

Minutes of the Pre Bid meeting for the Construction of Biotech Lab-1 & Administrative Block-I at Life Science Park, Thonnakal, Thiruvananthapuram

Date & Time: 31.01.2018 @ 11.00 AM

Participants

HITES

1. Shri. A. Ranjith Kumar.A, AVP(IDD)
2. Shri Pradeep Kumar,A.B CE(Civil)
3. Smt Latha R DGM (IDD)
4. Shri George Mathew , DGM(Civil)
5. Shri P Sudarsanan SQs
6. Shri. SathishKumar N.S SM (F&A)
7. Shri Renjith G, M(Civil)
8. Smt Preetha Shobinathan APE(E)

Contractor

1. Shri Roy Mathew
2. Shri Babu . K
3. M/s ABM Civil Ventures
4. M/s Vellapally brothers
5. M/s KVJ Builders
6. M/s Heather constructions
7. M/s Vettoor construction

HITES officials informed the bidders that they should visit the site before quoting for the work. The defect liability period shall be for 3 years.

Labour camp should not be located inside the campus. Only essential staff upto 10 no:s can be accommodated at site provided . Proper accommodation and sanitation facilities are to the satisfaction of Engineer in Charge.

Sl no	Queries	Clarification
1	When should the Original solvency certificate to be submitted?	The original solvency shall be submitted before the date of tender opening.
2	Whether the soil test report can be uploaded?	The soil test report shall be uploaded along with the Prebid meeting minutes.
3	The pdf document for screen shot is not opening.	The Screen shot explaining how to submit the tender document will be uploaded again.
4	For the item :Supplying chemical emulsion in sealed containers including delivery as specified Chlorpyrifos/ Lindane emulsifiable concentrate of 20% the unit is given as Cum	The unit may please be read as litre.
5.	When to submit the credentials of the subcontractor for Structural glazing?	The credentials of the subcontractor shall be submitted before executing the work be got approved from the Engineer in charge.
6	What is the depth of the pile?	27 mtrs approximately

7	What is the diameter of the pile for initial test?	800 mm dia . The capacity of test pile is amended as follows: The capacity of single pile shall be above 50 tonne and upto 165 tonne.
8.	Whether connection corridor design will be given?	The design will be given by HITES. The contractor has to submit the shop drawings for approval before execution.
9	Whether Electrical subcontractor license is required? Eligibility Criteria for Qualification I. For Enlisted Contractors With HITES, b) ii. For Non-Enlisted Contractors Who Are Interested To Participate, d)	Not required.
10	Whether flyash can be added to cement for design mix concrete. ?	No. All RCC works shall be executed as per the specification in BOQ .
11	Whether painting is necessary for metal doors?	It is Pre finished doors hence no additional painting is required.
12	Whether obtaining statutory approvals is included in scope of the contractor?	The scope is as per clause 36 of SCC.
13	What is the foundation for Admin block?	Isolated footing.
14	What is the definition of Similar work ?	“Similar Works” shall mean Project comprising of Construction of RCC framed structure and atleast one building work should be with pile foundation.

The **Dispute Redressal Committee(DRC)** members and Clause 25 is amended as follows

Constitution of Dispute Redressal Committee – **Chairman: AVP(IDD)**
Member: CE
Member: SM(F)
Engineer in Charge (Convener)

CLAUSE 25

Settlement of disputes and arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chief Engineer in writing for written instruction or decision. Thereupon, the Chief

Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Chief Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Chief Engineer the contractor may, within 30 days of the receipt of Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.

If the Dispute Redressal Committee (DRC) fails to give their decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the CEO (HITES) for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CEO (HITES). If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the DRC .

It is also a term of this contract that no person, other than a person appointed by CEO(HITES), as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and HITES shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as

may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be justified and decided by the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

The minutes of prebid meeting forms part of the tender document and the vendors are requested to seal and sign the minutes and to be uploaded along with the tender document, without fail.

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