

CORRIGENDUM POST PRE-BID MEETING HELD ON JANUARY 23, 2024

Tender No: GMDC-GVT/CSR/8/2023-24

**RFP: Selection of Management Consultant cum Transaction Advisor (MCTA)
for GMDC-GVT Health Sector Projects**

Sr. No.	Relevant Section in RFP and Page No.	Query	Response from GMDC-GVT
1	Scope of services and Current Requirements, Page No. 10	We understand that the scope for the Management Consultant cum Transaction Advisor includes four and not three projects. Kindly confirm.	The RFP for selection of Management Consultant cum Technical Advisor (MCTA) for FOUR Health Projects.
2	Approach and Methodology	We understand that there is no requirement of submitting Approach and Methodology as part of the Technical Proposal and the same shall be evaluated during the Technical Presentation. Kindly confirm.	Submission of Approach and Methodology in brief shall be submitted as part of Technical Proposal.
3	5. The Key Deliverables. Page No. 14	<p>Query 1: Phase I: Projects 1 & 2 and Phase II: Projects 3 & 4. Can Phase II be initiated after 3-4 months from the beginning of Phase I?</p> <p>Query 2: To conduct a feasibility study, it requires consultant to visit the place, collect the data, stakeholder consultation and report preparation for two project locations each under two phases which will take more time.</p> <p>Hence, we would request you to consider the following timelines:</p> <ul style="list-style-type: none">• Feasibility Reports for the projects - 3 months from the contract signing.• Tender documents for Projects - 5 months from signing of contract• Bid evaluation report for Projects - 7 months from signing of contract• Signed contract between GMDC-GVT and private partner for Projects - 8 months from signing of contract <p>Above suggested timeline for all four-project components in two phases Also please clarify if the timeline for four projects component in two phases will need to be completed simultaneously</p>	<p>Both the phases I & II are to be carried out simultaneously involving two separate teams for Gujarat and Odisha under the supervision of Team Leader.</p> <p>The revised timeline is as follows:</p> <ul style="list-style-type: none">• Feasibility Reports for the projects - 3 months from the contract signing.• Tender documents for Projects - 5 months from signing of contract• Bid evaluation report for Projects - 7 months from signing of contract• Signed contract between GMDC-GVT and private partner for Projects - 8 months from signing of contract

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4	6. Payment Terms Page No. 14	<p>Query 1: The payment terms seem to be quite restrictive. Significant efforts shall be undertaken by the Consultant during the Feasibility Study including Market Assessment, Site visits etc. Hence, we request that the payment terms may be modified as below:</p> <p>Phase 1 – Projects 1& 2:</p> <ul style="list-style-type: none"> • Feasibility Report for the 2 health projects: 25% of lumpsum fee (12.5% for each project) • Tender documents for the 2 health projects: 15% of lumpsum fee (7.5% for each project) • Bid evaluation report for the 2 health projects: 5% of lumpsum fee (2.5% for each project) • Signed contracts between GMDC-GVT and private partner: 5% of lumpsum fee (2.5% for each project) <p>Phase 2 – Projects 3 & 4:</p> <ul style="list-style-type: none"> • Feasibility Report for the 2 health projects: 25% of lumpsum fee (12.5% for each project) • Tender documents for the 2 health projects: 15% of lumpsum fee (7.5% for each project) • Bid evaluation report for the 2 health projects: 5% of lumpsum fee (2.5% for each project) • Signed contracts between GMDC-GVT and private partner: 5% of lumpsum fee (2.5% for each project) <p>Query 2 Since, there are four project location (two projects are in Gujrat and another two project locations are in Odisha), to work simultaneously, the consultant needs to deploy two separate team during the feasibility stages, resulting a considerable effort goes in site visit, stakeholder consultation, feasibility report preparation, project structuring, financial modelling etc. In view of this, we would like to suggest following payment milestone for your kind consideration: Feasibility Report – 25% Tender documents- 10% Bid evaluation report- 10%</p>	<p>Modified Payment Terms would be as below:</p> <p>Phase 1 – Projects 1& 2:</p> <ul style="list-style-type: none"> • Feasibility Report for the 2 health projects: 20% of lumpsum fee • Tender documents for the 2 health projects: 15% of lumpsum fee • Bid evaluation report for the 2 health projects: 5% of lumpsum fee • Signed contracts between GMDC-GVT and private partner: 10% of lumpsum fee <p>Phase 2 – Projects 3 & 4:</p> <ul style="list-style-type: none"> • Feasibility Report for the 2 health projects: 20% of lumpsum fee • Tender documents for the 2 health projects: 15% of lumpsum fee • Bid evaluation report for the 2 health projects: 5% of lumpsum fee • Signed contracts between GMDC-GVT and private partner: 10% of lumpsum fee

