



CHIEF ENGINEER
ENGINEERING DEPARTMENT
NORTHERN ZONAL OFFICE
JEEVAN PRAKASH, 25, K.G. MARG
NEW DELHI – 1100 01

BID - III (FINANCIAL BID)

PART –I

Tender NO :LIC/NZ/ENGG/255

Name of Work: E-Tender for Structural Rehabilitation / Repairs, Water Proofing and Toilet Renovation works of Jeevan Deep Building at Parliament Street, New Delhi.

Scope of the work: Structural Repairing of the building, Removing Terrace Waterproofing & Re-doing Ceramic Crazy Waterproofing Treatment, Restructuring of Water Supply System, Renovation of Toilets and Other ancillary & Related works.

TENDER FEE DETAILS			No exemption on deposit of EMD and payment of tender fees will be given to MSME/ NSIC registered bidders.
Tender Fee	Rs	1,000.00	
GST	Rs	180.00	
Total	Rs	1,180.00	
EMD	Rs	2,08,000.00	

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CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

- 1.1 In construing these Conditions, the Specifications, the Priced 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 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 priced 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.
Asstt. 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 “Structural Repairing of the building, Removing Terrace Waterproofing & Re-doing Ceramic Crazy Waterproofing Treatment, Restructuring of Water Supply System, Renovation of Toilets and Other ancillary & Related works.” of Jeevan Tara Building situated at Parliament Street, New Delhi 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** Two complete sets of the Drawings and Specifications and Schedule of Quantities shall be furnished by the employer to the contractor. Two copies of the additional Drawings, if any, shall be furnished within such time as the Chief Engineer may consider reasonable which may be necessary for execution of any part of the work. Such copies shall be kept on the work site and the CE and his representatives shall at all reasonable times have access to the same and they shall be returned to the EE by the Contractor on completion of the contract.

This Contract and the signed Drawings, Specifications and Schedule of Quantities shall remain in the custody of the Employer.

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, Priced 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 Cantering, 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 Cantering, 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 fee 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:

- 7.1** The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness 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:

- 8.1** 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.

9. MATERIALS AND SAMPLES:

- 9.1** All the materials stores 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 Corporation's Engineer and to ensure that such materials are on site well ahead of 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, 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 test. 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 such preliminary work.

10. ACCESS:

- 10.1** Any of the Corporation's Engineers or any persons authorised by any one of them 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. CONTRACTOR'S SUPERVISION & MINIMUM REQUIREMENT OF TECHNICAL STAFF:

- 11.1** The Contractor shall either himself supervise the execution of the contract or may appoint a Competent Agent approved by the CE to act in his stead.
- 11.2** Where the contractor is not a qualified Engineer or even if he is so qualified, he cannot in the opinion of C.E., give his full personal attention to the works, he shall at his own expense employ person(s) possessing the qualification and experience as described hereunder as his accredited agent to supervise the works and to receive instructions from Corporation's Engineers. Any directions, instructions or notices given by the Corporation's Engineer to such supervisor(s) shall be deemed to be given to the contractors.

a. FOR WORKS COSTING UPTO Rs.100 LAKH :

A qualified resident Engineer having a Government recognised Diploma in Civil Engineering and minimum of 2 years experience on building construction site.

b. FOR WORKS COSTING MORE THAN Rs.100 LAKH & UPTO Rs.200 LAKH:

A qualified resident Engineer having a Recognised Degree in Civil Engineering or equivalent qualification and minimum of 2 years experience on building construction site/s or a recognised Diploma in Civil Engineering with minimum 5 years experience on such construction jobs.

c. FOR CIVIL WORKS COSTING MORE THAN Rs.200 LAKH :

- i)** A qualified resident Engineer having a Recognised Degree in Civil Engineering and minimum of 3 years experience of such major construction site/s or a recognised diploma in Civil Engineering with 8 years experience.
- ii)** In addition the contractor shall employ suitable number of supervisors with recognised degree / diploma in the relevant branches or recognised qualification & experience in the relevant trades for proper execution of the work as approved by the Chief Engineer.
- d.** The CE may vary any of the above qualification / experience at his discretion if so warranted by conditions prevailing and applicable to any particular work such as Air-conditioning, HT, Interiors etc.

e. RECOVERY FOR NON DEPLOYMENT OF ENGINEER/S AT THE SITE

If the contractor fails to employ suitable person(s) to supervise the work or fails to appoint replacement(s) when necessitated, amount as stipulated in the Appendix to the conditions of contract shall be recovered from the contractor for each Engineer and each supervisor for the period of non-employment.

