



LIFE INSURANCE CORPORATION OF INDIA
NORTHERN ZONAL OFFICE, ENGG. DEPTT. (2ND FLOOR)
“JEEVAN PRAKASH”, 25, K.G MARG, NEW DELHI – 110 001
PHONE: 011-28844171/28844170,
E-mail: nz_engg@licindia.com

BID-3
(FINANCIAL BID)

**e-TENDER FOR APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT (PMC)
FOR PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES FOR
PROPOSED CONSTRUCTION OF INVESTMENT BUILDING AND ALL RELATED
SERVICES & OTHER ANCILLARY WORKS AT OLD DISTRICT COURT ROAD,
LUDHIANA (PUNJAB)**

Last date of submission of Bids : . 20.01.2022 upto 15.00 Hrs.



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BID DOCUMENT

NAME OF WORK: - Project Management Consultancy Services for the proposed Construction of Investment Building and all related services & other Ancillary works at Old District Court Road, Ludhiana (PUNJAB)

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SECTION - 1

LETTER TO PMC FROM CHIEF ENGINEER

CHIEF ENGINEER

LIC of India, Northern Zonal Office,
‘Jeevan Prakash’, 2nd floor,
25, K.G. Marg
New Delhi-110001

To,

Dear Sir / Sirs,

NAME OF WORK: - Project Management Consultancy Services for the proposed Construction of Investment Building and all related services & other Ancillary works at Old District Court Road, Ludhiana (PUNJAB)

Sealed Bids are invited in Three Bid System from eligible Project Management Consultants satisfying the eligibility criteria prescribed in this Bid Document.

The Bid document consisting of **BID - I** (EMD and Tender Processing Fees), **BID - II “Prequalification Bid”** and a copy of **BID - III ‘Financial Bid’** in respect of above and other relevant drawings/ documents are available on e-Tender Portal on <http://www.tenderwizard.com/LIC> for download.

Please note that the **“Prequalification Bid cum Technical Bid” & “Price (Financial) Bid”** duly filled in should be submitted online on e-Tender portal on <http://www.tenderwizard.com/LIC> within the specified date and time. Original Demand Drafts/ Bank Draft towards EMD and Tender Processing fees each respectively of **Rs. 1.15 Lakh** and Rs. 2000 + GST (Rs. 2360.00) to be submitted in the office of **The Chief Engineer, LIC of India, Northern Zonal Office at the above given address** in separate sealed envelope so as to reach on or before **15.00 Hrs. on 20.01.2022.**



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The Bid documents of the Builders Contractor and Drawings of the Project will be available for inspection at Engineering Department, **LIC of India, Northern Zonal Office** at above mentioned address during the office hours from 11.00 Hrs to 17.00Hrs on all working days excluding Sundays, Saturdays and holidays.

The bids will be opened as per the program given in the ‘KEY DATES’ mentioned in BID - II. The bidder should ensure that the bid is submitted online within the date and time.

The Pre-Bid meeting with prospective bidders to give clarifications if any is arranged at our office on the date and time specified in NIT.

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

Yours faithfully,

Chief Engineer



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SECTION - 2
LETTER FROM PMC TO CHIEF ENGINEER

SCAN COPY TO BE UPLOADED WHILE ONLINE SUBMISSION OF BIDS

Date:.....

To,
The Chief Engineer,
L I C of India,
Northern Zonal Office, ‘Jeevan Prakash’,
2nd floor, 25, K.G. Marg
New Delhi-110001

Dear Sir,

NAME OF WORK:- Project Management Consultancy Services for the proposed Construction of Investment Building and all related services & other Ancillary works at Old District Court Road, Ludhiana (PUNJAB)

Having examined the prequalification cum Technical bid, having visited and examined the site, having studying all the necessary drawings, having studying the tender of main Builders work in detail and having acquired the requisite information regarding the Project etc.

I/ We hereby offer to provide the Project Management Consultancy services for the above project as per the Terms and Conditions for Scope of work given in the Bid Document.

We submit herewith the ‘**Price (Financial) Bid**’ containing our Lump-sum professional fees for the Scope of work as described in the ‘**Prequalification cum Technical Bid**’.

Yours faithfully,

**(SIGNATURE OF THE
PROJECT MANAGEMENT CONSULTANT)**

Name and Seal

NAME OF THE PARTNER OF THE FIRM

OR

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

(Note: Please do not mention the amount of fees quoted in this letter)



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SECTION - 3

CONDITIONS OF CONTRACT

3.0 INTERPRETATIONS

- i) “Employer” shall mean THE LIFE INSURANCE CORPORATION OF INDIA and his (their) heirs, legal representatives, assignees and successors.
- ii) “Project Management Consultant” (PMC) shall mean a person or firm or company who is awarded the contract and his (their) heirs, legal representatives, assignees and successors.
- iii) The “Site” shall mean the lands/buildings and/or other places on, in, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract

- 3.1 The Project Management Consultant shall exercise all reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by them. Any approval and acceptance by LIC to design / drawings / reports/ recommendations given by the Project Management Consultant shall not relieve them of their responsibility in this regard.
- 3.2 The Project Management Consultant shall prepare a comprehensive programme of work in consultation with the employer, and arrange to have the work completed in an expeditious manner and in accordance with the program drawn up. The PMC should attend meetings as per actual needs for this purpose at **Northern Zonal Office, New Delhi or at Site referred above.**
- 3.3 The Project Management Consultant if required to engage specialized consultants with the consent of the employer to assist them in their work. The remuneration /fees of any Engineer / consultant appointed under this clause shall be paid by the PMC. The Project Management Consultant shall also be responsible for all the work, actions, and omissions etc., of any such Engineer / consultant.

3.4 PERFORMANCE GUARANTEE:

- i) The Project Management Consultant shall submit performance Guarantee of amount equal to **3% of the accepted fees** in the form of Bank Guarantee as per prescribed format annexed to Bid Document. The performance guarantee shall be



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submitted within 21 days of issue of acceptance letter. The Performance Guarantee shall be refunded on successful completion of assignment as per entire scope of work or earlier in case of termination or assignment on mutual consent.

