

**Government of India**  
**Ministry of Science & Technology**  
**Department of Science & Technology**  
**(Admn.II(B) Section)**

**Sub: MINUTES OF THE PRE-BID MEETING FOR REQUEST FOR PROPOSAL FOR LUMP SUM SERVICE CHARGES FOR EXECUTION OF WORK RELATING TO CONSTRUCTION OF NEW STATE-OF-ART BUILDING OF DEPARTMENT OF SCIENCE & TECHNOLOGY**

**Venue**

Room No.20, S & T Block I

Date: 25<sup>th</sup> Aug., 2017

**Venue:** R No.20, S & T Block-I, DST, Technology Bhavan, New Delhi-16

Following were present in the Meeting: -

- |   |   |                  |
|---|---|------------------|
| 1. Shri S S Kohli, Sc-G & Advisor         | - | Chairman         |
| 2. Shri R K Joshi, Sc-D                   | - | Member           |
| 3. Shri S K Sinha, Director               | - | Invitee          |
| 4. Shri Satbir Singh, Section Officer     | - | Invitee          |
| 5. Tapash Kumar Chanda, Estate Supervisor | - | Invitee          |
| 6. Shri Soumitra Basu, Under Secretary    | - | Member Secretary |

Shri R M Singh, Deputy Secretary (Member) could not attend the meeting due to urgent engagement

**Representatives from PSUs/ Organisations**

**RITES Limited, Gurugram**

1. Shri Tapas Biswas
2. Shri Madan Lal

**NBCC (India) Limited**

3. Shri Sumit Kumar

**Ircon Infrastructure & Services Limited**

4. Shri Amulya Kansal

**TCIL**

5. Shri Mathew Mathai

Representatives from the firms except NBCC (India) Limited submitted queries on the RFP in writing and point wise discussed & clarified. During the discussion few more queries were also raised and the response of DST is included in Annexure-'A' of this minutes (Total 05 pages).

Shri S. K. Sinha, Director briefed the committee about the meeting and made a 10 minutes' video presentation on the proposed construction proposal. He also clarified that construction activity should not interfere the day to day activities of DST and construction site should be isolated by barricade/ fencing along with exclusive entry & exit points for the construction site.

The meeting ended with thanks to the Chair.

**Cont'd.....02/-**

**A. Ircon Infrastructure & Services Limited**

Sl No.	As per RFP	Issue raised by the firm	Discussion & decision
1	Point no (v) Bidder have to submit "MoUD notification to Central Government Organization/PSUs to carry out civil, electrical work etc."	<p>GFR-2017, Rule 133(2): - A Ministry or Department may, at its discretion, assign repair works estimated to cost above Rupees thirty lakhs and original/minor (PWO) such as Central Public Works Department (CPWD), State Public Works Department. Other Central Government Organizations authorized to carry out civil or electrical works such as Military Engineering Services (MES), Border Roads Organization (BRO). etc. or Ministry/Department's construction wings of Ministries of Railways, Defence, Environment &amp; Forest. Information &amp; Broadcasting and Departments or Posts. And Space etc.</p> <p>GFR-2017, Rule 133(3): - As an alternative to 133(2), a Ministry or Department may award repair works estimated to cost above Rupees Thirty Lakhs and Original works of any value to:</p> <p>Any Public Sector Undertaking set up by the Central or state Government to carry out civil or electrical works.</p> <p>Hence it is not necessary to submit MoUD notification for Central Government Organization/PSUs to carry out civil, electrical works, etc.</p>	Any Public Sector Undertaking (PSU) is set up under Memorandum of Article of Association of respective Ministry/ Department will be considered for participation in the Tendering Process.
2.	Point no (vi): Certificate to be furnish by bidders stating that the contractor/contractors will not allow or permit any Employee to participate in any trade union activities or agitation in Technology Bhawan premises.	Is there any format in which bidder has to furnish this certificate? Please clarify,	The bidder firm should submit the undertaking on the letter head of the firm.
3.	As per Clause no.14.3 of prequalification/Eligibility criteria at page no.4,.	We understand that bidder has to submit Earnest Money Deposit. Hence, it is proposed to allow bidder to submit EMD in form of Bank Guarantee.	No Change. Bidder has to submit Earnest Money Deposit by way of Demand Draft/Pay order/Banker's Cheque in favour of " <b>DDO, DST</b> ".
4.	As per clause no. 15 in Experience Criteria at page no.4 Completed Similar works refers to Construction of office Building.	It is requested that for better & wider participation in tender, the bidder shall be allowed to use building work experience other than Office building.	Construction of Institutions, Hospitals etc. are covered under office building. But construction of bridges, railway stations, runways, dockyard, residential building, metro station etc. are not falling under office building.