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		Signed contracts between GMDC-GVT and private partner – 5% Above suggested payment milestone are for all four-project components in two phases	
5	Deployment/Deliverable Based work	We understand that the proposed key personnel shall not be required to be deployed at GMDC's office during the period of the contract. Please confirm.	It is a ' Deliverable Based ' work. Hence, the team of selected agency need not to be deployed at GMDC-GVT.
6	3. Proposal Evaluation Page No. 22	<p>Team Leader</p> <ul style="list-style-type: none"> We request to reduce the maximum experience requirement of the Team leader to 15 Years. The revised criteria may be as below: <p>Educational Qualification: Postgraduate professional qualification in Business Management / Social Sector expert – 5 marks</p> <p>Experience: > 15 years: 10 marks >12 – 15 years: 7 marks 10 – 12 years: 5 marks</p> <p>Health sector Expert:</p> <p>The efficient execution of the SOW requires a Health Sector Expert with considerable experience of as-is- assessment of Healthcare facilities/healthcare infrastructure. People with MBBS degree mostly work as doctors in a Hospital Setup and don't prefer to work in a Consulting organisation. Hence, allocating additional weightage to 'MBBS degree' is quite restrictive. We therefore request that the criteria may be revised as below:</p> <p>Educational Qualification: Postgraduate professional qualification in Public Health/other health or management qualifications: 5 Marks</p> <p>Experience: > 5 years: 5 marks 3 –5 years: 2 marks</p>	<p>The Technical Evaluation Criteria for Team Leader's experience and educational qualification will prevail as mentioned in the RFP.</p> <p>Please refer below the revised criteria for Health Expert:</p> <p>Health sector Expert-Educational Qualification:</p> <ul style="list-style-type: none"> MBBS and MPH/MHA: 5 marks BDS/BAMS or equivalent bachelor's with Postgraduate qualification in Health/Management: 2 marks

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7	8. Payment Terms Clause 8.1 Page No. 26	<p>Query 1: The payment terms mentioned in Clause 6, Page 14 are milestone based. Please confirm on the actual payment terms.</p> <p>Query 2: We understand, the assignment is a lumpsum fixed price contract with delivery-based payment milestone, the clause 8.1 is contradictory to clause 6 payment terms (page no. 14), hence, requesting you to please remove the clause 8.1 to avoid the future ambiguity.</p>	The payment terms will be as per Clause 6, Page No. 14 i.e., Milestone Based and NOT based on Monthly Invoices.
8	Annexure, 2. Bidders Organization and Experience, B. Bidders experience, Page No. 31	<p>Clause 3.6. Scoring table, mentions 'Work order/Completion Certificates' to be provided under 'Documents to be submitted'. However, the subject clause makes the submission of 'Completion Certificates' mandatory.</p> <ul style="list-style-type: none"> • We understand that 'Ongoing projects' are also allowed as part of the eligibility and evaluation requirements. Please confirm. • Copies of work order and agreements shall also be considered for evaluation in the absence of 'completion certificates'. Please confirm. 	<p>Yes. Both Completed and Ongoing Projects will be considered as part of eligibility and evaluation requirement.</p> <p>Below are the revised Technical Criteria (1. Firm Experience, Page No. 22) Completion Certificate of the Project and ongoing similar projects: 2.5 Marks</p>
9	Bid Data Sheet, Page No. 2 & 3	<p>Query 1: We request the Authority to at least provide a timeframe of 2 weeks for the submission of the proposal from the date of 'Issue of Corrigendum' in order for us to submit a quality and an informed bid.</p> <p>Query 2: We are keen to submit our proposal. To submit our proposal, we need to obtain our internal approval and compliance. Hence, would like to request you to please extend the bid due date by at least one week</p>	<p>The revised dates would be as below:</p> <p>Bid Document Downloading End Date: February 6, 2024</p> <p>Last Date & Time for Receipt/submission of Bids Online: February 6, 2024 (6:00 p.m.)</p> <p>Last Date & Time for Hard copy Receipt/Submission of Technical Bids: February 9, 2024 (5:00 p.m.)</p> <p>Date of Preliminary Qualification and Technical Bid Opening: February 12, 2024 (3:00 p.m.)</p>
10	Section 3: Pre-qualifying Criteria, Page No. 16	Typically, most of the government clients do not provide completion certificates for the assignments and the signed concession agreement is a confidential document for the specific client and the consultant is not supposed to share the specific documents with any third party.	<p>The requisite document for basic requirement no. 2 for Technical Capability will be as follows:</p> <ul style="list-style-type: none"> • Copies of Work Order along with copies of Client certificate(s) stating completion of the project(s) • In absence of above,