- ii) On receipt of Performance Guarantee for the amount as stated above, the Contract agreement shall be executed.
- iii) The Bank Guarantee/s shall be from any Nationalized / Scheduled bank preferably located at the Zonal Office Headquarters of L.I.C within whose jurisdiction the work falls or at the place of work.
- iv) In case the Project Management Consultant fails to submit the Performance Guarantee within stipulated date, the employer shall without prejudice to any other remedy available in law, be at liberty to cancel the bid.
- v) The Project Management Consultant should note that no interest will be payable on the amount of the Performance Guarantee."

3.5 STATUTORY RULES & REGULATIONS:

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

3.6 DURATION OF CONTRACT:

As mentioned at Sr. No. 5 of NOTICE INVITING e-TENDERS in BID -2.

3.7 SUSPENSION OF THE CONTRACT:

LICI may in its sole discretion suspend the contract partly or fully by giving 15 days' notice in writing if the work of Builder's Contractor is suspended due to any reason. On suspension of the PMCs Services, the PMC shall be entitled to fees for all the work executed upto the date of suspension of work, in accordance with the terms & conditions of contract.

During the period of suspension of contract, the PMC will not be paid any fees/ charges/ compensation of any kind. On resuming the work after receiving instructions from LICI, the PMC shall be paid as per terms and conditions of the contract for the remaining services. In case if the period of suspension is more than 1 year, then the contract may be mutually terminated.

3.8 COMPLETION OF CONTRACT:

- (i) Scheduled period of Construction of the building (for which PMC services are required) including extended period if any
OR



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- (ii) Certification of final bill of Contractor (main builder) after necessary scrutiny by PMC agency and accepted by LIC.
Whichever is Later.

3.9 VARIATION ADJUSTMENT OF PMC CHARGES:

Escalation on PMC Charges shall be worked out by applying the following formula and necessary payment/ recovery made :

$$VL = \{ 85/100 (R_n - R_{n-1}) \} \times (I - IO) / IO \text{ Where,}$$

VL = Variation in price for PMC i.e. increase or decrease in the amount in rupees to be paid or recovered.

I = Average All India Consumer Price Index for Industrial Workers (Base 100 year -2016) declared by Labour Bureau, Govt. of India, as published in Reserve Bank of India Bulletin during the period under reckoning.

IO = All India Consumer Price Index for Industrial Workers (Base 100 year-2016) ruling on the last date of submission of tender (including extended date, if any)

R_n = Total value of work done (PMC Fees) to be considered. The deviated items worked out fully on the basis of rates prevailing at the time of last date of receipt of tender to be included.

R_{n-1} = Total value of PMC Fees already considered in the bill prior to the period under reckoning. The deviated items and such other items shall be considered as per R_n above.

If the last date for submission of tender/ date of bill is between 1st to 15th of a particular month the relevant economic index (I, IO) for the previous month is to be considered. However, if the last date of submission of tender / date of submission of bill is between 16th and end of the month, the relevant economic index for the month shall be reckoned while calculating the price adjustment.

The total amount payable to the consultant towards adjustment worked out as above shall be restricted to 15 % of accepted contract amount.

NOTE :



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- (1) The adjustment in prices shall be considered / effected only when the consultant submits authentic data for prevailing indices along with the RA/ Final Bill. The Employer reserves the right to set aside certain amount from the Bill if the Consultant does not submit the authentic data of prevailing indices along with bill.
- (2) For adjustment in prices, the indices (CPI) published by RBI as mentioned above which are available as on date of submission of final bill (Final / Provisional Indices) will only be considered for settlement of final bill . No further review will be done, even if there are variations in indices (CPI) after the final bill is settled.
- (3) In case during the period of contract, the base years for publishing Economic Indices are changed as per statute, then the revised indices will be considered as per the published data available at the time of settling the bill/s.
- (4) The following stipulations are applicable for adjustment :
 - a) When there is authorized extension after scheduled period of completion as specified in contract (No stage wise completion) i.e. no imposition of compensation for delay in the form of penalty, price adjustment may be paid for the extended period with prevailing index during the extended period.
 - b) If extension is granted with imposition of Compensation for delay in the form of Penalty, no adjustment shall be paid but recovery due to fall in index shall be effected.

3.10 AMOUNT OF WORK:

If for any reason, the whole or part of the work envisaged in this document needs to be curtailed/ suspended after award of the contract then the fees payable to the Project Management Consultant shall be determined with reference to the progress of work done with respect to total scope of work, duly taking into account the work actually carried out by the Project Management Consultant. The decision of the Employer as regards to actual quantum of work carried out as well as the amount payable thereof shall be final and binding on the Project Management Consultant.

3.11 GUARANTEE :

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

3.12 SECRECY :

The Project Management Consultant shall not disclose any information received by him in connection with this project to any other party without the prior approval



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of the Employer. The Employer shall ensure that none of the documentation, data and information received from the Project Management Consultant is disclosed to any third party except to the extent it becomes necessary to do so solely for the Employer's work.

3.13 PAYMENT OF FEE:

The Lump-sum fee in respect of the above work as quoted in the Price Bid shall be paid in the manner laid down in the “Payment Schedule” Section -7 of Bid Document.

3.14 WITHHOLDING OF PAYMENT:

LICI may withhold the part or whole of any payment for works/ duration claimed by the PMC, which in the opinion of LICI is necessary to protect itself from any loss occasioned on account of deficiency / delay in the services rendered by the PMC.

3.15 TAXES :

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

3.16 GOVERNING LAWS:

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

3.17 DELAY, EXTENSION OF TIME AND PENALTY:

The major scope of Project Management Consultant is to render the services during the execution of the Project work by the Builder's Contractor and hence any kind of delay on part of PMC in rendering the services will have impact on schedule of the Project. Therefore, no delay on part of PMC will be allowed. However, extension to contract period due to the reasons not attributable to PMC will be granted by LICI without vitiating the contract conditions.

