



ECZO, ENGG. DEPTT. PATNA

**LIFE INSURANCE CORPORATION OF INDIA
ENGINEERING DEPARTMENT
EAST CENTRAL ZONAL OFFICE,
"ENGINEERING DEPARTMENT,
FORTH FLOOR, JEEVAN DEEP BUILDING
EXHIBITION ROAD, PATNA_800001
e-mail: ecz_engg@licindia.com**

E- TENDER FOR SITC OF SPLIT AC UNITS INSTALLED AT VARIOUS SATELLITE OFFICES UNDER DIFFERENT DIVISIONS IN BIHAR AND JHARKHAND

TENDER REFERENCE NO. – LIC/ECZ/ENGG/9

**LAST DATE FOR ONLINE SUBMISSION
ON OR BEFORE 15.00 HRS. ON 24.06.2026**

TENDER COST & EMD		
Cost	Rs.	500.00
GST	Rs.	90.00
Total	Rs.	590.00
EMD	Rs.	84,100

CONTRACTOR

1

CHIEF ENGINEER

E- TENDER FOR SITC OF SPLIT AC UNITS AT VARIOUS SATELLITE OFFICES UNDER DIFFERENT DIVISIONS IN BIHAR AND JHARKHAND

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**Engineering Dept., East Central Zonal Office, 4th Floor, Jeevan Deep Building,
Exhibition Road, Patna – 800001**

E-Tendering Programme

1. Online bids are hereby invited for the works mentioned below through online e-Tendering System portal <http://www.tenderwizard.com/LIC> **from the intended contractors.**

2.

Sr. No	Description	Remarks
1	Name of Work	SITC OF SPLIT AC UNITS AT VARIOUS SATELLITE OFFICES UNDER DIFFERENT DIVISIONS IN BIHAR AND JHARKHAND
2	Estimated Cost	Rs.4200674.00
3	Earnest Money Deposit (EMD)	Rs.84100.00
4	Tender Document Fee	Rs.590/- (including 18% GST)

3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://www.tenderwizard.com/LIC> is a prerequisite for e-Tendering.

4. Dates of various activities:

Sr. no.	Stage	Start Date and Time	Expiry Date and Time
	Uploading Tender document	On 10.06.2026 up to 17:30 Hrs.	
2	Downloading of Tender Document	10.06.2026,17.31 Hrs.	24.06.2026,15.00 Hrs.
3	Deposit of Tender Cost & EMD		
a	In Form of Demand Draft in sealed envelope	10.06.2026, 10.00 Hrs.	24.06.2026,15.00 Hrs.
b	Or By NEFT	10.06.2026,17.31 Hrs.	23.06.2026, 23.59 Hrs.
4	Online submission of tender	Up to 24.06.2026,15.00 Hrs.	
5	Opening of EMD envelope and opening of Price Bid	On 24.06.2026,15.30 Hrs.	



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For Registration and for further details on e-tendering, please visit website above mentioned portal (website) or below mentioned Helpdesk details.

Office Address:

E-Tender helpdesk
#24, Sudha Complex,
03rd Stage, 04th Block,
Basaveshwaranagara,
Bangalore - 560079,

Help Desk Contact Details:

Tel: 080-40482000/121/133/140

Mobile: 9686115304/9686115323

E-mail: lokesh.hr@antaressystes.com
raghuprashanth@antaressystems.com

Note: You may participate in this e-Tender directly. However, in case you would like to execute the project/work through your authorized dealer / Distributor, you shall issue a letter to the specified dealer / agency through which you propose to quote. However, the final responsibility of the Technical Parameters, details of the equipments furnished shall be confirmed by the Manufacturer / OEM. Further please note that preferably two agencies shall be authorized to quote on behalf of Manufacturer /OEM and in case manufacturer directly participates then only one dealer/agency will be allowed on behalf of manufacturer/OEM.

**LIFE INSURANCE CORPORATION OF INDIA
INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS**

NOTE: Tenderer should note that non-compliance of the following instructions will render the tender liable for rejection.

1. Address to which the BID No.-I i.e. EMD & Tender Fee in sealed envelopes marked BID No. I is to be submitted to **The Chief Engineer, LIC of India, ECZO, 4th Floor, Jeevan Deep Building, Exhibition Road, Patna -800001.**

A scan copy of the Demand Draft is to be uploaded in the portal. In case of NEFT Payment the Receipt of NEFT is to be uploaded. The Payment of EMD and Tender fee can be made together through NEFT.

The account details for NEFT/RTGS transactions follows:

Name of Account Holder	LIFE INSURANCE CORPORATION OF INDIA
Name of Bank	AXIS BANK LTD. ,Main Branch,Patna
15 Digit Account No	142010200012704
IFSC Code	UTIB0000142
Account Type	Current

Note: No exemption of EMD & Tender fee will be given to MSME/ NSIC registered bidders.

2. Last date for submission of BID-I (EMD and tender fee) of tender 24.06.2026 **up to 15.00 hours. Tender fees and EMD via NEFT by 23.06.2026, 23.59 Hrs.**
3. Tenderer should ensure that the tenders are submitted before the due date and time specified in the Key Dates of online tender. Please note that Department is not liable for any delay and no request will be entertained regarding any delay in registration/ submission of tender through online mode.
4. Tenderer should fill in all the relevant information in prescribed templates/forms and put his Digital signature on the relevant places as required in the e-tendering System.
5. The schedule of quantities (Price Bid) should be filled in as given in the online e-Tender.
6. Tenderer should note that he is to quote item Percentage Rates only for all the items in the schedule.
7. No liability whatsoever will be admitted nor claim allowed in respect of errors in the submitted tender due to missing / duplicate uploaded documents.

8. Part A / Proforma of Articles of Agreement should not be filled in by the tenderer. While the contract shall be deemed to have come into existence on issue of letter of acceptance to the successful tenderer, formal agreement shall be signed thereafter with the successful tenderer on non-judicial stamp paper of requisite value as per the proforma of Articles of Agreement.
9. Earnest Money accompanying with the tender will be accepted only in the form of Demand Draft/Pay Order/Banker's Cheque of any Nationalized Bank/Approved Scheduled Bank drawn in favour of "LIFE INSURANCE CORPORATION OF INDIA" payable at New Delhi or NEFT and not in favour of any other Authority or location. Any tender, which is not accompanied by Earnest Money Deposit, shall be summarily rejected. No interest will be paid for the period during which the earnest money lies in deposit with the Employer.
10. The submission of tenders and all communication till award of work shall be signed only by proprietor of proprietorship firm/authorized partner in case of partnership firm/Authorized person in case of company, public, limited firm etc. For these purpose, power of attorney shall not be considered. Power of attorney may only be considered for specific purpose after award of work such as for site instructions/communications, signing bills and other related matters for billing and payments etc.
11. Contractors are warned that Cash, or Encashable Cheque, or Bank or Insurance Guarantee, or Fixed Deposit receipt in lieu of the aforementioned form of Earnest Money remittance will not be accepted.
12. Tenders containing errors are liable to be considered non-bonafide at the discretion of the Chief Engineer.
13. Tenderer should note that tender should remain **valid** for consideration for a minimum period of **THREE MONTHS from** the date of opening of tender.
14. The Life Insurance Corporation of India reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.
15. Contractors should fill in their "**PERCENTAGE RATE**" in the **SCHEDULE OF QUANTITIES as provided on online portal in both FIGURES and WORDS**. Tenders containing the item Percentage Rate only in figures are liable to be considered non-bonafide at the discretion of the Chief Engineer and entail forfeiture of Earnest Money Deposit.
16. If on check there are differences between the Percentage Rate quoted by the contractor in words and figures or in the amount worked out or no amount quoted by him, the following shall be considered:
 - a) When there is a difference between the quoted Percentage Rate in figures and in words, the quoted Percentage Rate which correspond to the amounts worked out by the contractor, shall be taken as correct.
 - b) When the amount of an item is not worked out by the contractor or it does not correspond with the quoted Percentage Rate written either in figures or in words, then the Percentage Rate quoted by the contractor in words shall be taken as correct.
 - c) When the Percentage Rate quoted by the contractor in figures and in words tallied but the amount is not worked out correctly, the Percentage Rate quoted by the contractor shall be taken as correct and not the amount.

**INFORMATION & INSTRUCTIONS TO THE BIDDERS
FOR USING ONLINE ELECTRONIC TENDERING SYSTEM (eTS)**

Special Conditions & instructions for using online Electronic Tendering System (eTS) through portal (website) <http://www.tenderwizard.com/LIC> adopted by Life Insurance Corporation of India (LIC), East Central, Patna as given in the subsequent pages will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

- **Registration of the Contractors/Bidders:** All the Contractors intending to participate in the tenders floated online using Electronic Tendering System (ETS) are required to get registered on the eTender Portal (website) <http://www.tenderwizard.com/LIC>

After successful Registration on above mentioned portal contractor will get a User ID and Password to access the website.

- **Viewing of Online Tenders:** The contractors/bidders can view tenders floated on online Electronic Tendering System (ETS) hereinafter referred as "eTendering System" through portal (website) at <http://www.tenderwizard.com/LIC>. They can view the details like Tender Notice, Terms and Conditions, drawing (if any) and any other information. To download through they need to login on to the above portal and can download the tender documents of an e-Tender.

- **Key Dates:** The contractors/bidders can view the Online Scheduled dates of e-tendering System (time schedule) hereinafter referred as "**Key Dates**" for all the tenders floated using the online electronic tendering system on above mentioned portal (website) <http://www.tenderwizard.com/LIC>

The bidders are strictly advised to follow dates and time as mentioned in Key Dates of a particular tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule (Key Dates) to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined.

The bidder should ensure that the status of a particular stage should be shown as "Completed" before the expiry date and time of that particular stage and they should possess a copy of receipt of completion of each stage to be performed from their end which should match with the status with their offer on online portal. It will be the sole responsibility of the bidder if the status of a particular stage is "Pending" till the expiry date and time of that stage and he is not able to proceed further in the e-Tendering process. The Key dates are subject to change in case of any amendment in schedule due to any reason stated by the Department.

- **Obtaining a Digital Certificate and its Usage:** On e-Tendering System the bids should be Encrypted and Signed electronically with a Digital Signature Certificate (DSC) to establish the identity of the bidder on online Portal. The Digital Signature Certificate (DSC) has two keys i.e. Public Key and Private Key. The Public Key is used to Encrypt (code) the data and Private Key is used to decrypt (decode) the data. The Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Signature Certificates (DSCs) are issued by an approved Certifying

Authority, by the Controller of Certifying Authorities (CCA India), Government of India.

- The contractors may obtain Class III digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from our Service Provider for Electronic Tendering System (ETS):

E-Tender helpdesk
#24, Sudha Complex,
03rd Stage, 04th Block,
Basaveshwaranagara,
Bangalore - 560079,
dscprocessingunit@yahoo.com

Help Desk Contact Details:
Tel: 080-40482000/121/133/140
Mobile: 9686115304/9686115323
E-mail: lokesh.hr@antaressystes.com
raghuprashanth@antaressystems.com

- The Bid (Online Offer) for a particular eTender may be submitted only using the Digital Signature Certificate (DSC), which is used to Encrypt (codified) the data and sign the Hash (Impression of your data) during the stage of Bid Preparation and Hash submission. In case, during the process of a particular eTender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.
- In case of online Electronic Tendering, if the Digital Certificate issued to the authorized user of a firm is used for signing and submitting an online bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the Digital Certificate as per Indian Information Technology Act 2000 and its amendments. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of agency for LIC of India, Northern Zonal Office, New Delhi as per Information Technology Act 2000 and its amendments. The Digital Signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority; in case of change of authorized user and that a fresh digital certificate is procured and issued an "Authorization Certificate" for the new user. The procedure for application of a Digital Certificate will remain the same for the new user.
- The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at the e-Tendering Portal (website) through <http://www.tenderwizard.com/LIC>.

- **Submission of Earnest Money Deposit & Tender Fee:**

Contractors have to deposit EMD & Tender Fee of required amount and in the form as stated in of DD in a sealed envelope or through NEFT on and before of required amount as mentioned in the respective eTender in the form of "CROSSED DEMAND DRAFT "of any of the Nationalized Banks drawn in the favour of the "**Life Insurance Corporation of India**" payable at "**Patna**" only, and not in the favour of any other Authority or Location.

- Refund of Earnest Money Deposit to the unsuccessful bidders will be made through RTGS/NEFT.
- **Demand Draft should be submitted to the Chief Engineer, East Central Zonal Office, Life Insurance Corporation of India, 4th Floor, Jeevan Deep Building, Exhibition Road, Patna-800001 in the sealed envelope (BID I) on or before the due date mentioned** in Key Dates of eTender, otherwise your price bid will not be opened.
- If the tenders are cancelled or recalled on any grounds, the tender document fees will not be refunded to the agency.

- **Tender Download:**

- The Eligible Bidders can download the Tender Document online from above eTendering Portal <http://www.tenderwizard.com/LIC> before the Tender closing date & time mentioned in the eTender floated.

