



CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Body under Ministry of Health & Family Welfare, Govt. of India)

2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,
Chanakyapuri, New Delhi-110021.



F.No. CMSS/Adm./392/2025

Date: 19/12/2025

SUBJECT: CMSS CLARIFICATIONS ON MISCELLANEOUS QUERIES BY THE PROSPECTIVE BIDDERS DURING THE PRE-BID MEETING HELD ON 11.12.2025 IN THE CONFERENCE HALL OF CMSS AND DURING INFORMAL/ TELE INTERACTIONS WITH REFERENCE TO CMSS TENDER NO. CMSS/HQ/OFFICE /003/2025 DATED 04.12.2025.

1. The subject tender Pre-Bid Meeting as per published Critical Date Sheet was held on 11.12.2025 at 2.30 PM in CMSS Conference Hall and was attended as per details given below:-

a) **CMSS Participants.**

- i) Mr. Arunendra Kumar, GM (Admin).
- ii) Dr. Anuj Prakash, JD (QA).
- iii) Mr. Manish Kumar Bhaskar, JD (Proc).
- iv) Mr. Debabrata Mohapatra, GM (Finance).
- v) Mr. Vijay Kumar Dhingra, GM (LSC).
- vi) Mr. Rohit Gupta, AGM (LSC).
- vii) Mr. Kehar Singh, Admin. Officer.
- viii) Mr. Parteek Sharma, Manager (Proc).

b) **Prospective Bidders.**

- i) Mr. Dinesh Ralli, M/s Ralli Realty Inc, Delhi.
- ii) Mr. Sandeep Kumar Bhatia, Rohini, Delhi.
- iii) Mr. Subodh Kumar, Chhattarpur, Delhi

2. In addition, few of the prospective bidders have personally interacted with GM(Admin.)/ Admin Officer seeking clarification on miscellaneous issues.

3. The points raised by the prospective bidders during the Pre-Bid Meeting and informal interactions and the remarks/ clarifications (including **amendments in RFP**) after due consideration by CMSS thereto are tabulated below: -

Sl. No.	Page No. & Clause No.	RFP Clause Description	Queries / Suggestion	CMSS Remarks/ Clarifications
a.	Page 2 Clause 2	The amount of rent payable for the premises taken on lease will be as per the Government of India Rules and the same shall be fixed and paid in accordance with the Government of India instructions in force. The details of space requirement, terms & conditions and other documents are outlined in the	<ul style="list-style-type: none"> There are no rules or instructions of the Government of India which mandate that, if any autonomous body takes premises on lease, the rent must be fixed or paid strictly in accordance with Government of India instructions in force. Autonomous bodies, by their very nature, are independent entities and are not bound to follow the same rental fixation norms 	The referred clause published in the RFP is generic in nature.



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		Annexure to this e-tender as under:	<p>applicable to Government departments or ministries.</p> <ul style="list-style-type: none"> Therefore, lease rentals agreed upon between an autonomous body and the lessor should be determined on the basis of mutual negotiation, prevailing market conditions, and commercial viability, rather than being linked to Government of India guidelines. 	
b.	Page 3, Clause 5	<p>Earnest Money Deposit: EMD amounting to Rs. 10,00,000/- (Rupees Ten Lakhs) shall be submitted by bidders by Demand Draft/ Banker's Cheque drawn on a Scheduled Commercial Bank in India payable at New Delhi, in original, in favour of the "CMSS, New Delhi" and must reach the tender inviting authority by 29.12.2025, 11.00 a.m. at CMSS, 2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg, Chanakyapuri, New Delhi - 110 021. Scanned copy of Demand Draft/ Banker's Cheques must also be uploaded on the E-portal failing which tender will be summarily rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the</p>	<p>The following observations regarding the Earnest Money Deposit (EMD) clause were presented/ discussed:</p> <ul style="list-style-type: none"> The stipulated EMD of Rs. 10,00,000/- (Rupees Ten Lakhs) is disproportionately high. In the last tender, the EMD requirement was Rs. 1,00,000/- (Rupees One Lakh), which was reasonable and ensured wider participation. A higher EMD creates unnecessary financial burden and restricts competition. We request that the EMD amount be rationalized and capped at Rs. 1,00,000/-. It is unjustified to retain the EMD of unsuccessful bidders until completion of the entire selection process. The EMD should be refunded within one week of declaring that a property does not meet technical qualification criteria. This will ensure fairness and liquidity for bidders. For the selected bidder, the EMD should be refunded at the time of signing the Lease Agreement, since the lease execution itself secures the commitment. Retaining the EMD beyond this stage is redundant. 	<p>The proposal is duly considered and the EMD is reasonably revised to Rs 2,00,000/- (Rupees Two Lakhs).</p> <p>The return of EMD of unsuccessful bidders is as per extant Gol instructions and guidelines on the subject and hence not agreed to.</p> <p>The proposal regarding returning the EMD of the successful bidder at the time of signing of Lease Agreement is agreed to herewith.</p>



