



LIFE INSURANCE CORPORATION OF INDIA
EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH FLOOR)
“JEEVAN DEEP”, EXHIBITION ROAD, PATNA – 800 001
PHONE: 0612-2501118/2503014/2501103,
E-mail: ecz_engg@licindia.com

BID - III

FINANCIAL BID

NAME OF WORK: TENDER FOR APPOINTMENT OF ARCHITECT CUM CONSULTANT FOR THE PROPOSED CONSTRUCTION OF DIVISIONAL OFFICE BUILDING, MASH, DTC & ADDITIONAL ENGINEERING UNIT AT POKHARIPUT, BHUBANESWAR.

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1. INFORMATION ABOUT THE PROPERTY & DESIGN BRIEF:

Life Insurance Corporation of India owns a plot admeasuring an area of 3286 Sqm (approx), Plot No. P/1 at Pokhariput, Bhubaneswar. The plot is rectangular in shape with the main road towards the West and also having the road access of North side of the plot. The plot is located about 8.0 km (approx) from the railway station, about 5 km from bus stand and about 3 km from the airport. The site plan is enclosed.

LIC of India intends to develop Divisional Office Building, MASH Centre, DTC and additional Engineering unit in the said plot. The tentative built up area proposed for Divisional Office Building, MASH Centre, DTC and additional Engineering unit and considering the parking area are furnished below. LIC proposes to utilize the Office building for its own use.

DESIGN BRIEF

Sl. No. 1	Description	Construction of Divisional Office Building, MASH Centre, DTC and additional Engineering unit at Pokhariput, Bhubaneswar
2	Plot area	3286 Sqm (approx)
3	Proposed Divisional Office Building, MASH Centre, DTC and additional Engineering unit (Plan enclosed).	
	a) Basement incl. lift BUA	1515.98 Sq.m
	b) Ground floor excl. lift duct BUA	431.80 Sq.m
	c) First floor excl. lift duct BUA	906.20 Sq.m
	d) 2 nd floor excl. lift duct BUA	906.96 Sq.m
	e) 3 rd floor excl. lift duct BUA	920.39 Sq.m
	f) Mumpty & Lift Machine Room BUA	60.00 Sq.M (approx)
	TOTAL BUA	4741.33 Sq.m
4	Parking required for proposed Divisional Office Building, MASH Centre, DTC and additional Engineering unit	To be verified from Local Authority/Approving Authority
5	Permissible FSI	To be verified from Local Authority/Approving Authority
6	Non-FSI area	To be verified from Local Authority/Approving Authority
7	Extra FSI to be purchased	NO
8	Permissible Ground Coverage	To be verified from Local Authority/Approving Authority
9	Maximum height of building(H)	To be verified from Local Authority/Approving Authority
10	Set back	To be verified from Local Authority/Approving Authority
11	Common open space	To be verified from Local Authority/Approving Authority
12	Parking space	YES (as per requirement of Local Authority/Approving Authority)
13	Plantation area	To be verified from Local Authority/Approving Authority



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All the parameters viz. Parking requirement permissible FSI, Non FSI area, setbacks, common open spaces, permissible height, plantation area, permissible ground coverage etc. are to be verified as per latest Bhubaneswar Development Authority Bye-laws.

LIC of India has already developed a drawing in house with provision of Divisional Office Building, MASH Centre, DTC and additional Engineering unit with Basement + Stilt (partially Office & partially stilt) + three upper floors (Drawing attached for your ready reference). If any modification is required, the same may be incorporated in the drawings as per latest Bhubaneswar Development Authority Bye-laws and the same is to be carried out by Architect cum Consultants.

The applicants/bidders have to prepare the integrated layout plan of total site, Concept, Floor Plans, Elevations, Sections for the area to be developed as stated above consuming full FSI sufficient to explain this scheme keeping in mind possibility of road widening for leaving appropriate set backs.

Parking requirement should be provided as per the bylaws. However, the construction may be taken up as per viability & LIC's requirements.

Environment friendly building concepts such as rain water harvesting, solar panels, sewerage treatment plant etc. shall be adopted, if applicable as per the requirement of regulations.

The applicants/bidders are requested to make a Site Inspection. If any further information is required regarding the site etc., the same will be given as per available records in the department, otherwise to be procured from concerned authority by the bidder.