12. DISMISSAL OF WORKMEN:

- 12.1** The Contractor shall, on the instruction of the Corporation's Engineer, immediately dismiss from the work any person employed 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. DATES OF COMMENCEMENT AND COMPLETION:

- 13.1** The “Date of Commencement” shall be as stated in the 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 Completion” stated in the Work Order, subject to the provisions for extension of time hereinafter contained.

14. ASSIGNMENT:

- 14.1** 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 underlet the Contract or any part, share of interest therein nor shall he take a new partner without the written consent of the 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. 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 priced 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.
- 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 Priced 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 Priced 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 and labour to cover all supervision, overheads, profits and all other applicable taxes/cess. GST on works contract shall be paid separately.
- h. **The quantities in the schedule are provisional and may vary up to any extent. No extra item will be payable for variation in quantity.**
- 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.

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 of an amount as mentioned in Appendix to Conditions 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. **The date of submitting the renewed policies, if any will be 15 (fifteen) working days prior to the last date of expiry of the existing policies.**
- 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** of adequate amount 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.

RECOVERY FOR NON EXTENSION OF INSURANCE POLICIES (WORKMEN'S COMPENSATION AND CONTRACTOR'S ALL RISK POLICY INCLUSIVE OF THIRD PARTY LIABILITY)

17.9 In default of the Contractor insuring as provided above, or having insured, failing to submit the renewed policies, if any prior to 15 (fifteen) working days of the last date of expiry of the existing policies, LIC may insure / renew insurance and apply penal cost to the Contractor i.e. Premium Charges plus Rs 10,000/ (Rupees ten thousand only) as Admin Charges and Rs25,000/ (Rupees twenty five thousand only) as penalty.

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 neighbouring 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 endeavours 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 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 immediately within 30 (Thirty) days 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. COMPENSATION IN THE FORM OF PENALTY FOR DELAY OF WORK:

- 19.1** If the Contractor fails to complete the work by the date of completion stated in the "Appendix to Condition of Contract" or within time properly extended under Clause (18) hereof and the CE certifies in writing that in his opinion the same ought, reasonably so, to have been completed, the Contractor shall pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor. In case liquidated damages in accordance with the above provision accrue to maximum limit as mentioned in the Appendix to the Conditions of the Contract, the Chief Engineer shall be at liberty to rescind the Contract and to get it completed entirely at the risk and cost of the Contractor through any other agency he decides to appoint. All extra expenses incurred shall be recoverable from the money due to Contractor or lying to his credit with the Employer against the present or any other Contract. During currency of work, progress of the work will be reviewed according to the physical milestones specified in the tender in tune with T&P Chart and should be ensured that actual progress of works corroborates with the anticipated progress of works during the particular period. Any deviation noticed will be brought to the notice of all concerned and remedial measures shall be resorted to. However if the situation so arises that the progress of works is delayed due to lack of initiative by the contractor, the department shall give sufficient notices to contractor and keep aside proportionate amount leading to imposition of LD subject to approval of Competent Authority.

