

## Minutes of Pre-bid Meeting

Name of work : Replacement of Existing Lift in SDF 43, CSEZ, Kakkanad  
 NIT No. : WAP/ENVT/H-3082/CSEZ/2022-23/34; dated 07.01.2023  
 Date and Time : 13.01.2023; 11:00AM

| Sl. No | Pre-bid query  | Reply to query  |
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| 1.     | Earnest Money Deposit (EMD): EMD shall be submitted in form Bank Guarantee from scheduled private bank only (No DD/FDR/Online payment shall be made).  | No change. Tender condition prevails  |
| 2.     | As per the tender it is MRL. Preferred to proceed with Machine Room without any additional civil work and Electrical Main Cabling work from your end.  | MRL/MR is acceptable without any additional Civil and Electrical work.  |
| 3.     | As per tender it is passenger cum Cargo lift with 1972Kg /29 Passenger, Being lift used for shifting materials Capacity of lift to be amended as 2 Tone.   | Lift shall be passenger cum Cargo lift with capacity of 2 Ton without any additional Civil and Electrical work.             |
| 4.     | Change the door height from 2100 to 2000 to reduce the lintel brakeage.  | Door height shall be maintained equal to or more than the existing height without any additional Civil and Electrical work. |
| 5.     | Project completion Period: Completion period of 08 months should be reckoned from the date of GAD approval or from the date of Site handover along with shaft, whichever is later.   | No change. Tender condition prevails  |
| 6.     | Validity of Bid/ Tender: The offer shall remain valid for acceptance for a period of 90 days from the date of submission of the tender. Any further extension of validity will be discussed & evaluated.   | No change. Tender condition prevails  |
| 7.     | CLAUSE 1: PERFORMANCE GUARANTEE :<br>i. The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent)of the contract amount(Performance Security may be furnished in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or Online, payment in an acceptable form, safeguarding the purchaser's interest in all respects) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 7 days period from the date of issue of letter of acceptance. This | No change. Tender condition prevails  |

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|    | <p>period can be further extended by the Engineer-in-Charge up to a maximum period of 7days on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. However, in case last day of submission of PG happens to be a bank holiday the last day of submission shall be the next working day.</p> <p>ii. The Performance Guarantee shall remain valid for a minimum period of sixty days thirty (30) days beyond the date of completion of all contractual obligations (i.e. handing over of lift). In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.</p> <p>iii. The Performance Guarantee shall remain valid for a minimum valid of 60 30 days beyond the date of completion of all the contractual obligation (i.e. handing over of lift). However, in case of contracts involving defect liability clause, then Performance Guarantee shall be retained as Security Deposit for the defect liability. The same shall be returned after 3 months from the successful Completion of defect liability period.</p> |                                      |
| 8. | <p>Recovery of Security Deposit: No amount should be recovered from running bills in lieu of Security Deposit. We will upfront submit 2.5% SDBG on award of contract, with validity till completion of DLP only.</p>   | No change. Tender condition prevails |
| 9. | <p>CLAUSE 2: COMPENSATION FOR DELAY:<br/> If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract completion date or extended date of completion, he shall, without prejudice to any other right or remedy available under the purview of the Contract on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority (whose decision in writing shall be final and binding) may decide on the amount of contract value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. If the contractor fails to maintain the required progress to complete the work and clear the site on or before the project completion period or extended date of completion, he shall pay or allow WAPCOS to deduct penalty @ 0.5% of the total contract</p>   | No change. Tender condition prevails |

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|     | value per week of delay to be computed on per day basis. The total amount of such compensation for delay shall not exceed 10% 5% of the contract value of work. This will also apply to items or group of items for which a separate period of completion has been specified. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% 5% of the contract Value of work or of the contract Value of the item or group of items of work for which a separate period of completion is originally given.  |                                      |
| 10. | CLAUSE 6A : COMPUTERIZED MEASUREMENT BOOK : Clause not applicable on elevator works  | No change. Tender condition prevails |
| 11. | CLAUSE 8B: COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.  | No change. Tender condition prevails |
| 12. | All related costs pertaining to the travel, accommodation, F&B etc. of the Client visiting officers for Inspection will be borne by WAPCOS.  | No change. Tender condition prevails |
| 13. | CLAUSE 13: FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure. | No change. Tender condition prevails |
| 14. | CLAUSE 19J: Not Acceptable - To be deleted   | No change. Tender condition prevails |
| 15. | Appointment of Sole Arbitrator should be on mutual consent of parties.   | No change. Tender condition prevails |
| 16. | CLAUSE 29: WITHOLDING AND LIEN IN RESPECT OF SUM DUE FROM CONTRACTOR a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the WAPCOS   | No change. Tender condition prevails |

