can also be included in financial capability. Suggested modification is as under: "Average annual financial turnover during the last 3 year (2017-18, 2018-19, 2019-20) ending 31st March 2020 should be at-least Rs. 1.25 Cr. from consulting works in health / infrastructure sector....."	No change 
44		Annexure - N (Price Bid)	Total consultancy charges per project (lumpsum)	Currently the Annexure requires the bidder to quote fee for one project and the total fee shall be calculated by multiplying the fee for one project by the number of projects. Each of the five projects will require different level of efforts to deliver similar scope, it is therefore requested that bidder may be allowed separate fee for each of the five projects and the total fee can be the summation of the fee quoted for all the five projects.	No change
45	-	Termination	New Clause to be added	The bidder may terminate this Agreement, or any particular Services, immediately upon written notice to BHEL if the bidder reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Not accepted
46	4.2	TIME AND PAYMENT SCHEDULE:	Phase I* 1 feasibility report submission post stakeholder consultation 6 months : 20% 2 Approval on feasibility Report by BHEL for next phase : 5%	We request you to increase the total % of payment for Phase I from 25% to 35% as significant amount of effort will go for the activities under this Phase	No change
47		Environmental and social scoping studya.	Identify key environmental and social (E&S) risks and impacts, and specific mitigation measures and actions to reduce project risks and enhance benefits in compliance with applicable regulations	Whether primary monitoring (testing of Air, water, noise, soil quality parameters) and Socio-Economic Survey is necessary for Environmental and Social Scoping study. If primary monitoring is expected under the given scope, what would be the number of monitoring locations and frequency of sampling.	Social Scoping study and socio economic survey has to be conducted as per the requirement of the project for establishing project viability

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With reference to above mentioned NIT, following CLARIFICATIONS herein is being made:

S. No.	Clause/ Section No.	Reference / Subject	Description of the Clause	Suggestion/ Query	Reply from BHEL/Revised Clause
48	-	General		For the purpose of this assignment, we understand that the selected Transaction Advisor will co-ordinate for all deliverables through Authority office located in Delhi. Please confirm.	Central cordination will be done from Delhi Office, However TA need to visit project location for As is assement, market assessment and project monitoring etc as envisaged in scope of work and also need to coordinate with BHEL nodal officers at project locations
49		Requirement of Additional Team Members	consulting firm may deploy more resources as per the requirement of the project without any additional cost to BHEL.	We understand that as per the RFP scope, requirement of additional team member - Environment / Social impact assessment expert for 7 years with experience in doing ESIA for Infrastructure domain projects. Request Authority to kindly clarify.	Only 5 key personnels are mentioned in the RFP for evaluation. TA is required to deploy additional expert in respective field to deliver as per the scope mentioned which include Environment / Social impact assessment expert with adequate experience.Bidders need to furnish the details of support team in addition to key personnels along with business presentation. No additional payment shall be made by BHEL on this account.
50	1.6	(under section, General Conditions of Tender):	Number of Bid: No Bidder or its associate shall submit more than one bid for the consultancy. A bidder applying individually or as an associate shall not be entitled to submit another bid either individually or as member of consortium, as the case may be.	The proposed assignment envisages a mix of expertise (i.e. Technical expertise, PPP expertise and legal expertise), which may not be available with any single advisory firm in India to meet the qualification criteria as a Sole Bidder or as a Lead Bidder. Further, you may be aware that there are negligible successful PPP transactions of Hospitals in India. Keeping in view the above aspects, in order to have a wider competition and the right mix of Consultants which can best deliver the services, it is suggested that the Consortium of maximum (3) three Firms including legal firm should be allowed and the qualification requirements shall be met by the Consortium as a whole in aggregate. The above will encourage a wider competition for Bidding of the assignment and will provide a right mix of Consultants including Technical, Financial and Legal experts which will ensure successful completion of the Assignment.	Consortium is not allowed
51		A. FIRM EXPERIENCE	Experience of providing Consulting/ Transaction Advisory / Bid Process management / Consultancy services for last seven years.	The tenderer should have completed at-least one (1) project experience of conducting the feasibility studies and preparation of DPR for the establishment of Medical College having 100 seats and above Admissions with 500 bedded teaching hospital with capital cost of more than 500 crores as per MCI/NMC guidelines during last seven years of contract value of	No change
52			New Clause	iii. Authority shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.	Information shall be used only by BHEL for furtherance of project and for inhouse use