For delay in Project Completion Schedule if any due to non-performance of Project Management Consultant, penalty @ 1 % of Contract Amount of PMC per week of delay will be imposed on PMC to the maximum extent of 10% of the accepted fees of the PMC. The decision of penalty by employer is final and binding for the Project Management Consultant.

3.18 TERMINATION OF CONTRACT:



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- a) If the Project Management Consultant shall close business or die or become incapacitated from acting as such PMC, the contract shall stand terminated.
- b) If the Project Management Consultant fails to render the Services as per scope of work to the Satisfaction of LIC and / or in case there is any change in the constitution of the firm of the Project Management Consultant for any reason whatsoever, then the employer shall be entitled to terminate this contract and entrust the work to some other Project Management Consultant after making proportionate payment to the Project Management Consultant for work completed as provided herein.
- c) In case of termination under sub-clause (a), or (b), the Project Management Consultant shall not be entitled to any fee or compensation except the fee payable for the work actually done, in terms of schedule of lump-sum professional fee **and the decision of Employer in working out the quantum is final and binding in this regard.**
- d) In case of the termination under sub-clause (a), (b) or (c), the employer shall make use of all or any drawings or other documents prepared by the PMC, after payment for the services of the Project Management Consultant for preparation of the same in full as provided in (d) above, but only for the project referred by this agreement.

3.19 TRANSFER OF INTERESTS:

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

3.20 SETTLEMENT OF DISPUTES & ARBITRATION:-

- i) Any dispute and differences of any kind whatsoever arising out of or in connection with the contract or the carrying out of work (whether during the progress of the work or after its completion and whether before or after determination, abandonment or breach of contract) shall be referred to a Standing Committee consisting of 1 Retired High Court Judge and 2 Members from Engineering fraternity retiring as Senior Engineer from Government / Government Undertaking. The Committee will be constituted by the Chairperson, LIC of India.
- ii) The claims arising out of the Contract will be placed before the Committee once in a quarter and decision will be conveyed to both the contractually agreed parties.
- iii) Either of party on being dis-satisfied with the decision may approach to a Three Member Arbitral Tribunal, one each will be appointed by Either Party and 2



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appointed Arbitrators will appoint 3rd Arbitrator who will act as the Presiding Arbitrator.

- iv) Executive Director (Engg.) will appoint the Arbitrator on behalf of LIC of India. The Arbitration shall be conducted in accordance with Arbitration and Reconciliation Act 1996 as amended by the Arbitration and Reconciliation (Amendment) Act 2015 (3 of 2016) and any other amendment thereafter if any.
- v) The Contractually Agreed Parties hereby also agree that the Arbitration under this Clause shall be Condition Precedent to any Right of Action in Law of Court under the Contract.

3.21 VISITS TO THE SITE, OFFICES OF LIC AND OFFICES OF LOCAL AUTHORITIES:

The Project Management Consultant or his representatives /specialist Consultants shall visit the Offices of LIC & Offices of Local Authorities as frequently as the works requires. No out of pocket expenses, conveyance charges or any other compensation for such visits shall be paid separately.

3.22 JURISDICTION:

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

3.23 INDEMNITY:

The PMC shall, except if and so far as the contract provides otherwise, identify the LIC against all losses and claims arising out of any act and / or failure, omissions or neglect on the part of the PMC, its agents, representatives or its Sub-consultants to perform any acts, matters, covenants or things under the contract and / or injuries or damage to person, materials, covenants or things to any property whatsoever but not limited to third party damages which may arise out of or in consequence of the execution of the Works, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in relation thereto.

Notwithstanding the above and / or any provision of his Agreement providing otherwise, the Parties' liability for claim in connection with this Agreement shall always be limited to the amount equal to the Total accepted fees.



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3.24 MISDEMEANOR:

In the event of any misdemeanor on part of the PMC or his involvement in unethical /corrupt practices or his attempt to unduly influence the Employers / Contractors / Project Architects any personnel for any reason whatsoever, the Employer (LIC) shall have full right to terminate the contract without any notice to the PMC and forfeit all the money payable to the PMC without prejudice to any other remedy available under the terms of his contract, to complete the balance work at the Risk & Costs of Project Management Consultant.

LIC reserves right to disallow / bar entry / replace / any of the PMC's personnel without assigning any reason thereof.

3.25 PRE CONTRACT INTEGRITY PACT:

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

3.26 STATUTORY PAYMENTS:

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

3.27 SCOPE OF WORK:

The Project Management Consultant to render the services and carry out the assignment as per the Scope of work detailed given under the head of '**Scope of work for Project Management Consultant**'.

3.28 ASSISTANCE BY EMPLOYER:

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

3.29 PROPRIETARY RIGHTS:

All works done by the Project Management Consultant for the assignment including collection of data, reports submitted etc. will be the sole property of LIC. The PMC may keep a copy of the data, report etc. with him but will not divulge the contents of



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the same or the details of the assignment carried out to any other party at any time whatsoever.

