

**TENDER FOR SITC of 1600 KVA Package
Substation at our Jeevan Tara
Building,Parliament Street,New Delhi.**

TECHNICAL BID

(To be Submitted in Envelope -3)

NAME OF THE AGENCY:

LAST DATE & TIME OF SUBMISSION OF TENDER: 01-10-2015 up to 1500 Hrs

**LIFE INSURANCE CORPORATION OF INDIA NORTHERN ZONAL OFFICE,
NEW DELHI**

INDEX

Subject: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building,Parliament Street,New Delhi.

S. NO	CONTENTS	PAGE NO
	TECHNICAL BID :-	
1	CONTENTS & TENDER NOTICE	02-03
2	LETTER TO CONTRACTOR FROM CHIEF ENGINEER	04-04
3	LETTER FROM CONTRACTOR TO CHIEF ENGINEER	05-06
4	INSTRUCTION REGARDING SUBMISSION OF TENDER	07-08
5	CONDITION OF CONTRACT	09-26
6	ANNEXURE –A&B FORM OF B.G.	27-31
7	ARTICLES OF AGREEMENT	32-33
8	ADDITIONAL CONDITION OF CONTRACT	34-35
9	AMENDMENT TO CONDITION OF CONTRACT	36-36
10	SPECIAL CONDITION OF CONTRACT	37-38
11	APPENDIX TO CONDITION OF CONTRACTOR	39-39
12	TECHNICAL SPECIFICATIONS	40-48
	PRICE BID (SEPARATE ENVELOP) :-	
16	SCHEDULE OF QUANTITIES	01-04

Ref : Engg/JT/SS

Date:

TENDER NOTICE

To,

M/S _____

Dear Sir/s,

Subject: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building, Parliament Street, New Delhi.

Sealed tenders are invited on **Item rate basis** for the subject work which should be carried out as per LIC terms and conditions of contract. Tenders are available for issuance from this office as per Tendering Program given below during office hours.

You may collect the tender and submit the same well in time. Tenderers may send their representative at the time of opening of tenders. LIC reserves the right to reject or accept any tender at its sole discretion without assigning any reason whatsoever

- | | |
|-----------------------------|---|
| 1. Estimated Value | : Rs.110.00 lakhs |
| 2. Earnest Money Deposit | : Rs.1.65 Lacs |
| 3. Cost of Tender Document | : Rs.3000.00 (Non Refundable) |
| 4. Issue of Tender Document | : To be downloaded from web site
www.licindia.in
upto 28-09-2015 |

5. Receipt of Tender (Enrollment form, Price & Technical bid) : 01-10-2015 Up to 15.00 hrs

6. Date of Opening of Enrollment form (Envelope 1) : 01-10-2015 at 1530 Hrs

Yours faithfully,

Chief Engineer

LETTER TO CONTRACTOR FROM CHIEF ENGINEER

Ref: Engg/JB/AC CT

Date:

M/S _____

Dear Sir /s,

Subject: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building,Parliament Street,New Delhi.

1. We are enclosing herewith the tender document containing **Enrollment Form, TECHNICAL BID & PRICE BID** for the aforesaid work in duplicate containing pages. You are requested to submit all the three **Enrollment form, Technical & Price Bid** for the above work by entering rates and amounts for the items mentioned in the schedule of quantities. Tenders not submitted on our schedules are liable to be rejected summararily.
2. Your tender should remain open for consideration for a period of **03** months from last date of opening of tender.
3. The tender shall be governed by the terms and conditions of contract embodied in the tender document.
4. **The Earnest Money of Rs.1,65,000.00 /- (One lacs sixty five thousand only)** prescribed in the tender document must be furnished in the form of **Demand draft**. The demand draft towards payment of earnest money must be drawn only in the name of "Life Insurance Corporation of India" Payable at New Delhi from any Nationalised Bank. Demand draft drawn in the name of any officer will not be accepted.
Your tender marked **original (Enrollment,Price and Technical)** duly sealed etc. and Earnest money should be submitted to Chief Engineer office on or before 1500 Hrs. on 01-10-2015 in the sealed cover super scribed "**Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building,Parliament Street,New Delhi.**"
5. Postal delays as an excuse for late receipt of tenders will not be accepted.
6. Tender received without EMD will not be accepted.
7. Please acknowledge the receipt of this letter and the enclosures.

Yours faithfully

Chief Engineer

LETTER FROM CONTRACTOR TO CHIEF ENGINEER

To

Date:

The Chief Engineer
L.I.C. of India
25, K.G. Marg,
Jeevan Prakash Building
Connaught Place,
New Delhi-111001

Subject: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building,Parliament Street,New Delhi.

Dear Sir,

- 1) Having examined the tender document, form of contract, schedule of quantities relating to, **Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building,Parliament Street,New Delhi.**
and having visited and examined the site of the proposed works & having acquired the requisite information relating there to as affecting the tender invited by you on behalf of the Life Insurance Corporation of India. I/We, the undersigned, hereby offer to execute, complete & maintain the proposed works on item rate basis in strict accordance with the contract condition & specifications for sum of Rs...../-
(Rupees.....)
only or such other sums as may be ascertained in accordance with the said conditions.
- 2) I/We, undertake to complete and deliver the whole of the works within the time stipulated in Appendix to Conditions of Contract under the obligation to pay the sum as stated in the Appendix to the General Conditions for every day/week that the works shall remain incomplete after the expiry of the aforesaid date as liquidated and ascertained damages as compensation subject to the Conditions of Contract relating to an extension of time.
- 3) I/We deposit, along with my/our tender an Earnest Money of **Rs. 1,65,000.00** /- in crossed demand draft on any Nationalised Bank payable at New Delhi. I/We, do hereby agree that this sum shall be forfeited to the Life Insurance Corporation of India in event of I/We fail to execute the Contract when called upon to do so.
- 4) In the event of the tender being accepted, I/We agree to pay LIC a sum @ **5% of estimated tender amount as Security Deposit.**

We further like to state that

- (a) I/we request you to convert earnest money deposit paid by us to the Life Insurance Corporation of India as a part of Security Deposit. We also agree that a sum of @ 7.5% of gross amount of each running account bill may further be deducted and accumulated till the sum along with the sum as already deposited as Earnest Money Deposit equals to the Total security Deposit as mentioned above.
 - (b) Alternatively, in lieu of total Security Deposit, I/we agree to furnish a lump sum Security Deposit in the form of Bank Guarantee from any Nationalised Bank located at New Delhi as per specimen given in **Annexure “A”** to conditions of contract, **within Twenty one days from the date of acceptance of tender**. This shall be in force till expiry of Defect Liability period with claim period of six month after expiry to Bank Guarantees.
 - (c) Alternatively, I/WE agree to furnish two bank guarantees of like amounts i.e. 50% of Total security deposit each within twenty one days from the date of acceptance of Tender. One shall remain in force till the period of virtual completion of work and the second one shall remain in force till the expiry of Defects Liability Period. In both the cases there shall be claim period of six months after expiry of Bank guarantee.
- 5) I/we, note that the Earnest Money Deposit of Rs.1,65,000.00 only would be refunded to me/us, on expiry of the validity of the tender or earliest at the discretion of the Chief Engineer in case my/our tender is not accepted.