- **Submission of online bids:**

- The bidders are required to prepare their bids on online eTendering Portal as mentioned above. During bid preparation the bidders have to send their Public Key of DSC hence they are advised to procure DSCs at earliest to participate in the e-Tender. They are required to upload the scan copies of Demand Draft for Tender Document Fees and Earnest Money Deposit. Also, bidders are required scan and upload any other documents related to their credentials and submit wherever asked online. The bidders have to prepare their commercial bid online during in this stage only and seal (Encrypt) and digital sign the online bid with their Digital Signature Certificates. The Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down or take a printout the Bid Hash submitted and ensure that it matches during "Re-Encryption of Bids" stage. The bidders will not be able to change their ~~technical details and offer~~ (Percentage Rates) after expiry of due date and time on online portal.
- **Generation of Super Hash:** After the time of submission of Bid Seal (Hash) by the Contractors/Bidders has lapsed, the bid round will be closed and a "Digitally signed tender Super-Hash" will be generated Percentage Rated by concerned LIC Department official. This is equivalent to sealing the tender box.
- **Re-Encryption of Bids:** Once the Generation of Super Hash stage is completed the Contractors/bidders have to decrypt their bids as they are in encrypted mode by their DSC and re-encrypt with Department user's Public Key which will be included in the e-e-

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e-Tender. During this process they need use their DSC for decryption of Bids and signing of Bid Hash once again for security. The electronic bids of only those Contractors/bidders who have submitted their bid seals (hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Contractor who does not submit his bid seal (hash) within the stipulated time will not be allowed to submit his bid (Re-Encryption). This stage could be considered as transfer of control to LIC Department user.

Opening of Tender (Electronic offers): EMD Bid and Price/Financial Bid shall be opened on key dates.

TENDER EVALUATION PROCEDURE

(1) BID I (E.M.D. & tender fee): Tender fee of **Rs.590/- (including 18% GST)** & Earnest Money Deposit of **Rs.84,100.00 (Rupees Eighty-four Thousand One Hundred only)** in the form of Demand Draft/Pay Order/Banker's Cheque in favour of "Life Insurance Corporation of India" payable at New Delhi of any Nationalized/Scheduled Bank or through NEFT. On the due date of opening, BID I will be opened first and contractors whose Tender Fee and EMD found in order, BID II shall be opened online.

(2) BID II -: The Bid-II consists of letter to contractor, letter from contractor, Appendix to Condition of Contract, approved makes, technical specifications, Schedule of Quantities etc. The agency shall fill in the percentage Rate in figures and words. **The agency shall note that no condition shall be mentioned in the Price Bid. The conditional Tender is liable to be rejected.** The Financial Bid will be opened on the scheduled date and time.

BID-II (PART-I)

CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

- 1.1 In construing these Conditions, the Specifications, the Schedule of Quantities, Tender and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:
- 1.2 "Employer" shall mean THE LIFE INSURANCE CORPORATION OF INDIA and his (their) heirs, legal representatives, assignees and successors.
- 1.3 "Chief Engineer" shall mean the person occupying the post of head of the Zonal Engineering Department of the Corporation.
- 1.4 "Corporation's Engineers" shall mean such Deputy Chief Engineers, Superintending Engineers and/or Executive Engineers of the Corporation, who shall from time to time be appointed by the Chief Engineer for supervising the work carried out by the Contractor or for any purpose in connection therewith:
- 1.5 The term "Site Engineer" shall mean the person appointed and paid by the Employer, acting under the order of the Corporation's Engineer to superintend the work.
- 1.6 The Contractor/Construction Associates shall mean, the individual, firm or company whether incorporated or not, who is awarded the contract & shall include the legal representative of such individual or the persons composing such firm or company or the successors of such individual, firm or company & the permitted assignees of such individual, firm or company.
- 1.7 The "Site" shall mean the lands/buildings and/or other places on, in, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract
- 1.8 "This Contract" shall mean the Articles of Agreement, these Conditions, the General Instructions to Contractor, General Preambles to Schedule of Quantities, Special

Conditions, the Schedule of Quantities, the Specifications, the Appendices, the Drawings and other related correspondence.

- 1.9 "Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending Statute.
- 1.10 "Notice in Writing" or written notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- 1.11 Words importing persons include Firms and Corporations, words importing the singular only also include the plural and vice versa where the context so requires.
- 1.12 The titles of the Clauses shall not affect or alter the meaning of Clauses and are solely for the purpose of facilitating reference.
- 1.13 The following abbreviations shall be followed for the designations of various LIC Officers:

DESIGNATIONS

ABBREVIATIONS

Executive Director (Engineering)	E.D.(E)
Zonal Manager	Z.M.
Chief Engineer	C.E.
Chief Architect	C.A.
Deputy Chief Architect	D.C.A.
Deputy Chief Engineer	Dy.C.E.
Superintending Engineer	S.E.
Senior Architect	S.A.
Executive Engineer	E.E.
Deputy Senior Architect	D.S.A.
Asst. Secretary	A.S.

- 1.14 Wherever the words "approved", "directed", "as required", "selected" or words of like effect are used, it is to be understood that the approval/direction, requirement or selection of the Corporation's Engineer are intended unless otherwise specified.
- 1.15 The words "as described" shall mean the description in the Special Conditions, Specifications, General Instructions, Drawings etc. of this tender.
- 1.16 The words "allow" shall mean that the Contractor shall include in his rates for the particular matter referred to.
- 1.17 "Day Work" shall mean items of labour and/or materials which in the opinion of the Corporation's Engineer are not capable of being evaluated by the accepted method of measurement and analysis.

2. SCOPE OF CONTRACT:

- 2.1 The Contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Corporation's Engineer. The Corporation's Engineer may issue further drawings and/or written instructions, details, directions and explanation in regard to:
- a. The variation or modification of the Design, quality of works or the addition or omission or substitution of any work;
 - b. Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications;
 - c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material thereof;
 - d. The removal and/or re-execution of any work executed by the Contractor;
 - e. The dismissal from the work of any persons employed thereupon;
 - f. The opening up for inspection of any work covered thereupon;
 - g. The amending and making good of any defects under relevant Clause giving details of defects after completion.
- 2.2 The Contractor shall forthwith comply with and duly execute all works comprised in such Instructions subject to the provisions of relevant specific conditions of the Contract. In the event of any dispute or difference of opinion the contractor shall refer the matter within 7 (seven) days of the issue of such instruction to the Chief Engineer whose decision shall be final & binding.

3. DISCREPANCIES:

- 3.1 If there are varying or conflicting provisions made in any one document forming part of Contract, the Chief Engineer shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 3.2 The several documents forming the Contract are to be taken as mutually explanatory of one another, and the order of precedence shall be as follows;
- a) Special conditions
 - b) General preambles to schedule of quantities
 - c) General instructions
 - d) Conditions of contract

3.3 In case of discrepancies between the Schedule of Quantities, the specifications and/or drawings the following order of precedence shall be observed

- a) Description in Schedule of Quantities
- b) Specifications of relevant Trade
- c) Drawings; detailed drawings shall be followed in preference to small scale drawings and figured dimension in preference to scale.
- d) Indian Standard Specifications of `BIS`

4. DRAWINGS AND SCHEDULE OF QUANTITIES:

4.1 Deleted

5. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY FOR EXECUTION OF WORK:

5.1 Contractor shall provide everything necessary for the proper execution of the work according to the intent & meaning of the Drawings, Schedule of Quantities and Specifications taken together, whether the same may or may not be explicitly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the CE whose decision shall be final and binding on the Contractor.

5.2 The Contractor shall supply, fix and maintain at his cost during the execution of any work all the necessary Centering, Scaffolding, Staging, Planking, Timbering, Strutting, Shoring, Pumping, Fencing, Boarding, Watching and Lighting by night as well as by day, required not only for the proper execution and protection of the said work but also for the protection of the Public and the safety of any adjacent Roads, Streets, Cellars, Vaults, Ovens, Pavements, Walls, Houses, Buildings and all other erections, matters or things and the Contractors shall take down and remove any or all such Centering, Scaffolding, Staging, Planking, Timbering, Strutting, Shoring, etc., as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the work to the satisfaction of the Corporation's Engineer.

6. AUTHORITIES, NOTICES AND PATENTS:

6.1 The Contractors shall conform to the provisions of any Acts of the Legislature relating to the work and to the Regulations and Bye-Laws of any Authority and or any Water, Lighting and other Companies and/or Authorities with whose system the structure is proposed to be connected and shall before making any variations from the Drawings or Specifications that may be necessitated by so conforming give to the CE written notice specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. In case the Contractor shall not within 7 (seven) days receive such instructions, he shall proceed with the work conforming with the Provisions, Regulations or Bye-Laws in question.

- 6.2 In particular, the Contractors shall be responsible to Register themselves under the Contract Labour (Regulation & Abolition) Act 1970 and Rules there under and any amendment thereto; They must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to Employer as may be required by it and shall indemnify the Employer against any penalties/claims arising from any default on their part.
- 6.3 The Contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and to pay to such Authority or to any Public Office all fees/costs that may be properly chargeable in respect of the work and lodge the receipts with the Employer.
- 6.4 The Contractors shall indemnify the Employer against all claims in respect of patent, rights, and shall defend all actions arising from such claims unless he has informed the Chief Engineer before any such infringement and received his permission to proceed and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
- 6.5 The Contractor should observe that his work shall not cause any nuisance to the Public in general and to the neighbouring occupants in particular.
- 6.6 Should the Contractor desire to work on Sundays, Holidays and during night hours, permission in writing from the Corporation's Engineer must be obtained in time. It shall be the responsibility of the Contractor to obtain permission from Civil Authorities, if necessary.

7. SETTING OUT WORK:

The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the corrections of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the Contractor shall at his own cost rectify such error, if called upon, to the satisfaction of the Corporation's Engineer. The Contractor must not commence work until the outlines of the building and Centre line layout have been pegged out and approved by the Corporation's Engineer.

8. CONTRACTOR IMMEDIATELY TO REMOVE OFFENSIVE MATTER:

All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall be at once carted away by the Contractor to some pit or place provided by him outside the work site.

9. MATERIALS AND SAMPLES TO BE BEST:

- 9.1 All the materials stored and equipment required for the full performance of the Contract must be provided through normal trade channels and must include applicable import duties and all applicable taxes and other charges, if any. They shall be of approved quality and the best of their kind available and the Contractor must be entirely responsible for the proper and efficient carrying out of the work. The Contractor shall order all materials required for the execution of the work from local as well as from outside sources if situation warrants so as early as necessary to the satisfaction of the Corporation's Engineer and to ensure that such materials are on site well ahead of requirement for use in the work. Non – availability of materials in local market will not be an issue behind slow progress of work.
- 9.2 Before ordering such materials, the Contractor shall get samples of the materials approved well in time. Preference shall be given to ISI marked products and approved brands of requisite quality as mentioned in the tender. For materials to be used if permitted which are neither approved brands nor ISI marked, the same shall be got tested from approved laboratories ~~at the Contractor's cost before approval~~. Approved brand and ISI marked product will also be tested if desired by the CE and if the test results are satisfactory, the cost of testing shall be borne by the Employer otherwise by the Contractor. No claim will be allowed for delay to the progress of work caused by testing. If called upon by the Executive Engineer, the Contractor shall produce proof for having arranged for the supply of materials well in time.
- 9.3 The Contractor shall furnish well in time before work commences at his own cost, any samples of workmanship that may be called for by the Corporation's Engineer for his approval and any further samples in case of rejection until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply. In case of items like suspended ceiling, partitions, etc. typical sample panels or proto-types shall be erected in position for approval before undertaking work. Rates quoted shall cover for all such preliminary works.

10. ACCESS:

Any of the Corporation's Engineers or any persons authorised by the Employer/Chief Engineer shall at all reasonable time have free access to the work and/or the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained and the Contractor shall give every facility to all of them necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Public Authorities, no person shall be allowed on the work at any time without the written permission of the Corporation's Engineer. If any work is to be done at a place other than the site of the work, the Contractor shall obtain the written permission of the Corporation's Engineer for doing so.

11. DELETED.

12. DISMISSAL OF WORKMEN:

The Contractor shall, on the instruction of the Corporation's Engineer, immediately dismiss from the work any person employed by him thereon, who may, in the

opinion of the Corporation's Engineer, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the Corporation's Engineer.

13. DATE OF WORK COMMENCEMENT AND COMPLETION:

The "Date of work Commencement" shall be as stated in the Appendix to the conditions of contract of this tender document and as per work order and the Contractor shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the "Date of work Completion" stated in the Work Order, subject to the provisions for extension of time hereinafter contained.

14. ASSIGNMENT:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part, share of interest therein nor shall he take a new partner without the written consent of the Employer/CE and no subletting shall relieve the Contractor from the full and entire responsibility of the Contract or from the active superintendence of the work during its progress.

15. DEVIATION, VARIATION, EXTRA/DEVIATED ITEMS AND PRICING:

15.1 The Contractor should note that unless otherwise stated, the tender is strictly on **percentage** Rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work and no variation i.e. additions, omissions or subtractions shall vitiate the Contract. No liability shall attach to the Employer for any error therein or variation there from.

15.2 The contractor may when authorized and shall when directed, in writing by the CE or the Corporation's Engineers, whom the CE may for that purpose appoint, add to, omit from, make alterations in, substitutions for, or vary the works shown upon the Drawings or described in Specifications or included in the Schedule of Quantities but the Contractor shall make no additions, omissions, alterations, substitutions or variations without such authorization or direction. A verbal authority or direction by the CE, if confirmed by the contractor in writing within 7 (seven) days, be deemed to have been given in writing.