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		<p>Hence, we request you to consider the following also as supporting document for completion of the project along with the work order issued by client:</p> <ul style="list-style-type: none"> • E-mail communication from client communicating the completion of the project or • Any article published in the public domain regarding signing of concession agreement for the project • Notification issued in respect of RFP publication of the particular projects We request you to please consider ongoing projects in addition to the completed projects for evaluation. 	<ul style="list-style-type: none"> ○ Email communication from Client communicating the completion of the project; or ○ Any article published in public domain regarding signing of Notification issued in respect of RFP publication of particular projects; or ○ Any other evidence showcasing the selected partner's involvement in similar health projects
11	16. Confidentiality, Page No. 28	<p>Query 1: We request the authority kindly amend the clause as mentioned below:</p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.</p> <p>Query 2: •We request you to kindly confirm that we will be obliged to protect Confidential information using the same degree of care as we use to protect our confidential information of similar nature, and in any event, by using at least reasonable degree of care.</p>	<p>Please find below the addition in clause 16.1:</p> <p>These obligations shall be valid for a period of 3 years from the date of closure of this agreement.</p>

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		<ul style="list-style-type: none"> • We request you to reduce the survival period of confidentiality obligations to one year post expiry or termination. • Please appreciate that this is a prestigious project for us, and we would like to showcase this project in our future proposals. We request you to allow us to refer to you and the services we have performed for you for citation / reference purposes, as long as we do not disclose your confidential information. 	
12	14. Indemnification, Page No. 27	<p>Query 1: We request the authority kindly delete the clause no 14.</p> <p>Query 2:</p> <ul style="list-style-type: none"> • There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator. • We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MEITY in its guidelines. • The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the 	Will prevail as mentioned in the RFP.

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		<p>Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
13	New Clause: Immediate Termination	We request the authority kindly insert the below mentioned clause: The Bidder may terminate this Agreement, or any particular Services, immediately upon written notice to GMDC and GMDC Gramya Vikas Trust if the bidder reasonably	Request not considered

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		determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	
14	New Clause: Reports and Materials	<p>We request the authority kindly insert the below mentioned clause:</p> <p>The Bidder may use data, software, designs, utilities, tools, models, systems an other methodologies and know-how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Bidder retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Bidder compiles and retains in connection with the Services (but not information provided by GMDC Gramya Vikas Trust reflected in them).</p> <p>Any information, advice, recommendations or other content of any reports, presentations or other communications the Bidder provides under this Agreement (“Reports”), other than information provided by GMDC Gramya Vikas Trust , are for GMDC Gramya Vikas Trust's internal use only (consistent with the purpose of the particular Services) including GMDC Gramya Vikas Trust's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside GMDC Gramya Vikas Trust’s organization.</p>	Request not considered
15	Page no. 7 Project 1 - Akrimota Thermal Power Station (ATPS) Hospital, Lakhat, Kutch, Gujarat	<p>We understand that at this place there is already a hospital building of 17,000 sq .ft built up area along with a few medical equipment. Now, GMDC-GVT wishes to upgrade to a multi-specialty hospital up to 20-25 beds. Requesting you to please clarify the followings/provide information:</p> <ul style="list-style-type: none"> • Please confirm that entire facility would be handed over to the selected private partner. • In case there is a requirement for more beds based on the outcome of the feasibility, will GMDC-GVT provide extra built up space/ land? • Will GMDC-GVT provide required equipment for the proposed hospital? 	This information will be available to the selected agency during the first Kick-off meeting.