SPECIAL CONDITIONS

3.30 CONTRACT ADMINISTRATION

- CONTRACT ADMINISTRATION WILL VEST WITH THE CHIEF ENGINEER, LIC OF INDIA, NORTHERN ZONAL OFFICE, 2ND FLOOR, ‘JEEVAN PRAKASH’, 25, K.G.MARG, NEW DELHI-110001.
- THE DECISION OF THE CHIEF ENGINEER, NORTHERN ZONAL OFFICE, NEW DELHI SHALL BE FINAL AND BINDING ON THE PMC CONSULTANT IN RESPECT OF THIS CONTRACT.
- **The Bidder shall provide the following software for exclusive use of LIC of India : -**
- **Two Numbers of licensed software’s of MS Projects or Primavera of suitable version as approved by LIC of India.**



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SECTION - 4

APPENDIX TO CONDITIONS OF CONTRACT

NAME OF WORK: - Project Management Consultancy Services for the proposed Construction of Investment Building and all related services & other Ancillary works at Old District Court Road, Ludhiana (PUNJAB)

ESTIMATED COST : Rs. 230 lakh

PERIOD FOR COMPLETION : As per Clause No:-5 of Bid- II, under Notice Inviting e-tender on page-4

EARNEST MONEY DEPOSIT : Rs. 1.15 lakh

Sl. No.	Description	Remarks
1(a)	Minimum requirement of Technical staff	As provided at Section- 6 of Bid-III mentioned at “A”
1(b)	Recovery for Non Deployment of Engineer/s at the Site	As provided at Section- 6 of Bid-III mentioned at “B”
2	Date of commencement	Either 21 days from the date of acceptance letter issued to PMC agency or the day, on which the consultant is instructed to take possession of the site, whichever is earlier .
3	Completion of Contract	As provided at Section - 3 of Bid-III, Clause No. 3.8 under Conditions of contract.
4	Compensation in the Form of Penalty for delay of the work.	Delay in Project Completion Schedule if any due to non-performance of Project Management Consultant, penalty will be imposed @ 1 % per week of contract amount of PMC to the maximum extent of 10% of the accepted fees of the PMC., As per Section-3, Clause No. 3.17 of Bid-III.
5	Period of final measurement/ assessment	60 (Sixty) days
6	Interim and Final certificate	The PMC shall raise and submit their interim/ Final bills with the interim/ Final bills as raised by the Contractor (Main Builder) after certification of contractor's bill by the PMC and passed/ approved by LIC. As per Section-7 (Payment Schedule) of Bid-III.



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7	Period of honouring interim certificate	20 (Twenty) days
8	Period of honouring final certificate	90 days from the date of submission of final bill/ assessment with details.
9	a) Security Deposit and b) Performance Guarantee	a) 5% of Accepted PMC Fees Amount as Security Deposit. b) Performance Guarantee of value 3% of the accepted PMC Fees amount in the form of Bank Guarantee from Scheduled commercial Bank only (i.e. Indian or foreign banks included in second schedule of Reserve Bank of India Act 1934 excluding Co-operative banks or Regional Rural banks) and not from Scheduled Co-operative bank.
10	Deposit/ Recovery of Security Deposit	In case of cash option, the EMD of successful bidder shall be retained as part of SD. 7.5 % of the gross amount of each running bill shall further be deducted and accumulated till the sum along with the sum already deposited as EMD, equals the total SD. Alternatively, SD may be furnished in the form of one or two (of like amount) Bank Guarantee(s) from Scheduled commercial Bank only (i.e. Indian or foreign banks included in second schedule of Reserve Bank of India Act 1934 excluding Co-operative banks or Regional Rural banks) and not from Scheduled Co-operative bank as per specimen given in bid documents. If one BG is submitted for full amount it shall remain in force till defect liability period of main builders contract is satisfactorily completed. In case of two BGs of like amount, one shall remain in-force till certification of final bill of main builder and the other till end of defects liability period.
11 (a)	Release of Performance guarantee :	Bank Guarantees towards Performance Guarantees shall be released after the completion of work as mentioned in Clause No:-5 of Bid- II, under Notice Inviting e-tender on page-4.
11 (b)	Release/ refund of SD	As per Section – 7, Clause no. 7.2 under Payment Schedule



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12	Workmen's Compensation Policy	As per mutual agreement and basis on actual manpower deployed at site.
13	Recovery for non-Extension of Insurance Policies (Workman's Compensation)	<i>Date for submitting the renewed Insurance policy if any will be within 15 working days prior to the last date of expiry of the existing policy, failing which LIC may insure/ renew insurance and apply penal cost on the Consultant i.e. Premium Charges + Rs. 10,000/- as Admin Charges and Rs. 25000/- as penalty.</i>
14	Defects Liability Period	As per Clause No:- 5.27 in Section 5 of Bid-III
15	No Claim Certificate	To be given on Project Management Consultant letter head, as per proforma given below.

Note: TAXES, DUTIES, LEVIES AND DEDUCTION AT SOURCE:

- The Bidders Quoted rates shall be exclusive of GST on Works Contract. The GST on Works Contract shall be reimbursed to the Contractor as pre-Notifications of Govt. Of India.
- Penalty on account of non-renewal of Insurance, Compensation in the form of Penalty if imposed will attract GST if any at applicable rates during contract period.

NO CLAIMS CERTIFICATE CUM RECEIPT

Received Rs. _____ (Rupees _____)
 being the amount against my/our final bill dated _____
 for _____ (Name of Work) in full
 and final settlement of bill.

I/we have no further claim for any amount on above work.

Consultant

(Signature of Consultant on Revenue stamp)

Rubber stamp / seal of the consultant /company



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REFUND OF EARNEST MONEY DEPOSIT

The EMD will be refunded to the unsuccessful bidders within 7 working days (excluding gazette holidays, 2nd & 4th Saturday, Sundays and any other holiday declared in NI act), of opening of the price bid. The EMD for the successful bidder will be refunded after the authenticity of the BG for Security Deposit and Performance Guarantee is confirmed.

FORFEITURE OF EARNEST MONEY DEPOSIT

A bidder's bid security (EMD) will be forfeited if the bidder :

- 1)** Withdraws or amend its/ his bid/ tender.
- 2)** Impairs or derogates from the bid/ tender in any respect within the period of validity of the bid/ tender.
- 3)** If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.



