

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
DR. HOMI BHABHA ROAD, PASHAN, PUNE

PS/128/23/2018

12th February, 2019

Sub: Minutes of the Pre-bid meeting for "Supply, Installation and Commissioning of Passenger cum Goods lift at main building of IITM Pune" Qty –01 Job held on 12/02/2019 at IITM, Pune.

A Pre-bid meeting relating to the "Supply, Installation and Commissioning of Passenger cum Goods lift" Qty –01 Job held on 12th February, 2019 at 11:30 hrs. in Pisharoty hall at IITM, Pune.

In response to our Tender Notice No.PS/128/23/2018, representatives of the following prospective bidders / firms / companies were attended the meeting.

- i) M/s. ECE Elevators, Pune
- ii) M/s. Elevera Elevators, Pune
- iii) M/s. Escon Elevators Pvt. Ltd., Pune
- iv) M/s. Intellect Elemech Company Pvt. Ltd., Pune
- v) M/s. Johnson Lifts Pvt. Ltd., Pune
- vi) M/s. Jolly Elevators Pvt. Ltd., Mumbai
- vii) M/s. Omega Elevators, Pune
- viii) M/s. Phoenix Elevators Pvt. Ltd., Pune
- ix) M/s. Prime Lifts Pvt. Ltd. Pune
- x) M/s. Schindler India Pvt. Ltd., Pune
- xi) M/s. Thyssenkrupp Elevator (India) Pvt. Ltd., Pune

Representatives of the prospective bidders were asked about any suggestion, queries or technical advancement regarding tender document & technical specifications of the Passenger cum Goods lift to be procured. The Institute's reply to the queries raised by the bidders during –Pre-Bid Meeting followed by e-mail queries of the bidders prescribed in the Annexure-1.

Committee also suggested modification to the some of the typographical errors observed in the tender document as detailed below :

Sr. No.	Tender Document Page No.	Typo Errors	Modifications / Read as
1.	17	"1.39.2. Within twenty-one (14) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter 7."	"1.39.2. Within fourteen (14) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter 7."

2.	31	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <table border="1"> <tr> <td data-bbox="488 226 560 315">A</td> <td data-bbox="560 226 967 315">Payment for Goods supplied from abroad:</td> </tr> <tr> <td colspan="2" data-bbox="488 315 967 439">Payment of foreign currency portion shall be made in currency of the Contract in the following manner:</td> </tr> <tr> <td data-bbox="488 439 560 685">(a)</td> <td data-bbox="560 439 967 685">On Shipment: Eighty (50%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 2.15.</td> </tr> <tr> <td data-bbox="488 685 560 1010">(b)</td> <td data-bbox="560 685 967 1010">On Acceptance: Ten (40%) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods and successful installation & commissioning upon submission of claim supported by the acceptance certificate issued by the Purchaser along with the Performance security, if any.</td> </tr> <tr> <td data-bbox="488 1010 560 1167">I</td> <td data-bbox="560 1010 967 1167">Ten (10%) percent of the Contract Price of Goods received, upon acceptance of Performance Security / Performance Bank Guarantee submitted by supplier.</td> </tr> <tr> <td data-bbox="488 1167 560 1346">(d)</td> <td data-bbox="560 1167 967 1346">The LC for 100% value of the contract shall be established after deducting the agency commission payable if any, to the Indian agent from the FOB / FCA value.</td> </tr> <tr> <td data-bbox="488 1346 560 2033">I</td> <td data-bbox="560 1346 967 2033">The LC will be confirmed at the suppliers cost, if requested specifically by the supplier. 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3.	58	“TECHNICAL SPECIFICATIONS FOR 4.0 TOWER AIR-CONDITIONER, INVERTER TYPE”	“TECHNICAL SPECIFICATIONS FOR PASSANGER CUM GOODS LIFT - 16 PASSANGER ”																												
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The Committee also suggested to extend the due date of submission of bids by 07 days from the date of publication.

Meeting ended with thanks of the members.

Annexure-1**A) M/s. Schindler India Pvt. Ltd., Pune**

Sr. No.	Pg.	Clause no.	Clause Title	Deviation Suggested (Comm.)	Reply
3	New clause	To be added	Firm Price	Please add "Post Award of the Contract, the rates quoted by Schindler shall be fixed for a period of ___ till ___ (Price Validity). In case of variation in price for reasons of variation in scope of work or delays beyond the specified period, for reasons other than those attributable to Schindler there shall be variation in prices quoted and the same shall be paid by the Owner to the Contractor	No change. As per tender document only.
4	New clause	To be added	Liability	Schindler shall indemnify only for gross its negligence and wilful misconduct solely attributable to it. All liabilities of Schindler shall cease at the end of the warranty period. Schindler shall under no circumstances be liable for any loss of use or production, loss of profit, interest or revenues, loss of data or for any indirect or consequential damages or losses. Notwithstanding anything contained herein or elsewhere, the maximum liability of Schindler under or in connection with the Contract shall in no event be higher than 50% of the Contract price actually received by Schindler India Pvt Ltd.. All liabilities shall cease in case the work is terminated/ completed by third party	No change. As per tender document only.
5	New clause	To be added	Termination / Foreclosure	Please note and replace with "In the event of cancellation or termination of the Contract by the Customer for Convenience , Schindler will be charging from the Customer as follows: 15% of the Contract Value plus all applicable taxes before approval of drawings, 30% of the Contract Value plus all applicable taxes after approval of drawings, 60% of the Contract Value plus all applicable taxes after Schindler's intimation of material ready at warehouse, 90% of the Contract Value plus all applicable taxes after the material is despatched but not installed, 100% of the Contract Value plus all applicable taxes if installation has started." Further in case of termination for cause please add the following clause "In case of any delay, before terminating the Contract, Schindler shall be provided with a written notice of 15 days to remedy the breach within 15 days of receipt of the same. Upon termination for breach in services by Schindler, the Owner shall be liable to pay, an amount mutually agreed between the parties on the basis of (i) materials reasonably ordered/mobilized or initiated by Contractor for the Project and/or (ii) the Services commenced or delivered by Contractor. Please delete the clause 3e in articles of agreement as the same is not acceptable.	No change. As per tender document only.
6	New clause	To be added	Taxes and duties	Please note any variation in rates of present applicable taxation duties, levies or introduction of new or additional taxes, duties, levies including import duty, port clearance shall be borne by the Owner as mentioned in the invoice amount.	No change. As per tender document only.