Client's Responsibility:

1. To provide site plan showing site boundaries (The same may be modified if required based on actual measurements.)
2. To provide ownership documents..
3. To pay all the statutory fees/payments (Reimbursable) after submission of bills.

Note:

The above design brief will be finalized and frozen after discussions in the pre-bid meeting with Consultants/ Architects and the same will be conveyed to the Consultants cum Architects to enable them to quote their price on common parameters.



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2. LETTER TO ARCHITECT CUM CONSULTANT FROM THE CHIEF ENGINEER

From,
The Chief Engineer,
L. I. C. of India,
ECZO, Jeevan Deep,
Exhibition Road,
Patna-800001

Date: _____

To,

Dear Sir / Sirs,

NAME OF WORK: INVITATION FOR APPOINTMENT OF ARCHITECT CUM CONSULTANT FOR THE PROPOSED CONSTRUCTION OF DIVISIONAL OFFICE BUILDING, MASH, DTC & ADDITIONAL ENGINEERING UNIT AT POKHARIPUT, BHUBANESWAR.

We forward herewith copy of Bid document consisting of “**Prequalification Bid i.e. BID-I & BID-III**”, (Instructions for Submission, Terms & Conditions of Contract, Acceptance Criteria, Scope of work & Information of the property etc) and a copy of ‘**Price Bid & Conditions of contract**’ in respect of above. Please note that the “**Prequalification Bid, Tender processing fees & Price Bid including conditions of contract**” duly filled in should be submitted to the office of **Chief Engineer, L.I.C. of India, East Central Zonal Office, Jeevan Deep Building, Exhibition Road, Patna** in separate sealed envelope so as to reach on or before **13.00 Hrs on 30.04.2018** along with non-refundable processing fees of Rs. 2000.00 (Rupees Two Thousand Only) in the form of DD/ Pay order in favour of “L.I.C. of India” payable at Patna. **The proposed construction of Divisional Office Building, MASH, DTC & Additional Engineering unit site plan, floor plan and along with elevations are uploaded on LIC website under Tender Section.** The documents of the property will be available for inspection at Engineering Department, East Central Zonal Office, Jeevan Deep Building, Exhibition Road, Patna-800001, during the office hours from 10.00 Hrs to 17.00 Hrs on Monday to Friday and 10.00 hrs to 13.00 Hrs. on Saturday.

The bids will be opened as per the programme given in the ‘Instructions for submission of Bids in the presence of Consultants or accredited representatives, who attend. The bidder should ensure that the bid is received before the date and time specified as no consideration whatsoever shall be given for postal or any kind of delays. Bid document received late shall be rejected. The Architects cum Consultant are requested to make a site inspection and come prepared with local byelaws for a meaningful discussion during the pre-bid meeting. Documents required at the time of Municipal Drawing submission may please be informed during submission of Bid document.

The Life Insurance Corporation of India reserves the right to accept the lowest / any offer or rejects all the offers without assigning any reason whatsoever.

Yours faithfully,

Chief Engineer



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3. LETTER FROM ARCHITECT-CONSULTANTS TO CHIEF ENGINEER TO BE SUBMITTED ON OR BEFORE 13.00 HOURS 30.04.2018.

To,
The Chief Engineer,
L. I. C. of India,
ECZO, Jeevan Deep,
Exhibition Road,
Patna-800001

Date: _____

Dear Sir,

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Having examined the Technical bid & conditions of contract, having visited and examined the site and acquired the requisite information regarding the development, the scope of work etc. I/ We hereby offer to provide the services for completion of the work.

We submit herewith the ‘**Price Bid in Annexure - A**’ containing our Lump-sum professional fees for the Scope of work as described in the ‘**Prequalification Bid and Price bid including conditions of contract**’.

Yours faithfully,

**(SIGNATURE OF THE
ARCHITECT- CONSULTANTS)**

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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4.1 INFORMATION / DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:

- a. The proposal shall be planned considering prevailing bye-laws of the local authority & should be justified with the facts & figures.
- b. The ‘Scope of Work’, ‘Time limit’ and ‘Stages of Payment’ etc are given in the bid document. However some additional activities in the scope of work or deviation might be required in time period or stages of payment etc. The Consultant cum Architect may submit their queries / suggestions if any, regarding the same before pre-bid meeting.