19.2 REWARD FOR EARLY COMPLETION:

~~— If the Contractor completes the work 3 months earlier in all respects with respect to the final date of completion stated in the “Appendix to Condition of Contract” and the Chief Engineer certifies in writing that in his opinion the same has been completed, 0.5% of Final Contract Sum stipulated in the original contract shall be rewarded. If the contractor completes the work in less than 3 months in advance in all respects with respect to the final date of completion stated in the “Appendix to Condition of Contract” and the Chief Engineer certifies in writing that in his opinion the same has been completed, 0.1% of Final Contract Sum stipulated in the original contract shall be rewarded.~~

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

- 20.1** 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 WORK:

- 21.1** The measurements will be recorded in EXCEL format (Annexure A1) by the Construction Associate at the site as works progress. The description of the items is to be imported in totality from the approved protected soft file (Excel File) of BOQ in the tender.

Any extra/ deviated work executed during the period will also be measured in EXCEL format after following all laid down processes.

The EXCEL sheet Measurement will be submitted by the Construction Associate to the LIC Site Engineer in both hard and soft format. The measurement then will be checked 100% by LIC Site Engineer and if required, the same shall be corrected by LIC Site Engineer to establish that the measurements so given by the Construction Associate is in order and complete in all respects.

Abstract of Bill (Annexure B) in EXCEL and PDF will be submitted by Construction Associate. The Construction Associate on receipt of the corrected Hard Copy of Abstract of Bill from LIC will prepare their Tax Invoice on their letter head and submit to LIC of India for further processing of their Bill for release of payment. The Tax Invoice will have zero correction.

- 21.2** If the contractor or his authorized representative does not attend for joint measurements periodically for the completed works, then the site engineer shall take measurements after giving notice in writing of at least 3 (three) days. Measurement 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 date of measurement then, such measurements recorded in his 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 and recording levels including test checking of such measurements by any person authorised 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** Measurements of all hidden/concealed items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry, concrete etc. steel in all R.C.C. work, pipe to be encased etc. shall be jointly recorded by the Site Engineer or his authorised representative and the Contractor's Site Engineer, before they are covered up. Immediately after the work is ready for measurements, Contractor will give specific notice to the Site Engineer for recording the measurements. If the Site Engineer or his authorised representative fails to record the measurements, the Contractor will refer the matter to the Corporation's Engineer for instructions, but in no case shall cover up work without the latter's permission.

22. PAYMENTS:

- 22.1** The Contractor shall be paid by the Employer, from time to time, by instalment 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 in itself be conclusive evidence that any work or materials to which it is 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 the 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 will be calculated from the last date (as mentioned in Appendix to Conditions 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 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 resubmit 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 Proforma given in Appendix to Conditions of Contract.

~~23. SECURED ADVANCE AGAINST MATERIALS~~

~~**23.1** The Contractor shall be entitled to be paid advance along with interim bill against materials which are not perishable and which are in the opinion of Corporation's Engineer, required for the works and have been brought on site for incorporation in the work but have not been so incorporated and are safeguarded against loss due to any cause whatsoever, (refer clause no-17). The amount of such advance against materials shall be arrived at on the following basis:~~

- ~~a) 80% of the market value of materials required for the work and brought on site.
OR~~

~~80% of the cost of such materials (brought on site) as derived from the relevant accepted tender rate for the particular item involving such materials;
which ever is lower.~~

- ~~b) Such advance payment made against materials shall be recovered from or adjusted from the interim bills as and when the materials are utilized in the work.
Examples of certain perishable materials on which no advance shall be paid are Sand, Paint, Bitumen, Hard Boards/Soft Boards and other paper products, Petroleum Products, Coal Tar, Insulating Boards etc.~~

~~**23.2** In case of dispute, the decision of the Chief Engineer on whether advance payment can be made against specific materials shall be final and binding.~~

24. UNFIXED MATERIALS AND EQUIPMENTS:

- 24.1** 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:

- 25.1** 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 Corporation's Engineer 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:

- 26.1** 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 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:

- 27.1** 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 (twelve) 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:

- 29.1** 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:

- 30.1** 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:

- 31.1** 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

- 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 authorised 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 realised. 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:

- 33.1** 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.

34. DISPUTES TO BE FINALLY DETERMINED BY CHIEF ENGINEER:

- 34.1** The Instruction, Decision, 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 AND EMD:

- 35.1** Amount towards Security deposit shall be calculated as per details given under Serial No.10 of "APPENDIX TO CONDITIONS OF CONTRACT" in Part - II of the tender. Security Deposit can be either in Cash or in the form of Bank Guarantee.