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		<ul style="list-style-type: none"> • How the payment will be done to the private operator for the services. Is it through any insurance scheme/ GMDC-GVT's own fund? • Please also let us know the current patients foot fall at the hospital. • What will happen to the existing human resources? 	
16	Page no. 8 Project 2 - GMDC Health & Maternity Clinic at Fluorspar Project-Kadipani, Chhota Udepur District, Gujarat	<p>We understand that at this place there is already a Health & Maternity Clinic of 2,000 sq. ft built up area along with a few medical equipment.</p> <p>Now, GMDC-GVT wishes to revamp the Health & Maternity Clinic to a modern Health & Maternity Clinic. Requesting you to please clarify the followings/provide information:</p> <ul style="list-style-type: none"> • Please confirm that entire facility would be handed over to the selected private partner. • In case there is a requirement for more space based on the outcome of the feasibility, will GMDC-GVT provide extra built-up space? • Will GMDC-GVT provide required equipment for the proposed Health & Maternity Clinic? • How the payment will be done to the private operator for the services. Is it through any insurance scheme/ GMDC-GVT's own fund? • Please also let us know the current patients foot fall at the hospital. • What will happen to the existing human resources? 	This information will be available to the selected agency during the first Kick-off meeting.
17	Page 10 Project 3 – GMDC Health Clinic at Coal Project-Sundargarh, Odisha Project 4 – GMDC Health Clinic at Coal Project-Angul, Odisha	<ul style="list-style-type: none"> • Please let us know whether, GMDC-GVT has identified the space/land for both the projects? • Will GMDC-GVT's bear initial capital cost for developing both the clinic and procure the required equipment? 	This information will be available to the selected agency during the first Kick-off meeting.
18	Clause 4.1 (E), Page No. 13 Support in Onboarding and Monitoring the services of Private Partner	<p>We understand that there is a requirement of post contract support. Please clarify what is the time period for assisting in monitoring the performance of the private partner against their contracts on an ongoing basis.</p> <p>Also, there is no separate payment milestone for post contract monitoring support.</p>	The consultant will develop monitoring framework for GMDC-GVT to enable effective monitoring of private partner.

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		Instead of continuous post contract support, we would suggest that the consultant will develop a contract manual/monitoring framework based on the terms & conditions of the agreement and submit it to GMDC-GVT.	
19	Clause 7.4, Page No. 15 Consultant's Responsibility- Monthly review	We understand that the project team will meet at least monthly on virtual platform and submit a monthly progress update to the GMDC-GVT. Please confirm.	YES.
20	Page No. 23, Clause 3.6 Team Leader Educational Qualification	In addition to required qualification, we would like to request you to please consider the following: Education Qualification: Postgraduate professional qualification in Business Management / Social Sector expert/CA	Will prevail as mentioned in the RFP.
21	Page No. 26, Clause 9 Limitation of Liability	We would like to request you to please include that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Hence, suggested clause to be included as below: <i>"Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</i>	Will prevail as mentioned in the RFP.
22	Page No. 26, Clause 10 Penalties for Non-Performance	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches. We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Will prevail as mentioned in the RFP.
23	Additional Points		
23.1	Tender Fees and EMD		The Tender Fees and EMD shall be in favor of ' GMDC Gramya Vikas Trust ' payable at Ahmedabad .
23.2	Requisite Information for Demand Draft	We are keen to participate in this bidding process. In order to proceed with the submission of our bid, including the Earnest Money Deposit (EMD) and payment for the bid document, we	With reference to preparation of DD, attached below is the *cancelled cheque of 'GMDC Gramya Vikas Trust'.

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		<p>require certain essential information from your esteemed organization.</p> <p>Thus request you to please provide any of the following details at your earliest convenience.</p> <ol style="list-style-type: none"> 1. Permanent Account Number (PAN) 2. Tax Deduction and Collection Account Number (TAN) 3. Any other relevant documents that confirm the legal name of your entity. <p>These documents are critical for us to ensure compliance with all necessary legal and financial regulations during the bidding process.</p>	

*Cancelled Cheque of 'GMDC Gramya Vikas Trust':