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|     | <p>shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the WAPCOS shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the WAPCOS or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or WAPCOS will be kept withheld or retained as such by the Engineer-in-Charge or WAPCOS till the claim arising out of or under the contract is determined by the arbitrator(if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.</p> |   |
| 17. | <p>CLAUSE 29A: LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS : Not Acceptable - To be deleted</p>  | <p>No change. Tender condition prevails</p> |
| 18. | <p>CLAUSE46: INSURANCE 1. Requirements Before commencing execution of works, unless stated otherwise in the Additional Conditions of Contract, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements: a) Contractor's Erection all risk and Third Party Cover. b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970. c) Accidents to staff, Engineers, Supervisors</p>   | <p>No change. Tender condition prevails</p> |

|   | and others who are not governed by workmen's compensation Act.<br>d) Damage to material, machinery and works due to fire theft etc.<br>e) Any other risk to be covered by insurance as may be specified by the employer in the Additional Conditions of Contract.  |  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
|---|--|--|---------|--------------------------------|------------|-----------|--|--|----|--|------------|----|--|------------|----|-------------------------------------|------------|----|--|------------|-----------|--|--|---|--|--|
| 19.   | Clause 48 Payment: Proposed TOP for SITC work, as follows: - 10% against submission and approval of GAD. - 80% against Delivery of Material at site. - 10% against Installation, Testing, Commissioning and Handing Over Proposed TOP for CAMC: Quarterly Advance  | <p>Revised payment terms shall be as follows:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Milestone Event to be achieved</th> <th>% of Total</th> </tr> </thead> <tbody> <tr> <td><b>A.</b></td> <td colspan="2"><b>Supply and Installation of New Lift</b></td> </tr> <tr> <td>1.</td> <td>Submission and approval of detailed design and drawings (Including the detailed design and drawings for the allied Civil and Electrical works)</td> <td><b>10%</b></td> </tr> <tr> <td>2.</td> <td>Supply of material at site in good condition</td> <td><b>60%</b></td> </tr> <tr> <td>3.</td> <td>Completion of Installation, Testing</td> <td><b>20%</b></td> </tr> <tr> <td>4.</td> <td>Completion of Commissioning, Obtaining License from Electrical Inspectorate and Handing Over</td> <td><b>10%</b></td> </tr> <tr> <td><b>B.</b></td> <td colspan="2"><b>Annual Maintenance Contract (AMC) after Completion of 2 years Warranty/ Defect Liability Period</b></td> </tr> <tr> <td colspan="3">AMC payment shall be made quarterly after successful completion of the AMC services for each quarter.</td> </tr> </tbody> </table> | Sl. No. | Milestone Event to be achieved | % of Total | <b>A.</b> | <b>Supply and Installation of New Lift</b> |  | 1. | Submission and approval of detailed design and drawings (Including the detailed design and drawings for the allied Civil and Electrical works) | <b>10%</b> | 2. | Supply of material at site in good condition | <b>60%</b> | 3. | Completion of Installation, Testing | <b>20%</b> | 4. | Completion of Commissioning, Obtaining License from Electrical Inspectorate and Handing Over | <b>10%</b> | <b>B.</b> | <b>Annual Maintenance Contract (AMC) after Completion of 2 years Warranty/ Defect Liability Period</b> |  | AMC payment shall be made quarterly after successful completion of the AMC services for each quarter. |  |  |
| Sl. No.   | Milestone Event to be achieved   | % of Total   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| <b>A.</b>   | <b>Supply and Installation of New Lift</b>   |  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 1.  | Submission and approval of detailed design and drawings (Including the detailed design and drawings for the allied Civil and Electrical works)   | <b>10%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 2.  | Supply of material at site in good condition   | <b>60%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 3.  | Completion of Installation, Testing  | <b>20%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 4.  | Completion of Commissioning, Obtaining License from Electrical Inspectorate and Handing Over   | <b>10%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| <b>B.</b>   | <b>Annual Maintenance Contract (AMC) after Completion of 2 years Warranty/ Defect Liability Period</b>   |  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| AMC payment shall be made quarterly after successful completion of the AMC services for each quarter. |  |  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 20.   | Billing and Payment : Back-to-Back Payment condition (i.e., Pay-if-Paid & Pay-when-Paid) not acceptable to be deleted  | No change. Tender condition prevails   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 21.   | ADDITIONAL CONDITIONS: Our quoted price(s) shall remain valid for agreed contract period only. Any increase in cost(s) due to delays and or changes in specifications, which are not attributable to the Contractor, cost escalation to be mutually discussed and agreed upon.   | No change. Tender condition prevails   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 22.   | Requirement of Technical Staff as per Clause 36: Not Acceptable - To be deleted  | No change. Tender condition prevails   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 23.   | Clause 6A. Computerized Measurement Book - Clause not applicable on elevator works to be removed.  | No change. Tender condition prevails   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 24.   | <p>Technical Specification:</p> <ul style="list-style-type: none"> <li>The Load capacity will be 2000Kg and Not 1972 Kg as specified in tender document</li> <li>The Landing door height will be 2000mm against 2100mm mentioned in Tender Document</li> <li>The cabin size will be 1700mm X 2400mm X 2200mm (W x</li> </ul> | <ul style="list-style-type: none"> <li>Lift shall be passenger cum Cargo lift with capacity of 2 Ton without any additional Civil and Electrical work.</li> <li>Door height shall be maintained equal to or more than the existing height without any additional Civil and Electrical work.</li> <li>The cabin size shall be maintained equal to or more than the existing size, as per IS, without any additional Civil and</li> </ul>  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |

|   | <p>D x H) as per IS</p> <ul style="list-style-type: none"> <li>The lift specification will be strictly MRL to avoid any additional modification in the machine room.</li> </ul>  | <p>Electrical work</p> <ul style="list-style-type: none"> <li>MRL/MR is acceptable without any additional Civil and Electrical work.</li> </ul>  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
|---|--|--|---------|--------------------------------|------------|-----------|--|--|----|--|------------|----|--|------------|----|-------------------------------------|------------|----|--|------------|-----------|--|--|---|--|--|
| 25.   | <p>Building related Civil &amp; Electrical Works</p> <ul style="list-style-type: none"> <li>Load Hook provision in Head room</li> <li>Existing rope holes closing in machine room</li> <li>Shaft whitewash and Shaft light with Power socket &amp; two way switch inside lift well</li> <li>Power cable laying, Earth Laying and DB fixing in top floor for Power supply</li> <li>Landing entrance modification as per GAD</li> <li>No Granite or tiling fixing in the lobby will be considered for architrave</li> <li>Existing buffer block demolition &amp; new buffer block construction as per GAD</li> </ul> | <p>No change. Tender condition prevails</p> <p>All the minor civil and electrical works essential for installation of lift as per the design of the contractor and also essential for obtaining approval from Electrical Inspectorate are covered in the contract.</p>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 26.   | <p>Commercial Condition</p> <ul style="list-style-type: none"> <li>The BOQ to be quoted for single amount (DSITC– Buyback + 5 Years Pre-Agreed AMC rates) excluding GST</li> <li>The GST applicable is 18% for the tendered work</li> </ul>  | <p>No change. Tender condition prevails</p>  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 27.   | <p>Commercial Condition: The Payment terms for DSITC to consider</p> <ul style="list-style-type: none"> <li>10% against Submission of GAD</li> <li>70% against Material Delivery</li> <li>10% against Installation &amp; Commissioning</li> <li>10% against handing over with lift license</li> <li>The AMC payment terms will be Quarterly arrears</li> </ul>   | <p>Revised payment terms shall be as follows:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Milestone Event to be achieved</th> <th>% of Total</th> </tr> </thead> <tbody> <tr> <td><b>A.</b></td> <td><b>Supply and Installation of New Lift</b></td> <td></td> </tr> <tr> <td>5.</td> <td>Submission and approval of detailed design and drawings (Including the detailed design and drawings for the allied Civil and Electrical works)</td> <td><b>10%</b></td> </tr> <tr> <td>6.</td> <td>Supply of material at site in good condition</td> <td><b>60%</b></td> </tr> <tr> <td>7.</td> <td>Completion of Installation, Testing</td> <td><b>20%</b></td> </tr> <tr> <td>8.</td> <td>Completion of Commissioning, Obtaining License from Electrical Inspectorate and Handing Over</td> <td><b>10%</b></td> </tr> <tr> <td><b>B.</b></td> <td><b>Annual Maintenance Contract (AMC) after Completion of 2 years Warranty/ Defect Liability Period</b></td> <td></td> </tr> <tr> <td colspan="3">AMC payment shall be made quarterly after successful completion of the AMC services for each quarter.</td> </tr> </tbody> </table> | Sl. No. | Milestone Event to be achieved | % of Total | <b>A.