15.3 The rates of such altered, additional or substituted works shall be determined in accordance with the following.

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- a. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- b. The net price of the items in the original tender shall determine the value of the items omitted. However, if omissions vary the conditions under which any remaining items of the work are carried out or if the amount of any omission relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Chief Engineer, the net rate or price contained in the Schedule of Quantities or Tender or for any item of work involves loss or expenses beyond that reasonably contemplated by the Contractor and is by reason of such omission rendered unreasonable or inapplicable, the Chief Engineer shall fix another rate or price as in the circumstance he shall think reasonable and proper.
- c. If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- d. If the rate for altered, additional or substituted item of work cannot be determined in the manner specified above, then such items of work shall be priced on the basis of coefficients of labour and materials as given in the latest CPWD rate analysis handbook and rates for labour and materials wherever applicable shall be the market rate prevailing at the time of execution.
- e. Where such co-efficient are not available in C.P.W.D. rate analysis, the actual Labour/Materials involved and recorded by the Executive Engineer in executing the items shall be considered.
- f. Where extra work cannot be properly measured or valued, the Contractor shall be allowed "Day Work" prices at the net rates stated in the Tender or the Schedule of Quantities or, if not so stated, then in accordance with the local "Day Work" rates and wages for the district, provided that in either case vouchers specifying the date and time (and if required by the EE the names of workmen employed) and materials incorporated be delivered for verification to the EE or his representative at or before the end of the week following that in which the work has been executed. The EE is not bound to recognize the cost of materials furnished in vouchers; the CE at his discretion, will fix the price of such materials based upon market value.
- g. While fixing rates of extra items 15% (Fifteen percent only) shall be allowed over and above the basic rate of material (without GST) T & P, water charges

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and labour to cover all supervision, overheads, profits and all other applicable Taxes. cess. GST on works contract will be paid separately.

- h. Quantities in Schedule of quantities are provisional. Quantities may increase or decrease to any extent. Even some of the items may not be executed. No extra claim in this regard will be entertained
- i. For all extra items of work, the contractor should submit to the concerned Corporation's Engineer the necessary particulars along with his analysis and the rate he proposes to claim for consideration within a period of 4 (four) weeks from the time of cropping up of any authorized extra / deviated item. He shall also ensure that all the authorized claims are included in the final bill. If the contractor fails to submit his claim within the stipulated period or the period duly extended by the Corporation's Engineer, then the CE shall proceed to fix the rate for the item(s) and the same shall be final and binding on the contractor.
- j. The Contractor shall note that Extra/Deviated items claim and/or any other claim whatsoever if submitted after submission of his Final Bill, will not be entertained and considered by the Employer. The Contractor shall not be allowed to make any Additions/ Alterations/ Revisions / Changes/ Modifications/ Variations in the final bill, after the final bill is submitted by him.

16. SUB-CONTRACTORS:

- 16.1 All specialist Merchants, Tradesmen and others, executing any work or supplying, fixing any goods for which provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the CE, who shall be the final authority are hereby declared to be Sub-Contractors and are herein referred to as nominated Sub-Contractors.
- 16.2 No nominated Sub-contractor shall be employed on or in connection with the work against whom the Contractors shall make reasonable objection or (save where the CE and the Contractor shall otherwise agree) who will not enter into a Contract providing: -
 - a. That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contractor as the Contractor is under, in respect of this Contract;
 - b. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor or his servants or agents or any misuse by him or them of any scaffolding or other plant or the property of the Contractor or under any Workmen's Compensation Act in force.
 - c.

17. THIRD PARTY LIABILITY, DAMAGE TO NEIGHBOURING PROPERTY, LOSS OF MATERIAL AND WORKMEN'S COMPENSATION:

- 17.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all damage to structural and/or decorative part of property which may arise from the operations or neglect of himself or of any Sub-contractor or any of his Sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of his Contract. This Clause shall be held to include inter-alia, any damage to Building, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges, or ways as well as all damage caused to the building, and the works forming the subject of this Contract by frost, rain, wind or other inclemency of the weather. The Contractor shall fully indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of all and any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or damages consequent upon such claim.
- 17.2 The Contractor shall fully indemnify the employer against any loss, damage or deterioration for whatever reason, of all materials brought at site and especially material supplied by or paid for partly or wholly by the employer.
- 17.3 The Contractor shall reinstate all damage and loss of every sort mentioned in this Clause so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of the third parties.
- 17.4 The Contractor shall fully indemnify the Employer against all claims which may be made against the Employer by any member of the Public or other third party in respect of anything which may arise in respect of the works or in consequence thereof.
- 17.5 The contractor shall at his own expense arrange to effect from the date of commencement & maintain till the date of virtual completion of contract, with any licensed general insurance company, a **POLICY OF INSURANCE (Contractor's all risk policy)** to cover all such risks detailed above viz. loss, damage & third-party liability etc. The policy shall be an amount as mentioned in Appendix to Condition of Contract and **in the joint names of the employer & contractor** and

shall be deposited with the employer and renewed as required from time to time during the currency of the contract.

- 17.6 The Contractor shall also fully indemnify the Employer against all claims which may be made upon the Employer, whether under the **WORKMEN'S COMPENSATION ACT** or any other **STATUTE** in force during the currency of this Contract or at Common law in respect of any Employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain until the Virtual completion of the work, with "licensed General Insurance Company" a **POLICY OF INSURANCE** as mentioned in Appendix to Condition of Contract in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the employer & renew the same as required from time to time during the currency of the Contract.
- 17.7 The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damage to any property arising out of or incidental to the negligence or defective carrying out of the Contract.
- 17.8 The amount of insurance to be taken for the above policies will be jointly decided between the contractor and the employer before issue of acceptance letter based on the tendered cost, nature of work, location of site, local hazards etc.
- 17.9 In default of the Contractor insuring as provided above, or having insured failing to renew the same as required the Employer on his behalf may so insure/renew and may deduct the premiums paid from any monies due or which may become due to the Contractor together with penalty as the CE deems appropriate.
- 17.10 The Contractor shall also fully indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings at law and also in respect of any award of compensation of damages arising there from.
- 17.11 The Employer shall be at liberty and is hereby empowered to deduct fully the amount of any damages, compensation costs, charges and expenses arising or accruing any such claim of damage from any sum or sums due or to become due to the Contractor.

18. DELAY AND EXTENSION OF TIME:

- 18.1 If the works be delayed due to any of the following:

- a) by force majeure,
 - b) by reason of any exceptionally inclement weather,
 - c) by reason of proceedings taken or threatened by, or disputes with, adjoining or neighboring owners, or public authorities,
 - d) by the work, or delays, of other Contractors or Tradesmen engaged by the Employer,
 - e) by reason of any additional work or instruction ordered by the employer,
 - f) by reason of Civil Commotion, local commotion of workmen or strike or lock-out affecting any of the building trades,
 - g) In consequence of the Contractor not having received in due time necessary instructions from the CE for which he shall have specifically applied in writing,
 - h) From other causes which the CE may certify as beyond the Control of the Contractor,
 - i) by reason of non-payment of interim certificate at specified time, then upon the happening of any such event causing delay the contractor shall immediately, give notice thereof in writing to the Corporation's Engineer, but shall nevertheless use constantly his best endeavors to make good this delay.
- 18.2 Request for extension of time shall be made by the contractor at the earliest of the event causing the delay.
- 18.3 In case of strike or lockout the Contractor shall give written notice thereof to the CE as soon as possible but he shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the CE to proceed with the work.
- 18.4 The CE shall make a fair and reasonable assessment of the delay and grant extension of time accordingly. Such extension shall be communicated to the contractor by the Corporation's Engineer **within 30 (Thirty) days of the date of receipt of such request for extension.** Non-application by the contractor for extension shall however not be a bar for giving fair and reasonable extension which shall be as decided by the CE.
- 18.5 The decision of the CE as communicated by the Corporation's Engineer to the contractor on the extension of time shall be final & binding.
- 18.6 No claim in respect of compensation or otherwise, howsoever arising, as a result of extension granted under the above conditions shall be admissible.

19.1 LIQUIDATED DAMAGES FOR DELAY (LD):

19.1 LIQUIDATED DAMAGES FOR DELAY (LD) shall be as stated in the Appendix to the conditions of contract of this tender document.

19.2 Deleted

20. FAILURE BY CONTRACTOR TO COMPLY WITH CE'S INSTRUCTIONS:

If the Contractor after receipt of written notice from the CE, requiring compliance with such further Drawings and/or his instructions, fails within 7 (seven) days to comply with the same the CE may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all additional costs incurred in connection therewith shall be deducted from any money due or to become due to the Contractor.

21. MEASUREMENT OF WORKS:

21.1 All items having a financial value shall be entered in the Measurement Book. All measurements and levels shall be taken jointly by the Contractor or his authorized representative and Site Engineer or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by both the parties in token of their acceptance. If any of the measurements recorded are objected by any one of the parties, a note shall be made to that effect with reason, signed by both parties and referred to Corporation's Engineer whose decision in the matter shall be final and binding. Measurements can also be recorded through electronic medium where specifically approved by Chief Engineer.

21.2 If the contractor or his authorized representative does not record the measurements periodically for the completed works, then the site Engineer shall take measurements after giving notice in writing of at least 3 (three) days. Measurements recorded in the absence of Contractor shall be intimated with a copy of such measurements to the contractor. If the contractor fails to countersign or record objections within a week from the date of measurement, then such measurement recorded in absence by the Site Engineer shall be deemed to be accepted by and binding on the Contractor.

21.3 The Contractor shall, without any extra charge provide all assistance with every appliance, labour and other things necessary for taking measurements (either by him or by site Engineer) and recording levels including test checking of such measurements by any person authorized by the Employer.

21.4 All work shall be measured net as fixed in its place. All measurements of 'cutting' shall be held to include for the consequent wastage on the materials used.

21.5 Except where any general or detail description of the works expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items for which procedure is not covered in the specification, measurement shall be taken in accordance with the relevant Standard Method of measurement issued by BIS and if for any item no such standard is available then a mutually agreed method shall be followed.

21.6 Deleted

22. PAYMENTS:

- 22.1 The Contractor shall be paid by the Employer, from time to time, by installment under Interim Certificate to be issued by the Corporation's Engineer to the Contractor on account of the work executed, as mentioned in the Appendix to the Conditions of Contract however subject to recoveries under this Contract. The Interim Certificate shall be based upon Interim Bills or Running Account Bills to be prepared by the Contractor and supported by the detailed measurements. Adequate references, sketches and cross references wherever necessary are also to be provided with detailed measurements. The Corporation's Engineer may allow inclusion in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the work but not incorporated in it.
- 22.2 Provided always that the issue by the Corporation's Engineer of any Certificate during the progress of the works or after their completion shall not relieve the Contractor from his liability in cases of fraud, dishonesty or fraudulent concealment relating to the work or materials or any matter dealt with in the Certificate in case of all defects and insufficiencies in the work or materials which a reasonable examination would not have disclosed. No Certificate of the Corporation's Engineer shall of itself be conclusive evidence that any work or materials to which it related are in accordance with the Contract;
- 22.3 Payment upon the Corporation's Engineer's Certificate shall be made within the periods named in the Appendix "Period for honouring Interim Certificate" after such a Certificate has been delivered to the Employer;
- 22.4 The CE shall have power to withhold any Certificate if the work or any parts thereof are not being carried out to his satisfaction. However, if the final certificate is not issued within the period as mentioned under clause No 22.5, 26 due to Audit para by CTE etc. the amount involved for such items of deficient work as decided by Chief Engineer would be with held. The same would be allowed as agreed upon by CTE & the Chief Engineer and the final certificate would accordingly be issued and final bill passed. For such with held amount, a simple interest @6% per annum shall be paid to the Contractor along with the said payment. Such interest shall be calculated from the last date (as mentioned in Appendix to Condition of Contract) for honouring final certificate till the date of payment.

22.5 The measurements and valuation in respect of the Contract shall be completed within the "period of Final Measurement" stated in the Appendix to conditions of contract or if not so stated then within six months of the completion of the contract works as defined in Clause (26) hereof. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

22.6 The final certificate shall be based on the submission of final measurements or overall measurements of the work to be taken if so directed by Corporation's Engineer) with all relevant details similar to 22.1 above. The CE may direct the Contractor to re submit details if the same are found incomplete to issue the final certificate and his decision to accept the details is final and binding on the Contractor.

Final Certificate shall be issued by the CE after the conditions are met with as per 22.4, 22.5, 22.6 and 26 and Contractor's submission of No Claim Certificate cum receipt as per the format given in Appendix to Condition of Contract.

23. Deleted

24. UNFIXED MATERIALS AND EQUIPMENTS:

All tools, plants and materials brought to the site by the Contractor shall vest in the Employer and shall not be removed from the site of works except by permission of the Corporation's Engineer in writing. The Employer shall have a lien on these materials and plants.

25. REMOVAL OF IMPROPER WORK:

The Corporation's Engineer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or as may be specified in the order, of any materials, which in their opinion are not in accordance with the Specifications or instructions, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or Instructions and the Contractor shall forthwith carry out such an order at his own cost. In case of default on the part of the Contractor to carry out such an order, the CE shall have the power to employ other persons to carry out the same and all expenses consequent thereon or incidental thereto as certified by the EE shall be borne by the Contractor and may be deducted from any amounts due or that may become due to the Contractor.

26. VIRTUAL COMPLETION / DURATION OF CONTRACT

The work shall be completed in accordance with the Contract and to the entire satisfaction of Chief Engineer. All unused materials, tools, plants, scaffoldings, temporary structures, hutments and things belonging to the Contractor shall be

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removed and the site of works cleared of rubbish and all waste materials by the contractor at his own expenses and delivered up tidy to the employer. After completion of the work, the contractor will serve a written notice to the CE to this effect. The Chief Engineer after satisfying himself shall thereupon approve the virtual completion. The Defect Liability Period shall commence from the date of such certification.

27. DEFECTS AFTER COMPLETION:

The defects, shrinkage, settlements or other faults, which may appear within "the Defects Liability Period, stated in the "Appendix to the Conditions of Contract" or if not stated then, within 12 months after virtual completion of the work, arising on account of materials or workmanship not in accordance with the Contract shall, upon the directions in writing of the Corporation's Engineer and within such reasonable time specified therein, be amended and made good by the Contractor at his own cost unless the CE shall decide that he ought to be paid for such amendment and for making good, and in case of default, the CE may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be recovered from any monies due or that may become due to the Contractor. The CE may in lieu of such amending and making good by the Contractors, deduct from any money due or that may become due to the Contractor, a sum to be determined by the CE equivalent to the cost of amending such work. Should any defective work have been done or materials supplied by any Sub-Contractor employed on the work, who has been nominated or approved by the CE as provided in Clause No.16 the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subjected to the provisions of this Clause and Clause No.2 hereof. The Contractor shall remain liable under the provision of this Clause notwithstanding the payment of any Certificate or the passing of any accounts.