Yours faithfully,

(Signature of the contractor
With official seal)

NAME OF THE PARTNER OF THE FIRM
OR
NAME OF PERSON HAVING POWER OF
ATTORNEY TO SIGN THE CONTRACT

(CERTIFIED COPY OF THE POWER OF
ATTORNEY SHOULD BE ATTACHED)

INSTRUCTIONS REGARDING SUBMISSION OF TENDERS

1. The enrolment form along with Credentials shall be submitted in a sealed envelope which should be clearly marked in bold letters as **“Envelope 1”**)

2. The EMD and tender fee in the form of DD shall be put in a separate sealed Envelope duly super scribed as **“Enrollment form Envelope 2”**

3. The portion of the tender dealing with the Technical Data, conditions of contract, description of materials/equipment etc. should be submitted in another envelope which should be clearly marked in bold letters as **“Technical Bid Envelope -3”**.

4. The Price Schedule indicating item rate for the work will be submitted in a sealed envelope which should be clearly marked in bold letters as **“PRICE BID Envelope -4”**.

On all the four envelopes the Name of the jobs and firms name should be clearly indicated and properly sealed. All the above four envelopes containing the Enrollment form, EMD/tender fee, “Price Bid” & “Technical Bid” should be put in one bigger envelope and submitted duly sealed superscripted as **“Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building, Parliament Street, New Delhi.**

1. The Enrollment form with credentials will be opened on day of opening of the tender. The cover containing the Technical and Price bid will opened later on. The date of opening of Technical and Price Bid will be intimated to the contractor subsequently.
6. Last date for receipt of tenders : **15.00 Hrs on 01-10-2015**
7. Contractors are requested to **put their firm’s endorsement on each page of the tender documents as token of perusal.**
Contractors should **fill in all the relevant blanks and put their signature** on the relevant places in the-
 - a) letter from Contractor to Chief Engineer
 - b) last page of the “Conditions of Contract”
 - c) Appendix to the “Conditions of Contract”
 - d) Last page of the “General Instructions to the Contractors”
 - e) Appendix to the “General Instructions to the Contractors”
 - f) Last page of the “Specifications”
8. The schedule of Quantities should be filled as follows:
 - a) The “Rate” column to be filled for each item both in figure and word.
 - b) “Amount” column to be filled for each item and the total amount for each page is to be mentioned.
 - c) All corrections to be initialled.
 - d) Contractors signature to be put on each page of the Schedule of Quantities and in the “Abstract Sheet”
9. No alterations or additions are to be made by the Contractors to the text of the Schedule of these tender papers. Violation of this instruction entails rejection of the tender at the discretion of the Chief Engineer.
10. Any tender which proposes any alterations to any of the condition/s laid down or which proposes any other conditions of any description whatsoever is liable to be rejected at the discretion of the Chief Engineer.

The contractor is required to check the numbers of the pages and should any page be found missing or in duplicate or the figure or writing indistinct, he must inform the Chief Engineer at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform Chief Engineer in order that the correct meaning may be decided upon before the date for the submission of the tender.

11. No liability whatsoever will be admitted or claim allowed in respect of errors in the Contractor's tender due to mistake in the Schedule of Quantities which should have been rectified in the manner described above.
12. The Articles of Agreement should not be filled in by the tenderer. This will be done at the time of the contract is awarded in case of the successful tenderer only on Non-Judicial stamp paper of requisite value as per the perform of Articles of Agreement
13. Earnest Money accompanying the tender will be accepted only in the form of **CROSSED DEMAND DRAFT** of any of the Nationalised Banks drawn in favour of the '**LIFE INSURANCE CORPORATION OF INDIA**' payable at **New Delhi** and not in favour of any other Authority. Any tender which is not accompanied by Earnest Money Deposit shall be summarily rejected.

No interest will be paid for the period during which the Earnest Money lies in deposit with the Employer.

14. Contractors are warned that cash or encashable cheque of Bank or Insurance Guarantee or Fixed Deposit receipt in lieu of the aforementioned form of Earnest Money remittance will not be accepted.
15. When there is a difference between the Quoted rates in figures and in words, the Quoted rates which correspond to the total Quoted Tender amount worked out by the contractor, shall be taken as correct. But when the amount is not worked out correctly, Rate in word will be taken precedence over the figures in case of discrepancy and amount of the tender item shall be worked as per rates written in words.
16. Contractors are forewarned that no errors whatsoever arithmetical or otherwise will be permitted in their tenders. Tenders containing errors are liable to be considered non-bonafide at the discretion of the Chief Engineer and may entail forfeiture of Earnest money.
17. Tenderers should note that their tenders should remain open for consideration for a minimum period of **THREE MONTHS** from the date fixed for the receipt of tenders.
18. The Life Insurance Corporation of India reserves the right to accept any tender or to accept tenders in part; to reject any or all tenders without assigning reasons thereof.
19. Contractors should fill in "Rate" and corresponding amount in the Schedule of Quantities, legibly in ink in both **FIGURES** and **WORDS**. Rate mentioned in the words shall be prefixed and suffixed by "Rs" and "only" respectively.

CONDITIONS OF CONTRACT

INTERPRETATIONS

- 1.0** 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:
- 1.1** “Employer” Shall mean **THE LIFE INSURANCE CORPORATION OF INDIA** and his (their) heirs, legal representatives, assignees and successors.
- 1.2** “**Executive Director (Engineering)**” shall mean the person occupying the post of Executive Director (Engineering) of the Corporation or his representative nominated by him.
- 1.3** “**Corporation’s Engineers**” shall mean such of Chief Engineers, Deputy Chief Engineers, Superintending Engineers and/or Executive Engineers of the Corporation, who shall from time to time be appointed by the Executive Director (Engg.) for supervising the above work carried out by the Contractor or for any purpose in connection therewith:
- 1.4** “**Contractors**” shall mean person who is awarded with the contract and his (their) heirs legal representatives, assignees and successors.
- 1.5** “**Site**” shall mean the site of the contract works as shown (bounded red) on the site plan attached hereto including any building and erection thereon and any other land adjoining thereto (inclusively) as aforesaid allotted by the Employer for the contractors use.
- 1.6** “**This contract**” shall mean the Articles of Agreement, these conditions, the priced Schedule of Quantities, the General Instructions to contractor, the specifications, the General Preambles, the Trade Preambles, the Appendix and the Drawings.
- 1.7** “**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.
- 1.8** “**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.
- 1.9** “**Virtual Completion**” shall mean that the work is complete, in the opinion of the Chief Engineer and fit for use.
- 1.10** Words importing persons include Firms and Corporations, words importing the singular only also include the plural and vice versa where the context so requires.
- 1.11** The titles of the clauses shall not affect or alter the meaning of clauses and are solely for the purpose of facilitating reference.
- 1.12** The following abbreviations shall be followed for the designations of various LIC Officers:

Designation	Abbreviation
Executive Director (Engineering)	: E.D (E)
Chief Engineer	: C.E
Chief Architect	: C.A
Deputy Chief Engineer	: Dy. C.E
Superintending Engineer	: S.E
Executive Engineer	: E.E

SCOPE OF CONTRACT

The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the Chief Engineer, who shall be the final authority. The Chief Engineer may, in his absolute discretion, issue further drawings and/or written instructions, details, directions and explanation, which are hereafter collectively referred to as “the Chief Engineer’s Instructions” 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 giving details of defects after completion.
- 2.1** The contractor shall forthwith comply with and duly execute all work comprised in such Chief Engineer’s Instructions provided always the verbal instructions, directions, and explanations given to the contractor or his representative upon the works by the CE or Corporation’s Engineers involving variation shall be confirmed in writing by the contractors within seven days. Rates of items not mentioned in the priced Schedule of Quantities shall be fixed by the CE. If compliance with the C.E’s instructions as aforesaid involves extra work and/or was beyond what was contemplated by the contract then unless the same were issued owing to some breach of this contract by the contractor, the Employer shall pay to the contractor the price of the said work as extra to be valued as hereinafter provided and/or expenses and/or loss.
- 3.0** The decision of the C.E or for minor matters such one or other of the Corporation’s Engineers as the CE shall appoint for that purpose, shall be final, conclusive and legally binding.

DRAWINGS AND SCHEDULE OF QUANTITIES

- 4.0** Two complete set of the Drawings and Specifications and schedule of Quantities shall be furnished by the CE to the contractors, and the CE shall furnish within such time as he may consider reasonable two copies of the additional Drawings, which in his opinion may be necessary for the 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 CE by the contractor before the issue of the certificate for the balance of his account under the contract. This contract and the signed Drawings, specifications and Schedule of Quantities shall remain in the custody of the CE and shall be produced by him as and when required by the contractor.

CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- 5.0** The contractor shall provide everything necessary for the proper execution of the work according to the intent and 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 contractors. Figured dimensions shall be followed in preference to scale. The contractor shall provide himself for ground and fresh water for the carrying out of the work at his own cost. The Employer shall not charge the contractor for his own unrented ground or for water of his own well. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or water obtained from elsewhere. The Employer's tube wells, if any, shall not be available for contractors use. The contractor shall make his own arrangements for water required for work and installation of power pump and pipe line.
- 5.1** The contractor shall supply, fix and maintain at his cost during the execution of any work all the necessary centring, 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 centring, 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 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 Chief Engineer.

AUTHORITIES NOTICES AND PATENTS:

- 6.0** The contractors shall conform to the provisions of any Acts of the Legislature relating to the work and to the Regulations and By-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 seven days receive such instructions, he shall proceed with the work conforming with the provisions, Regulations or Bye-Laws in question.
- 6.1** In particular, the contractors shall be responsible to register themselves under the contract Labour (Regulation & Abolition) Act 1970 and Rules there under and 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.
- 6.2** The contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and to pay to such Authority or to any Public Office all fees that may be properly chargeable in respect of the work and lodge the receipts with the Chief Engineer.

- 6.3** 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.
- 6.4** The contractor should observe that his work shall not cause any nuisance to the Public in general and to the neighbouring occupants in particular.
- 6.5** Should the contractor desire to work on Sundays, Holidays and during night, permission in writing from the Executive Engineer/ Suptd. Engineer must be obtained in time. It shall be the responsibility of the contractor to obtain permission from Civil Authorities, if necessary.

SETTING OUT WORK:

- 7.0** 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 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 expense rectify such error, if called upon, to the satisfaction of the Chief Engineer.

CONTRACTOR IMMEDIATELY TO REMOVE OFFENSIVE MATTER:

- 8.0** 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.

MATERIALS TO BE BEST:

- 9.0** All materials, equipments used in this work shall be new and of the highest class of their kind and shall be suitable in every way, for the services required & shall be generally comply to the relevant Indian standard wherever they exist & in case no IS exist the item shall be approved by the L.I.C. of India before its incorporation in the work. All materials and workmanship shall, so far as procurable, be of the respective kind, described in the priced Schedule of Quantities and/or Specifications and in accordance with the instructions of the Chief Engineer and the Corporation's Engineers and contractor shall upon the request of CE, furnish them with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The contractor shall, at his own cost, arrange for and/or carry out any test of materials the Chief Engineer may require.

ACCESS:

- 10.0** Any of the Corporation's Engineers as the CE may for that purpose appoint and the Employers shall at all reasonable time has 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 and their representatives 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 C.E.

- 10.1** 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 CE for doing so.

SUPERVISION AND FOREMAN

- 11.0** The contractor shall give all necessary personal supervision during the execution of the work and as long there after as the CE may consider necessary until the expiration of the “Defects Liability Period” stated in the Appendix hereto. The contractor shall also during the whole time the work is in progress employ a competent foreman approved by the CE, who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, instructions or notice given by the CE to such a foreman shall be deemed to be given to the contractor.

CLERK OF WORKS

- 12.0** The term Clerk of works/Engineer-in-charge shall mean the person approved by the CE and appointed and paid by the Employer, acting under the orders of the CE to Superintend the work. The contractor shall afford the clerk of Works/Engineer-in-charge every facility and assistance for examining the work and the materials and for checking and measuring time and materials. Neither the Clerk of Works nor any representative of the CE shall have power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations or omissions or an extra work, whatever, except in so far as such authority may be specially conferred by a written Order of the CE.
- 12.1** The Clerk of Works or any representative of the CE shall have power to give notice to the contractor or to his Foreman of non-approval of any work or materials and such works shall be suspended or the use of such materials shall be discontinued until the decision of the CE is obtained. The work will from time to time be examined by the CE and the Corporation’s Engineers, the Clerk of Works, but such examination shall not in any case exonerate the Contractor from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.

DISMISSAL OF WORKMAN

- 13.0** The contractor shall, on the request of the CE, immediately dismiss from the work any person Employed thereon, who may, in the opinion of the CE, 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 CE.

DATE OF COMMENCEMENT AND COMPLETION

- 14.0** The contractor shall be allowed admittance to the site on the “Date of Commencement” stated in the Appendix and he shall thereupon and forth with begin the work and shall regularly proceed with and complete the same on or before the “Date of Completion” stated in the Appendix, subject nevertheless to the provisions for extension of time hereinafter contained.

Jeevan Tara-1600 KVA Package substation
ASSIGNMENT

- 15.0** 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 of the contract or from the full and entire responsibility of the contract or from the active superintendence of the work during its progress.

SCHEDULE OF QUANTITIES

- 16.0** The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with standard practice unless otherwise mentioned in the Specifications and shall be considered to be approximate and no liability shall attach to the Employer for any error that may be discovered therein.

SUB-CONTRACTORS

- 17.0** All Specialist Merchants, Trade men 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.
- 17.1** No nominated Sub-contractor shall be employed on or in accordance 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.