</b> | <b>Supply and Installation of New Lift</b> |  | 5. | Submission and approval of detailed design and drawings (Including the detailed design and drawings for the allied Civil and Electrical works) | <b>10%</b> | 6. | Supply of material at site in good condition | <b>60%</b> | 7. | Completion of Installation, Testing | <b>20%</b> | 8. | Completion of Commissioning, Obtaining License from Electrical Inspectorate and Handing Over | <b>10%</b> | <b>B.</b> | <b>Annual Maintenance Contract (AMC) after Completion of 2 years Warranty/ Defect Liability Period</b> |  | AMC payment shall be made quarterly after successful completion of the AMC services for each quarter. |  |  |
| Sl. No.   | Milestone Event to be achieved   | % of Total   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| <b>A.</b>   | <b>Supply and Installation of New Lift</b>   |  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 5.  | Submission and approval of detailed design and drawings (Including the detailed design and drawings for the allied Civil and Electrical works)   | <b>10%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 6.  | Supply of material at site in good condition   | <b>60%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 7.  | Completion of Installation, Testing  | <b>20%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 8.  | Completion of Commissioning, Obtaining License from Electrical Inspectorate and Handing Over   | <b>10%</b>   |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| <b>B.</b>   | <b>Annual Maintenance Contract (AMC) after Completion of 2 years Warranty/ Defect Liability Period</b>   |  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| AMC payment shall be made quarterly after successful completion of the AMC services for each quarter. |  |  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |
| 28.   | <p>Commercial Condition</p> <ul style="list-style-type: none"> <li>Material inspection will be only at site premises after material</li> </ul>   | <p>No change. Tender condition prevails</p>  |         |                                |            |           |  |  |    |  |            |    |  |            |    |                                     |            |    |  |            |           |  |  |   |  |  |

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|     | <p>delivery</p> <ul style="list-style-type: none"> <li>• No deduction will be made in the payments in the name of labor welfare fund(LWF) or Electricity Charges or Water Charges</li> <li>• Statutory fees for Lift license will be refunded</li> <li>• Lift insurance will be in the scope of contractor for first year</li> <li>• Building related documents such as – Building Permit, Approved building plan with elevation &amp; Electrical Scheme and Approval are to be supported by WAPCOS</li> <li>• The retention of 2.5% on each bill will be release along with final payment against submission of equivalent BG</li> <li>• Time line for receipt of payment against submission of each invoice needs to be shared/clarified</li> <li>• Clarity on release of GST amount of each bill needs to be shared.</li> </ul> |   |
| 29. | Whether work order for AMC shall be issued along with DSITC work order   | The 5-year AMC part of the contract shall be transferable from WAPCOS Limited (Presently the Owners Engineer of CSEZA) to the Owners Engineer of CSEZA during the period of AMC without any additional financial burden to CSEZA. The work order for AMC shall be issued only after the completion of the 2-year DLP/Warranty period. |

**For and on behalf of WAPCOS LIMITED**  
**(Sd/-)**  
**General Manager (SEZ),**  
**WAPCOS Limited**