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		successful bidder withdraws or the details furnished in the bid documents are found to be incorrect or false during the tender selection process. However, final decision rests with the DG & CEO, CMSS, New Delhi and will be binding. No interest shall be paid on the EMD. EMD of selected bidder will be returned within 60 (Sixty) days after the Lease Agreement is signed. Tenders not accompanied with Earnest Money Deposit will be treated as non-responsive and will be rejected, at the initial stage itself "as Tenders received without EMD".		
c.	Page 4 Clause 12	Important Parameters. These are summarized/ tabulated below: Point N Fitment Period:	The provision of a three-month rent-free fitment period for completion of interior furnishing work by CMSS is on the higher side. Such an extended period results in undue loss of rental income to the lessor and is commercially unviable. One bidder proposed that the rent-free fitment period for completion of interior furnishing work shall not exceed one (1) month after handing over of the premises to the CMSS. However, another bidder proposed to consider the same as 60 days.	<p>a. It may pl be appreciated that the offered space is likely presumed to be unfurnished or may be semi-furnished and it is likely to take considerable time for fitment for the desired CMSS scale and standards. Hence, the minimum fitment period of three (03) months was kept in the RFP.</p> <p>b. However, the suggestion has been considered and the rent-free fitment period for completion of interior furnishing work is revised to two (02) months after handing</p>



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				over of the premises to the CMSS.
d.	ANNEX-I Page 6 Clause 11	Contradictory Clauses: The tender document currently contains conflicting provisions:	<ul style="list-style-type: none"> ○ <i>Clause in Financial Bid Section:</i> The bid shall remain valid for 120 days after the date of opening of the financial bid. ○ <i>Page 4, Para L – Validity of Offer:</i> The offer shall remain valid for a minimum of four (04) months from the date of submission of the offer. ○ These two stipulations are inconsistent and create ambiguity for bidders. ○ Commercial Implications: An extended validity period of 120 days or four months imposes undue uncertainty and financial risk on bidders, especially in a dynamic property market where conditions change rapidly. ○ Suggested Rationalization: A maximum validity period of two (02) months from the date of submission of the offer is sufficient to complete evaluation and finalize the selection process. This ensures fairness, reduces bidder exposure, and aligns with standard commercial practice. 	<p>a. The points raised have been considered in the light of existing precedence and <u>it is herein clarified that the bid shall remain valid for 120 days after the date of opening of the tender.</u></p> <p>b. However, CMSS on justified reasons may request for further extension of bid validity period.</p>
e.	ANNEX-II Page 9 Clause 8	The lease agreement will be executed and registered after mutual consent within 45 days from the date of issue of the Letter of Acceptance issued by CMSS, New Delhi. The lease agreement may include inter-alia, a suitable exit clause and provision of additional hiring of space or de-hiring of	The lease agreement may include, inter alia, a suitable exit clause and provisions for additional hiring of space or de-hiring of the full premises. However, de-hiring of part of the premises shall not be permitted, as it is not operationally practical.	<p>a. The concern raised by the prospective bidder is noted and it is herein clarified that this clause is generic in nature and normally incorporated in all tenders published by a buyer.</p> <p>b. Besides, it is further clarified that the Lease Agreement will be signed between CMSS</p>



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		part / full premises. The stamp duty charges will be borne equally by both CMSS, New Delhi and the successful bidder. However, if successful bidder will fail to sign the lease deed in the given time by CMSS, the necessary actions i.e. forfeit of EMD/BG/debar/blacklisting will be taken against the successful bidder.		and the successful bidder after due deliberation, discussion and consultation.
f.	Page 9 Clause 9	The bidder shall quote expected amount of rent per month for the premises being hired in the financial bid. However, CMSS, New Delhi reserves the right to assess the reasonability of rent quoted by means of "Fair Rent Certificate" by CPWD or by any Government Approved Valuer as relevant and applicable. The legal owner (or the authorized representative) is expected to assist CMSS, New Delhi in this regard.	A Fair Rent Certificate is not required or applicable to Autonomous Body/ organisation for taking office space on lease.	a. The concern raised by the prospective bidder is noted. b. However, CMSS in all fairness has a right to assess the reasonability and fairness of the financial quote by all available means such as 'Fair Rent Certificate' by CPWD etc.