VARIATIONS

- 18.0** The contractor may when authorised and shall when directed, in writing by the CE or such one or more of the Corporation's Engineers, whom the CE may for that purpose appoint, add to, omit from 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 addition, omission or variation without such authorisation or direction. A verbal authority or direction by the CE, if confirmed by the contractor in writing within seven days, is deemed to have been given in writing.
- 18.1** No claim for an extra shall be allowed unless it shall have been executed under the provision of Clause (6) or by the authority of the CE as herein mentioned. Any such extra is herein referred to as an authorised extra. No variation, i.e. Additions, omissions or substitutions shall vitiate the contract.

18.2 The rates of items not included in the Schedule of Quantities shall be settled by the CE in accordance with the following rules.

- 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 original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of work are carried out, the price for the same shall be valued under (c) hereof.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of “Works are carried” out or if the amount of any omission or addition 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 the work involves loss or expenses beyond that reasonably contemplated by the contractor is by reason of such omission or addition rendered unreasonable or inapplicable, the Chief Engineer shall fix another rate or price as in circumstance he shall think reasonable and proper.
- d) Where extra work can not 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 daily time (and if required by the C.E. the names of workmen employed) and materials incorporated be delivered for verification to the C.E. or his representative at or before the end of the week following that in which the work has been executed. The CE 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.

18.3 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 (27) hereof.

THIRD PARTY WORKS, DAMAGE TO NEIGHBOURING PROPERTY AND WORKMEN’S COMPENSATION:

19.0 The contractor shall be responsible for all injury to persons, animals or things, and for all damages 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 whatever 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.

- 19.1.** The contractor shall reinstate all damage 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.
- 19.2** 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 and shall at his own expense arrange to effect and maintain until the Virtual Completion of the contract with “any Nationalised 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 CE from time to time during the currency of the contract. 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 contract, with “any Nationalised 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 CE from time to time during the currency of the contract. 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.
- 19.3** 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.
- 19.4** The Employer shall be at liberty and is hereby empowered to deduct fully the amount of any damages, compensation costs, charges and/or expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or to become due to the contractor.

DELAY AND EXTENSION OF TIME

- 20.0** In the opinion of the CE, whose decision shall be final, conclusive and binding, the works be delayed (a) by force Majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by, or disputes with, adjoining or neighbouring owners, or public authorities, or (d) by the work or delays of other contractors or tradesmen engaged by the Employer or the CE and not referred to in the Schedule of Quantities and/or Specifications, or (e) by reason of CE’ instructions as per Clause No.2, or (f) by reason of Civil Commotion, local commotion of workman or strike or lockout affecting any of the building trades, or (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, or (h) from other causes which the CE may certify as beyond the control of the contractor, or (I) by reason of non-payment of interim certificate at specified time, the CE shall make a fair and reasonable extension of time for completion of the contract. In case of strike or lock out the contractor shall give written notice thereof to the CE as soon as possible but he shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the ED(B)/ CE to proceed with the work.

DAMAGE FOR NON-COMPLETION

- 21.0** If the contractor fails to complete the work by the date of completion stated in the “Appendix to Conditions of Contract” or within time properly extended under Clause (20) 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 of amount specified in the Appendix to the conditions of Contract tender document, the Life Insurance Corporation of India shall be at liberty to rescind the contract and to get it completed entirely at the risk and cost of the contractor through any agency it decides to appoint. All extra expenses incurred shall be recoverable from the money due to contractor or lying to his credit with Life Insurance Corporation of India against the present or any other contract.

FAILURE BY CONTRACTOR TO COMPLY WITH CE’S INSTRUCTIONS

- 22.0** If the contractor after receipt of written notice from the CE, requiring compliance with such further Drawings and/or his instructions, fails within 7 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 costs incurred in connection therewith shall be recoverable from the contractor by the Employer on certificate by the CE as a debt or may be deducted by him from any money due or to become due to the contractor.

MEASUREMENT OF WORKS

- 23.0** The EE may, from time to time, intimate the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the EE or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.
- 23.1** Should the contractor not attend or neglect or omit to send such representative, then the measurements taken by the EE or representative shall be taken to be correct measurements of the work. Wherever not specified in the “Schedule of Quantities or elsewhere” the mode of measurements shall be in accordance with the latest brochure issued by the Indian Standards Institution (now renamed as Bureau of Indian Standards) on “Method of measurement of Building Works”.
- 23.2** The contractor or his representative may, at the time of measurement, take such notes and measurements as he may require.
- 23.3** All authorised extra work, omissions and all variations made without the Chief Engineer’s knowledge, if subsequently sanctioned by him in writing, shall be included in such measurement.

PAYMENTS, VIRTUAL COMPLETION

- 24.0** The contractor shall be paid by the Employer, from time to time, by instalment under Interim Certificate to be issued by the EE/SE to the Contractor on account of the work executed, when in the opinion of the EE, work to the approximate value named in the Appendix to the conditions of Contract as “Value of work for Interim certificate” (or less at the reasonable discretion of the Executive Engineer/ Suptd. Engineer) has been executed in accordance with this contract, subject however to a retention of the percentage of such value mentioned in Appendix to the Conditions of Contract hereto as “Retention percentage on account of Security Deposit”. 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. The EE may include 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, after satisfying price of materials on basis of vouchers/bills submitted by the contractor.
- 24.1** In case any materials have been supplied by the Employer to the contractor in connection with the work, necessary recovery for the same shall be effected from the bills of the contractor by the CE at the issue rates of such materials as stipulated while calling for tenders and in other cases at a stock rate or market rates of such materials, whichever is higher. The contractor will, however, not be entitled to modify his rates for items of work requiring use of such materials and when the work has been virtually completed and the CE shall have certified in writing that it has been so completed on the basis of detailed measurements and after obtaining written endorsement by the CE that the Deputy Chief Engineer has made a final Scrutiny and that there are no disputed items, rates of quantities, the contractor shall be paid by the Employer in accordance with certificate to be issued by the CE the sum of money named in the Appendix as “Instalment after Virtual Completion” and the contractor shall be entitled to the payment of the final bill in accordance with the final certificate to be issued in writing by the Deputy Chief Engineer with the approval of the CE with expiration of the period referred to as “Defects Liability Period”, in the Appendix to Conditions of Contract hereto from the date of Virtual Completion or as soon after the expiration of such period as to work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall last happen.
- 24.2** Provided always that the issue by the EE of any certificate during the progress of the works or at after their completion shall not relieve the contractor from his liability under Clause (2) in cases of fraud, dishonesty or fraudulent concealment relating to the work or materials or to 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 Deputy Chief Engineer or Executive Engineer/ Suptd. Engineer shall of itself be conclusive evidence that any work or materials to which it related are in accordance with the contract.
- 24.3** The Deputy Chief Engineer may by any certificate, make any correction in previous certificate which shall have been issued by the Executive Engineer/ Suptd. Engineer.
- 24.4** Payment upon the EE’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.

- 24.5** The CE shall have power to withhold any certificate if the work or any part thereof are not being carried out to his satisfaction.

UNFIXED MATERIALS WHEN TAKEN IN TO ACCOUNT TO BE THE PROPERTY OF THE EMPLOYER

- 25.0** When in any certificate of which the contractor has received payment, the E.E has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of Employer (for any loss or damage to which the contractor shall be responsible) and they shall not be removed from the site except for the use on the work without the written authority of the E.E.
- 25.1** All tools, plant 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 EE in writing. The Employer shall have a lien of these materials and plant.