4.2 The Bids shall be signed either by the proprietor/Owner of the firm or by a legally authorized person authorized on behalf of the bidder. In such circumstances, a “**POWER OF ATTORNEY**” in favor of the person authorized is to be submitted. **Offers through FAX/E-mail shall not be accepted.**

4.3 Offers received late due to any reason whatsoever, shall not be accepted.

4.4 VALIDITY OF OFFER/BID:

- a) Bid submitted shall remain valid for a **minimum period of 3 months** from the last date for submission of bid documents. Bidder shall not be entitled during the 3 months period, without the consent in writing of the employer, to revoke or cancel their bid or vary the bid submitted or any term thereof. In such cases of revoking or making variations subsequent to submission of bid at their own, the offer shall be treated as ‘**INVALID**’.
- b) Notwithstanding sub-clause **no. 4.4 (a)** above, employer may solicit the Consultant cum Architect’s consent to an extension of the period of validity of offer, if need arises at the same terms & conditions of the original offer. The request & response thereto shall be in writing both ways.

4.5 PERFORMANCE GUARANTEE:

Successful Architect cum Consultant shall submit performance Guarantee @ 5% of the accepted fee. This amount shall be refunded after obtaining sanction of building plan from the local authorities. Performance Guarantee will be in the form of B.G. or Demand Draft of Nationalized Bank issued at Patna. On receipt of Performance Guarantee for the amount as stated above, the Contract agreement shall be executed.

In case the final selected Architect cum Consultant fails to submit the Performance Guarantee within stipulated date, the employer shall without prejudice to any other or remedy available in law, be at liberty to cancel the bid.

The Architect cum Consultant should note that no interest will be payable on the amount of the “Performance Guarantee.”



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4.6 ACCEPTANCE OF BIDS:

All the three bids ‘Prequalification Bid’, “Technical Bid” & “Price Bid” along with amendments issued if any, from time to time by this office should be submitted by the Architect cum Consultants in the prescribed time & shall be taken into account for acceptance of the Bid.

4.7 The successful bidder shall execute a formal agreement on non – judicial stamp paper of Rs. 1000/- as per the draft agreement given herewith (**Annexure- P**).

5. TERMS & CONDITIONS OF CONTRACT

5.1 INTERPRETATIONS

5.1.1 “Employer” shall mean THE LIFE INSURANCE CORPORATION OF INDIA and his (their) heirs, legal representatives, assignees and successors.

5.1.2 “Consultant- Architect” shall mean person who is awarded the contract and his (their) heirs, legal representatives, assignees and successors.

5.1.3 “Site” / “Property” total land earmarked for development located at **Plot No. P/1 at Pokhariput, Bhubaneswar**

5.2 The Architect-Consultant shall prepare all the drawings required for obtaining the various approvals and get them approved from the employer before submitting the same to the concerned department. The Architect- Consultant shall collect all the required ownership documents such as Property Cards, CTS maps, Khatian no, Dag no, Touzi no & any other documents from the various Govt. Departments. The Architect - Consultant should collect the necessary information as regards to municipal approvals for various buildings / layout etc from the local Municipal records.

5.3 The Architect- Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them in preparation of Layout, its approval, sub-division/amalgamation of plots/CTS nos., obtaining separate property cards, handing over of roads/reservations & services to Municipal authority & obtaining necessary concessions/waivers/relocations/ reservations etc. Any approval and acceptance of the employer for the proposal prepared by the Architect – Consultant shall not relieve the Architect - Consultant of their responsibility in this regard.

5.4 The Architect- Consultant shall supply to the employer the originals of approved drawings and 5 sets of certified copies of approved drawings and tracing and soft copy of the drawings prepared in AutoCAD / Revit. The cost of copies of drawings required to be submitted to the various departments of Local Municipality/ Development authority, Collector’s office, City Survey office and any other Govt. Deptt. or local authority shall not be reimbursed/paid to the Architect- Consultant and such cost are deemed to be included in the price bid. The agency shall also supply a minimum of 5 sets of Architectural including soft copies of the same. The cost for the same shall be included in the price bid.