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g.	Page 9 Clause 10	No security deposit or advance rent shall ordinarily be paid by CMSS, New Delhi. However, CMSS, New Delhi may consider payment of either security deposit or advance rent equivalent to maximum two months period (initial) against submission of equal value Bank Guarantee (BG) by the legal owner of the property.	It is the prevailing market practice that a minimum of three months' rent is paid as an interest-free security deposit by the lessee. The monthly rent shall be payable in advance on or before the 7th day of each month. No Bank Guarantee (BG) is provided by the legal owner of the property against the interest-free security deposit.	<p>a. It is herein clarified that Advance Payment as per extant guidelines and instructions is not permissible.</p> <p>b. However, advance payment against Bank Guarantee (BG) in exceptional circumstances may be considered and hence this Clause.</p> <p>c. Further, CMSS will earnestly endeavor to pay the monthly rent by End Working Day of the month subject to timely receipt of invoice.</p>
h.	Page 9 Clause 12	Lease Rent. The rate of rent finally approved is not liable for revision and will be fixed for a period of 03(three) years. The annual rental increment will be 10% for every three years term.	It is the prevailing market practice that rental increment will be 15% after every three years on last paid rent and maintenance charges.	The proposed suggestion has been considered and is not agreed to herewith. Hence, no change from the clause in the published RFP.
i.	Page 10 Clause 13	Lessee reserves the right to set up additional Generator sets and other electrical fittings in the premises/common areas of building as required from time to time for which the successful bidder shall facilitate such installations at no additional cost to the Lessee	The right to install additional generator sets and other electrical fittings in the common areas of the building, as may be required from time to time, shall vest with CMSS. The successful bidder shall only facilitate not responsible for the necessary permissions from the concerned authority or maintenance agency. Any additional cost arising from such installations shall be borne solely by the Lessee.	The proposed suggestion has been considered and is agreed to herewith.
j.	Page 10 Clause 22	Followings to be furnished by the legal owner through architect engaged by them, before possession of	These certificates should be attached with the Technical Bid.	The proposed suggestion has been considered and is agreed to herewith.



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		premises is taken by CMSS, New Delhi: - a. Structural suitability certificate of premises. b. Approved Layout Plan from Local Civil Authority for Commercial Office use. c. Carpet area certificate		
k.	ANNEX-III Page 11	The building offered must be vacant, free from all encumbrances/claims and legal or other disputes etc. Documentary proof w.r.t the ownership of the building and the absence of any encumbrance, claim and legal or other disputes must be submitted along with the offer document. A certificate from an Advocate/ CA showing that the premises are free from encumbrances should be provided. The building should meet all other safety norms like earthquake resistance, flood etc. required under the law. The property should be insured against all types of damages during the entire period of contract.	CMSS shall obtain an Undertaking/Affidavit from the bidder/owner confirming that there are no disputes pertaining to the ownership of the space/building and that the bidder/owner is not barred or restrained by any authority from leasing the said space/building to CMSS or any other organisation.	The proposed suggestion has been considered and is agreed to herewith with an amendment that the 'Undertaking/ Affidavit' submitted by the bidder/ owner should be notarized.
l.	Page 13 Clause 30	Carpet Area Measurements: The carpet area measurements shall be the area or the premises which is	The area of sanitary shafts and toilets shall be included in the carpet area	The proposed suggestion has been considered and is agreed to herewith



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		covered but excluding the following: c. Sanitary shafts/toilets.		
m.	Page 14 Clause 39	In the event of the owner / landlord deciding to sell the demised premises during the period of tenancy or at the expiration of the same he shall in the first instance offer them to the lessee at the lowest price which he is prepared to accept for them and the lessee shall within one calendar month from the date of receipt of such offer may accept or reject such offer.	The clause stating that the owner shall bind himself to offer the demised premises to CMSS in the event of a sale during the tenancy period or upon its expiry shall stand deleted.	The proposed suggestion has been considered and is agreed to herewith.
n.	Page 14 Clause 42	Technical Evaluation Scoring Parameters	The scoring parameters for Technical Evaluation should be reconsidered, as discussed during the physical pre-bid meeting.	a. The proposed suggestion has been considered and is agreed to herewith. b. The revised/ amended Technical Evaluation Scoring Parameters are enclosed.
o.	ANNEX-IV Page 18 & Page 19	Price Schedule & Price Bid Undertaking	In the Excel format, the bidder is required to fill in the GST amount, whereas in the Price Bid Undertaking the amount is to be quoted excluding GST. The necessary correction may therefore be made accordingly.	a. It is herein clarified that BoQ.xlx (forming part of Financial Bid) is final in this context. b. Notwithstanding, the same, the words 'excluding GST' at Para 2 of Price Bid Undertaking to be amended to be read as 'including GST'.