28. PROVISIONAL SUMS, APPLICATION OF:

28.1 For all the work listed under items for which provisional sums are provided in the tender, the CE reserves the right to invite separate tenders or select or order from any manufacturer or firms at his discretion and reserves to himself the right of paying direct to persons or firms for any such work. The Contractor will not have any claims over these items, but if tenders are invited for such items, he will also be invited to quote along with others.

28.2 If ordered by the CE, Contractor shall be required to carry out provisional sum items at the same conditions and rates as applicable for this Contract.

29. OTHER PERSONS ENGAGED BY THE EMPLOYER:

CE reserves the right to execute any work not included in this Contract, which he may desire to have carried out, by other persons and the Contractor shall allow all reasonable facilities and the use of his scaffolding and plant for the execution of such work, but is not required to provide any special plant or materials for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the work included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

30. SUSPENSION BY THE CONTRACTOR:

If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the work, shall suspend the work or in the opinion of the CE shall neglect or fail to proceed with due diligence in the performance of his part of the Contract or if he shall make default in respect of Clause No.2, the Employer shall have the power to give notice in writing to the Contractor requiring that the work be proceeded within a reasonable manner and with reasonable dispatch. Such Notice shall purport to be a notice under this clause. After such notice is given, the Contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto any plant or materials belonging to him, which shall have been placed thereon for the work and the Employer shall have a lien upon all such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 7 (seven) days after such notice given to proceed with the work as therein prescribed, the CE may proceed as provided in Clause No.31.

31. DETERMINATION OF CONTRACT BY EMPLOYER:

If the Contractor (being an individual or a firm) commit any "Act of Insolvency" or shall be adjudged as Insolvent or shall make an assignment or composition of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors, or being an Incorporated Company shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the Court or Voluntarily or if the official Assignee of the Contractor shall repudiate the Contract or if the official Assignee or the Liquidator in any such winding up shall be liable within 7 (seven) days after notice to him requiring him to do so, to show to the reasonable satisfaction of CE that he is able to carry out and fulfil the Contract and if required by the CE to give security therefore or if the Contractor (whether an Individual Firm or Incorporated Company) shall suffer execution to be issued or if the Contractor shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractors or if the contractor shall assign or sublet the Contract without the consent in writing of the CE first obtained or if the Contractor shall charge or encumber this Contract or any payment due or which may become due to the Contractor there under, or if the CE shall certify in writing that in his opinion the Contractor,

- a) has abandoned the Contract, or

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- b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 7 (seven) days after receiving from the CE written notice to proceed, or
- c) has failed to proceed with work with such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, or
- d) has failed to complete the work within the stipulated date including authorized extensions or
- e) has failed to remove the materials from the site or to pull down and replace the work within 7 (seven) days after receiving a written notice from the Corporation's Engineer that the said materials or work were condemned or rejected or
- f) has neglected or failed persistently to observe and perform all or any of the acts, matters, or things, by this Contract to be observed and performed by the Contractor for 7 (seven) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- g) has to the detriment of good workmanship or in defiance of the CE's instructions to the contrary sub-let any part of the Contract,

then and in any of the said causes, the CE notwithstanding any previous waiver, after giving 7 (seven) days notice in writing to the Contractors, determine the Contract, but without thereby affecting the powers of the CE or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, his agents or servants, may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials, lying upon the premises or the adjoining lands or road and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the work, and the Contractor shall not in any way interrupt or do any act, matter, or thing to prevent or hinder such other Contractor, other persons or person employed for completing and finishing or using the materials and plant for the work. When the work shall be completed or as soon thereafter as convenient, the CE shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 (Fourteen) days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The CE shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in getting the work to be so completed, and the amount, if any, owing to the Contractor and

the amount, which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be and the Certificate of the CE shall be final and conclusive between the parties.

32. TERMINATION OF CONTRACT BY CONTRACTOR:

- 32.1 If payment of the amount payable by the Employer under any Certificate of the EE shall be in arrears as unpaid for 60 (sixty) days after notice in writing requiring payment of the amount with interest of aforesaid shall have been given by the Contractor to the Employer, or if the work be stopped for six months under order of the CE or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer payment for all the work executed and for any loss, he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.
- 32.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause No.15 hereof.

33. DETERMINATION OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not require the whole or any part of the works to be carried out, the CE shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the Execution of the whole of the works.

The Contractor shall be paid at contract rates for the full amount of work executed and in addition:

- a. The cost at site of all surplus approved materials collected for incorporation in the work, which the Contractor does not wish to retain and which shall thereafter become the property of the Employer.
- b. Where the Contractor desires to retain the surplus of approved materials (excepting materials supplied by the Employer or obtained in Employer's name, which shall, in any case, be returned to the Employer) the cost of handling and cartage charges for removal from the site to a reasonable distance not exceeding 25 kms.
- c. If upon the determination of the Contract under this condition, the Contractor is of the opinion that he has suffered hardship by reason of the operation of these conditions, he may refer the circumstances with full details to the Chief Engineer, who on being satisfied that such hardship exists or has existed, shall make such allowance, if any as in his opinion is reasonable, and his decision shall be final, conclusive and binding. Only such of the above claims

as are deemed reasonable and are supported by vouchers shall be admitted by the C.E.

34. DISPUTES TO BE FINALLY DETERMINED BY THE CHIEF ENGINEER:
The Instructions, Decisions, Opinion, Direction, Certificate or Valuation of the CE with respect to all or any of the matters under Clause (2), (3), (5), (6), (9), (14), (15), (18), (23), (27), (30), (31) and (33) hereof (which matters are herein referred to as EXCEPTED MATTERS) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other Decision, Opinion, Direction, Certificate or Valuation of the CE or any refusal of the CE to give any of the same shall be subject to the right of Arbitration and review as given under Clause No.36.
35. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:
- 35.1 Amount towards Security deposit (SD) shall be calculated as per details given under Serial No.9 of "APPENDIX TO CONDITIONS OF CONTRACT" of the tender. Security Deposit can be either in Cash or in the form of Bank Guarantee (BG).
In case of cash option, the EMD shall be retained as part of Security Deposit and balance Security Deposit shall be accumulated through retentions from Running Account Bills at 7.5% (maximum) of gross amount of bill.
- 35.2 ~~Performance Guarantee if required shall be as mentioned in "Appendix to Conditions of Contract" and in the form of Bank Guarantee valid up to scheduled date of completion plus six month claim period.~~
- 35.3 The Bank Guarantee/s shall be from any Nationalized / Scheduled Bank preferably at place of work site or Zonal Headquarter of LIC within whose jurisdiction the work falls or at the place of work.
- 35.4 Bank Guarantee/s (BGs) against Security Deposit (SD) and ~~Performance Guarantee (PG)~~ shall be executed as per the specimen pro-forma at Annexure B and C. Bank guarantee/s against Security Deposit shall be submitted within 21 (twenty one) days from the date of issuance of acceptance letter or within 21 days from the extended date as may be extended by the Chief Engineer. The Bank Guarantee/s against ~~Performance Guarantee (PG)~~ shall be submitted within 30 days from the date of issuance of Letter of Acceptance.
- 35.5 ~~In case of failure by the contractor to furnish the Bank Guarantee against Performance Guarantee as per Cl.35.2 by the stipulated date or extended date if any, Employer shall without prejudice to any other right or remedy available in law, be at liberty to cancel the tender and forfeit the Earnest Money absolutely.~~

- 35.6 50% Security Deposit shall be refunded after VIRTUAL completion OF WORK. The Security Deposit shall not carry any interest.
- 35.7 Balance 50% of Security deposit will be refunded to the contractor after the satisfactory completion of the defects liability period plus CAMC period 06 years i.e. total 07 years, subject to deductions for any appropriations thereof required to be made by the employer as per the conditions of contract.
- 35.8 If one Bank Guarantee in lieu of total Security Deposit is furnished, the same will be released only after the successful completion of Defects Liability period plus CAMC period i.e. total 07 years subject to any appropriations as aforesaid.
- 35.9 If two Bank Guarantees in lieu of Security deposit are furnished, the First Bank Guarantee will be released after the certificate of Virtual completion is issued to the contractor and second shall be released after the satisfactory completion of Defects Liability Period plus CAMC period subject to any appropriations as aforesaid
- 35.10 ~~Bank Guarantees towards Performance Guarantees (wherever applicable) shall be released after the virtual completion of work as given in appendix to conditions of contract.~~
- 35.11 Contractor shall keep the Security Deposit and ~~Performance Guarantee~~, where applicable, replenished to its full value whenever any recovery or appropriation there from occurs. The employer reserves the right to do so from any money(s) due to the contractor lying with them.
- 35.12 The Contractor should note that no interest will be allowed on any part of the Security deposit.
- 35.13 No deductions will be effected from the bills when the total security deposit is paid in the form of Bank Guarantee(s) and the E.M.D shall be refunded after acceptance of Bank Guarantee(s).
- 35.14 In the event of failure by the contractor to submit Bank Guarantee(s) by the specified / extended date, recovery of Security deposit shall be affected from the R.A Bills. ~~However, where the contractor fails to furnish Bank Guarantee against Performance Guarantee the matter shall be dealt with as per Cl. 35.5 above.~~
- 35.15 In all cases of Bank Guarantees, there shall be further provision of claim period of 6 months. If the contract period gets extended for any reason whatsoever, the contractor shall obtain the required extensions to the Bank Guarantee(s).

35.16 **"Special Conditions"**: "If lowest bidder quotes the rate more than 10% below on estimated rates/amount then additional security deposit on accepted tender amount shall be deducted from the bill as given below:

a) In case contractors quotes the rate more than 10% to 15% below on estimated rate /amount - Additional S.D. will be deducted @ 2% of accepted tender amount.

b) In case contractors quotes the rate more than 15% to 20% below on estimated rate /amount - Additional S.D. will be deducted @ 4% of accepted tender amount.

c) In case contractors quotes the rate more than 20 % below on estimated rate /amount - Additional S.D. will be deducted @ 5% of accepted tender amount.

36. SETTLEMENT OF DISPUTES, ARBITRATION:

36.1 All disputes and differences of any kind whatsoever arising out of or in connection with the Contract to the carrying out of the work (whether during the progress of the work or after its completion and whether before or after determination, abandonment or breach of the Contract) shall be referred to a Standing Committee consisting of 1 Retired High Court Judge and 2 Members from Engineering fraternity retiring as Senior Engineer from Government / Government Undertaking. The Committee will be constituted by the Chairman, LIC of India.

36.2 The claims arising out of the Contract will be placed before the committee once in a quarter and decision will be conveyed to both the contractually agreed parties.

36.3 Either of the Party on being dis-satisfied with the decision may approach to a Three Member Arbitral Tribunal, one each will be appointed by Either Party and 2 Appointed Arbitrators will appoint 3rd Arbitrator who will act as Presiding Arbitrator.

36.4 Executive Director (Engineering) will appoint the Arbitrator on behalf of L.I.C. of India. The Arbitration shall be conducted in accordance with Arbitration And Reconciliation Act 1996 as amended by the Arbitration and Reconciliation (Amendment) Act 2015 (3 of 2016) and any other amendment thereafter if any.

36.5 The Contractually Agreed Parties hereby also agree that the Arbitration under this Clause shall be a Precedent to any Right of Action in Law of Court under the contract.

GENERAL INSTRUCTIONS TO CONTRACTORS FOR WORK

1. DRAWINGS:

~~1.1 Drawings shall be kept open for inspection at places as mentioned in the letter to the contractor from the Chief Engineer. Drawings generally include the site plan, floor plans, elevations and sections of the proposed work.~~

2. INSPECTION OF SITE:

The Tenderer shall visit and examine the site of work and satisfy himself as to the nature of the existing roads or other means of communication, the ~~character of the soil and of the excavations~~, the correct dimensions of the work and facilities for obtaining materials and shall obtain generally his own information on all matters affecting the execution of the work. No extra charge made, in consequence of any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description will be allowed. All expenses incurred by the Tenderer in connection with obtaining information for submitting this tender including his visits to site and efforts in compiling the Tender shall be borne by the Tenderer and no claims for reimbursement thereof shall be entertained.

3. WHOLE WORK TO BE COMPLETED IN THE SPECIFIED COMPLETION PERIOD:

The whole work is to be completed within the completion period stated in the Appendix to Conditions of Contract or the extended date of completion, if any. The Contractor will be required if necessary, to work overtime to complete the work by the stipulated date. No extra will be allowed on the Contract sum for such overtime work.

4. TIME AND PROGRESS CHART:

~~4.1 A time and Progress Chart is attached to this Contract for guidance. The Contractor shall submit a time and progress chart **(CPM/PERT/Qualified Bar Chart)** fitted within the specified overall period of completion (as stated in Appendix to Conditions of Contract) within **10 (Ten)** days of the communication of letter of intent, to the Corporation's Engineer. In case the Contractor does not come forward for any change in the Time and Progress Chart as provided in the General Instructions to the Contractors, it shall be presumed that the time and Progress Chart is accepted in full in letter and spirit to maintain the pace of the progress of work.~~

4.2 Ancillary work should be so started that all such work is completed before the specified overall contractual period of completion.

- 4.3 The Contractor shall assume full responsibility for any delay in delivery of materials by Merchants or nominated Sub-Contractors not having completed the work in accordance with the Time and Progress Chart. Such excuses shall not form any criterion for extension of time, or any claims by the Contractor.