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5.5 The Architect- Consultant may engage specialized consultants with the consent of the employer to assist them in their work. The remuneration /fees of any Engineer / consultant appointed under this clause shall be paid by the Architect- Consultant. The Architect- Consultant shall also be responsible for all the work, actions, omissions etc. of any such Engineer / consultant. However for any survey work to be carried out for demarcation of roads/D.P. reservations, demarcation of boundaries as per subdivided plots or Survey work if required for verification of property, the charges shall be paid by the LIC to the City Survey Office or to the approved Agency. The necessary applications required to be done & further follow-up work with the local authority /City Survey Office is to be done by the Architect- Consultant.

5.6 STATUTORY RULES & REGULATIONS:

The Architect- Consultant will abide by the rules, regulations, by-laws & statutes etc. prevailing & imposed by the Government / semi Government and other local governing bodies for execution of this job.

5.7 COMPLETION OF CONTRACT:

Acceptance of the facility / part of facilities & putting them to use by the employer does not constitute final completion of the contract. The Contract shall not be considered as complete until the contract shall be deemed to be executed in full & final only when the Architect has fully discharged all his obligations in terms of the contract.

5.8 AMOUNT OF WORK:

If for any reason, the whole or part of the work envisaged in this document needs to be curtailed/suspended after award of the contract then the fees payable to the Architects - Consultant shall be determined with reference to the breakup agreed upon for the various stages of work, duly taking into account the work actually carried out by the Architect- Consultant. The decision of the Employer as regards to actual quantum of work carried out as well as the amount payable thereof shall be final and binding on the Architect- Consultant.

5.9 GUARANTEE :

The Architect- Consultant shall undertake full responsibility for the services performed by them. The Architect- Consultant shall adhere to standard good practice for adequacy and technical soundness of the services provided by them.

5.10 SECRECY :

The Architect- Consultant shall not disclose any information received by him in connection with this project to any other party without the prior approval of the Employer. The Employer shall ensure that none of the documentation, data and information received from the Consultant- Architect is disclosed to any third party except to the extent it becomes necessary to do so solely for the Employer's work.



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5.11 TAXES :

The Lump sum fee quoted shall be inclusive of all taxes except GST, the GST shall be paid separately at the prevailing rate and rules, Income Tax & any other statutory taxes shall be deducted at source at the prevailing rate from the Architect-Consultant bills and TDS Certificates shall be issued for the same.

5.12 GOVERNING LAWS:

The terms and provisions of the CONTRACT shall be governed and interpreted in accordance with the laws of India.

5.13 DELAY, EXTENSION OF TIME AND PENALTY:

Not only the entire work but phase wise activity should be completed within the specified time limit as mentioned in clause No. 8. If the entire work or phase wise work is delayed due to the reasons beyond the control of the Architect- Consultant as per the opinion of Employer, reasonable extension in time limit may be granted without imposing penalty. However if the entire work or phase wise work is delayed due to non-performance of Architect- Consultant , no extension in time limit will be considered without Liquidated Damages (L.D.). In case total job is completed on time, but specific/phases are not completed as per schedule then penalty/LD will be imposed proportionately on the stages/phases of work which have not been performed on time. If the Architect- Consultant fails to complete the work within the specified time limit including the extended time period, Penalty shall be imposed on the Architect-Consultant at the rate of **0.5% of total fee per week** and will be deducted from the amount payable to the Consultant subject to maximum of **10% of the accepted total fee. The extension of time (If required) will be granted.**

5.14 TERMINATION OF CONTRACT:

- a) The contract herein may be terminated at any time by either party by giving a written notice of one month to the other party.
- b) If the Architect- Consultant shall close business or die or become incapacitated from acting as such Architect- Consultant, the contract shall stand terminated.
- c) If the Architect- Consultant fails to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the employer **at sole discretion** and / or in case there is any change in the constitution of the firm of the Architect-Consultant for any reason whatsoever, then the employer shall be entitled to terminate this contract and entrust the work to some other Architect-Consultant after making proportionate payment to the Architect- Consultant for work completed as provided herein.
- d) In case of termination under sub-clause (a) (b) or (c), the Architect- Consultant shall not be entitled to any fee or compensation except the fee payable for the work actually done, in terms of schedule of lump-sum professional fee **and the decision of Employer in working out the quantum is final and binding in this regard.**



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e) In case of the termination under sub-clause (a), (b) or (c), the employer shall make use of all or any drawings or other documents prepared by the Architect- Consultant, after payment for the services of the Architect- Consultant for preparation of the same in full as provided in (d) above, but only for the project referred by this agreement.