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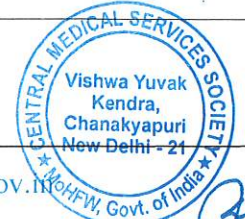
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p.	Page 20	Annexure - 'V' Technical Data Sheet	Sr. No. 8.2 to 8.9, 10.1, 10.2, 10.3, 10.8, 11.4, and 11.8 to 11.12 should be reconsidered, as discussed during the physical pre-bid meeting, particularly in view of the fact that the slab height in most buildings is generally not more than approximately 3 meters.	It is herein clarified that all data/ inputs as deemed relevant and appropriate be filled by the bidders in the "Technical Data Sheet". Clarifications, if any will be sought from the bidders by CMSS during technical evaluation.
q.	Page 2 & Annex-III Page 3 Clause 3	The owner of the space offered should be a single owner	It has been informally requested by prospective bidders to relax 'single owner' criteria and instead permit 'multiple or joint owners' of the property	The proposed suggestion has been considered and is agreed to herewith.
r.	Page 2	Only those legal owners of the space (or the authorized representatives having valid power of attorney or authorization) shall apply who have total space of approx. 20,000 + 10% Square feet (carpet area) available in the single well-maintained building and single owner with single floor preferably in NDMC Area or adjoining area (to include line joining South Extension Part-II – AIIMS – World Trade Centre (WTC), Nauroji Nagar – Bhikaji Cama – Moti Bagh in New Delhi	It has informally requested by prospective bidders to consider two adjacent portions (on same floor) or two consecutive vertical floors or a standalone building.	a. The proposed suggestion has been considered and is agreed to herewith. b. However, decision of CMSS whether the offered office space is meeting the technical requirements or not will be final and non-challengeable under any circumstances.
s.	-	-	Extension of the bid submission deadline by a minimum of 30 days, to allow sufficient time for bidders to respond meaningfully post-clarification.	The proposed suggestion has been considered and is agreed to herewith. The revised bid & date is 28 January-2026.



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4. It is further clarified/ iterated that the above be taken as final amendments to the published **CMSS TENDER NO CMSS/HQ/OFFICE/003/2025 DATED 04.12.2025** and no further Corrigendum will be published.
5. This issues with the approval of DG&CEO, CMSS, New Delhi, the Competent Authority.

-sd-

(Arunendra Kumar)
GM(Admin.)

Enclosure: As above

Date: 19.12.2025


Manager (Proc)


AGM(LSC)


Admin Officer


JD(Proc)


GM(LSC)


GM(Admin.) 19.12.25


GM(Finance)


JD(QA) 19/12/25





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Appendix

(Clause 42 of Annexure-III, Page 14 of Tender refers)

OFFICE PREMISES REQUIRED BY CMSS, NEW DELHI ON LEASE

Parameters based on which technical score will be assigned
(MARKS OBTAINED NOT TO BE FILLED BY THE BIDDER)

S. No	Parameters	Actual Situation	Total Marks	Marks Obtained
a.	Premises Location	<ul style="list-style-type: none"> NDMC Area/ WTC, Nauroji Nagar): 10 Other Area (as specified in the Tender Document):05 	10	
b.	Premises nearby surroundings and approach road	<ul style="list-style-type: none"> Premises on main road: 10 Premises on narrow approach road: 05 Any Other: 0 	10	
c.	Availability of Premises	<ul style="list-style-type: none"> Single Space on Single floor (with Lifts) or standalone independent building (with lifts): 10 Two adjacent spaces on single floor: 08 Two consecutive vertical floors: 5 	10	
d.	Centralized HVAC System	<ul style="list-style-type: none"> Available: 10 No provision: 0 	10	
e.	Exclusive Parking of 25 Cars and 40 two wheelers for the CMSS, New Delhi	<ul style="list-style-type: none"> Equal to or more specified parking: 10 20-24 cars/ up to 30 two wheelers :08 15-19 cars/ up to 20 two wheelers :05 Less than 15 cars : 0 	10	
f.	Age, Quality of Construction & Compliance to Environmental Norms	<ul style="list-style-type: none"> New Construction less than 10 years & Green Building: 10 New Construction less than 10 years only: 08 Building Age more than 10 years & up to 15 years: 05 Older than 15 years: 0 	10	
g.	State of Furnish	<ul style="list-style-type: none"> Furnished: 5 Semi-furnished: 4 Unfurnished/ Bare Shell:3 	5	
h.	Ambience, convenience and suitability of premises as assessed by CMSS Evaluation Committee	As assessed by Premises Selection Committee	25	



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i.	Surroundings of building	<ul style="list-style-type: none">Adequate natural light and ventilation: 05Average natural light and ventilation: 03In-adequate natural light and ventilation: 00	5	
j.	Premises owned by the Govt. departments / Public Sector Units/ Govt Autonomous Bodies & Societies etc.	<ul style="list-style-type: none">Yes: 5No: 0	5	
	Total		100	

Manager (Proc)

AGM(LSC)

Admin Officer

JD(Proc)

GM(LSC)

GM(Admin.) 19.12.25

GM(Finance)

JD(QA) 19/12/25

