

**CORRIGENDUM : 05**  
**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF ELEVATORS FOR TALUK HOSPITAL, CHETTIKAD, ALAPPUZHA DISTRICT**  
**Tender No. HITES/IDS/TH-CHTKD-LIFT/23/25**  
**REPLY TO ADDITIONAL QUERIES**

Sr. No.	Document Name	Clause & Page No.	Clause Description	Bidder's Query	Reply to the queries by HITES
1	NIT	11	Defect Liability Period	Start of DLP should be on pro-rata handing over of individual unit.	No change. Tender conditions prevail
2	GCC – Clauses of Contract	9	<p><b>CLAUSE 1 PERFORMANCE GUARANTEE</b></p> <p>(i)                      Atleast 50% of this guarantee shall be in form of Treasury Fixed Deposit (Govt. of Kerala) and rest in form of Bank Guarantee (BG) or Demand Draft (DD) from any scheduled commercial bank based in India in accordance with the form annexed hereto or as amended by Ministry of Finance, GOI from time to time</p> <p>The Performance Guarantee shall be initially valid up to the stipulated date of completion plus six months beyond that. 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. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. The Bank Guarantee shall be kept alive till the completion or extended period whichever is later and expenses of renewal thereof are the responsibility of the contractor.</p>	<p><b>CLAUSE 1 PERFORMANCE GUARANTEE</b></p> <p><b>The contractor requested to amend the clause as follows</b></p> <p>1. Remove the condition of submitting 50 % of PBG in the form of TFD                      2. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus three months beyond that</p>	No change. Tender conditions prevail
			<p><b>CLAUSE 1 A RECOVERY OF SECURITY DEPOSIT</b></p> <p>The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit HITES/ Client at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by HITES by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts or bank guarantee. In case a fixed deposit receipt of any Bank is furnished by the contractor to the HITES as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the HITES to make good the deficit.</p> <p>All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by HITES on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.</p>	No amount should be recovered from running bills towards Security Deposit. We should upfront submit 5% SD in form of BG on award of contract, with validity till completion of DLP of 36 months.	Submission of upfront bank guarantee @5% of the tendered value against Security Deposit is acceptable. The BG shall be from a scheduled commercial bank and to be valid till completion of defect liability period.

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			The Security Deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in Clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of Clause 2 and Clause 5.		
3	GCC – Clauses of Contract	10	<p><b>CLAUSE 2 COMPENSATION FOR DELAY</b></p> <p>Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the sectional part of the work as mentioned in schedule F for which a separate period of completion is originally given</p>	<p><b>CLAUSE 2 COMPENSATION FOR DELAY</b></p> <p>The contractor requested to amend the condition as follows " Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 5% of the Tendered Value of delayed work or of the Tendered Value of the sectional part of the work as mentioned in schedule F for which a separate period of completion is originally give"</p>	No change.Tender conditions prevail
4	GCC – Clauses of Contract	18	<p><b>CLAUSE 9 PAYMENT OF FINAL BILL</b></p> <p>The final bill shall be submitted by the contractor, along with all supporting documents and as per Specific Conditions of Contract in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier.</p> <p>If the final bill has not been submitted by the contractor within the above mentioned time, the previous bill submitted by the contractor will be treated as final bill and no further claims will be entertained by KIIFB/HITES and the package will be considered as closed. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.</p> <p>Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made by the KIIFB based on recommendation of HITES E-I-C within the period specified here-in-under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of dismantled materials.</p> <p>The last measurement shall be taken within two weeks from the date of completion of work. The final bill containing measurements recorded after two weeks from the declared completion date will not be admitted by KIIFB/HITES and shall be considered for payments only after granting extension of time by executing a supplementary agreement if required.</p> <p>The final payment milestone of each package shall have a minimum value as stipulated in the table below.</p>	<p><b>CLAUSE 9 PAYMENT OF FINAL BILL</b></p> <p><b>1.The contractor requested to remove the following points</b></p> <p>a..If the final bill has not been submitted by the contractor within the above mentioned time, the previous bill submitted by the contractor will be treated as final bill and no further claims will be entertained by KIIFB/HITES and the package will be considered as closed. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.</p> <p>b..The final payment milestone of each package shall have a minimum value as stipulated in the table below.</p> <p>Minimum value of final payment milestone</p> <p>1. Up to 1 Cr 10% of Contract value or 5 lakhs whichever is less 2. Above 1 Cr and up to 5 Cr 5% of Contract value or 15 lakhs whichever is less 3. Above 5 Cr and up to 10 Cr 3% of Contract value or 25 lakhs whichever is less</p>	No change.Tender conditions prevail