5. BENCHES:

The Contractor is to construct and maintain proper benches to indicate the inter-section of all main walls in order that the lines and levels may be accurately checked at all times. The Contractor shall provide suitable stones with flat tops and build the same in concrete for temporary or permanent benchmarks. All the pegs for setting out the work and fixing the necessary levels required for the execution thereof shall, if desired by the Corporation's Engineer likewise, be built in masonry at such places and in such a manner as the Corporation's Engineer may determine. Contractors' rates shall cover for these factors.

6. Deleted.

7. ORDER OF WORK:

The Chief Engineer reserves the right to fix the order in which the various items of work involved in this Contract is to be executed and Contractor shall comply with the same. There shall be no extra claims on account of this.

8. WORKMANSHIP:

The Work calls for a high standard of workmanship combined with speed.

9. REJECTED WORKMANSHIP OR MATERIALS:

Any workmanship, or materials not complying with the specific requirements or approved samples, or which have been damaged, contaminated or deteriorated, must be removed immediately from the site and replaced at the Contractor's expense as directed.

10. QUOTED RATES:

10.1 The rate is percentage RATE tender. If called upon by the Chief Engineer, the detail of the rate quoted by the contractor has to be substantiated with the supporting documents.

10.2 If called upon by the Chief Engineer, the details analysis of percentage quoted rate shall be submitted by the Contractor. The Chief Engineer is not bound to recognize Contractor's analysis and reserves the right to reject abnormal high rates quoted by the

Contractor. In case there are inconsistencies in the quoted rate of same description, in the different parts of Schedule of Quantities, the lowest of such rates shall be considered unless Chief Engineer finds that there is justification for such inconsistent rates.

11. WATCHING AND LIGHTING:

The Contractor from the time of being placed in possession of the site must allow for watching, lighting and protecting the work, the site and surrounding, properly by day and night on all days including Sundays or other holidays, at his own cost.

12. WATER:

The rates quoted by the Contractors shall include for providing all water required for the work including that required by special tradesmen and Sub-Contractors and pay all charges required by Local Municipal or other Authorities. Water must be clean, fresh, pure and free from earth, vegetable or organic matters, acid or alkaline substance in solution or suspension. The Contractors shall make their own arrangements for water supply. If supply from the Municipality or other local bodies be inadequate, the Contractor should provide tube well or wells or open well at his own cost. The Contractors must execute any temporary plumbing and pay all fees and charges. All health regulations in force shall be strictly observed by the Contractor and pay all necessary charges.

However, water is available in surplus with LIC, the same may be permitted for use in work and in such case necessary recovery will be effected from contractor's bill as detailed below:

Recovery of water charges from Contractors bill if used from LIC source @ 0.25% of the Gross value of work done.

13. ELECTRICITY:

The Contractor shall arrange with the concerned Electricity Supply Authorities for a temporary meter and supply to the site and shall provide all temporary wiring, power and lighting points for the whole of the works and clear away when no longer required. He shall pay all charges for the same and for electricity consumed, including that consumed by Sub-Contractors. The Contractor should submit disconnection & no dues certificate from the supplying authority along with their final bill.

However, where existing source of Electricity is available in surplus with LIC, the same may be permitted for use in work and in such case necessary recovery will be effected from contractor's bill as detailed below:

Recovery of Electricity charges from Contractors bill if used from LIC source @ 0.25% of the Gross value of work done.

14. DELETED.

15. DELETED

16. SECURITY AND PROTECTION:

16.1 The Contractor shall at his cost, provide any necessary temporary enclosures, gates, entrances, etc. for the protection of the work and materials and for altering and

adapting same as may be required and removing at completion of the works and making good all works disturbed.

- 16.2 During inclement weather, the Contractor shall suspend concreting or plastering for such time as the Corporation's Engineer may direct and shall protect such work in course of execution from damage by approved measures.
- 16.3 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall at his cost take all precautions necessary for the protection of the work and shall make good any damage arising from any of these causes.
- 16.4 The Contractor shall at his expense cover-up and protect from injury from any cause, all new work and supply all temporary doors protection to windows, and any other requisite protection for the whole work executed, whether by himself or special tradesmen of Sub-Contractors and any damage caused must be made good by the Contractor at his own expense.
- 16.5 All fences, trees, shrubs, grasses, lawn and other surfaces around the buildings or approaches thereto, which are required to be maintained are to be kept free from damage due to operations in connection with the work, at Contractor's expense.
- 16.6 The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and mouldings and all concrete steps, wood work and joinery and the like from injury during the progress of the work.
- 16.7 The Contractor shall at his cost, protect joinery and make good all damages to the same from any cause whatsoever during the performance of the Contract and leave perfect to the satisfaction of the CE at completion. Before giving possession, the Contractor must see that all doors, windows and ventilation etc. work easily and shall make all necessary adjustments for such smooth working.

17. SANITATION:

The Contractor shall at his cost provide adequate latrine facilities and keep the same in a clean and hygienic condition to the satisfaction of the Public Health Authorities and shall cause such latrine and night soil to be cleared away whenever necessary and shall make good all works disturbed by these conveniences.

18. MINIMUM WAGES ACT:

The Contractor shall pay rates of wages and observe hours of work and conditions of employment to existing rules under Minimum Wages Act. Further, it shall be Contractor's responsibility to ensure that he pays his workmen wages, which are not

lower than the minimum prescribed by the Union Government and State Government in which area this Contract, is being operated.

19. SHEDS FOR MATERIALS:

The Contractor shall at his cost provide and maintain proper approved sheds for the storage and protection of materials etc. and other work that may be executed on the site including the tools and materials of Sub-Contractors and remove on completion. ~~Sheds for storage of Cement are to have floors raised from the ground.~~

20. Deleted

21. OBJECTS OF VALUE AND ANTIQUITY FOUND ON SITE:

All objects of value or antiquity found on the site shall remain the property of the Employer and such findings shall be immediately reported to the Chief Engineer.

22. WORKS AND SITE TO BE KEPT AND DELIVERED UP CLEAN:

All shavings, cuttings and other rubbish as it accumulates from time to time during the progress of the work and at completion, including that of Sub-Contractor and special tradesman to be cleared and carted away. All rejected materials shall be removed. Contractor's quoted rates shall allow for these factors.

23. Deleted.

24. SIGN BOARD AND HOARDINGS:

The Contractor shall not affix or place any placards or advertisement of any description or permit the same to be affixed or placed in or upon any hoarding, gantry, buildings or structure other than that approved by the Chief Engineer.

25. SCIENTIFIC AND MEASURING INSTRUMENTS:

Theodolite, levels, prismatic compass/chain, steel and metallic tapes and all other surveying instruments found necessary on the works, shall be provided by the Contractor at his expense for the due performance of this Contract as instructed by the Corporation's Engineer.

26. TOOLS FOR MASONS:

Every bricklayer or plasterer on the work shall be provided with suitable level, battens, trowels, wooden floats and breaking hammers for cutting bricks and templates, to enable him to carry out the work in a neat and workman like manner and each gang of brick layers or plasterers not exceeding six in number shall be provided with a suitable measuring rule, a plumb bob, a spirit level and a square in addition to the above mentioned, all to be to the approval of the Site Engineer.

27. CONTRACTOR'S MISTERIES AND SUPERVISORS:

The Contractor's Misteries and the Supervisors on the works shall carry with them a suitable measuring rule, a measuring tape, a spirit level, a plumb bob and a square and shall check the work of the bricklayer, plasterers, and carpenters and joiners to see that the work is being done according to the Drawings and Specifications. The Corporation's Engineer/Supervising Staff will use any and all measuring instruments or tools belonging to the Contractor as he chooses, while checking the work executed or being executed on the works.

28. NO OVERLOADING OF SLABS:

Floors of buildings under construction shall not be loaded by stacks of materials during construction without the prior approval of Corporation's Engineer. It is important that no load comes on the reinforced concrete floors until they are at least three weeks old and at no time must the load placed upon them exceed the load for which they are designed.

29. ALTERNATIVE ITEMS:

In regard to alternative items, if any, specified in the Schedule of Quantities, Contractor should note that the Employer reserves the right to order the Principal item or its alternatives at the CE's discretion.

30. ATTENDANCE ON SUB-CONTRACTORS:

- 30.1 Co-ordination: The Contractor shall be responsible for the co-ordination of all the work including that of Sub-Contractors, for arranging runs of all services and working to the requirements and layout of the specialist trades, in all matters necessary for the complete execution of the work.
- 30.2 Rate quoted by the Contractor shall be inclusive of all attendance on Sub-Contractors or other Contractors nominated by the Employer. Contractor must allow for provision of the use of his scaffolding to Sub-Contractors and for its retention until such time all relevant Sub-Contract works are completed.
- 30.3 The Contractor shall accept liability for and bear the cost of the supply of all necessary water, electricity, lighting, watching etc. for the Sub-Contractors work.
- 30.4 The Contractor must allow in his quoted rate for making good any holes and chases left by the Sub-Contractors or other Contractors nominated by the Employer before the Builder's Work is completed and handed over
- 30.5 The Contractors shall, at all times, give access to workmen employed by the local or other authorities or any men directly employed on the buildings and to provide such parties with proper, sufficient, and if required, special scaffolding, hoists and ladders and provide them with water and lighting, and leave or make any holes, grooves etc. in

any work directed by the Chief Engineer, as may be required, to enable such workmen to lay or fix pipes, electric wiring, special fittings etc. Contractor's quoted rate shall allow for these factors.

31. OCCUPATION BY EMPLOYER:

The Employer reserves the right to occupy the works by sections as completed, as may be considered by the Chief Engineer both practicable and reasonable and without hindrance to the Contractor's progress.

32. TAXES, DUTIES, LEVIES AND DEDUCTION AT SOURCE:

- 32.1 The Contractors shall be responsible to pay all statutory levies /taxes imposed by the State and Central Government from time to time. It is deemed that the rates quoted by the contractor for each item of works includes all applicable taxes except **GST on works contract which shall be paid by LIC as applicable from time to time as per notification of Govt. of India.** No reimbursement whatsoever shall be made to the contractors on account of any taxes or duties or increase in the taxes/duties by act of any legislation **except GST which will be paid separately along with bill payment as per applicable rate of GST at the time of bill.**

The rates quoted are inclusive of all taxes, transportation charges, loading and unloading at all points, transit insurance and other incidentals charges **but excluding GST and shall remain firm during currency of contract.**

- 32.2 Deduction at source of Income tax & surcharge of GST, etc. shall be made by LIC of India as per the provisions prevailing from time to time from the Running Account / Final bill and remitted to the concerned taxation Authorities on behalf of the contractor. **If any contractor/ agency fails to remit GST amount claimed from LIC of India to the concerned authorities in time, LIC of India deserves the right to disqualify the contractor.**

PROFORMA OF ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at.....this.....day of20.... between THE LIFE INSURANCE CORPORATION OF INDIA, a body corporate constituted and established by the Life Insurance Corporation Act, 1956 (Act 31 of 1956) and having its Central Office at "Yogakshema", Jeevan Bima Marg, Mumbai and its Zonal Office at hereinafter called the Employer (which expression shall include its successors and assignees wherever context or meaning shall so require or permit) of the one part and M/s(hereinafter called "**The Contractor**") of the other part.

WHEREAS the Employer is desirous of constructing the.....and has prepared drawings and specifications and the Schedule of Quantities which have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions and instructions set forth herein (hereinafter referred to as "**the said Conditions**") **the** works shown upon the said drawings and /or described in the said Specifications and included in the said Abstract Schedule of Quantities amounting to the contract sum of Rs..... hereinafter referred to as "**the said contract Amount**".

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and described in the Specifications and/or the priced Schedule of Quantities.
2. The Employer shall pay the contractor the said Contract Amount or such other sum as shall become payable for the items and in the manner hereinafter specified in the said conditions.
3. The said Conditions and Appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the Agreement in their part respectively in such conditions contained.
4. All disputes arising out of or in any way concerned with this Agreement shall be deemed to have arisen in _____ and only the Courts in _____ shall have jurisdiction to determine the same.
5. The contract comprises: -
 - i) Tender Documents Serial Pages.....



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- ii) Subsequent Correspondence Serial Pages.....
- iii) Architectural Drawings Serial Pages

6. Only () alterations have been made in these documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialed by the contractor and.....
 _____Engineer, _____ Zone, Life Insurance Corporation of India _____. The said officer is hereby authorized to sign and initial on the Employer's behalf, the documents forming part of this contract.

7. IN WITNESS WHEREOF THE Official Seal of the LIFE INSURANCE CORPORATION OF INDIA, _____ ZONE, was thereto affixed and signed on its behalf by the Chief Engineer and by _____ on behalf of the Contractor/s on the dates respectively mentioned against their signatures in the presence of the witnesses whose signatures are also appended.

In the presence of

CHIEF ENGINEER

1. Signature :

Name :

Address :
.....

FOR AND ON BEHALF OF THE
LIFE INSURANCE CORPORATION
OF INDIA

Date :

2. Signature :

Name :

Address :

In the presence of

1. Signature :

Name :

Address :
.....