Sl No.	As per RFP	Issue raised by the firm	Discussion & decision
5.	As per Appendix-A : Clause no.1.6.1 at page no 10, DST shall give 10% of the estimated cost of work as advance to the Executing Agency.	Is interest on advance given to Executing agency has to be re-credited to client?	Yes, to be re-credited to client's account. Please refer clause No.1.6 of draft MOU.
6.	Clause no.2.1.10 at page no.16. Maintenance as to be done on mutually acceptable charges between DST and bidder by entering into separate agreement.  As per Annexure 'A'	Is it mandatory for bidder to provide services for maintenance of the building for 5 years? Please clarify.	Yes, it is mandatory.
7.	Rs 3.62 crore will be deducted from L-1 bidder  The service charges to be quoted by all bidders shall be on lump sum basis and shall be without any taxes on lump sum charges.	We understand that bidder has to quote his lump sum service charges including this deduction and this deduction is inclusive of all taxes.  GST or any other tax charges will be paid to bidder extra then quoted charges. Please clarify.	Bidder has to quote lump sum service charges excluding GST.  Bidder will quote without GST. GST will be paid on the service charge separately.
8.	General	The proposal shall be addressed to? Please provide details.	Under Secretary, Admin II (B) Department of Science & Technology.

**RITES Limited**

Sl No.	As per RFP	Issue raised by the firm	Discussion & decision
9	Para 4.1/Page 02 RFP Details: - The bidder (organization/ PSUs ) to enclose the letter issued by Central Government declaring Agency as Central Government Organization/Public Sector Undertaking to carry out civil & electrical works etc.	Consideration of Memorandum of Association & Article of Association of PSU registered with Govt. of India- Ministry of Corporate Services in place of letter issued by Central Govt. Organization/PSU to carry out Civil & Electrical works. As per Rule 133(2) of GFR the Memo. Association & Article of Association fulfil the requirement of RFP The Provision under Para 4.1 is not statutory requirement under GFR-2017, addition of such non-mandatory provisions under the RFP will restrict the competition and lead to monopolization.	As clarified at Sl No.1 of this Annexure "A".

Sl No.	As per RFP	Issue raised by the firm	Discussion & decision
10	Para 4.3/page-02 RFP Details: - Organization/PSUs not covered under rule 133(3) of General Financial Rule are not eligible and shall not be considered.	There is a provision in GFR-2017: As an alternate to 133(2)/(i)/page 38 GFR any PSU set by Central or State Government to carry out civil & electrical work.  For award of work under sub rule of 133(2) (ii) Ministry/Deptt. Shall ensure competition among such PSUs/Organizations for lump sum Services charges.	As clarified at SI No. 1 of Annexure "A".
11.	Para 4.4/page02 RFP Details: - The bids of Organizations/PSUs without the letter issued by Central Government declaring PSUs Organization under rule 133(3) of GFR-2017 shall not be considered and shall be rejected without assigning reasons.	Consideration of Memorandum of Association & Article of Association of PSU registered with Govt. of India-Ministry of Corporate Services in place of letter issued by Central Govt. Organization/PSU to carry out Civil & Electrical works. As per Rule 133(2) of GFR the Memo. Association & Article of Association fulfil the requirement of RFP.  The Provision under Para 4.1 is not statutory requirement under GFR-2017, addition of such non-mandatory provisions under the RFP will restrict the competition and lead to monopolization.	As clarified at SI No.1 of Annexure "A".
12.	14.3/page 5 RFP Details: - EMD of Rs 24 Lacks in form of DD/Pay order/banker cheque	May also accept the EMD in form of Bank Guarantee of Rs. 24 Lakh issue by Nationalized/scheduled Bank as per Govt. Directives.	Not agreed as per the Rule 170 of GFR 2017.
13.	Para15/ RFP Details: - Experience of having successfully completed	May include experience of having successfully completed similar works construction of office building/ Institutional buildings/ University buildings/Metro station/Hospital/Infrastructure projects during last 7 years  <b>The above options to be included in similar works category for the purpose of competitive bidding.</b>	As clarified at SI No.4 of Annexure "A".
14.	18.2 (B) RFP Details: - To get survey & soil investigation done	The expenditure incurred on account to complete this activity the expenditure always met by the client. <b>Pls. clarify further.</b>	Soil test of one site has been done, the result of the same will be handed over to the successful bidder. Survey preferably be done through Survey of India & cost shall be borne by DST.