REMOVAL OF IMPROPER WORK

- 26.0** The CE 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 times as may be specified in order of any materials, which in the opinion of the CE, are not in accordance with the Specifications or his 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 Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto as certified by the EE shall be borne by the contractor or may be deducted by the Employer from any moneys due or that may become due to the contractor.

CERTIFICATE OF VIRTUAL COMPLETION

- 27.0** The work shall not be considered as completed until the CE has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.

DEFECTS AFTER COMPLETION

- 28.0** The defects, shrinkage, settlements or other faults, which may appear within “the Defects Liability Period” stated in the Appendix to the conditions of Contract hereto or if not stated then within 12 months after virtual completion of the work, arising in the opinion of the CE who shall be the final authority for materials or workmanship not in accordance with the contract shall, upon the directions in writing of the CE 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 Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other defaults, and all damages, loss and expenses

consequent thereon or incidental hereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, on the CE's certificate in writing from any moneys due or that may become due to the contractor, or the Employer may, in lieu of such amending and making good by the contractors, deduct from any money due to the contractor a sum to be determined by the CE equivalent to the cost of amending such work and in the event of the amount retained under Clause No.24 being insufficient recover the balance from the Contractor together with any expenses the Employer may have incurred in connection therewith. 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. 17 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 provisions of this clause notwithstanding the signing by the Executive Engineer/ Suptd. Engineer of any certificate or the passing of any accounts.

CHIEF ENGINEER MAY DELAY PROGRESS

- 29.0** The CE may delay the progress of work in case of rains or otherwise without vitiating the contract and grant such extension of time for completion of the contract as he may think proper and sufficient in consequence of such delay and the contractor shall not make any claim for compensation or damage in relation thereto.

PROVISIONAL SUMS, APPLICATION OF:

- 30.0** For all the work listed under items for which provisional sums are provided in the tender, the Employer reserves the right to invite separate tenders or select or order from any manufacturer or firms at the discretion of CE, and the Employer reserves the right to himself the right of paying direct to persons or firms for any such work. The General Building 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.

OTHER PERSONS ENGAGED BY THE EMPLOYER

- 31.0** 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.

SUSPENSION BY THE CONTRACTOR

- 32.0** 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 shall be 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 days after such notice given to proceed with the work as therein prescribed, the Employer may proceed as provided in Clause No.33.

DETERMINATION OF CONTRACT BY EMPLOYER

- 33.0** If the contractor (being an individual or a firm) commit any “Act of Insolvency” or shall be adjudged an 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 Co.) 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 unable within 7 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 Co.) 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 of 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 14 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 remove the materials from the site or to pull down and replace the work within 7 days after receiving from the CE a written notice that the said materials or work were condemned or rejected by the CE under those conditions, or
 - e. 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 days after

written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or

- f. 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.

33.1 Then and in any of the said causes the Employer notwithstanding any previous waiver after giving 7 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 with the consent of the CE, 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 roads 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, or 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 days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the contractor for the amount so realized. The CE shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the expenses 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.

TERMINATION OF CONTRACT BY CONTRACTOR

- 34.** If payment of the amount payable by the Employer under any certificate of the CE as provided for hereafter shall be in arrears as unpaid for 60 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.

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.18 hereof.

DISPUTES TO BE FINALLY DETERMINED BY CHIEF ENGINEER

35. The Instructions, Decision, Opinion, Direction, Certificate, or Valuation with respect of all or any of the matters under Clauses (2), (6), (9), (15) and (20)(a), (b), (c), (d), (f) & (h), (28),(32),(33) and (37) hereof (which matters are herein referred to as **EXCEPTED MATTERS**) of the C.E. 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 in the same in all respects (including the provision) as to opening the reference as if it were a decision of the CE under Clause No. 38.

SECURITY DEPOSIT

- 36.0 Amount towards Security Deposit shall be calculated as per the details given below. 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 R.A. bills at the rate of 7.5% of gross amount of bill on which no interest shall be payable by the Corporation.
In case of Bank Guarantee option, the contractor shall furnish one Bank Guarantee for full amount of Security Deposit valid till defects liability period is over. Alternatively he may furnish two Bank Guarantee of like amounts each equal to half the Security Deposit, one valid till virtual completion of work and the other till defect liability period. The Bank Guarantee 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 site. Bank Guarantee shall be executed as per the specimen given in the perform as per the **Annexure –A**
- 36.1 50% of the Security Deposit 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.
- 36.2 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 there of required to be made by the employer as per the conditions of contract.
- 36.3 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.
- 36.4 If two Bank Guarantees in lieu of Security deposit are furnished, one of the Bank Guarantees will be released after the certificate of Virtual completion is issued to the contractor and second shall remain in force till the satisfactory completion of Defects Liability Period.
- 36.5 Contractor should note that he shall keep the security deposit replenished at 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.
- 36.6 The contractor should note that no interest will be allowed on any part of the Security deposit.
- 36.7 No deductions will be effected from the bills when the total security is deposited in the form of Bank Guarantee (s) and the E.M.D shall be refunded after acceptance of Bank Guarantee (s).

- 36.8** In the event of failure by the contractor to submit Bank Guarantee (s) by the specified / extended date, deduction of Security deposit shall be effected from the R.A Bills automatically.
- 36.9** In all cases of Bank Guarantee, there shall be further provision of claim period of 6 months.
- 36.10** If the contract period gets extended for any reason whatsoever, it will be the liability / responsibility of the contractor to get bank Bank Guarantee (s) validity period suitably extended otherwise requisite Security Deposit deduction will be effected from Running Account Bills or encashment of Bank Guarantee without any notice automatically.
- 36.11 PERFORMANCE BANK GUARANTEE :** The performance bank guarantee if applicable shall be furnished only in the form of Bank Guarantee on any Nationalised / reputed Scheduled Bank. The performance bank guarantee shall be valid up to the scheduled period of contract with a provision of further claim period of six months. In case the contract is extended the Performance Guarantee shall also be extended.
In case of failure by the contractor to furnish the Performance Guarantee within the specified period or extended period Corporation shall without prejudice to any other right or remedy available in the law be at liberty to cancel the Tender and forfeit the Earnest Money Deposit.

DETERMINATION OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

- 37.** 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 not claimed 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 be, in any case, be returned to the Employer) the cost of handling and cartage charges for removal from the site.
 - c.** If upon the determination of the contract under this conditions, the contractor is of the opinion that he has suffered hardship by reason of the operation of these conditions, he may refer the circumstances to the Chief Engineer, who on being satisfied that such hardship exists or has existed, shall make such allowances, if any as in his opinion is reasonable, and his decision shall be final and conclusive. Only such of the above claims as are deemed reasonable and are supported by vouchers shall be admitted by the CE.