FOR AND ON BEHALF
OF THE CONTRACTOR

M/S

Date:

2. Signature :

Name :



ECZO, ENGG. DEPTT. PATNA
LIFE INSURANCE CORPORATION OF INDIA

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
IN INDIVIDUAL CONTRACTS

To
THE LIFE INSURANCE CORPORATION OF INDIA

In consideration of the Life Insurance Corporation of India having its _____
Zonal Office at _____ in the State of
_____ (hereinafter called '**the Corporation**' which
expression shall unless repugnant to the subject or context include its successors and
assignees) having agreed under terms and conditions of contract (vide its acceptance
letter No. _____ dated _____) made between
_____*

(hereinafter called the said Contractor) and the Corporation in connection with
_____ (hereinafter called '**the said**
contract') to accept a Deed of Guarantee and Indemnity as herein provided for
Rs. _____ from the
_____**
in lieu of the Security Deposit
to be made by the contractor and/or in lieu of the deduction to be made from the
Contractor's bills, for the due fulfillment by the said contractor of the terms and conditions
contained in the said contract, we the
_____ (hereinafter
referred to as '**the said Bank**') and having our office at
_____ do hereby undertake and agree
to indemnify and keep indemnified the Corporation from time to time to the extent of
Rs. _____ (Rupees _____ only) against
any loss or damage, costs, charges and expenses caused to or suffered by or that may be
caused to or suffered by the Corporation by reason of any breach or breaches by the said
contractor in respect of the said contract or of any of the terms and conditions contained in
the said contract, or in respect of all its claims for money and / or material found due and
recoverable from the said contractor and to unconditionally pay the amount claimed as
such by the Corporation on demand and without demur to the extent aforesaid.

2. We, the said Bank further agree that the Corporation shall be the sole judge of and
as to whether the said contractor has committed any breach or breaches of any of the
terms and conditions of the said contract and the extent of loss, damage, costs, charges
and expenses caused to or suffered by or that may be caused to or suffered by the

Corporation from time to time on account thereof and the decision of the Corporation in this respect shall be final and binding on us.

3. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor, or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractor or of any other matter or thing whatsoever, which under the law-relating to sureties would but for this provision have the effect of so releasing the Bank from its liability.

4. It shall not be necessary for the Corporation to proceed against the contractor before proceeding against the Bank and the Guarantee and Indemnity herein contained shall be enforceable against the said Bank, notwithstanding any security which the corporation may have obtained or obtain from the contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

5. Notwithstanding anything contained in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs. _____ (Rupees _____ only). The guarantee shall remain in force till _____. If any extension of time be granted to the contractor, we undertake to extend the guarantee with the consent of the contractor. Unless a claim or demand under this guarantee is made or presented to the Bank within six months from the expiry date, all the rights of the Corporation under this Guarantee shall cease and the Bank shall be released and discharged from all liability hereunder.

6. We, the said bank lastly undertake not to revoke this guarantee and indemnity during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

For and on behalf of the Bank

(Name and Designation)

The above Guarantee is accepted by the
LIFE INSURANCE CORPORATION OF INDIA.

For and on behalf of the LIC of India
(Name and Designation)

Dated:

Note No.1 * : FILL IN AS APPLICABLE

A) For Proprietary concerns: -

Shri _____ son of _____
resident of _____ carrying on business under the name
and style of _____ at
_____ (hereinafter called '**the said contractor**' which expression
shall unless the context requires otherwise include his heirs, executors, administrators and
legal representative).

OR

B) For Partnership concerns: -

1. Shri _____
son of _____
resident of _____
2. Shri _____
son of _____
resident of _____
carrying on business in partnership under the name and style of
_____ of _____ at
_____ (hereinafter collectively called '**the contractor**'
which expression shall unless the context requires otherwise include each of them and
their respective heirs, executors, administrators and legal representatives)

OR

C) For companies: -

M/S / Shri _____ a company under the Companies
Act 1956 and having its registered office at _____ in the state of
_____ (hereinafter called '**the said contractor**' which expression shall
unless the context requires otherwise include its successors and assignees).

Note No.2:

**** Please fill in the name and address**

ECZO, ENGG. DEPTT. PATNA
TECHNICAL SPECIFICATIONS

The work would be deemed to be complete only after the entire installation is installed, tested & Commissioning and handed over to LIC of India in working condition. Wherever the specification is not complete in the schedule of items or its description, the same shall be done as per sound Engineering practice. Any omissions shall be brought out before submission of tender so that the same is clarified any amendments found necessary is issued.

AIR COOLED CEILING CONCEALED DUCTABLE SPLIT AC UNIT:

1. **SCOPE**

The scope of work comprises supply, installation, testing and commissioning of the ductable split air conditioning units as per the following:

1. Evaporator unit with mounting brackets/supports.
2. Air-cooled condensing unit with outdoor support structure.
3. Electrical panel with starters etc., for compressor motor condenser fan motor, evaporator motor interlock local isolators for motors.
4. Digital thermostat and safety controls.
5. Single phase preventers.
6. Installation accessories mounting brackets, refrigerant piping, filter Drier etc.
7. **First charge of R-410A refrigerant gas and oil.**
8. Refrigerant Piping with insulation as specified elsewhere
9. Ducting with insulation and Air terminal devices as specified elsewhere
10. Drain piping for evaporator unit.
11. Insulation of indoor unit, refrigerant piping and drain piping.
12. Electrical wiring from power supply.
13. Testing and commissioning.

2. **EQUIPMENT SPECTIFICATION**

Unit Cabinet: - Cabinet shall be fabricated of heavy gauge steel properly formed for close fit and structural rigidity. All access panes shall be so constructed as to be quickly and easily removable.

Compressor: - Compressor shall be of SCROLL type, hermetic or semi-hermetic type with suction and discharge valves, gas cooled motor, horizontal or vertical crank-shaft balanced and mounted on vibration absorbers to provide quiet, free floating operation. Compressor shall be protected against over load protection and single phasing protection.

Controls: - Unit shall be completely factory wired internally with Microprocessor controller, suitable for 415V, 3phase, 50 Hz AC power supply. The controller should be connected to electronic temperature sensor. Compressor and fan motor shall be served by separate thermal and electrical overload protectors. High low pressure-stat shall be provided to protect compressor against excessively high and too low pressures: Control voltage shall be 230 Volts. Control thermostat shall be located in unit return air stream. Control circuit shall be such that compressor shall be interlocked with fan so that it cannot start unless fan is on. Similarly, facility will be provided for interlocking condenser fan with compressor.

Condenser: - Condenser shall be air cooled, as indicated in the specifications. Air cooled condenser shall be made from copper tubes and aluminium fins bonded to the tubes. Condenser fans shall be propeller type. The entire air-cooled condenser unit shall have a sheet metal housing suitable for outdoor installation. Fusible plug shall be provided for safety and a purge valve shall be provided for purging of non-condensable from the gas.

Evaporator Coil: - The cooling coil shall be direct expansion type made from copper tubes & aluminium fins hydraulically bonded to the tubes.

Evaporator Fan: - The evaporator fan shall have a statically & dynamically balanced blower so as to give a silent & vibration free performance & smooth air flow. The fan blower & motor bearing shall be of sealed type so as to warrant minimum maintenance.

Refrigerant Piping: - The refrigeration piping shall be of copper. All the piping joints shall be of soldered type. Entire system will be pressure tested for leaks & flushed with Nitrogen. A drier cum strainer shall be provided in liquid line to prevent entry of moisture & foreign particles.

Other Parts: - Drain pan shall be insulated type. Condenser shall be shell and tube water cooled type having integrally finned copper tubes. Condenser shall be provided with fusible plug for safety, and a purge valve for purging of non-condensable gases.

Installation of Duct: - Duct hangers shall be fixed to RCC slab of the roof by means of anchor fasteners and M.S. angle cleats. Hangers for ducts running below pitched sheet roof shall be fixed to MS. Angle cleats welded to roof structure. Soft neoprene rubber gasket of uniform thickness and width shall be used as gasket between flange joints. The gasket will be fixed with a suitable adhesive to the flange. Galvanized hexagonal full threaded nut-bolts of minimum 6mm dia. shall be used for fastening the flanges. Spacing between two nut-bolts shall not exceed 125mm.

All ducts shall be rigid and shall be adequately supported and braced where required with cross bracing of M.S. angle bracings of ample size to keep true shape and to prevent buckling, vibration or breathing.

Ducting over false ceiling shall be supported independently from the roof structure above. In no case a duct shall be supported from the false ceiling hangers or be permitted to rest on a hung ceiling.

Bottom level of all ducts should be maintained. Levelling of ducts should be checked with a PVC tube water level from a reference point.

Fans shall be connected to duct work by a double canvass sleeve. Each sleeve shall be minimum 150mm long, securely bolted to duct and units. Each sleeve shall be made smooth and the connecting duct work rigidly held in line with unit inlet or outlet.

Dampers: - Dampers shall be opposed blade type. Louvered dampers of robust construction and tight fitting made from 16g GI sheet. The design, method of handling and control, shall be suitable for the location and service required.

Dampers shall be provided with suitable links, levers and quadrants as required for their proper operation, control or setting in any desired position. Dampers and their operating devices shall be made robust easily operatable and accessible through suitable access doors. Every damper shall have indication device clearly showing the damper position, and a locking device to lock the damper in any position.

Grilles & Diffusers: - All diffusers shall be constructed out of extruded aluminium sections. All grilles shall be in extruded aluminium adjustable vane type with double deflection construction duly powder coated.

Supply air grilles/diffusers shall be provided with volume control damper made out of extruded aluminium section and painted black. Return air grilles/diffusers shall be without volume control damper.

Balancing: - After completion of work all joints shall be visually inspected for proper gasketing & nut-bolt tightness. The entire air distribution system shall be balanced to supply the air quantities as required in various zones and rooms to maintain the specified

room conditions. The final balancing of air quantity through each grille or diffuser shall be recorded and submitted.

Drain Piping: - The drain piping shall be made out of rigid PVC pipes. The piping shall be supported by clamp running continuously below the pipe. The piping shall be insulated with 3mm thick expanded LDPE sleeve tightly wound on the surface of the pipe. All the insulation shall be sealed by adhesive tape.

The drain pan shall be connected to rigid PVC pipe by braided PVC flexible pipe with appropriate adapters.

Acoustic Lining of Duct: - Clean the surface, fix crown 300 (32Kg/m³) resin bonded fiberglass boards, cover it with R.P Tissue followed by 32gauge perforated aluminium sheet covering on the inner surface of duct and secure the same in position with G.I screws and washers.

SPECIFICATIONS OF HIGH WALL SPLIT UNITS:

Condensing Unit: The air cooled condensing unit shall be complete with the following:

- a. Hermetically sealed scroll/rotary Compressors as provided in the schedule of items.
- b. Copper Condenser coil
- c. Condenser fan with motor
- d. Steel frame work on / mounting bracket for **outdoor** installation
- e. Anti-vibrations mount.
- f. Electrical isolating switch.

Evaporating Unit: The Evaporating unit shall be comprising of cooling coil, blower and air filters of 20 microns.

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SPECIAL NOTE FOR CONTRACTORS

1. Soft refrigerant piping wherever used shall be properly installed & bends shall be made using tube bender.
2. Where pipes & / or cables pass through walls or ceilings, proper G.I./PVC pipe sleeves shall be provided whether the same is specifically mentioned or not, no separate rates will be applicable.
3. Refrigerant pipes shall be mounted on teak wood gutties / other suitable material to avoid physical contact with structure & shall be properly clamped & neatly laid, no separate rates will be applicable.
4. All tools & tackles, instruments & manpower required for testing (including witness test by LIC Engineers) shall be arranged free of cost by the contractor as & when required including for re-test if any.
5. Grouting for supports of contractors equipment shall be carried out by the contractor.
6. Exposing of Bars from beams & slabs for supports of ducts etc. to be avoided, only appropriate fasteners to be used.
7. The contractor shall carry out the tests on different equipments as specified in various sections, in the presence of LIC Engineers in order to enable them to determine whether the plant & equipments & installation in general comply with the specifications.
8. All equipments & space conditions shall be tested after carrying out necessary adjustments & balancing to establish equipment ratings & indoor space conditions. Tests shall be conducted during designed outside conditions. At least three sets of reading shall be taken for each item. Instruments required for the same shall be furnished by the contractor.
9. The Installation shall be handed over to LIC after satisfactory testing & after necessary rectifications as required along with one document of each comprising: -
 - Detailed equipment data as approved by LIC;
 - Manufacturers maintenance & operation manuals;
 - Test readings.
10. In case the test readings are not satisfactory, the contractor shall carry out all modifications to achieve the specified conditions within a period of 03 months from the test date.
11. The Tenderer shall visit the site and get acquainted with the installation an air distribution system. The scope of work includes replacement of existing AC units, modifications in ducting and replacement of Supply/Return air grills. The air distribution shall be uniform and the desired cooling effect is to be achieved in each and every corner of the office. The necessary air balancing is the responsibility of the tenderer. If the tenderer feels that the modifications/changes are required in the Schedule of then the same shall be brought to the notice of LIC well before submission of e-Tender.



ECZO, ENGG. DEPTT. PATNA

BID-II

(Part-II)

LIFE INSURANCE CORPORATION OF INDIA LETTER TO CONTRACTOR FROM CHIEF ENGINEER

Date:

To,

Dear Sir / Sirs,

E- TENDER FOR SITC of SPLIT AIRCONDITIONERS UNITS AT VARIOUS SATELLITE OFFICES UNDER DIFFERENT DIVISIONAL OFFICE IN BIHAR AND JHARKHSND STATE

1) We hereby publish the TENDER on e-Tendering Portal (Website) through www.tenderwizad.com/LIC in **Electronic Mode** hereinafter referred as "e Tendering" and consisting of following:

(a) BID I: E.M.D. and Tender Fee.

(b) BID-II: Conditions of contract, general instruction, Financial Bid.

Please note that copy of above e-Tender can be downloaded from above portal (website) and should be mandatorily submitted in **Online Electronic Mode** hereinafter referred as "Online Offer". The submission of Online offer duly Encrypted & Digitally Signed on above portal should be in prescribed Electronic Forms (Online) available on above portal for respective tender in Online Envelope(s) on or before **As per the Key Dates mentioned in the tender document and online portal for above tender.**

The Earnest Money Deposit of **Rs.84,100/-** shall be submitted in the following form: -

(a) The total amount in the form of Crossed Demand Draft/ Pay order/ Bankers Cheque of any Nationalized/ approved Scheduled Bank drawn in favour of "Life Insurance Corporation of India" payable at "PATNA"

The bidders should submit required Tender Fee and Earnest Money Deposit in a manner/mode as mentioned in e-Tender process. Tender fee of Rs 590/-(Rupees Five Hundred Ninety only) and Earnest Money Deposit of **Rs.84,100.00** shall be submitted in a sealed envelope separately or through NEFT.

