

MINUTES OF PREBID MEETING

Army College of Medical Science, Delhi Cantonment, New Delhi.

Name of Project: Renovation of ACMS Campus New Delhi India Civil Interior and Restoration Work, at 654- 666 Delhi Cantt Near Base Hospital New Delhi India

Date: 06.03.2025

Name of Attendees:

1. Devendra K Singh, Kartik Contracts India Pvt. Ltd.
2. Nitin Aggarwal, Pyramid Builders
3. Suresh, Zetwerk Maximize Manufacturing
4. Rajinder K Gupta, Verten Construction Company
5. Dr. Prafulla Parlewar, Project Coordinator, SPA, Delhi
6. Col. A. K. Singh, Registrar, ACMS

| Name of Company: ZETWERK Maximize Manufacturing Name of Attendee: Suresh | | |
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| S/N | Question | Answer |
| 1. | <ul style="list-style-type: none">•Query/ Request: The EMD amount in the NIT is INR 87,48,000/- whereas, in the referred clause, the EMD is mentioned as INR 43,74,000/-. We kindly request clarification. Additionally, we request that the EMD be set at 1% of the estimated price, i.e.- INR 43,74,000/-•Clause Description: Earnest Money Deposit (EMD): INR 43,74,000/-•Tender Clause: 1) Schedule with a list of important Dates Pg 03 of Tender Document | As decided by the competent authority the EMD will be 2% of the total cost of project. |
| 2. | <ul style="list-style-type: none">•Query/ Request: We request that this clause be removed, as the contractor is required to deposit a Security Deposit at 5% | No. Clause remains same. |

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| | <p>and retention money at 5 % will also be deducted from each bill.</p> <ul style="list-style-type: none"> • Clause Description: 3.2..... In case price is quoted below the estimated price, then balance cost (estimated cost- quoted cost) shall be deposited as additional security deposit. • Tender Clause: Clause 3.0: Price Pg 07 of Tender Document | |
| 3. | <ul style="list-style-type: none"> • Query/ Request: We request that this clause be modified to allow the contractor 30 days to submit the BG. Additionally, we request that the BG be accepted from any Nationalised Bank located anywhere in India. • Clause Description: The Contractor whose tender is accepted will have to intimate the acceptance of the Order and shall be required to pay within Seven days 5% of the contract value as Security Deposit in the form of Bank Guarantee (BG) issued by any Nationalised bank in New Delhi, India. • Tender Clause: Clause 8.0: Security Deposit Pg 08 of Tender Document. | Yes. BG from any Nationalised Bank located anywhere in India will be accepted in this tender. |
| 4. | <ul style="list-style-type: none"> • Query/ Request: we request you to allow any one member of the JV to submit the Security Deposit on behalf of the JV, as per "Form J." • Clause Description: - • Tender Clause: Clause 8.0: Security Deposit Pg 08 of Tender Document | |

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| 5. | <ul style="list-style-type: none"> •Query/ Request: We request you to allow any one member of the JV to submit the Security Deposit on behalf of the JV, as per “Form I.” •Clause Description: - •Tender Clause: Clause 9.0: Earnest Money Deposit Pg 08 of Tender Document | No. The Lead member shall submit Security Deposit. |
| 6. | <ul style="list-style-type: none"> •Query/ Request: The quantities are already filled in the BoQ provided. We kindly request clarification. •Clause Description: The quantity offered should be filled in prescribed Columns of Price Bid, failing which offer will be treated as ‘No Offer’ and rejected. •Tender Clause: Clause 14.0: Quantities Offered Pg. 10of Tender Document | Quantities are already filled in BoQ. Tender shall not change any quantity. |
| 7. | <ul style="list-style-type: none"> •Query/ Request: The completion period of NIT is 24 months, whereas, in the referred clause, the completion period is mentioned as 18 months. We kindly request clarification. •Clause Description: 16.1. the work completion period will be reckoned as 18 months from the date of Letter of Acceptance (LOA). •Tender Clause: Clause 16.0: Work Completion Period Pg. 10 of Tender Document | Completion period is 24 months. |
| 8. | <ul style="list-style-type: none"> •Query/ Request: Is there any preferred format of Bar Chart? Is yes. Kindly share the template. | No. |