SETTLEMENT OF DISPUTES ARBITRATION

- 38.** All disputes and differences of any kind whatsoever arising out of or in connection with the contract or 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 and settled by the Chief Engineer, who shall state his decision in writing. The decision of the CE with respect to any of the EXCEPTED MATTERS shall be final and without appeal as stated in Clause No. 35, but if the contractor be dissatisfied with the decision of the CE on any other matter, the question of dispute of any kind (except any of the EXCEPTED MATTERS) or to the withholding by the CE of any payment to which the contractor may claim to be entitled, then and in any such case, the contractor shall within 28 days after receiving notice to such decision give a written notice to the Employer requiring that such matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no other shall be and is hereby to be referred to the Arbitration and final decision of a single Arbitrator, or to the Arbitration of two Arbitrators one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden or reference appoint an Umpire. The qualification of the Arbitrator/Arbitrators/Umpire shall be:
- a.** Fellow of the Institution of Engineers(India) or
 - b.** Fellow of the Institution of Architects or
 - c.** Member of the Institution of Surveyors (India).
- 38.1** The Arbitrator, the Arbitrators or the Umpire shall have to open up review and revise any certificate, opinion, Decision, Requisition or Notice, save in regard to the EXCEPTED MATTERS referred to in Clause No. 35 and to determine all matters in dispute which shall be submitted to him or them and of which notice shall have been given as aforesaid.
- 38.2** Upon every or any such reference, the cost of Arbitration incidental to the Reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators or the Umpire who may determine the amount whereof or direct the same to be taxed as between Attorney and Client, or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any Statutory Modification thereof. The award of the Arbitrator, Arbitrators or the Umpire shall be final and binding on the parties. Such reference except as on the withholding by the CE of any payment under Clause No.24 shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the work arising from any cause unless with the written consent of the Employer and contractor. Provided always that the Employer shall not withhold the payment of the Interim certificate nor shall the contractor except with the consent in writing of the Chief Engineer, in any way delay the carrying out of the work by reason of any such matter, the question or dispute being referred to Arbitration but shall proceed with the work with all due diligence and shall until the award of the Arbitrator or Arbitrators or the Umpire shall be given abide by the decision of the CE and no award of the Arbitrator or Arbitrators or the Umpire shall relieve the contractor of his obligations to adhere strictly to the CE's instructions with regard to the actual carrying out of the works. The contractor hereby also agrees that Arbitration under this clause shall be a condition precedent to any right of action under the contract.

LOANS (APPLICABLE TO CONTRACTS COSTING RS. 10 LAKHS AND OVER)

- 39.0** Loans 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.
- 39.1** A lump sum amount not exceeding 5% of the contract sum may be advanced against a Bank Guarantee (for the equivalent amount of loan advanced PLUS simple interest at 16% per annum for 75% (3/4) of the contract Period PLUS 1% on the loan amount for the cost and legal expenses, etc.) from any Nationalised/ Approved Scheduled Bank located at the place where the job is located or the Zonal Headquarters of the Life Insurance Corporation of India within whose jurisdiction the job is located, as per specimen attached herewith (**Annexure-B**) and at the rate of 16% (sixteen percent only) interest per annum payable half yearly compounded. The advance shall be utilised by the contractor for the purpose of this contract only and for no other purpose.
- 39.2** The amount of loan, which may be given to the contractor, shall be at the sole discretion of Life Insurance Corporation of India.
- 39.3** Recovery of the sums advanced by way of loan as in 39.1 and 39.2 above and of interest, cost and legal expenses thereon, shall be made by deduction from the contractor's running account bills in suitable percentages in relation to the progress of work as fixed up by the CE subject to the condition that 50% of the loan together with interest, cost and legal expenses shall be recovered before 50% of the work is completed and entire amount of loan with interest, cost and legal expenses, thereon, shall be fully recovered by the time the work amounting to 75% 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 expense, 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.
- 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 only together with 16% interest for the remaining period and 1% of outstanding loan amount towards cost of legal expenses.

SALES TAX ON WORKS CONTRACT

- 40.** "Net effect due to sales tax on works contract as may be levied by the Government as also sales tax on materials to be used in the work at the rates prevailing at the same time of their purchase shall be borne by the contractor and quoted rates should allow for the same. Deduction of sale taxes on works contract at source shall be made by LIC as per provision prevailing from time to time while making payment of bills and remitted to the concerned taxation authority on behalf of the contractor.

ANNEXURE “A”
FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/EMD
(Refer clause 36 .0 of Conditions of Contract)

TO: LIFE INSURANCE CORPORATION OF INDIA

In consideration of the Life Insurance Corporation of India having its..... Northern 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.dt.....) made between M/s.....(hereinafter called “the said contractor) and the Corporation in connection with.....(hereinafter called the said contractor) to accept a Deed of Guarantee and Indemnity as herein provided for Rs. from the.....(name of the Bank) 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 term and conditions contained in the said contract, we,.....(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 by the Corporation by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and/or in respect of all its claims for money and/or material found due and recoverable from the said contractor in respect of the said contract and to unconditionally pay the amount claimed as such by the Corporation on demand and without demur to be extend 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 on account of thereof and the decision of the Corporation that the said contractor has committed such breach or breaches and as to the amount or amounts 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 shall be final and binding on us.
- 3 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 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 even for this provision have the effect of so releasing the Bank from its such 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 unrealised.
- 5 Notwithstanding anything to the contrary hereinbefore contained the Bank's liability hereunder shall not exceed Rs..... (Rupees..... only). The Guarantee shall remain in force till the.....day of the year unless a claim or demand under this guarantee is made or presented to the Bank within 6 months from the expiry date i.e. on or before..... All rights of Corporation under this guarantee shall cease and the Bank Guarantee shall be released and discharged from all liabilities thereafter.
- 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 & 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)

Dated:.....

ANNEXURE “B”
LIFE INSURANCE CORPORATION OF INDIA
(Refer clause 39.1 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..... Northern 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.....dt.....) made between M/s.....(hereinafter called “the said contractor) and the Corporation in connection with.....(hereinafter called the said contractor) to accept a Deed of Guarantee and Indemnity as herein provided for Rs. from the.....(name of the Bank) 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 term and conditions contained in the said contract, we,.....(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 by the Corporation by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and/or in respect of all its claims for money and/or material found due and recoverable from the said contractor in respect of the said contract and to unconditionally pay the amount claimed as such by the Corporation on demand and without demur to be extend aforesaid.

2.0 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 on account of thereof and the decision of the Corporation that the said contractor has committed such breach or breaches and as to the amount or amounts 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 shall be final and binding on us.

3.0 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 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 even for this provision have the effect of so releasing the Bank from its such liability.

- 4.0 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 unrealised.
- 5.0 Notwithstanding anything to the contrary hereinbefore contained the Bank's liability hereunder shall not exceed Rs..... (Rupees..... only). The Guarantee shall remain in force till the.....day of the year 2000 unless a claim or demand under this guarantee is made or presented to the Bank within 6 months from the expiry date i.e. on or before..... All rights of Corporation under this guarantee shall cease and the Bank Guarantee shall be released and discharged from all liabilities thereafter.
- 6.0 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 & 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 :

*** 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
 legal representatives).

*** For Partnership concerns :**

1. Shri.....son of
resident of

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

*** For companies :**

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 assigns).** Please
 fill in the name of any Nationalised Bank.