1) a) Tender fee of Rs. 590/- (including 18% GST) in the form of Crossed Demand Draft/ Pay order/ Bankers Cheque of any Nationalized/ Scheduled Bank drawn in favour of "Life Insurance Corporation of India" payable at "PATNA" or through neft.

2) BID I & II is to be submitted on the e-tendering portal on **or before As per the Key Dates** and the BID I, BID II of e-Tender will be opened **As per the Key Dates** in the

presence of contractors or accredited representatives, who wish to attend the online Tender Opening process. The bidders can view the Tender Opening details through their respective Login IDs on the above mentioned eTender portal (Website). The Tenderer should ensure that their tender is received **Online Electronically** on or before the due date and time as specified in “**Key Dates**” in the Tender Document and above mentioned Portal (website). **Please note that above e-Tendering System is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.**

- 3) An annexure for Guidelines to Submit tenders on Electronic Tendering System (ETS) is attached in the Tender document. The tenderers are advised to carefully read the above document for understanding of eTendering System. The above Annexure will supersede all the terms & conditions mentioned for submission of tender in document.
- 4) The Life Insurance Corporation of India does not bind itself to accept the lowest or any tender.

CHIEF ENGINEER



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LIFE INSURANCE CORPORATION OF INDIA

LETTER FROM CONTRACTOR TO CHIEF ENGINEER

TO BE SUBMITTED ONLINE ON OR BEFORE ON AS PER THE KEY DATES

Date:

From:

.....
.....
.....
.....

To

The Chief Engineer,
Life Insurance Corporation of India
East Central Zonal Office, Jeevan deep Building
Patna-800001

E- TENDER FOR SITC OF SPLIT AIRCONDITIONER UNIT UNDER DIFFERENT AT VARIOUS SATELLITE OFFICES UNDER DIFFERENT DIVISIONAL OFFICE IN BIHAR AND JHARKHAND STATE

Dear Sir,

1.) Having examined the Technical Specifications, schedule of Quantities, ~~Detailed Drawings~~, Specifications, Conditions of Contract etc. included in the tender document for the percentage rate Contract relating to the above work, having visited/examined the site of the existing premises, having acquired the requisite information relating thereto as effecting the tender invited by you on behalf of the Life Insurance Corporation of India, I/We, the undersigned hereby offer to carry out the above mentioned work on item Rate basis in strict accordance with the Contract Conditions and Specifications.

I/We, undertake to complete and deliver the whole of the works within a period as specified in Appendix to the Conditions of Contract from the date of issue of intimation from you that the tender has been accepted and upon receiving possession of the site. I/We shall be under the obligation to complete the entire work within the period of completion failing which to pay the sum as stated in the Appendix to the Conditions of Contract for every week that the works shall remain incomplete, damages as compensation subject to the conditions of contract relating to extension of time.

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- 2) I/ We submit herewith my/our tender with an Earnest money remittance of **Rs.84,100/-** in the form of CROSSED DEMAND DRAFT of Nationalized/ scheduled Bank PAYABLE AT New Delhi or through NEFT. I/We, hereby agree that part of this sum shall be forfeited by the `Life Insurance Corporation of India in the event of my/our tender being accepted and I/We fail to execute Contract when called upon to do so.
- 3) In the event of the tender being accepted, I/We, agree to the retention of my/our EMD as a part of Security Deposit and the balance amount of Security Deposit to be recovered at 7.5% of Gross Value of work done from my / our Running Account Bills.
- 4) I/We, note that the Earnest Money Deposit of **Rs.84,100.00** would be refunded to me/us.
- a. On expiry of the validity of the tender or earlier at the discretion of Chief Engineer in case my/our tender is not accepted and
- b. In case my/our tender is accepted, after I/We, furnish Bank Guarantee in lieu of Security Deposit as mentioned above.
- 5) I/We, note that the Earnest Money Deposit of **Rs.84,100.00** would be forfeited in case of
- a. withdraws or amends the tender.
- b. impairs or derogates from the tender in any respect within the period of validity of the tender
- c. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

Yours faithfully,

(SIGNATURE OF THE CONTRACTOR)

Name and Seal

NAME OF THE PARTNER OF THE FIRM

OR

NAME OF THE PERSON HAVING POWER OF
ATTORNEY TO SIGN THE CONTRACT
(CERTIFIED TRUE COPY OF THE POWER
OF ATTORNEY SHOULD BE ATTACHED)

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APPENDIX TO CONDITIONS OF CONTRACT

E- TENDER FOR SITC OF NEW ACS AT VARIOUS SATELLITE OFFICES U IN JAMMU REGION UNDER DIVISIONAL OFFICE SRINAGAR

ESTIMATED COST :Rs.42, 00,674.00
PERIOD :45 Days.
EARNEST MONEY DEPOSIT : Rs.84, 100.00

Sl. No.	Clause Nos.	Description	Remarks
1	13	Date of commencement	1. Either 07 (Seven) days from the date of acceptance letter issued to the contractor OR The day on which contractor is instructed to take possession of the site, whichever is earlier
2	13 & 26	Duration of contract	60 Days from the date of Commencement of Work.
3	19	Liquidated damages	0.5% of the contract sum per week subject to 10% maximum.
4	21	Period of final measurement	90 days from the date of submission of final measurements/assessment with details.
	22	Terms of payment- Period of honoring interim certificate (RA Bill)	20 Days For interim certificate of payment, contractor shall complete work of 1.80 % of the machine cost on received of the machines at site. 2. Balance after completion of the work.
5	35	Security deposit	5% of accepted tender amount as Security Deposit and as per clause no.35.16
6	35	Recovery of Security Deposit	EMD shall convert as SD and the balance amount recovered from RA/Final bill at 7.5% to the maximum of 5% of accepted Tender amount. -OR In form of Bank Guarantee from Scheduled commercial Bank only (i.e. Indian or foreign banks included in second schedule of Reserve Bank of India Act 1934 excluding Co-operative banks or Regional Rural banks) and not from Scheduled Co-operative bank. The Contractor shall furnish one Bank Guarantee for full amount of Security deposit valid till end of defects liability period plus CAMC



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			period OR, Two Bank Guarantees of like amounts each equal to half the Security deposit; one valid till virtual completion and the other till defects liability period plus CAMC period.
7	17.5	Contractor's All Risk Policy inclusive third party liability insurance (shall be in joint names of LIC of India and contractor)	Full amount of contract value including third party rider of 7.5 % of contract value.
8	17.6	Workman's Compensation Policy (shall be in joint names of LIC of India and contractor)	As per mutual consent.
9	17.9	Default in renewal of insurance policies by contractor.	The date of submitting the renewed insurance policy, if any will be 15 working days prior to last date of expiry of the existing policy, failing which LIC may insure/renew insurance policies and apply penal cost on the contractor i.e. premium charges plus Rs.10000/- as Admin charges and Rs.25000/- as penalty.
10	22.6	No Claim Certificate	To be given on Contractors letter head.
11	27	Defects Liability Period.	One Year from the date of completion of work.
12	The Percentage Rates quoted by the Bidder shall be inclusive of all taxes but exclusive of GST on Works Contract for all Items. The Percentage Rates shall remain firm throughout the currency of contract. The GST as per applicable Percentage Rate on Contract amount will be paid separately along with bill payment as per applicable Percentage Rate of GST at the time of settling Invoice payments. The Statutory deductions will be made as per latest rules applicable.		

FORMATE FOR NO CLAIM CERTIFICATE CUM RECEIPT

<p>NO CLAIM CERTIFICATE CUM RECEIPT</p> <p>"Received Rupees _____ (Rupees _____) being the amount against my/our final bill dated _____ for _____ (Name of Work) in full and final settlement of bill.</p> <p align="right">Contractor (Signature of Contractor on Revenue stamp)</p> <p align="right">Rubber stamp/seal of the contractor /company</p>

APPENDIX TO GENERAL INSTRUCTION TO CONTRACTOR

SI.NO	Clause Nos.	Description	Remarks
1.	12	Recovery of Electricity charges from Contractors bill if used from LIC source.	0.25% of the Gross value of work done.
2.	13	Recovery of Water charges from Contractors bill if used from LIC source.	0.25% of the Gross value of work done.

If there is any discrepancy in specification of items in schedule of quantities and in any other part of tender then the specification in the schedule of quantities will be final.

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GENERAL PREAMBLES TO SCHEDULE OF QUANTITIES

These preambles apply to all the sections of the "Schedule of Quantities".

1. PERCENTAGE RATE COVER:

- 1.1 The Percentage Rate quoted by the Contractor shall be held to include for providing and fixing, all conveyance and delivery, loading & unloading, carrying in, storing, hoisting, all labour, setting, fitting and fixing in position, making straight, cutting, waste, return of packing and all materials and labour and everything else necessary for the proper completion of each item of work to the approval of Corporation's Engineer and for Establishment Charges, overheads and profits. The Contractor shall provide at his expense all labour, materials and things required by the Corporation's Engineer for testing and measuring the work, for weighing, testing the efficiency of any portion of the work, all planking, gangways etc. necessary for affording access to every part of the work except where specifically stated otherwise.
- 1.2 The Contractor should also cover in his Percentage Rates for the method of work, cost of materials, labour etc., to comply with the "Trade Specifications", General Instructions to Contractor", "Conditions of Contract", "Special Conditions", (if any), and all documents of this contract.
- 1.3 All the materials or procedures or specifications for work, unless otherwise stated, shall conform to the current Indian Standard whether or not specific mention is made thereof. The Contractor shall be responsible for and shall replace or make good at his own expense, any materials lost or damaged, or of quality not approved, temporarily disturbed roads, pavements, approaches, gates, walls or any such dismantling carried out to execute the work.
- 1.4 All Percentage Rates quoted shall include for Supplying and fixing although the same may not have been mentioned in the item of the Schedule of Quantities. Words "Providing and Fixing where used shall have same meaning as "Supplying and Fixing".
- 1.5 Percentage Rates quoted shall include for hoisting to any height, and the work at all levels and lifts of materials shall not form any criterion for any extra claims, except where otherwise specified.

2. ANCILLARY WORKS:

- 2.1 The Contractor shall have to carry out all ancillary and connected work within and near vicinity of the plot of the proposed work and inside the Building if ordered to do so by the Chief Engineer at the Percentage Rates quoted in the Schedule of Quantities, at any time during the currency of this Contract including extension of time, if any granted.

3. PRICE FLUCTUATION / VARIATION:

- 3.1 **Percentage Rate quoted by the Contractor shall be firm throughout the currency of the Contract including extensions of time, if any granted.** No price adjustment due to variation in cost of materials or labour or any variation under any State or Central Legislation or any other reason whatsoever shall be allowed, except as stated in relevant clauses below with regard to variation in price on materials & labour and price fluctuation in Cement & Steel.

4. TESTING OF MATERIALS:

- 4.1 Testing of all materials during the progress of work shall be as per frequency given in Table A.
- 4.2 Contractor shall facilitate testing of materials as per the frequency / sampling mentioned in the table A in part A of Bid II. Contractor shall also facilitate testing of any material to be incorporated. Percentage Rated in work even if it is not specifically mentioned. The testing charge against invoice shall be directly remitted by the corporation/Employer to the test house. If the material / s fails to conform to the standards, the test charges shall be recovered from contractor's bill.
- 4.3 For all the material listed in table A in part A of Bid II, expenses towards testing shall be borne by LIC. If the material/s fails to confirm to the standard, the test charges shall be recovered from contractor's bill.
- 4.4 The Corporation's engineer may get tested any material to be incorporate Percentage Rated in work even if it is not specifically mentioned. In all such cases, testing charges will be borne by LIC. If the material / s fails to conform to the standards, the test charges shall be recovered from contractor's bill.
- 4.5 For all tests incidental charges such as cutting, loading, unloading, casting wherever applicable such as mortar briquettes / cubes and facilitating in transportation, shall be borne by contractor.

5. "PRINCIPAL MAKE/S OR OTHER EQUAL AND APPROVED" FOR MATERIALS / PRODUCTS:

- 5.1 The Contractor shall note that materials having "ISI" monogram shall primarily be used in the work. If in the tender "Certain Principal Make / Makes or other equal and approved of any material / Product is mentioned in any item or Trade Preambles relating to the particular items in its respective Trade Schedule, the Contractor shall

have to use the Principal Make/Makes specified in the relevant item or in the list of Principal Makes/Agencies/Brands of various materials. In case the specified particular Principal make / makes of the materials product is/are not readily available, the Contractor shall take prior permission and approval of the Chief Engineer in writing before use of the alternative equivalent make of the Material / Product.

5.2 All principal makes specified for any item shall be treated at par as per the accepted quoted Percentage Rate.

5.3 Use of the make other than the Principal Make/Makes (which shall be treated as an Equivalent make) shall be at the discretion of the Chief Engineer and such Make/Makes shall be used after the approval of the Chief Engineer.

5.4 In such cases the Contractor will not be paid any extra payment over the accepted quoted **PERCENTAGE RATE** in any case. However, if it is ascertained that the price of approved Equivalent Make or the Material/product is lower than that for the Principal Make/Makes of the same material / product the difference of the price shall be payable by the contractor to LIC. Such difference of price shall be suitably decided by the Chief Engineer whose decision shall be final and binding to the Contractor in this regard.