In case of cash option, the EMD shall be retained as part of Security Deposit and balance Security Deposit shall be accumulated through deductions from Running

Account Bills at 7.5% (maximum) of gross amount of bill. In case of Bank Guarantee option, the Contractor shall furnish one Bank Guarantee for full amount of Security deposit valid till end of defects liability period OR, Two Bank Guarantees of like amounts each equal to half the Security deposit; one valid till virtual completion and the other till end of defects liability period.

Amount towards Earnest Money deposit (EMD) shall be deposited as per details given in "APPENDIX TO CONDITIONS OF CONTRACT" in Part - II of the tender. If the lowest tenderer withdraws his tender before the expiry of validity period or before the issue of letter of Acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the EMD shall be forfeited as stipulated in the "APPENDIX TO CONDITIONS OF CONTRACT".

35.2 Performance Guarantee under Serial No.9 of "Appendix to Conditions of Contract" shall be only in the form of Bank Guarantee valid upto scheduled date of completion.

35.3 The Bank Guarantee/s shall be from any Nationalised / Scheduled Bank approved by the Chief Engineer, which is located at the Zonal Office Headquarters of L.I.C within whose jurisdiction the work falls or at the place of work.

The Chief Engineer/ Dy. C.E. may also permit the contractor to furnish the Bank Guarantee/s from a location other than the above where a Branch/ Divisional Office of the Corporation exist.

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. The Bank Guarantee/s against Security Deposit (SD) shall be submitted within 21 (twenty one) days from the date of issuance of letter of acceptance or within 21 (twenty one) 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 **21 (twenty one) 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, Employer shall without prejudice to any other right or remedy available in law, be at liberty to cancel the tender which may entail forfeiture of the Earnest Money of contractor as stipulated in "Appendix to Conditions of Contract".

35.6 50% of the Security Deposit (cash option) shall be refunded after the certificate of virtual completion is issued to the contractor & provided that the employer has no claim for forfeiture of part or whole of the said deposit.

35.7 Balance 50% of Security deposit will be refunded to the contractor after the satisfactory completion of the defects liability period, 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 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 subject to any appropriations as aforesaid.

- 35.10** Bank Guarantees towards Performance Guarantees (where applicable) shall be released after the virtual completion is issued.
- 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 effected 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).

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.

~~37. LUMP SUM ADVANCE (APPLICABLE TO CONTRACT COSTING Rs.25 LAKHS AND ABOVE)~~

- ~~37.1~~** ~~Loan will be available if required by the Contractor, and may be given as under on submission of application by him subject to other conditions being fulfilled.~~
- ~~37.2~~** ~~A lump sum amount not exceeding 10% in two instalments (5% + 5%) of the Contract accepted amount may be advanced against a Bank Guarantee and at the interest~~

rate as specified in Appendix to the Conditions of Contract. The advance shall be utilised by the Contractor for the purpose of this Contract only and for no other purpose.