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			<p>Minimum value of final payment milestone</p> <ol style="list-style-type: none"> <li>1. Up to 1 Cr 10% of Contract value or 5 lakhs whichever is less</li> <li>2. Above 1 Cr and up to 5 Cr 5% of Contract value or 15 lakhs whichever is less</li> <li>3. Above 5 Cr and up to 10 Cr 3% of Contract value or 25 lakhs whichever is less</li> <li>4. Above 10 Cr and up to 50 Cr 2.5% of Contract value or 100 lakhs whichever is less</li> <li>5. Above 50 Cr and up to 100 Cr 2% of Contract value or 150 lakhs whichever is less</li> <li>6. More than 100 Cr 1.5% of Contract value or 500 lakhs whichever is less</li> </ol> <p>The Contractor shall submit the final bill along with all supporting documents in all respect as per directions of EIC within 90 days of completion of work as duly certified by the EIC. If final bills are not received within this time limit, it will be considered that there are no further bills / claims by the Contractor for this work. If final bill is not submitted within the stipulated period as stated above, contractor is liable to pay a compensation (not as penalty) @0.01% per week subject to a maximum of 1% of the tendered value. This compensation shall be over and above compensation mentioned under clause 2.</p> <p>The final bill will be released within 180 days of receipt of final bill along with all supporting documents in all respect as per directions of EIC with all Statutory clearances.</p>	<ol style="list-style-type: none"> <li>4. Above 10 Cr and up to 50 Cr 2.5% of Contract value or 100 lakhs whichever is less</li> <li>5. Above 50 Cr and up to 100 Cr 2% of Contract value or 150 lakhs whichever is less</li> <li>6. More than 100 Cr 1.5% of Contract value or 500 lakhs whichever is less</li> </ol> <p>c If final bills are not received within this time limit, it will be considered that there are no further bills / claims by the Contractor for this work. If final bill is not submitted within the stipulated period as stated above, contractor is liable to pay a compensation (not as penalty) @0.01% per week subject to a maximum of 1% of the tendered value. This compensation shall be over and above compensation mentioned under clause 2.</p> <p>2.The contractor requested to amend the following condition The final bill will be released within 30 days of receipt of final bill along with all supporting documents in all respect as per directions of EIC with all Statutory clearances.</p>	
5		16	<p><b>CLAUSE 7 PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES</b></p> <p>The payment terms for Supply, Installation, Testing and Commissioning of Elevators for Taluk Hospital Chettikad, Alappuzha District will be as follows:</p> <ol style="list-style-type: none"> <li>1. 70% after supply of materials at site in good condition on certification of Engineer-in-Charge on pro-rata basis.</li> <li>2. 20% after completion of installation in all respects</li> <li>3. Balance 10% will be paid after testing, commissioning &amp; handing over to Client/HITES including all required statutory approvals.</li> </ol> <p>Payments will be released within 45 days after receipt of bills along with all supporting documents in all respect as per directions of EIC, subject to availability of funds. Payment will released by KIIFB based on certification of bills by HITES EIC. No compensation will be paid on account of any delayed payments.</p>	<p>The contractor requested to amend the condition as follows</p> <ol style="list-style-type: none"> <li>1) 80% payment against delivery of material at site on pro-rata basis.</li> <li>2) 10% payment after Installation on pro-rata basis.</li> <li>3) 10% payment on Testing, Commissioning and Handing over on pro-rata basis.</li> </ol> <p>Payments will be released within 15 days after receipt of bills along with all supporting documents in all respect as per directions of EIC, Payment will released by KIIFB based on certification of bills by HITES EIC.</p>	No change. Tender conditions prevail