7	New clause	To be added	Payment terms	<p>Schindler Proposes the following payment terms: For Imported Equipments: Owner shall open LC at sight for 100% in US Dollars of the value of imported equipments in favour of the foreign Schindler Group company supplying the Equipment. For Order for Installation, testing and commissioning: "The USD Portion is calculated based on applicable RMB to USD conversion rate. At the time of start of manufacturing RMB to USD conversion rate existing on the day and any increase /decrease in this will be to Customer's account." Payments to be made to Schindler India as follows: Please propose suitable payment terms. Payments to be made on prorated basis. At any point of time during contract period, Schindler will not provide more than 10% BG of INSTALLATION PORTION during the contract. In case ABG to be submitted, please cap the validity of the same valid till delivery of indigenous Material at site. All bills including final bill to be paid within 15 days of receipt of invoice. Schindler shall be entitled to charge interest @ 12% per annum on all overdue invoices lying unpaid for more than 30 days from its date. Payment cannot be linked to receipt of statutory license as it is in Owner's scope. Any deduction/ withholding to be mutually agreed between the parties in writing.</p>	No change. As per Pre-Bid minutes only.
8	New clause	To be added	Dispute resolution	<p>Please add "All dispute arising out of this project shall be referred to Arbitration. If the parties are unable to resolve the dispute amicably within 15 days of service of the written notice (or such longer period as the parties may mutually agree), then the dispute shall be finally resolved by arbitration as per the provisions of Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by both the Parties. The language shall be English and venue of Arbitration shall be Mumbai" Notwithstanding anything contained herein or elsewhere Contractor shall be paid for all works performed during the pendency of proceedings. Undisputed matters shall only be carried by Contractor.</p>	No change. As per tender document only.
9	New clause	To be added	Right to Use	<p>Neither the Customer nor any third party shall be entitled to use the elevator for any purpose whatsoever prior to:</p> <ul style="list-style-type: none"> •the formal written handover letter by Schindler to the Customer. •the receipt of the full and final payment by Schindler. •the building construction being completed. <p>Any unauthorized use or attempt of unauthorized use shall render the warranty and free maintenance period null and void and all subsequent aspects thereof shall be solely at the Customer's own cost and risk. Ownership of material shall be transferred to Owner once the final invoice is generated. Any support to be rendered shall be only after receipt of payment,</p>	<p>Not acceptable. The ownership of the goods supplied by the supplier shall be transferred to the buyer as soon as the payment made to the supplier against supplies as per the payment terms mentioned in the tender document & Pre-Bid minutes. Supplier shall handover the possession of lift to the buyer</p>

					(IITM, Pune) after completion of successful installation & commissioning and testing of the lift in question.
10	New Clause	To be added	Material Storage	The lockable storage at site will be given by the customer once material reaches at site	No change. As per tender document only.
11	GCC 2.26.1	(b) & (d)	Liquidated damages	The LD we can give is 0.25% per week maximum upto 5% on balance portion of work in mutual agreement	No change. As per tender document only.
12	Cl. 4.5	AMAC	-	AMC will be made on yearly advance payment only.	No change. As per tender document only.
13	Work schedule	To be added	-	The work schedule given during the technical bid will be fulfilled with customer support only (in documentation work)	No change. As per tender document only.
14	-	-	-	Payment terms : For supply of Lift Materials (Part-A). a) 10% on Order Reception b) 50% on material release for production c) 30% On material reaches at site c) Balance 10% on each Lift after Inspection & approval by statutory authorities, integrating all the systems, servicing and handing over of the same for use and after furnishing of bank guarantee for 10% valid for a period of 24 months from the date of commissioning and handing over.	As per Pre-Bid minutes only.

B) Thyssenkrupp Elevator (India) Pvt. Ltd., Pune :

Sr. No.	Queries	Reply
1	We request you to consider manual touch buttons along with the touch sensitive resistant glass panel for COP and LOP. We can provide manual touch buttons only.	No change. As per tender only.
2	As per tender requirement, for 16 passenger machine room less lift , minimum overhead required is 5400 mm. Kindly provide confirmation on the same.	Available overhead is 4400mm. If bidder requires more space, please consider in their civil scope.
3	We can provide maximum 15 passenger capacity lift in the available shaft. Kindly confirm.	No change. As per tender only.

C) General queries raised by all the bidders during Pre-Bid Meeting :

Sr. No.	Queries	Reply
1	How long telephone connection cable requires from lift to Security point?	It is suggested to visit the lift installation site.
2	Which type of granite should be considered for all landing door frame?	Black jet granite is suggested.
3	Scope of liasoining work for lift certification.	In the scope of vendor / bidder.
4	Architect and structural consultation certificate charges.	In the scope of vendor / bidder.
5	Training	Training to be provided to Technical Staff only & Training may be considered as a part of Scope of Work.