- 37.3** ~~The Bank Guarantee (Proforma at Annexure 'C') shall be for the equivalent amount of loan 'plus' simple interest at specified rate plus 1% of loan amount to cover costs. The Bank Guarantee shall be from any Nationalised or Scheduled Bank preferably located at Zonal Head Quarters of LIC or place of work and shall be valid till the date of completion as specified in Appendix to Conditions of Contract.~~
- 37.4** ~~The amount of loan can be sanctioned to the Contractor on specific request as per terms of the contract and will be limited to 10% in two instalments (5% + 5%) of the Contract accepted amount.~~
- 37.5** ~~Recovery of the sums advanced by way of loan as above and of interest, thereon shall be made by deduction from the Contractor's running account bills in suitable percentages in relation to the progress of work after, 10% of the work is completed, subject to the condition that entire amount of loan with interest thereon shall be fully recovered by the time the work amounting to 80% of the Contract sum is completed. Provided that if at any time the Contractor fails to execute the Contract to the satisfaction of the Employer for any reason whatsoever, the Employer shall be entitled to recall forthwith the entire amount so advanced with interest, cost and legal expenses, etc. and/or recover the whole/balance amount as the case may be, from the bill if any, payable to the Contractor or by enforcing the Bank Guarantee.~~
- 37.6** ~~Whenever extension of time is granted to the Contractors for the completion of the project and where the loan is not fully recovered, Contractor shall furnish fresh Bank Guarantee for extended period of Contract for the outstanding loan amount together with specified simple interest for the remaining period and 1% of outstanding loan amount towards costs.~~
- 37.7** ~~Whenever the full amount of loan plus interest has been fully recovered, the Bank Guarantee shall be released.~~
- 37.8** ~~If the situation so warrants a second loan will be available if required by the contractor subject to the following conditions :-~~
- ~~a) At least 50% of the first loan stands recovered~~
 - ~~b) The amount of the loan shall not exceed 5% of the balance amount of work.~~
 - ~~c) The sum of amount outstanding plus amount of second loan shall not exceed 5% of the total value of work.~~
- 37.9** ~~All other conditions applicable to lump sum advance shall apply for the Second loan also.~~

GENERAL INSTRUCTIONS TO CONTRACTORS

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:

- 2.1 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:

- 3.1 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/Quantified 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 changes 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.

In addition to the above if the Contract Sum is Rs. 15 crore and above, the contractor has to submit monthly progress report of the work in a computerised form to the Corporation's Engineer. This progress report should contain the following:-

- (a) Construction Schedule of the various components of the work through a bar chart for the next three months period.
- (b) Progress Chart of various components of the work which are planned and achieved for the preceding 3 months and reasons for deviation if any should be mentioned.
- (c) Details of the technical persons available at the site along with their designation.
- (d) Targeted figure for financial achievement vis-à-vis planned and mentioning the broad details of all the Running Account Payment received.

- (e) A statement showing the extra/ substituted/ deviated items submitted by the contractor and the items pending for sanction/ decision by the department.
- (f) Quality assurance and quality control test conducted during the month with the results thereof.
- (g) Details of hindrances if any.
- 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:**
- 5.1 The Contractor is to construct and maintain proper benches to indicate the intersection 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. **DRAWINGS ON SITE:**
- 6.1 The Drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved transparent varnish or laminated at the cost of the Contractor. They are to be protected from the ravages of termites, ants, silver fish and other insects.
7. **ORDER OF WORK:**
- 7.1 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:**
- 8.1 The Work calls for a high standard of workmanship combined with speed.
9. **REJECTED WORKMANSHIP OR MATERIALS:**
- 9.1 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** Contractor should note that unless otherwise stated the tender is strictly on **PERCENTAGE** Rate basis and his attention is drawn to the fact that his quoted percentage rates should be correct, workable and, self supporting.

11. WATCHING AND LIGHTING:

- 11.1** 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:

- 12.1** 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.

13. ELECTRICITY:

- 13.1** 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 his final bill.

~~14. OFFICE FOR CORPORATION'S ENGINEER ON SITE:~~

- ~~**14.1** The Contractor shall at his cost, provide a separate office (of suitable size) for the Corporation's Engineer/s on site with writing tables, chairs, electric lights and fans, drinking water arrangements, etc. as directed by the Executive Engineer and clear away at completion of work and make good all work disturbed and pay all charges. The Contractor shall also provide facilities for having the Corporation Engineer's office cleaned every day and kept in good and hygienic condition.~~

15. OFFICE ACCOMMODATION FOR CONTRACTOR'S STAFF:

- 15.1** The Contractor shall, at his cost, provide, fit-up and maintain in an approved position proper office accommodation for his representative and staff, which offices shall be open at all reasonable hours to receive instructions, notices or communications and clear away on completion and make good all work disturbed.