5.15 TRANSFER OF INTERESTS:

Neither the employer nor the Architect- Consultant shall assign, sub-let or transfer their interest in this contract, without the written consent of the other.

5.16 ARBITRATION:-

If any dispute, difference or question shall at any time arise between the parties as to the construction of this contract or concerning anything herein contained or arising out of this contract or as to the rights, liabilities and duties of the said parties hereunder, or as to the execution of the said works, except in respect of matters for which it is provided herein that the decision of the employer is final and binding, the same shall be referred to **Sole Arbitrator decided by Executive Director (Engineering)**. All matter relating to arbitration shall be guided by Arbitration & Conciliation Act of 1996.

5.17 VISIT TO THE SITE, OFFICES OF LIC AND OFFICES OF LOCAL AUTHORITIES:

The Architect- Consultant or his representatives /specialist Consultants shall visit the site, Offices of LIC & Offices of Local Authorities periodically and as frequently as the works requires. No out of pocket expenses or conveyance charges for such visits shall be paid separately.

5.18 SETTLEMENT OF DISPUTES:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the agreement or the interpretation thereof.

a) Any dispute between the parties as to matters arising out of the agreement, which can not be settled amicably within thirty (30days) after receipt, by one party on the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the procedure specified below:

b) For a dispute of any kind whatsoever arising between the officer in charge and the consultant, be referred in writing within 14 days of its occurrence to the officer in charge for his review. The officer in charge will give the decision within 14 days of receipt of such reference.

c) If the Architect- Consultant disagrees with the decision of the officer in charge, an appeal may be referred, within 14 days of the decision of the officer in charge, to the Chief Engineer, LIC. If it is found that there is some substance to the appeal of the consultant, Chief Engineer, will examine the matter and take decision on its merits within 30 days. The decision of the Chief Engineer, LIC, will be final and binding on both parties.



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5.19 JURISDICTION:

All disputes arising out of or in any way connected with the agreement shall be deemed to have arisen in Patna and only the courts in **Patna** shall have jurisdiction to determine the same.

5.20 INDEMNITY:

The Architect shall be responsible for all the latent deficiency to the designs of Project plans and other drawings, and shall indemnify and keep indemnified and harmless the employer up to a limit of the total fees for this Contract in the event of Employer suffering or sustaining any loss, damage, costs, charges and expenses to the extent that such loss, damage, cost, charges and expenses are directly attributable to defects in design either by commission or omission, as included in the Drawings / Documents and Specifications provided by the Architect and act, defaults and neglect of Architect's Sub Consultant. Such indemnification of the Employer by the Architect shall be for a period of **ONE year** after the issue of sanction drawings.

5.21 PRE CONTRACT INTEGRITY PACT

The bidder shall submit Pre Contract Integrity Pact along with the Bid processing fees, as per the format given in **Annexure – J of BID-I & II**. Any bid submitted without the Annexure -J, i.e, Pre Contract Integrity Pact, is liable to be summarily rejected.

5.22 STATUTORY PAYMENTS:

All the statutory payments to be made to the local authorities shall be directly made by the LIC on receipt of demand note or intimation from the consultant along with demand note. However, if any such payments are made by the consultants with prior intimation to employer the same shall be reimbursed on submission of the original receipts.

5.23 SCOPE OF WORK:

The Architect- Consultant to render the services and carry out the assignment as per the Scope of work detailed given under the head of **‘Scope of work for Architect-Consultant’**.

5.24 ASSISTANCE BY EMPLOYER:

To facilitate smooth execution of assignment LIC shall offer every co-operation while executing the job such as supplying the necessary information, available documents and recommendations and approvals.

5.25 PROPRIETARY RIGHTS:

All works done by the consultants for the assignment including collection of data, reports submitted etc. will be the sole property of LIC. The consultant may keep a copy of the data, report etc. with him but will not divulge the contents of the same or the details of the assignment carried out to any other party at any time whatsoever.