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SECTION - 5

5.0 Scope Of Work for Project Management Consultant

5.0 Brief Details of the Project, for which PMC is required.

- a. **Name:** Construction of Investment Building and all related services & other Ancillary works at Old District Court Road , Ludhiana (PUNJAB)
- b. Total Built Up area : 65905.27 Sq.Mtrs
- c. No. of Basements: 3
- d. Height of Building: 48.00 mtrs.
- e. No. of floors: 3 Basements + Ground Floor + 10 Upper floors
- f. Multiplex with 3 Auditoriums and food court has been provided in the building.
- g. The lower floors are having shops and showrooms from Ground to Third floor, as well as Food court and Games parlour. The remaining upper floors are meant for office space.
- h. Type of structure: RCC Framed Structure
- i. Type of foundation: Raft
- j. Type of Excavation: Open Excavation either manually / mechanically with soil stabilization by Soil Nailing (Drawing S-0 and S-0A)

k. Building envelop mainly consists of the following:

The external façade of the building is proposed with solid walls, unitized system of structural glazing (with open joints) and brick tiles. The natural sun light orientation has been properly considered while designing the façade.

In addition to the above, the elevation contains subtle aluminum and cladding works of high order. This is a design-built item in the tender. The entire system as described above has to be designed for required wind pressure.

The façade system thus envisaged shall be subjected to off-site full-scale building envelope test performance. Testing shall include structural performance, seismic racking, air infiltration, water penetration and wind pressure as well as on site test for water leakage.

- l. Plumbing, Drainage and water supply works contain specification of High order. Fittings and fixtures are sensor based.



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m. HVAC System:

The (05) five nos. of chiller plants located at basement and four cooling towers shall be installed at terrace of the building. The basement ventilation system has also been envisaged. Air Handling Unit (AHU) system is to be provided in common area, lift lobby and staircase area.

- n. The building will be equipped with CCTV system, Access control system and Data & Voice System.

o. Fire fighting work and fire alarm work:

Wet riser system has been envisaged with two nos. of Electric driven main fire pump, one number of Diesel engine driven main fire pump and one number of Electric driven pressurization pump. The fire alarm system consists of microprocessor based logic driven network on peer to peer analog addressable 1-10 loop and allied system.

- p. **Lifts and Escalators:** The building shall be equipped with 6 nos. of 16 passengers, machine room less lifts and 02 nos. of machine room less type service lifts with load carrying capacity of 1000 Kg. All the lifts shall cater to Triple basements + Ground + 10 Upper floors. The building shall be equipped with six Escalators.

q. BMS:

Basically BMS controls HVAC system including all AHU / FCU, firefighting and fire alarm system, parking sensors, Internal and External Lighting, Water Supply, lifts and main Electrical panels (LT and HT). The IBMS software provided shall be Forward and Backward compatible with 10 years obsoleting support from OEM / Developer. The other two software to be provided, are for monitoring & reporting and tenant billing.

r. MULTIPLEX:

The building has been provided with a multiplex with 3 nos. of Auditoriums as well food court.

s. Parking:

Basement has been provided for parking and services viz. STP, Fire Tanks, Water Tanks and Water Treatment plant.



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- t. Apart from above, the building is to be equipped with sophisticated Electrical system, Sewerage and Water Treatment Plant, Solar power plant, rain water harvesting system, Landscaping work and other finishing works.

For better understanding of details of works involved on this project, please go through “Bill of Quantities of the Project (Original Work)” and certain drawings are enclosed herewith.

5.1 Scope of Work for PMC

The PMC shall primarily look after following four aspects of the project:

- a) **Quality.**
- b) **Safety.**
- c) **Project Scheduling.**
- d) **Cost.**

5.1.1 Total time period fixed to complete this project is 27 months from the date of commencement of work at site by main builder's contractor i.e. 28.10.2021. The PMC shall study the project in detail and set up following:

- a) Dividing the entire project in to different tasks.
- b) Establishing interdependency amongst tasks and sequencing tasks accordingly.
- c) Find out realistic time required for each task.
- d) After determining interdependency amongst tasks and after establishing the sequencing of tasks, the time required for each task with acceptable standard deviation i.e., coefficient variation less than 1 shall be worked out. Thus, the time period required for entire work shall be determined with acceptable standard deviation (Coefficient of variation less than 1).

If the worked-out time for the completion of project is more than 27 months (time period of completion already decided), reasonable crash planning has to be worked out to make the worked out time period of completion less than / equal to 27 months without changing technology, work methodology and specification envisaged for the work.

- e) Contingency planning must be at hand in case of any delay to certain reasons beyond control.



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- f) Micro planning should be carried out for each task comprising of following:
- 1) Material required.
 - 2) Material procurement planning
 - 3) Number of Workmen (Skill and unskilled) required to complete the task.
 - 4) Decision involved in this work.
 - 5) Cash flow.
- g) Similarly, MACRO planning shall be carried out for entire project comprising of following:
- i) Works to be carried out in that month,
 - ii) Materials required.
 - iii) Material procurement planning.
 - iv) Workmen required (Skill and Unskilled)
 - v) Decisions to be conveyed in time without hampering project schedule.
 - vi) Cash flow.
- h) Monthly planning of work
- i) Materials required.
 - ii) Material procurement planning.
 - iii) Workmen required (Skill and Unskilled)
 - iv) Decisions to be conveyed in time without hampering project schedule.
 - vii) Cash flow.
- i) BIM (Building Information Modeling) of entire scope of works of the project. The details of BIM are as follows:

The basic purpose of BIM is to achieve smooth clash free construction. The PMC will prepare Revit Reference Master File with defined levels and grids.

Based on this master file, the PMC shall also prepare Revit file for Structural and MEPF using, drawings submitted by Architect of the Project in Auto cad format. The PMC will integrate all models and shall carry out “CLASH DETECTION” exercise in NAVIS works manage.



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After detection of clashes the PMC shall modify the drawings as per Clash Report. Modification in drawings and Clash Analysis shall be carried out till Zero Clash is achieved without compromising quality, cost, schedule and safety of structure. The PMC shall submit monthly BIM co-ordination report.

The following things in general shall be checked in Clash Analysis.