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| | <ul style="list-style-type: none"> • Clause Description: 16.2. Offer shall not be accepted if the work completion in Bar Chart format is not indicated. • Tender Clause: Clause 16.0: Work Completion Period Pg. 10 of Tender Document | |
| 9. | <ul style="list-style-type: none"> • Query/ Request: In the event that the quantities are increased, we request the authority to extend the completion period accordingly. • Clause Description: 24.2. The Army College of Medical Sciences, New Delhi reserve the right to place an order for any quantity in excess to the extent of 50 % or any less quantity, of the quantities offered by the tender at the price approved in this tender. • Tender Clause: Clause 24.0: Acceptance of Tender Pg. 12 of Tender Document | Not Applicable. |
| 10. | <ul style="list-style-type: none"> • Query/ Request: We request that you accept the tender submitted based on the MoU between the JV partners. The JV will be formed exclusively for this project. • Clause Description: JV shall submit the register JV agreement along with this tender. • Tender Clause: Clause 33.0: Joint Venture Pg 15 of Tender Document | Tenderer shall submit registered MoU/ Agreement of JV. |
| 11. | <ul style="list-style-type: none"> • Query/ Request: The minimum shareholding of the other members of the JV has not been specified. We kindly request clarification. • Clause Description: - | MoU/ Agreement shall have shareholding. |

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| | <ul style="list-style-type: none"> • Tender Clause: Clause 33.0: Joint Venture Pg. 15 of the Tender Document | |
| 12. | <ul style="list-style-type: none"> • Query/ Request: We request that this be modified to: 'The JV shall maintain a local office in Delhi/NCR during the contract period.' • Clause Description: JV shall have local office in New Delhi. • Tender Clause: Clause 33.0: Joint Venture Pg. 15 of the Tender Document | Local office shall be in Delhi and nearby cities like Noida, Gurugram or others. |
| 13. | <ul style="list-style-type: none"> • Query/ Request: We request that this be modified to: 'In joint venture, any member holding a minimum shareholding of 20% may fulfil the financial and technical criteria. However, the JV shall be jointly responsible to execute the project.' • Clause Description: In Joint Venture, financial strength and other information of lead member will be given preferences by Army college of Medical Sciences, New Delhi. Lead member shall have financial turnover as mentioned in point no. 32.0 • Tender Clause: Clause 33.0: Joint Venture Pg. 15 of the Tender Document. | No Change. |
| 14. | <ul style="list-style-type: none"> • Query/ Request: We request that you accept a Net Worth certificate issued by a Chartered Accountant in lieu of a Solvency Certificate from a Bank. • Clause Description: | No. Clause remain as same. |

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| | <ul style="list-style-type: none"> • Tender Clause: Clause 34.0: Solvency Certificate Pg 15 of Tender Document | |
| <p>15.</p> | <ul style="list-style-type: none"> • Query/ Request: We believe that the mobilization advance is interest-free. Additionally, we understand that the advance will be fully recovered from the Stage II payment. We kindly request clarification. • Clause Description: The contractor may be provided mobilization advance equivalent to 10% of the contract value on specific request of the Contract against an equivalent bank guarantee only. This bank gurantee will be released to Contractor after completing Stage II mentioned in section 35.0 of payment terms. • Tender Clause: Clause 35.0: Mobilization Advance Pg 15 of Tender Document | <p>A) The mobilization advance bear simple interest at the rate of 10 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.</p> <p>B) If the circumstances are considered reasonable by the Engineer-in Charge, the period mentioned above with request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge</p> <p>C) The mobilization advance will be against the Bank Guarantee (BG) of equal amount of mobilization advance. The BG shall be valid or validity shall be increased till the complete recovery of mobilization advance. The renewal of BG will be done by contractor as necessary.</p> |