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5.26 CONSORTIUM / JOINT –VENTURE BIDS:

The Leader of the consortium / joint venture should submit the confirmation on behalf of the consortium / joint venture partners of bidders. Likewise, agreement with associates / sub consultants specifying the scope of work /responsibilities assigned to them shall be submitted.

5.27 RESPONSIBILITY OF THE LEAD CONSULTANT:

In case of partnership firm / consortium the lead consultant submitting the bid document will be responsible for the deliverable. Corporation will be only dealing with the lead consultant.

6. SCOPE OF WORK:-

6.1.1 Site analysis such as environmental survey, wind study, traffic survey etc.

6.1.2 Study of local Municipal bye-laws and preparation of concept drawing. Options should be submitted by the Architect- Consultant based on which LIC can finalize the theme Plan.

6.1.3 Architect-Consultant has to develop Integrated Master Plan to the satisfaction of L.I.C.

6.1.4 Preparing drawings on the basis of conceptual & schematic drawings for municipal submission and sanction.

6.1.5 Submission of final Master Plan and all required drawings to all the Statutory Bodies and to carry out all the required discussion and co-ordination with the concerned officials for any changes suggested by them and incorporating the changes. It may be noted that before submission of any drawings LIC's consent is necessary.

6.1.6 To check at site and approve the road network layout and building co-ordinates as per the approved Master Plan and suggest necessary corrections required if any.

6.1.7 Cross-check Co-ordinate and approve on ground all infrastructural buildings as per the approved Master Plan.

6.1.8 Presentations to various authorities as required by the Client.

6.1.9 To revise or alter as and when required, drawings and details prepared to suit the changes purposed including the revisions of plans sanctioned or to be sanctioned and doing all such matters, concerning this project. This will also include preparing fresh drawings / plans as per Local Municipal bye-laws.

6.1.10 Obtaining NOCs / Approval from various authorities like traffic dept., fire dept., environment dept., Sewerage & Water works Deptt., Tree Authorities, Airport/Air force Authority etc or any other authority as per norms as required for sanction of building plan.



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6.1.11 Preparation & submission of required drawings (Architectural) to the statutory authorities and obtaining sanction of drawings

6.1.12 Preparation of any other miscellaneous drawings required for the project for obtaining sanction of drawings from local authorities.

6.1.13 All the above activities shall be time bound and suitable penalty clauses exist.

7. TERMS OF PAYMENT AND PERIOD OF COMPLETION

7.1 The Lump-sum fees in respect of the above work as quoted in the ‘**Price Bid**’ shall be paid in stages for the completed work, in the manner laid down as follows. The activities mentioned in each stage are generally based on their sequence for completion of the work. However, if the Architect-Consultant feels that certain activity cannot be completed along with or subsequent to the other activities of the particular stage or if it is necessary to take up the activity mentioned in later stage along with any of the stage, the Consultant cum Architect may complete the activities as per requirements. We shall pay running bill payments to the Architect-Consultant in **stages as given Clause No. 8 & 9** subject to deduction of taxes as per statutory requirements and the final bill.

8. SCOPE OF WORK & TIME SCHEDULE & PAYMENT OF FEE

8.1 SCOPE OF WORK & TIME SCHEDULE :

Sl No	Scope of work	Time Schedule
i	Preparation/modification of Conceptual Design as per the requirement of L.I.C.I.	Within 15 days from the date of receipt of acceptance letter.
ii	Preparation of submission drawings based on the Conceptual Design and submission of required sets of necessary drawings to all statutory and/or local authorities for obtaining approval.	Within one month from the date of receipt of acceptance letter.
iii	Obtaining N.O.C.s from all concerned statutory authorities as required for the sanction of submitted drawings.	Within one month from date of submission of drawings for approval to the local Authority.
iv	Getting approval from all concerned statutory authorities and submission of all approved drawings to L.I.C.I. along with six sets of true copy of drawings along with one copy of Tracing paper.	Within two months from date of submission of drawings for sanction.