1. Excavation & Soil Nailing.
 2. Raft Foundation.
 3. Slab on grade.
 4. Slab and beams.
 5. RCC walls.
 6. Columns.
 7. Reinforcement
 8. Structural steel
 9. Staircase
 10. Ramps
 11. Ducts
 12. Façade
 13. HVAC
 14. Piping
 15. Fittings
 16. Distribution panels.
 17. Cable tray
 18. Cables
 19. Lighting fixtures
 20. Switches
 21. Earthing
 22. Fire alarm detection and panels.
 23. Fire alarm cable work
 24. CCTV / Access Control.
 25. Data System
 26. Pumps
 27. Water distribution network
 28. Storm water drains
 29. Manholes
 30. Sprinklers
 31. Fire Pumps
 32. Waterproofing
- j) Formulation of Work Breakdown Structure (WBS) which is a hierarchical decomposition of the deliverables needed to complete a project. It breaks the



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deliverables down in to manageable work package that can be scheduled, cost worked out and people assigned to them.

- k) The works prescribed above from 5.1.1(a) to (h) & (j) shall be completed within a time frame of one month after the issue of work commencement order by LIC & date of commencement of PMC work at site. The due approval of entire process planned including deliverable shall be obtained from LIC of India before it is implemented. Any modification / deletion / addition suggested by LIC of India shall be incorporated by PMC. The above planning must have the latent flexibility for course correction as project progresses.
- l) The façade work of the tender of the project is a Design-Built item. The contractor of the project has to design the system as per the specifications and it is the responsibility of the PMC to check the design and convey the approval to the contractor through LIC of India.
- m) The HVAC system is with water cooled chiller plants provided by 5 Nos Chiller units and 4 Nos. cooling towers.
- n) The PMC shall advise LIC of India on the following matter for lifts apart from routine technicality.
- Effective water proofing system of lift pit.
 - Mechanism to drain out the water from lift pit without affecting the service of lift.
 - Less dependence on lift pit.
 - Management of moisture in lift shaft.
 - Ease of rescue if anybody is trapped. The rescue mechanism should be immediate, effective and simple.

5.2 PMC shall be responsible for overall quality checkup of the project and advise LIC of India accordingly. The PMC shall be vigilant enough to prevent any quality lapses. In case of any inadvertent technical lapse, the PMC shall suggest remedial measure for that. The PMC shall also ensure testing of materials as mentioned in the tender of main building work. In addition, PMC may suggest some testing over and above those mentioned in tender with proper justification. It is not binding on LIC of India to abide by these. The PMC shall appoint adequate man power at site for the above works as mentioned in tender.

5.3 **Joint measurements of works :** The PMC shall take joint measurements of works along with the representative of contractor, quantify the same and certify and recommend to LIC of India for making payment. This shall be carried out expeditiously, in a transparent manner so that cash flow of the project is not hindered. LIC of India reserves the right to cross check / sample check the



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certification of payment recommended by PMC and PMC shall co-operate in this regard.

5.4 It is the responsibility of the PMC to liaison with Architect of the Project, M/s. Kothari & Associates, New Delhi to provide the following.

- a. Architectural drawings for execution.
- b. Structural designs and drawings duly certified by LIC.
- c. HVAC, IBMS, Fire alarm system and Firefighting drawings. Though basic essence and assumptions behind these drawings shall remain intact, the PMC may change these particularly for BIM and ease of execution without compromising the performance of the system while staying within the tender specification stipulated for main builder works.
- d. Drawings for electrical system, plumbing, ELV, etc. will be provided by the Architect of the project, M/s. Kothari & Associates, New Delhi The PMC shall evaluate and if required modify these drawings for ease of execution, to obtain the desired performance and for development of BIM while staying within the standard specifications stipulated for main builder works.

5.5 The PMC shall study, evaluate and modify if required, the Input Output summary of IBMS submitted by Architect / Contactor of main builder work to make it effective and compatible with specification stipulated for main builder's works.

5.6 **Basement Ventilation Design** : The PMC shall study, evaluate and modify if required, the basement ventilation design submitted by the Architect / Contractor for main builder work and prepare the CFD analysis for the same.

5.7 The PMC is required to submit any technical details / classification and drawings as desired by the employer, LIC of India. The PMC shall also advise the employer the right kind of materials to be used in project, its availability, price and procurement time while staying within the specifications stipulated in the main builder's work.

5.8 The PMC shall monitor the progress, suggest remedial measures if the project goes behind the schedule. The PMC shall also carry out the **day to day supervision of the work**. Any decision / observation shall be conveyed to the contractor through LIC of India. The PMC shall also co-ordinate site meetings amongst all stake holders. They shall also be present when the representative of GLADA/ or any other local authorities inspects the works and clarify all the observation of the representative of the GLADA/ or any other local authorities.

5.9 The PMC shall carry out reporting system and scheduling using Primavera/ MS Project.

5.10 The PMC shall also carry out S curve analysis using Primavera/ MS Project.

5.11 RESPONSIBILITIES OF PMC



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The general responsibilities of the Project Management Consultant (PMC) shall be as follows:

- a. The PMC shall study the Greater Ludhiana Area Development Authority (GLADA) Control Rules, Health Safety & Environment requirements, Role of Proof Checking Consultants of GLADA or any other relevant authorities and ensure the compliance.
 - b. The PMC shall timely prepare and submit/ upload all the statutory reports as required by the controlling authorities for the smooth running of the project.
 - c. The PMC shall ensure that all the statutory approvals and NOCs from the authorities like GLADA, Fire Clearance, Height Clearance from Air Force Authorities, Airport Authority of India, Municipal sanction from GLADA, Environmental Clearance etc. should be **in force and renewed within time** whenever required till the completion of the project.
 - d. The PMC shall study the Soil Investigation Report, Design & Drawings submitted by Project Architect, Contract Documents between LICl and Contractor and give advice generally on how to proceed and complete the Works [which term refers to the construction of the building and facilities for the Project and shall include site investigation, site preparation and earthworks, basement and substructure, superstructure, mechanical & electrical installations, sanitary and plumbing, external works, drainage and other related utilities and building services installation], **provided that the LICl shall be required to directly appoint and pay its own contractors and Consultants to carry out the Works and related engineering, designing, architectural and other services.**
- 5.12 The PMC shall be responsible for the overall co-ordination of the Works including the work of the consultants, the preparation of program of works to integrate and monitor work progress and the adherence to such program by himself, the consultants, contractors and suppliers.
- 5.13 The PMC shall inform the LICl, at regular intervals of the progress of the Works, the status regarding budgets and program for design and construction. As overall coordinator, they shall inform the Client of the status of the work of the consultants and contractors.