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6	GCC – Clauses of Contract	22	<p><b>Deviation, Deviated Quantities &amp; Pricing:</b></p> <p>12.3 In case of contract items which exceed the limit laid down in schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above mentioned limit, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rates (s) so determined by the Engineer-in-charge shall be final and binding on the contractor, and shall not be arbitrable</p> <p>12.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of quantities or in the schedule of rates mentioned in schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.</p> <p>The Engineer-in charge reserves the right to vary the quantities of items or groups of items to be ordered as specified in the Bill of quantities, as may be necessary, during the execution of the Contract.</p> <p>12.5 The following are defined for the purpose of this clause:</p> <p>i. Abnormally High Quoted Rate (AHQR) -Items for which the quoted rate is having a deviation of more than 25% over the corresponding rate in the technically sanctioned estimate.</p> <p>ii. Abnormally Low Quoted Rate (ALQR) -Items for which the quoted rate is having a deviation of less than 25% below the corresponding rate in the technically sanctioned estimate</p> <p>iii. For AHQR items, the Contractor is bound to execute up to the agreed quantity. In case of variation over the agreed quantity, the admissible rate for the excess quantity shall be limited to the technically sanctioned estimate rate modified by the overall tender excess/tender deduction subjected to a maximum of the PWD local market rate prevailing at the time of ordering the excess quantity</p> <p>iv. For other items, the Contractor is bound to execute up to 25% over the agreed quantity. In case of variation over 25% of the agreed quantity, the admissible rate for the excess quantity shall be limited to the technically sanctioned estimate rate modified by the overall tender excess/tender deduction subjected to a maximum of the PWD local market rate prevailing at the time of ordering the excess quantity</p> <p>v. No increase shall be permitted within the original contract period and the rate in excess of market rate shall not be given under any circumstances. Upon rate revision shall be considered only in exceptional cases which shall be approved by the Employer for the enhanced rates based on the recommendation of the Engineer.</p> <p>vi. In case of ALQR items, sanction of Technical Sanction authority shall be insisted before limiting execution of concerned items less than 75% scheduled quantity.</p>	<p><b>The contractor requested to amend the condition as follows</b></p> <p>1.The rate(s) / price(s) shall be firm for the entire duration of contract (i.e. for completion of supply till 30/08/2024, and for completion of installation till 30/10/2024), 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.</p> <p>2.In case of any increase in the quantity, we shall quote the prices afresh for acceptance by the Client.</p> <p>3.In case of decrease in quantity, the same shall not affect the agreed per unit price up to -5% change in overall quantity. any change greater than -5% shall entitle the contractor to compensation for loss on account of OH&amp;P and other costs (if any).</p>	<p>No change.Tender conditions prevail</p>

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7	GCC – Clauses of Contract		<b>Contractor's All Risks Insurance :</b> a) Contractor's All Risks Insurance : The contractor shall insure the work for a sum equivalent to the 115% of the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the HITES against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract	The contractor requested to amend the condition as follows  <b>Erector's All Risks Insurance :</b> The contractor shall insure the work for a sum equivalent to the 115% 110% of the Contract value together with materials and Plant for incorporation therein, to the full replacement cost and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred, and, cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and it being understood that such insurance shall provide for compensation to be payable to rectify the loss or damage incurred or such additional sums as specified and the interests of the HITES against ALL RISKS claims, proceedings, loss or damages, costs, charges and expenses from whatsoever cause arising out of or in consequence of the execution and maintenance of the work for which the contractor is responsible under the contract.	No change.Tender conditions prevail
8	GCC - Schedule F	77	(iv)Maximum allowable extension for submission of Performance Guarantee, with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above. <b>-07 Days</b>	No penalty should be applicable for delay in submission of Performance Guarantee	No change.Tender conditions prevail
9	GCC - Schedule F	78	Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days -Rs. 5000/day	No penalty should be applicable on this account	No change.Tender conditions prevail
10	GCC - Schedule F	78	Authority to decide: (i) Extension of time - Competent authority of HITES as per DOP (ii) Rescheduling of mile stones- Competent authority of HITES as per DOP (iii) Shifting of date of start in case of delay in handing over of site -Competent authority of HITES as per DOP	No penalty should be applicable on this account	No change.Tender conditions prevail
11	General			<b>Limitation of Liability</b> The total liability of Contractor under this contract, for any and all claims, losses, costs or damages of whatsoever kind arising out of any cause or causes, shall not exceed an amount equal to 100% of CV. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contractor.	Not considered

NOTE: This Corrigendum-05 shall form part of the tender. All other terms and conditions of the tender remains unchanged. The bidder submit shall sign and seal all pages of this corrigendum-05 and submit alongwith the e-tender.

**For HLL Infra Tech  
Services Ltd  
Authorised Signatory**