Sl No.	As per RFP	Issue raised by the firm	Discussion & decision
15.	G.C 1.6/page 10 RFP Details: - <b>Payments to executing agency:</b> The work shall be executed on "Deposit work basis". DST shall pay the actual cost of work plus 7% agency charges.	<p>The agency services charges shall be quoted in Lump sum basis by considering the 7% on actual cost.</p> <p>7% charges payable in case the fee quoted in terms of % age. Kindly clarify 7% charges is cap for agency charges.</p>	<p>The line ".....the agency charges of 7% (seven percentage only) on actual cost of work" may be deleted and replaced with "<u>Lump sum service charges</u>". Refer Sl No.5 of Corrigendum No.2 of RFP.</p>
16.	S/Sc-2.1.7/page-16 RFP Details: - Time will be the essence of the project: As per annexure A of the MOU the project will get completed within 16 months.	<p>Refer S/SC:2.1.8 the payment will be released in three financial years i.e. 2013-14, 2014-15 and 2015-16 in the order 25%, 50% and 25%.</p> <p>The time line to get the work completed will be 36 months instead of 16 months as per this provision.</p> <p>To complete the work within above time lines the % age release of payment will be in order may needs revisions i.e. about 40%, 35%, 25%. The completion period will depend upon the magnitude of work as per CPWD norms.</p>	<p>It will be released as per the actual expenditure incurred and audited bill submitted in compliance of MOU.</p>
17.	Annexure-A-1 RFP Details: - Getting clearance from all statutory Authorities is in the scope of Executing agency.	<p>The approval from all the statutory authorities shall be obtained by E.A on behalf of DST, the DST will nominate the nodal officer for coordination and issue the letter to local bodies for signing on the documents to be submitted in local bodies.</p> <p>Fee/charges will be deposited in the local bodies will be paid by the DST/debited in project account.</p> <p>PI Note/ clarify.</p>	<p>One Nodal Officer from DST will be nominated. The cost incurred for getting clearances/ NOC from civic authorities will be incurred from the project cost and will not be included in the service charge. No separate sanction will be given by DST.</p>
18.	Annexure-A RFP Details: - Estimated cost of project Rs.160 Crore	<p>Kindly share the basis, year &amp; cost index (if any) of the estimated cost to work out the lump sum services charges of the agency.</p>	<p>CPWD Manual 2017 amendments issued from time to time.</p>
19.	Annexure A (iii) RFP Details: - Rs. 3.62 Crore will be deducted from L-1 bidder	<p>Rs. 3.62 Crore already spent by DST will be the part of contingencies and met from the said provisions instead of deduction from L-1 bidder.</p> <p>Or bidder shall include this expenditure in the L.S. fee which will be deducted from final claim of the agency services charges.</p> <p>The GRIHA Expert charges or other statutory charges (if any) shall be borne separately by the DST.</p>	<p>It will be deducted from the total quote of the bidder. Thus bidder has to include Rs.3.62 crores already spent by DST and without GST in their quote.</p>
20.	General	<p>For obtaining Labour licence from the Labour Commissioner, form-5 will be signed and arranged by the Nodal officer of DST, being Principal employer.</p>	<p>DST will provide full assistance in this regard as Principal Employer.</p>

**TCIL**

Sl No.	As per RFP	Issue raised by the firm	Discussion & decision
21.		Clause-4.1 of RFP: (i) Is it sufficient to enclose the Memorandum and Articles of Association of TCIL covering this clause (enclosed-refer Contents and Pages 1,2 & 6)?	As clarified above
22.		Clause 10 of RFP and Annexure A-1: Kindly convey if the lump sum service charge quoted should include the cost of work to be contracted i.e. the scope of work defined under timeline T4 and T5 of Annexure A1?	Lump sum service charges will not include cost of construction. Time Schedule as per SI No.3 (v) of Corrigendum No.2 of RFP
23.		Additional query: Kindly convey the scope of work that may be contracted out and the scope of work that has to be carried out by the PSU (Bidder) directly under this RFP.	Brief scope of work as per RFP & proposed lay out plan as shown in RFP.
24.		Clause 13.2 (A) (i) of the RFP: Kindly convey the parts of the Technical Bid document that have to be completed by the bidder.	As per the checklist of the RFP & Corrigendum Nos.1 &2 of RFP.
25.		Clause 15 (i) of the RFP: Will the work awarded before July 2010 (i.e. before the last 7 years, ending last day of month previous to the one in which applications are invited) but completed in the last 7 years, qualify as valid to the Experience Criteria?	Yes & also refer the CVC guidelines.
26.		Clause 15 Note (I): Will the work under execution also qualify since in Note (I) it is stated: "Completion of at least one work out of above would be mandatory."	Refer SI No.2 of Corrigendum No.2 of RFP.
27.		Annexure A: Rs. 3.62 Crores to be deducted from L-1 bidder.." by DST for the preparation and finalization of layout plan and for obtaining height clearance..."	As clarified above.
28.		Kindly confirm whether all work related to these are excluded from the scope of TCIL if L-1?	The issue raised by TCIL was not clear. The rep of TCIL clarified that DST has already spent Rs.3.62 Crores for some activities related to the works are to be repeated or not? It was clarified that the part of work finalised by DST shall not be repeated.
29.		Annexure A-1: Kindly convey what "Award of Work for the project" at Timeline T3 is for? How is different from"... call of tenders for award of Project Work" at Timeline T4?	Broad time lines will be revised through corrigendum and all clearances approved from statutory body are responsibility of consultant, revised time line as per Appendix C2 of Corrigendum No.2 of RFP.

**Any other**

30. It was clarified that Phase-I of construction will be completed & handover to DST before start of construction of Phase-II.