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5.14 The PMC shall administer the contracts between the Client and its contractors and consultants and shall ensure that the Works comply with the provisions in the contract(s) and with all requirements, laws, by-laws and regulations of all relevant GLADA/ governmental and statutory authorities presently in force and as amended or modified from time to time to the satisfaction of the LICl.

5.15 The PMC shall exercise all reasonable skill, care and diligence in the discharge of the duties agreed to be performed and insofar as any of their duties is discretionary, shall act fairly between the LICl and any consultant or contractor employed for the Works.

5.16 The PMC is not, without prior written approval of the Client, authorized to carry out any modification of the Works.

5.17 REVIEW OF DESIGN & DETAILS

- a) The PMC to study the Design Reports and working drawings/ Shop drawings / details submitted by the Consulting Project Architect /Contractor and to submit Review Report with comments based on which approval may be done by LICl.
- b) Checking of working drawing with tender specifications, Schedule of quantities and submissions of recommendations for approval and issue of drawings for execution of work.

5.18 INSPECTION AND EXAMINATION OF ACT OF CONTRACTORS:

As an overall supervisor of the Project, PMC should monitor all the activities of the contractor at every stage of the operation, so that the project is executed within the specific time limit, ensuring desired quality level. Inspection and Examination of work must consist of the following:

- (i) Checking of all equipment's / instruments which will be used by the contractor at site for execution of the project. Calibration of the entire instrument must be checked before using them at site.
- (ii) Day to Day supervision of all Civil, Electrical, MEP, HT work, Lifts, Fire Fighting, Façade, BMS work and other related work etc.
- (iii) Proper commissioning of the system.



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- (iv) Coordination with regulatory agencies.
- (v) Complete administration and management.
- (vi) Give proper guidance to the contractor.
- (vii) To review the safety precautions and program submitted by the contractors to ensure a comprehensive safety program for the works.
- (viii) At various stages of the construction process, inspection, and examination of the construction methodology, type of workmanship, quality of material, performance of equipment, safety measures etc. in compliance with good construction practices. Any type of discrepancies, disparities observed during the time of inspection, both the contractor and LICI would be informed at the earliest and assistance to resolve the problem. Helping the contractor to overcome the problems or bottlenecks during the construction process.

5.19 MONITORING AND REVIEW OF WORK DAILY / WEEKLY / MONTHLY/ FORTNIGHTLY PROGRESS REPORT:

- (i)** To convene and conduct weekly project coordination meetings and site meetings with the contractors to resolve all project and construction-related issues and monitor work progress and attend coordination meetings with the LICI whenever required.
- (ii)** To prepare detailed Monthly/ fortnightly Progress Reports verified by its multi-disciplinary team members. In this report all deviations from the projected schedule in terms of time, cost, design, layout, alignment etc. will be pointed out. Necessary clarification and measures to mitigate such deviation(s) will also be mentioned in the monthly report for consideration of LICI.
- (iii)** PMC will sign on all the reports and submit them to LICI. In line with the monthly/ fortnightly progress report, PMC will submit daily progress report undersigned by themselves either vide mail or in hard copy which ever will be feasible.



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- (iv) To ensure that the construction schedule is updated from time to time or as and when requested by the LICl.
- (v) Monitoring the accepted contract amount and advise the LICl if it appears that the accepted contract amount will be exceeded and make recommendations for corrective actions.
- (vi) **Running summary of cost** : Running summary of cost shall be prepared at stages of Completion of Structure of the Building upto Basements, upto 6th Floor level and Full Completion of Structure of the building. Each Running summary of Cost shall include the Quantities as per Contract, Executed Quantities, anticipated quantities of the items based on the design & drawings, Excess & Savings and reasons thereof.
- (vii) To review, monitor and renewal of validity of documents submitted by main builder such as insurance policies, performance guarantee, BG of Security Deposit, warranties and deed of indemnities, prior to the commencement of construction works and during execution.

5.20 CERTIFICATION OF BILLS & EXTENSION OF TIME PERIOD:

- i) The measurements submitted by the contractor to be checked to the extent of 100% and corrected as per actual and only authorized measurements / quantities shall be recommended for payment within 7 working days from the date of submission by contractor.
- ii) **Extra & deviated Items**: The rate analysis submitted by the Contractor for Extra & deviated Items shall be verified by the PMC and submit recommendations for approval of rates by LICl within 10 days from the date of submission by contractor.
- iii) **Verification of all running account bills and final bill** : Verification of all running account bills and final bill of the contractor as per the terms and conditions of the Contract Agreement. Bill of quantity to be verified through physical inspection/ routine test and critical evaluation of the construction



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quality.

- iv) There after all these bills to be certified for payment along with its recommendations.
- v) Monitoring the overall cost of the project at every stage and LIC to be informed and advised accordingly.
- vi) Evaluation & submission of appropriate reports to the Client in respect of claims for additional payments.
- vii) **Register Of Hindrances** : Maintaining the register of hindrances in execution of work, analyzing the net impact of the hindrances in overall delay of project completion. Each hindrance recorded in hindrance register shall be signed by PMC, Representative of Contractor and LIC's Site Engineer.
- i) **Extensions Of Time:** Scrutiny of application submitted by the contractor for extensions of time for completion of work and submitting the recommendations to LIC for taking decision on the extension.