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:**
- 17.1** 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.
- 17.2** The work is likely to commence in the present COVID situation. Considering the COVID 19 pandemic, all the necessary precautions such as social distancing, frequent sanitization etc. and also as per SOP issued for the construction sites by the local authority / Government must be followed. The construction associates shall quote their rates considering ongoing COVID 19 situation and rates to all precaution measures towards labourers and materials availability. And therefore no extra claim will be entertained due to COVID pandemic.
- 18. MINIMUM WAGES ACT:**
- 18.1** 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:**
- 19.1** 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. TEMPORARY ROADS:

- 20.1** The Contractor shall, at his expense, provide such temporary roads on the site as may be necessary for the proper performance of the Contract and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and levelled where so required by the Drawings at Contractor's expense unless the CE shall otherwise direct.

21. OBJECTS OF VALUE AND ANTIQUITY FOUND ON SITE:

- 21.1** 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:

- 22.1** 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. USEFUL EXCAVATED MATERIALS:

- 23.1** Any sand, gravel, moorum or rock taken from excavation will remain the property of the Employer and in the event of it not being allowed to use in the work, the Employer reserves the right to dispose it off in any way he wishes or to direct the Contractor to cart it away as ordinary materials.
- 23.2** Should suitable sand or gravel or moorum or rock be found in the excavations and the Contractor be allowed to use the same in the work, in place of materials to be brought by him from outside he will be required to pay the Employer the full market value of the same.

24. SIGN BOARD AND HOARDINGS:

- 24.1** 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:

- 25.1** 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:

- 26.1** 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 MISTRIES AND SUPERVISORS:

- 27.1** The Contractor's Mistries 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:

28.1 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:

29.1 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 Rates 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 rates 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 rates shall allow for these factors.

31. OCCUPATION BY EMPLOYER:

31.1 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 separately as applicable from time to time as per notification of Government of India.
- 32.2 Deduction at source of Income Tax, all other statutory taxes as applicable and Labour Cess etc. shall be made by LIC of India as per the provisions prevailing from time to time from the Running Account or Final Bill/s and remitted to the concerned statutory Authorities/State Government on behalf of the Contractor as per rules.

ANNEXURE – 'A'

**PROFORMA FOR
ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made at..... this..... day of..... 20..... 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 Jeevan Prakash Building (2nd Floor), 25, K.G. Marg, New Delhi - 110001 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 **New Delhi** and only the Courts in **New Delhi** 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

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 initialled 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

Signature : FOR AND ON BEHALF OF THE
Name : LIFE INSURANCE CORPORATION
Address : OF INDIA
Date :

2. Signature :
Name :
Address :

In the presence of

1. Signature : FOR AND ON BEHALF OF THE
Name : CONTRACTOR
Address : M/S
Date :

2. Signature :
Name :
Address :

LIFE INSURANCE CORPORATION OF INDIA

(Refer Clause No. 35 of Conditions of Contract)

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 fulfilment 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 of Bank.**

ANNEXURE – ‘C’**LIFE INSURANCE CORPORATION OF INDIA**

(Refer Clause No. 35 of Conditions of Contract)

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE 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 _____ **
_____ 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

LIC of India, NZO, New Delhi

BID III (Part I)

Jeevan Deep, New Delhi

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:-

LIC of India, NZO, New Delhi BID III (Part I) Jeevan Deep, New Delhi
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 of Bank.**

ANNEXURE – 'D'**LIFE INSURANCE CORPORATION OF INDIA**

(Refer clause 37 of Conditions of Contract)

FORM OF BANK GUARANTEE TO SECURE A LUMP SUM ADVANCE

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 the 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 make at the request of the contractor a lump sum
advance of Rs. _____ for utilizing it for the purpose of contract on his
furnishing a guarantee acceptable to the Corporation, we the ** _____ Bank
(hereinafter referred to as 'the said Bank') a company under the companies Act, 1956 and
having our registered office at _____ do hereby guarantee the due recovery by
the Corporation of the said advance together with interest and costs thereon according to
the terms and conditions of the said contract. If the said contractor fails to utilize the said
advance for the purpose of the contract and/or the said advance together with interest
thereon as aforesaid is not fully recovered by the Corporation, we the said Bank hereby
unconditionally and irrevocably undertake to pay to the Corporation on demand and without
demur to the extent of the sum of Rs. _____.