LIST OF PRINCIPAL MAKES/ AGENCIES/ BRANDS OF VARIOUS MATERIALS

- (a) Materials used in the work should be from the following list of principal makes/ brands. In case of non-availability of these makes/brands, Chief Engineer shall allow materials licensed by BIS bearing "ISI" monogram at par with principal makes.
- (b) For all other manufactured materials for which principal makes are not mentioned the materials allowed to be used in the work shall have BIS certification and samples for which are to be got approved prior to use of the same in the work.
- (c) For some materials BIS certification may not be available. In such cases the samples shall have to be got approved before using in the work.

Sl. No.	ITEM	MAKE
1	High side Equipment	
1.1	VRV/VRF/ MRV/ HIGH WALL SPLIT/WINDOW AC UNITS.	Carrier, Daikin, Hitachi, Blue Star, Voltas, Toshiba
2	Y-Joints VRV/VRF system	Carrier, Daikin, Hitachi, Blue Star, Voltas, Toshiba
3	Fans	
3.1	Propeller fan	Caryaire, Kruger, Nuaire (UK) , Nicotra
4	Cables & accessories	
4.1	Control Cables	Finolex , Fort Gloster , CCI , R R Kabel , Delton, KEI , Havells , Svarn , Rallison , Polycab
4.2	XLPE/ PVC insulated Aluminium Conductor Armoured Power Cables	Finolex , Fort Gloster , CCI , R R Kabel , Delton, KEI , Havells , Svarn , Rallison , Polycab
4.3	Communication cable	Fusion, Comscope, Contemp, Finolex, RR, Armaflex, Polycab
4.4	Cable Gland Double Compression with Earthing Links	Power, Gripwell, Baliga Lighting Ltd.
4.5	PVC Insulated Copper Conductor standard Flexible wires	Finolex , Fort Gloster , CCI , R R Kabel , Delton, KEI , Havells , Svarn , Rallison , Polycab
4.6	PVC Conduits & accessories (BIS approved)	Precision , Avon plast , Essarke , Sudhagar , Kalinga , AKG , Finolex
4.7	MS/GI Conduits (ISI Approved)	Supreme , BEC , NIC , AKG
4.8	Accessories for MS/GI Conduits (ISI Approved)	Supreme , BEC , NIC , AKG.
4.9	Bimettalic Cable Lugs	Hex(Brass copper Alloy India Ltd), Dowell's (Biller India Pvt Ltd.)
4.10	Lugs (Tinned Copper)	Dowell's
4.11	Perforated /Slotted cable tray	Kelp, Fletco, MM Enterpries
5	Ducting and Grilles	
5.1	Grilles/ Diffusers	Caryaire, Ravistar, Mapro, Tristar, Cosmic

5.2	Fire Dampers	Caryaire, Conaire, Cosmic, Ravistar, Mapro
5.3	G. I. Sheet Metal Duct	Jindal, National, Tata

SPECIAL CONDITIONS

1. Contractors shall note that the site is working office building. Hence, contractor shall take in to account this aspect and quote their rates accordingly.
2. Contractors are advised to inspect the site before quoting their **PERCENTAGE RATE**. The contractors shall also note that they have to co-operate with the other agencies carrying out the work (s) of LIC of India in the same site.
3. The contractor shall thoroughly clean all the dust and dirt's, debris etc. and remove all the scaffoldings and other materials used for the works away from the site as and when needed. Disposal of the debris and Surplus Excavated earth should be done in such a way that the site is kept free from such unwanted materials.
4. Noise pollution should be kept at minimum tolerance level.
5. Contractors to note that if hutments for labour provided at site all the necessary facilities etc. shall be done as per statutory labour laws.

6. OTHER SPECIAL CONDITIONS:

- i) Passenger Lifts if available in building cannot be spared for lifting materials to work site.
- ii) Labours may allow at site only after showing photo I Card issued by the agencies and duplicate of which is to be submitted to our office.
- iii) Gate pass for daily labour may be issued.
- iv) Every efforts should be made to restrict the movement beyond working area.
- v) If the building is in "No Entry" Zone – there is restriction in movement of vehicle. So information regarding entry of materials to our building should come to us well in advance.
- vi) Old Materials can be taken away only after getting gate pass from Department.
- vii) If work is to be carried out at night. Prior permission is to be obtained by the agencies.
- viii) Well co-ordination should be maintained with all agencies and designated coordinator from LIC side to avoid any kind of disturbances in office working.
- ix) LIC is no way responsible for issuing way bill or C – form to any agencies.
- x) It is responsibility of the contractor to adhere to all security measures for the workers.

- xi) The Contractors has to ensure protection to building and other assets including parked vehicles in the campus. In case of any damages caused due to work or due to ignorance of ant worker, contractor has to make good the damages and / or compensate the LIC for the damages done.
 - xii) Contractor is advised to inspect the site before submitting the tender and examine all parts of the work.
7. **The quantities shown in the schedule are provisional and are likely to increase or decrease. Some of the items may be omitted altogether. No claim whatsoever shall be entertained on this account.**
8. All works in course of execution or after execution in pursuance of the Contract, shall at all times be open to the inspection and supervision of the Chief Engineer or his authorized representatives and the Contractor or his responsible agent, duly accredited in writing, shall at all such times, be present to receive writing, shall at all such times, be present to receive instructions/orders. The work during the progress or any time before settlement of the final bill, is also liable to be inspected by Chief Technical Examiner of the Central Vigilance Commission, New Delhi, on behalf of the Employer and this shall be also considered as an inspection by the Employer for all purpose.

TERMS & CONDITIONS OF CONTRACT FOR DURING DLP and CAMC FOR AC UNITS

1. GENERAL:

- 1.1. The AC UNITS shall be serviced quarterly in a contract period (DLP+CAMC). Service report from the user for having done servicing satisfactorily shall be submitted along with bill.
- 1.2. In addition to above Scheduled services any complaints/ shutdown calls to be immediately attended and rectified the fault condition within 24 hours without extra charges during DLP & CAMC period.

2. SCOPE OF WORK:

- 2.1. The CAMC will be of all-inclusive comprehensive type (Including replacement of Compressor, circuit PCB, evaporator coil, condenser fan, capacitor, copper piping, contactor, insulations, cables, remote, gas top up, Condenser coil, fan blade, fan motor, filters, outer and front grill cover, thermostat, outer and front grill cover etc.).
- 2.2. During every servicing dust should be cleaned.
- 2.3. Checking of connections for terminals.

3. TERMS AND CONDITIONS:

- 3.1. The fixed comprehensive AMC charges are inclusive of all taxes but excluding GST. All statutory deductions will be made from your bills.
- 3.2. The agency should submit service report for regular & complaint calls duly acknowledged and should be enclosed along with periodic bills as a proof of attending services.
- 3.3. Any injury to your servicemen while attending the servicing/breakdown calls will be the sole responsibility of service provided. No compensation whatsoever would be given by LIC.
- 3.4. **Payment will be made at LIC concerned Divisional Office under which satellite offices pertains. Only after completion of quarterly servicing for which the agency should submit invoice along with service reports for the services carried out during the quarterly period in case of CAMC period. No payment shall be done during DLP.**
- 3.5. No deviation to LIC conditions of contract is acceptable and if any such deviations observed, the tender is liable to be rejected.
- 3.6. The manufacturer are requested to note that in the event of this enquiry being forwarded by you, any of your authorized servicing center, if those dealers/agency's

performance is not found to the satisfaction of the LIC, it shall be responsibility of the said firm to rectify the defects / liabilities.

3.7. In the event of services being not satisfied during the DLP, LIC of India reserves the rights to terminate the contract by giving 30 days notice with forfeit the security deposit amount.

4) SPECIAL CONDITIONS:

4.1 During the visits of your representative for servicing, breakdown calls etc. they have to carry out the following works:

- a) Inspection of indoor & outdoor units of all ac units & carrying out the servicing once in Three months.
- b) Checking the refrigeration system, motor & starter etc. for performance & overall healthy condition of the ac system.
- c) Checking the system for leaks & rectifying the leaks etc.
- d) Checking the refrigeration control system for necessary adjustments to ensure trouble free operation.
- e) Checking the evaporator & condenser coil & necessary cleaning by water.
- f) Lubricating the fan motors as when required.
- g) Repairing & replacement of the AC components at site as & when required.
- h) Overhauling of the components as & when required.
- i) Repair/replacement of the components of microprocessor as & when required.
- j) Attending the breakdown calls as & when required.
- k) Replacement of defective equipments such as compressor, motor, fans, microprocessor, including cables, all type of piping, replacement of all type of filters.
- l) Cleaning of drain pipe as & when required.
- m) Necessary gas charging as & when required.
- n) Cleaning of air filters.
- o) Checking of air flow through the supply grill, return grill.

4.2) You are requested to submit the certificates of all your visits for servicing, Repairing, breakdown calls etc with relate to ac units to the concerned.

4.3) When closing the operation of the AIR CONDITIONING UNITS for more than a day will be necessary for major repairs/ replacements/overhauling etc. this should be prearranged in consultation with the occupants & necessary concurrence from the Concerned LIC official.

4.4) **In case of any defect cropped up, it shall be attended within 24 hours of getting information over telephone as and when required. If defect requires machine to be shut down for more than three days or to be taken to factory, a stand by machine has to be provided. Non- Compliance of this said provision shall attract a penalty of Rs. 500/- per unit per day and thereof and the same shall be deducted from the security deposit of the contractor.**

4.5) In case of any accident, it will be entirely your responsibility for all consequences and cost involved unless you prove that the cause of accident was not due to improper maintenance of the AC units.

4.6) The water & Electricity Charges @ 0.5 % will be deducted from your CAMC bill.

4.7) **If the Contractor fails to attend the complaint (AC service/ AC repairs) for consecutive 03 (three) days after receive verbal instructions/ work order/Email , LIC shall have liberty to cancel the particular Work Order (CAMC) and employ other agency to get the works done at the their risk & cost and amount shall be deducted from the Contractor's bills/Security deposit or for any other work such lying with LIC without making any reference to the Contractor.**

4.8 After completion of contract period, the agency has to handover all the AC units & equipments in perfect condition to LIC of India.

List of site and Number of A.C			
1	Birpur S.O Under Begusasari D.O	Nos	6
2	Barhiya S.O Under Begusasari D.O		5
3	Ballia S.O Under Begusasari D.O		6
4	Japla S.O under Jamshedpur		6
5	Benipur S.O under Muzaffarpur D.O		6
6	Sheohar S.O under Muzaffarpur D.O		6
7	Areraj S.O under Muzaffarpur D.O		6
8	Narkatiganj S.O under Muzaffarpur D.O		6
9	Sonepur S.O under Patna-2		6
10	Mohania s.o under Patna-2		6
11	CLIA swain under Patna-2		5
12	Barsoi under Bhagalpur		6
13	Mahagama S.O under Bhagalpur		6
14	Punsia S.O under Bhagalpur D.O		5
	Total		81

SCHEDULE OF QUANTITY					
Name of work:- SITC of High wall split Air-conditioner units at different S.Os under different D.OS under Bihar & Jharkhand					
(The A.C units to be supplied and install at the location given below.)					
1.00	Description of Item	Qty	Unit	Rate	Amount
1.01	Supply, Installing, testing and commissioning of 1.5 Tr capacity of HIGH WALL INVERTER SPLIT AIR CONDITIONERS UNITS(5 STAR RATED) having ROTARY compressor and all accessories consisting of high wall mounting type indoor units with remote control and outdoor unit consisting of compressor ,condensor coil ,condensor fan with single phase 240 volt + 10 % or - 10% ac supply ,protection unit for under voltage complete in all respect (5 star rating). The out door unit is to be installed on terrace/outdoor with suitable size of M.S frame, its legs grouted by using cement & sand etc. OR installed on outer wall duly supported with suitable size of MS angle iron frame of balcony Type & channel of adequate capacity, Strong enough to take load of machine and mechanics, including providing anti vibration pads (REFRIGRANT 410 A)	<u>81</u>	NO	44464.00	3601584.00
1.02	Supply & installation of 4.0 KVA, single phase Voltage Stabilizer with Hi / Low Voltage cut off & time delay of Voltas / V-guard / Vintek / Blue Bard / Camipro / Logic Star make.	81	Each	3140.00	254340.00
1.03	Providing & fixing of 25 mm dia of Rigid PVC Drain pipe with all accessories etc. complete on wall/ beam/ ceiling in concealed manner by chasing wall/ floor or on surface including providing of U trap to avoid sweating/ condensation specially on false ceiling up to a height of one meter above the plinth protection.	550	RM	93.00	51150.00

7.05	Providing & fixing refrigerant copper pipe of required size with nitrile rubber/Heatlon insulation for following size of A.C. Units with the help of GI sadling on wall or with suitable hangers from the ceiling as the case may be . (Note: The measurement shall be taken for the refrigerant pipe including the control cable from ODU to IDU and all the three items (suction, preesure & control cable) shall be considered as one run).(The measurement will be taken in running meter excluding 3.0 meter length).	128	RM	1050.00	134400.00
7.06	SITC OF CABLE FOR AC UNIT :-3 c x 2.5 sq mm PVC insulated copper cable for individual split ac unit from AC sub pannel in case of excess of 3 meter length	200	R.M	111.00	22200.00
	TRADE SUMMARY/ COST PUT TO TENDER				4200674.00
	Fixed CAMC Rates after completion of one year DLP				
	1st Year CAMC Charges per machine per year	Each	4000.00		
	2nd Year CAMC Charges per machine per year	Each	4200.00		
	3rd Year CAMC Charges per machine per year	Each	4400.00		
	4th Year CAMC Charges per machine per year	Each	4600.00		
	5th Year CAMC Charges per machine per year	Each	4800.00		
	6th Year CAMC Charges per machine per year	Each	5000.00		

Note: AMC Charges will be fixed and quoted Percentage Rate will not applicable on the same.