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at..... this..... Day of20 between **THE LIFE INSURANCE CORPORATION OF INDIA**, a body corporate constituted and established by the Life Insurance Corporation Act. 1956 (Act 31 of 1956) having its Central Office at “Yogakshema”, Jeevan Bima Marg, Mumbai and its Zonal Office at Jeevan Bharati Buildings, New Delhi hereinafter called the Employer (which expression shall include its successors and assignees wherever the 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 (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 Rupees-..... 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 at the times 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 on their part respectively in such conditions contained.
4. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in New Delhi (Zonal Head quarters) and only the Court in New Delhi (Zonal Head quarters) shall have jurisdiction to determine the same.
5. This contract comprises
 - i) Tender documents serial pages.....
 - ii) Subsequent Correspondences 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 Engineers, North Zone, Life Insurance Corporation of India, New Delhi. The said Officer is hereby authorised to sign and initial on behalf of the Employer, the documents forming part of this contract.
7. IN WITNESS WHERE OF THE official seal of LIFE INSURANCE CORPORATION OF INDIA, Northern Zonal Office, was thereto affixed and signed on its behalf by its Zonal Manager and the Contractor/s has/have signed this Agreement on the dates respectively mentioned against their signature in the presence of the following witnesses:

In the presence of

Signed by Zonal Manager

or

His Authorised Representative

FOR AND ON BEHALF OF THE LIFE INSURANCE CORPORATION OF INDIA

Date:

1. Signature :
Name :
Address :
2. Signature :
Name :
Address :
In the presence of

Signed by
FOR AND ON BEHALF OF
THE CONTRACTOR
M/S.....
.....
.....
Date :

1. Signature :
Name :
Address :
2. Signature :

ADDITIONAL CONDITIONS OF CONTRACT

1. In case any variation or discrepancy is found between the description in the Schedule of Quantities and that in specifications, the Schedule of Quantities will take precedence over the specifications. However, the contractor shall immediately bring such a discrepancy to the notice of Executive Director (Engg.) before proceeding with such item and obtain his decision thereon.
2. **Quantities Provisional:** All quantities in the Schedule are provisional and likely to increase or decrease. Some of the items may be omitted altogether. No claim what so ever shall be entertained on this account for increase and decrease of quantities.
3. **Method of Measurement:** Mode measurement shall be generally in accordance with the current Indian Standard Method of Measurements of Building Works unless otherwise stated in the tender. Where otherwise stated, the provisions made in this contract shall hold good. In particular, unless otherwise stated: -
 - (a) All work is measured NET as fixed in its place.
 - (b) The Description given of each item shall be held to include loading, conveyance and delivery unloading carrying in storing, hosting all labour, setting fixing and fitting in position, making straight, cutting waste, return of packing and all other labour and everything else necessary for the proper completion of each item and for supervision, establishment charges and profit etc.
 - (c) All measurement of cutting shall be held to include for the consequent wastage on the materials used.
 - (d) Rates quoted shall include for hoisting to and work at all levels and lift of materials shall not form any criterion for any extra claims.
4. **Description of items:** Clarification : Description of item shall mean its description in all relevant parts of the tender including that described in these special conditions preambles under each trade, General specifications, General instructions, etc, Every care is taken to describe an item as clearly as possible . If meaning of any of the item is not clear, the contractor is advised to have the clarification in writing from the office of the Executive Director (ENGG.) , Life insurance Corporation of India , Central Office Yogakshema, Jeevan Bima Marg. Bombay- 400 021 , before submitting tenders.
5. **Interpretation of Terms :**
 - (a) Whatever the words “Directed” as required selected or words of like effect are used, it is to be understood that the selection, direction or requirements of the Executive Director (Engg.) are intended.
 - (b) The words “ approved “ “Satisfactory “ or words of like effect shall mean approved by or satisfactory to the Executive Director (Engg.) who approval must first be obtained before the materials ordered or the works to which the words referred to are put in hand .
 - (c) The word allow shall mean that the contractor shall include in his rates for the particular matter referred to.
 - (d) The words ‘as described’ shall mean the descriptions in the trade preambles, specification, general instructions, etc.
 - (e) The words ‘Ditto’ wherever used in the Schedule includes the whole of the work described in detail in the preceding item but with such modifications as may be specifically mentioned.

6. **Price Fluctuation:** Rates quoted by the contractor as accepted by us shall be firm throughout the currency of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to variation in cost of materials or labour.
7. **Wastage:** All wastage shall be to the contractor's account. However, Chief Engineer reserves the right to accept back any cut pieces at his sole discretion.
8. The work involved calls for a high standard of workmanship combined with speed.
9. **Time and Progress Chart :**
 - (a) The Contractor shall submit his version of time and progress chart fitted within the specified overall period of completion (as stated in Appendix to Conditions of Contract) within 15 days of the communication of acceptance of the tender, for the approval of the Chief Engineer. In default of the contractor furnishing the. Time and Progress Chart within the Period stipulated above the Executive Engineer/ Suptd. Engineer on his behalf may prepare the Time and Progress Chart and furnish it to the Contractor which will be binding on him.
 - (b) Ancillary works, should be so started that all such works are completed before the specified overall contractual period of completion.
 - (c) Any failure on the part of the contractor to adhere to the starting and completion dates of individual items mentioned on the chart shall entail application of liquidated damages clause in whole or part at the discretion of the Chief Engineer not with – standing the overall period of completion stated in the Appendix to the Condition of Contract.
10. While fixing rates for extra items under Clause No. 18.2 © of conditions of contract 15% shall be allowed on cost of materials and labour to cover all supervision, overheads and profits.
11. The Chief Engineer reserves the right to fix the order in which the various items of work involved in this contract are to be executed and contractor shall comply with the same. There shall be no extra claims on account of this.
12. Contractor should ensure that each and every quoted rate is workable and self supporting. If called upon by the Chief Engineer, detailed analysis of any of all the rates shall be submitted. The Chief Engineer is not bound to recognise contractor's analysis and reserves the right to reject abnormal rates quoted by the contractor. In case there are inconsistencies in the rates for items of same description quoted in the different parts of the Schedule of quantities, the lowest of such rates will be considered as the rate for all such items unless the Chief Engineer finds that there is justification for such inconsistent rates.
13. All equivalent alternative materials to be used in the job will have to be approved by the Chief Engineer, L.I.C. of India, NZO, New Delhi before it is actually used if any item is installed without prior approval the Contractor may be asked to dismantle such item / items and direct to use new materials as specified in the tender.

Chief Engineer

Signature or Contractor

AMENDMENT TO THE CONDITIONS OF CONTRACT

Subject: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building, Parliament Street, New Delhi.

1. Rates for extra items :-

While fixing rates for extra items under clause No. 18.2 (c) of conditions of contract, 15% and no more shall be allowed on cost of materials and labour to cover all supervision overheads and profits.

No interest whatsoever will be paid by the **LIFE INSURANCE CORPORATION OF INDIA** on any account that may become due to be paid or refunded to the contractor under this contract.