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| <p>16.</p> | <ul style="list-style-type: none"> •Query/ Request: Kindly specify the number of days required for the payment to be made upon submission of the payment invoice. •Clause Description: The payment towards the execution of work will be paid in instalments as specified in the table. •Tender Clause: Clause 36.0: Payment Terms Pg 15 of Tender Document | <p>This will be incorporated in agreement as per norms.</p> |
| <p>17.</p> | <ul style="list-style-type: none"> •Query/ Request: We request that the LD capping be reduced from 10% of the contract amount to 5% of the contract amount. | <p>No Change.</p> |

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| | <ul style="list-style-type: none"> • Clause Description: In the event of failure of the Contractor to complete the assigned work within the stipulated time period and in case the work is delayed, and the delay is attributed to the Contractor, the contractor will pay to the Mission / Employer the delay damage @ 0.5% of contract amount of work for delay for delay per week, subject to maximum 10% of contract amount. • Tender Clause: Clause 37.0: Liquidated Damages Pg 16 of Tender Document | |
| 18. | <ul style="list-style-type: none"> • Query/ Request: Is this applicable to all the JV members, or only to the member fulfilling the financial criteria? We kindly request that this requirement be removed, as the financial strength is already being demonstrated. • Clause Description: The applicant should be profit making company/ firm. They should not have incurred any loss in more than 02 years in the last 05 consecutive years. • Tender Clause: Form A Pg. 20 of the Tender Document. | This is applicable to all the members of JV. |
| 19. | <ul style="list-style-type: none"> • Query/ Request: There is no Price Variation clause in the tender, and we understand that it is not allowed. However, we request you to permit the contractor to claim price variation, as the contract duration is 24 months. • Tender Clause: Price Variation • Clause Description: - | Price Variation is not allowed. |

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| 20. | <ul style="list-style-type: none"> • Query/ Request: There is no Change in Law clause in the tender, and we understand that it is not allowed. However, we request that this clause be included, as the contract may incur significant losses in the event of any future changes in law by the government. • Tender Clause: Change in Law • Clause Description: - | Not Available. |
| 21. | <ul style="list-style-type: none"> • Query/ Request: We request that you provide the geotechnical reports for the work location SO that we can better analyse the rates. • Tender Clause: Geo Technical Reports • Clause Description: - | Yes. |
| 22. | <ul style="list-style-type: none"> • Query/ Request: We request clarification regarding the availability of land for establishing a site office and batching plant, as well as areas for material storage and labour accommodation. • Tender Clause: Land for Site Office, Storage Area and Labour Accommodation. • Clause Description: - | Labour accommodation will be not allowed on site. Site office and material storage will be allowed at site. |

| Other Important Points: | | |
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| S/N | Question | Answer |
| 1. | Tree Cutting Permission | The tree cutting permission from Forest department will be in scope of contractor. |
| 2. | The BoQ for Fire Fighting Works. | The contractor shall prepare any required drawings for firefighting work. Contractor can also prepare his own detail BoQ for firefighting works. Contractor will have to provide best quality firefighting work as suitable to ACMS. Also, the approval for firefighting work is in contractor scope of work. |
| 3. | BoQ Deviations | Any deviations in BoQ can be added in the deviation part of BoQ. |
| Name of Company: Saariga Constructions Private Limited Name of Attendee: | | |
| S/N | Question | Answer |
| 1. | We have downloaded the tender from the CPPP Portal. However, the NIT document contains only two pages and does not include details such as 'Prequalification & Other Tender Conditions.' Kindly confirm where we can access the complete tender documents. | All documents are available on CPPP Portal and on website of ACMS. |
| 2. | There is a discrepancy in the EMD amount – while the CPPP portal mentions ₹ 87,48,000/- (INR Eighty – Seven Lakhs Forty – Eight Thousand Only). Please confirm the correct EMD amount. | EMD amount will be 2% of total cost of project |
| 3. | We would appreciate it if you could provide a video link for the Pre- Bid meeting. | Pre- bid meeting is not online. |
| 4. | Additionally, we would like to express our interest in the inclusion of Start up Benefits as per DPIIT and Government of India orders. Kindly confirm if such benefits can be considered. | No. Not Applicable. |

**Registrar
ACMS, Delhi**