1. We, the said Bank further agree that the Corporation shall be the sole judge of and
as to whether the said contractor has not utilized the said advance or any part thereof for
the purpose of the said contract and the extent of loss or damage caused to or suffered by
The Corporation on account of the said advance together with interest and costs thereon
not being recovered in full and the decision of the Corporation in this respect, shall be final
and binding on us.

2. The Corporation shall have the fullest liberty without affecting in anyway 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 the advance 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

LIC of India, NZO, New Delhi BID III (Part I) Jeevan Deep, New Delhi

~~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 the advance 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 such liability.~~

~~3. — It shall not be necessary for the Corporation to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the 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.~~

~~4. — Notwithstanding anything to the contrary hereinbefore contained the Bank's liability hereunder shall not exceed Rs. _____ (Rupees _____) in the aggregate. This Guarantee shall remain in force till the _____ day of the year 20... and the Bank's liability hereunder will cease to be operative unless any claim is lodged with the Bank within 6 (six) months thereafter.~~

~~5. — We, the said Bank lastly undertake not to revoke this Guarantee 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

LIFE INSURANCE CORPORATION OF INDIA

(Name and Designation)

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 _____

CONTRACTOR

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CHIEF ENGINEER

LIC of India, NZO, New Delhi BID III (Part I) Jeevan Deep, New Delhi
(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 of Bank.

ANNEXURE – ‘E’

FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(Refer clause 10 of Instructions in regard to Submission of Tenders in Part -II)

(On Non-Judicial Stamp Paper to be stamped in accordance with stamp act, the stamp paper to be the name Executing Bank)

Ref:

Date:

Bank Guarantee No.....

To

THE LIFE INSURANCE CORPORATION OF INDIA

Dear Sir,

In consideration of Life Insurance Corporation of India having its Zonal Office at New Delhi in state of Delhi (Herein after called the “the Corporation” which expression shall unless repugnant to be the subject or context include its successors and assigns) having issued Tender Notice for the work of

M/s.....Having its Registered / Head Office at(Herein after called the “Tenderer” who wishes to participate in the said tender for

And you, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for the and amount of Rs..... (Rupees..... valid up to on behalf of the tenderer in lieu of Earnest Money Deposit required to be made by the tenderer, as a condition precedent for participation in said tender.

We, theBank incorporated underlaw and having one of our branches at and having our Registered Office/ Head office at do hereby unconditionally and irrevocable guarantee and undertake to pay to the “Employer” immediately on demand without any demur reservation, protest, contest and recourse to be extent of the said sum of Rs.....(Rupees only).

Any such claim/ demand made by the said “Employer” on us shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer. This guarantee shall be irrevocable and shall remain valid up to If any further extension of this guarantee is required, the same shall be granted to such required period on receiving instructions from M/s to whose behalf this guarantee is issued.



LIC of India, NZO, New Delhi BID III (Part I) Jeevan Deep, New Delhi
We, the said Bank undertake not to revoke this guarantee during its currency except with the previous consent of the employer in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability hereunder. In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this day of 20 at

WITNESS

1. (SIGNATURE)
(NAME).....

(SIGNATURE)
(NAME).....
(Designation with Bank Stamp)

(OFFICIAL ADDRESS)
.....
.....

ATTORNEY AS PER
POWER OF ATTORNEY NO.....
DATE.....

2. (SIGNATURE)
(NAME).....

(OFFICIAL ADDRESS)
.....
.....

CERTIFICATE

CERTIFIED:

1. That the rates are quoted after actually visiting site of work and have understood all prevailing situation of the vicinity acquainting with working condition and.
2. That we have carefully studied the conditions of contract and specifications for material and workmanship and will adhere to the same.

SIGNATURE OF CONTRACTOR