Signature of Contractor

Chief Engineer

SPECIAL CONDITIONS OF CONTRACT

Subject: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building, Parliament Street, New Delhi.

1. **EARNEST MONEY:** Tenders should be submitted together with a sum of **Rs 1,65,000.00 /- (One lacs sixty five thousand only)** only, towards Earnest Money Deposit. Payable by Demand Draft. The official receipt for each payment of Earnest Money Deposit should be attached with the tender. Demand Draft should be drawn only in favour of LIFE INSURANCE CORPORATION OF INDIA payable at New Delhi and not in the name of any officer of the Corporation.
Tenders submitted without earnest money will be considered as non- bonafide and shall be liable to be rejected.
2. **VALIDITY:** Tenders should be open for consideration for **Three months** from the last date of receipt of tenders.
3. **UNSUCCESSFUL TENDERS :** In case of unsuccessful tenders , the EMD [Earnest Money Deposit] will be refunded within one Month of acceptance of any of the tenders.
4. **SUBMISSION OF TENDERS:** Tenders [enrolment form, EMD , Technical Bid and Price bid should be submitted in a sealed cover along with the enquiry letter and super scribed **“Re: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building, Parliament Street, New Delhi.**
to the **Chief Engineer, LIC OF INDIA , Engg Department, 25. K.G. Marg, Jeevan Prakash Building, Connaught Place, New Delhi-11001** Last date and time of receipt of sealed tender will be 15-00 Hrs. On 01-10-2015. Tenders received after the last date of receipt as mentioned above, will be liable to be rejected.
5. **COMPLETION TIME :** The entire work including Supplying, Installation, Testing & Commissioning of all the equipments shall be completed in all respects within **04 Months from the date of commencement of work**
6. **OVER –RIDING & PRINTED CONDITIONS:**
 - (a) Any over riding conditions imposed by the tenderer, having financial implications otherwise are liable to render the tender non-bonafide .
 - (b) Any printed Conditions of the tenderer on his letterhead or otherwise will be ignored and will not be accepted. Tenders should send their quotations on paper containing no printed conditions.
7. **IMPORT LICENCE:** The LIFE INSURANCE CORPORATION OF INDIA does not undertake to make available foreign exchange or actual users’ import licence for any components of Equipment. The contractor should arrange to import of such components on their import licence.
8. **CONTROLLED ITEMS :** The LIFE INSURANCE CORPORATION OF INIDA does not undertake to give assistance for procurement of any controlled items, such as G.I. Sheets, MS. Plates , etc, and the same will have to be procured by the tenderer from his own source .
9. **THE LOWEST TENDER :** The LIFE INSURANCE CORPORATION OF INDIA reserve the right to reject any or all tenders without assigning any reason whatsoever.

10. TERMS OF PAYMENT :

Payment shall be made based on actual progress of the work and submission of bills by the contractor. The Tenderers are advised to take note of this and quote accordingly

11. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION :

Liquidated damage will be @ 1% of the estimated cost of tender per week of delay subject to a maximum of 10 % of contract sum Reasonable extension of time may be considered for delays due to following :-

- (a) Force majeure OR
- (b) From other causes which the LIC OF INDIA may certify as beyond the control of the contractor .

12. GUARANTEE :

The Successful tenderer should give a guarantee against defective workmanship, defective material and defective performance for a period of 12 months to be reckoned from the date the entire installation is commissioned and handed over. Any defect or defect in performance, workmanship, or material noticed during this guarantee period should be rectified and / or replaced by the contractor under this contract free of cost to LIFE INSURANCE CORPORATION OF INDIA. Any emergency breakdown calls /rectification in the work to be done during this period of 12 months will also have to be attended to by the contractor at his own cost.

13. DRAWINGS & OPERATING INSTRUCTIONS :

The drawings for the layout of the equipment etc will have to be submitted by the successful tenderer within 15 days of the date of Acceptance Letter, for approval to the Chief Engineer, LIC of India.

- 14. SPARES :** You are requested to include separately cost of normal spares recommended by you which are required for replacement for a period of one year with the list of spare parts,

- 15. TRAINING TO STAFF:** The Contractor shall train a person nominated by the LIFE INSURANCE CORPORATION OF INDIA during the erection of the equipment at a site , free of cost to the LIFE INSURANCE CORPORATION OF INDIA, regarding operation and maintenance of the various equipment being erected , The person shall be supplied with a set of necessary literature , operating , instructions , wiring diagrams etc, so that at a later date he is able to attend to the minor calls and maintain the equipment .

- 16. VISIT TO SITE :** The tenderer shall visit the site of work before filling of the tender and get acquainted with it before submitting his tender Rate quoted by the contractor shall be inclusive of VAT & Service tax as applicable & nothing Extra shall be payable on this account.

Signature of the Contractor

Chief Engineer

Place

Date

APPENDIX TO THE “CONDITIONS OF CONTRACT”

Subject: Tender for SITC of 1600 KVA Package Substation at our Jeevan Tara Building, Parliament Street, New Delhi.

S.No	Clause	Details
1	Estimated Cost	Rs.110.00 Lac
2	EMD	Rs.1.65 lacs(One lac sixty five thousand only)
3	Duration for Completion of	04 Months (Four Months) from the date of commencement of work
4	Date of commencement	1. Either 21 days from the date of issue of acceptance letter to the contractor (OR) 2. The day on which contractor is instructed to take possession of the site, whichever is earlier
5	Security Deposit :	5% of the Estimated tender amount as Security Deposit.. No interest shall be paid on the security deposit.
6	Defects liability period	12 (twelve) months from the date of completion of work
7	Liquidated damages	1% per week of estimated tender cost subject to maximum 10% of estimated tender cost.
8	Interim certificate	Shall be minimum Rs.20 lac (monthly).
9	Period of honouring interim certificate	30 (Thirty) working days
10	Period of honouring final Certificate	90 (Sixty) days from date of submission of all required documents.
11	Contract labour act	Contractor to obtain labour license before commencement of work if applicable.
12	Insurance Policies	All risks policies covering third party risk @7.5% of Contract value and workmen compensation policy for a minimum required number of workmen before commencement of work.

Rates should be inclusive of Sales Tax, Octroi, General Tax, Works Contract Tax, Excise, Transport and loading unloading at site etc. and any such taxes and duties levied by the government/local bodies etc. The contractor shall be responsible to pay all statutory levies imposed by the State & Central government. The rates are inclusive of all taxes excluding service tax and contractor shall be responsible for payment of applicable service tax to concern authority, which will be reimbursed to the contractor after submission of receipt of payment. Liabilities towards service tax for contractor & LIC shall be in accordance with the relevant provisions of the Finance Act 2012 or any amendment issued by the concern authority.

TECHNICAL SPECIFICATIONS

C E R T I F I E D

That the rates are quoted in the PRICE BID after actually visiting site of work and acquainting with the nature of work including enhancement of Electrical load, preparation of necessary drawings and approval from NDMC etc..

That we have carefully studied the conditions of contract and specifications for material and workmanship in the TECHNICAL BID and will adhere to the same.

.....
**SIGNATURE OF CONTRACTOR
WITH OFFICIAL SEAL & DATE**