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8.02 PAYMENT OF FEE:

The Lump-sum fee in respect of the above work as quoted in the Price Bid shall be paid in stages on completion of each phases, in the manner laid down in the Clause No. 8.1 of the ‘Terms of Payment & Period of Completion.’ The time schedule for completion of the work shall be as per Clause No. 8.1 of the ‘Terms of Payment & Period of Completion. The fee quoted shall be based on the BUA (FSI area) being generated as per the proposal submitted. However, if the BUA (FSI area) reduces by more than 2% due to change in planning as per our requirements or change in the DC rules/bylaws of the local authorities etc. then the fee quoted will be proportionately paid on prorated basis. In case the BUA (FSI area) generated is more than the proposed option submitted the maximum fee as quoted shall be paid.

9. STAGES OF PAYMENT: The consultant will be paid according to the following schedule: -

- i) 15% of the total fees on and up to completion of all activities after completion of Sl. No. (ii) of item no 8.1 above.
- ii) 10% of the total fees on and up to completion of all activities after completion of Sl. No. (iii) of item no 8.1 above, provided NOC's are applicable in this case.
- iii) 75% of the total fees on and up to completion of all activities after completion of Sl. No. (iv) of item no 8.1 above.

Stage mentioned indicates that all the activities up to that stage is completed and no proportionate fees shall be payable on non-completion of stages in totality.

10.1 The successful bidder shall submit a **time and progress chart within 15 days of date of execution of agreement.**

10.2 If any of the above activities are not achieved by the Consultant within in specified time frame of such activities in any stage, LIC will initiate recovery at 10% on stage wise fees on account of delay in the bills settlement. However if the delayed activities are achieved along with other activities within the time frame of next stage, the recovered amount will be considered for reimbursement by the employer.

10.3 Extension of time, if required shall be processed based on Merit.



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ANNEXURE – “A”

PRICE BID

NAME OF WORK: INVITATION FOR APPOINTMENT OF ARCHITECT CUM CONSULTANT FOR THE PROPOSED CONSTRUCTION OF DIVISIONAL OFFICE BUILDING, MASH, DTC & ADDITIONAL ENGINEERING UNIT AT POKHARIPUT, BHUBANESWAR.

SCHEDULE OF LUMP-SUM PROFESSIONAL FEE

The bidder shall quote his fee both in figures & words. The quoted fee shall cover for all the services to be rendered by the Architect cum Consultants in terms of these documents and any amendments thereto right from the date of intimation of acceptance of offer and to the actual date of completion of the work in all respects as stated in the **Prequalification Bid, Conditions of contract & Amendment issued if any**. The quoted fee shall cover for all the activities (i.e. out of pocket expenses including conveyance charges towards site /office visits of LIC and offices of all concerned authorities & other Offices/Departments of Govt.) related with the work.

In case, there is any discrepancy in the quoted fee in the figures & words, the fee quoted lower between the two shall be considered as final.

The currency of contract shall remain **FIRM** throughout the period of contract and deemed to be inclusive of all taxes (income-tax etc.) except GST.

I/We herewith quote the Lump-sum professional fee in relation to the said work having a BUA of _____ Sqm (FSI Area only) for Services to be rendered as given in the ‘Prequalification Bid’ & ‘Terms & Conditions of Contract’	Rs:..... (Rupees.....)
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Note:

1. The fee quoted shall be based on the BUA (FSI area only) being generated as per the proposal submitted. However, if the BUA reduces by more than 2% due to change in planning as per our requirements or change in the DC rules/by-laws of the local authorities etc. **then the fee quoted will be proportionately paid on prorated basis**. The generation of Built up area for development must be restricted to maximum FSI area permissible as per bye laws.

2. In case the project is taken up partially for any reason, then the fees will be paid proportionately for the work executed.

Yours faithfully,

]

(SIGNATURE OF THE ARCHITECT-CONSULTANTS)

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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ANNEXURE –‘P’

PROFORMA FOR
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 at the item rates therein set forth 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.....
 - ii) Subsequent Correspondence Serial Pages.....
 - iii) Architectural Drawings Serial Pages



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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 authorised 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 :

FOR AND ON BEHALF OF THE
 LIFE INSURANCE CORPORATION
 OF INDIA

Name :

Date :

Address :

2. Signature :

Name :

Address :

In the presence of

1. Signature :

FOR AND ON BEHALF OF THE
 CONTRACTOR
 M/S

Name :

Date :

Address :

2. Signature :

Name :

Address :