5.21 VARIATION:

Recommendations to be made for any change/s or variations in the make/specification/drawings of the items to be used in the project for approval of LIC.

5.22 CLAIMS AND DISPUTES:

Any claims, disputes etc. by the contractor to be analyzed and appropriate recommendations would be made to LIC for settlement of such claims and disputes.

5.23 COMPLETION AND HANDLING OVER OF THE SITE STAGE:

Coordination in preparation and submission for Project Completion Certification after successful completion of the Project, Verification and certification of Final bill of the contractor, assisting in handover of the charge by LIC or any agency appointed by LIC.

- 5.24** Upon certification of completion of Works, the PMC shall supervise the proper compilation and submission of relevant records, documents, as-built drawings, etc., to LIC. In this respect, the PMC shall ensure the proper closure of all



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defects and their rectification by the contractors.

5.25 With the assistance of the Consultants, the PMC shall supervise and monitor the necessary joint inspections on completed Works, with the respective local authorities for the early issuance of building occupancy permits.

- i) Prior to certification of completion of works, to supervise all necessary activities/ processes entrusted to the relevant Consultants or contractors for the handing over of the completed Works to the LICl.
- ii) To deliver to the LICl on completion of the Works such records and information as are necessary for the operation and maintenance of the Works.

5.26 QUALITY CONTROL:

- i) The PMC to ensure the Quality and workmanship of the work during the execution as per specifications, Drawings/ relevant IS Codes/ Standard constructional practices as per CPWD/ NBC etc. The PMC should ensure that the materials are tested in time at approved Laboratory and the test reports satisfy the requirements as per relevant IS Code.
- ii) The PMC to submit its views/ remedial measures in case of any of the materials used in the work / executed work does not satisfy the relevant IS code requirements.
- iii) The PMC shall ensure that the work executed is as per approved drawings by Statutory Authority / GFC drawings & design / specifications as well as statutory rules and regulations and norms.
- iv) To check and give recommendations to LICl for approval of all samples, mock-ups, schedules, shop drawings and other submissions to ensure that the same conform with the design concept and fully to the terms of the contract documents and contract drawings.
- v) To ensure the setting up of a quality control program and compliance by the contractors. In this respect, all materials and equipment furnished and services performed shall comply with the working drawings, specifications and related contract documents.



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5.27 DEFECT LIABILITY PERIOD (DLP) STAGE: The PMC shall submit recommendations on defects observed during the Defect liability period up to 24 months including the remedial measures for rectification of defects.

5.28 OTHER RELATED WORKS:

- 1 Co-ordination for submission of documents & drawings etc & obtaining statutory clearances from various offices for the Project & related infrastructure work. Obtaining permissions etc. for various works with the help of Project Architect and/ or Contractor as per scope of work in their respective contract.
- 2 Liaise/ follow up with various Govt. & Non-Govt. agencies for the Project, giving presentations etc. on behalf of LIC, when required and preparation of reports pertinent to the Project as per various requirements. Preparation of reports for submission to Govt. agencies by the Architect for obtaining necessary NOCs/ Clearances necessary for obtaining **Building Completion and Occupancy certificate** & follow up and incorporating changes as may be required with the help of Project Architect and / or Contractor as per scope of work in their respective contract.
- 3 Advice related to any specific aspect of the Project or any other analysis for the Project to be given to LIC when required.
- 4 To monitor contractor's preparation and submission of all necessary documentation to the relevant approving authorities leading to the issuance of clearance and permits.
- 5 To assist LIC to administer the contract between the LIC and the contractors.
- 6 To ensure the HSE (Health, Safety & Environment) compliance of all Contractors/ sub-contractors as per Govt./ statutory agencies.
- 7 To assist in settling disputes or differences that may arise between the LIC and contractors except litigation and arbitration.
- 8 PMC shall make own arrangements for all related standards, code of practices, inspection tools, etc.
- 9 Documentation – Maintain all records and documents related to the Project.



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SECTION – 6

MINIMUM REQUIREMENT OF TECHNICAL STAFF

A) The PMC shall provide minimum manpower at the Site as follows:

- I) **Team Leader:** Should be minimum B.E. (or B.Tech) Civil having 10 years of experience in the execution of high rise buildings. He will be responsible to co-ordinate between site work and LIC so that LIC would be able to know the day-to-day status of the site. He will also be responsible for Review & Monitoring of the progress of work.
- II) **One Senior Engineer:** Must be B.E. (or B.Tech) Civil having more than 7 years of experience/ Diploma Engineer having more than 10 years of experience in this field.
- III) **Two Junior Engineers:** Must be B.E. (or B.Tech) Civil having 3 years of experience/ Diploma Engineers with more than 5 years of experience in this field.
- IV) **One Electrical Engineer:** Must be BE/ B.Tech, having 7 years experience/ Diploma at least 10 years experience. Engineers should have experience of similar work like MEPF, AC, and Substation etc.,
- V) **One Mechanical Engineer:** Must be BE, 7 yrs experience/ Diploma at least 10 years' experience, should have experience of similar work like MEP shall be deputed at appropriate time as advised by the Chief Engineer, LIC of India. .
- VI) Other than the engineers stated here, the PMC shall be responsible to provide engineers/ experts for plumbing & sewerage, Fire fighting system, safety and other related works as and when required for this project.

Note:

- 1) LIC may vary any of the above qualification / experience at his discretion if so warranted by conditions prevailing and applicable to any particular work such as Air-conditioning, HT, facade etc.
- 2) The age of Team Leader shall not exceed 55 (Fifty Five) years and other members of the team should not exceed 50 years. However, the maximum age can be relaxed by LIC OF INDIA in case of exceptionally deserving candidate.
- 3) All persons as per above list should be expert & capable in quality control &



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testing in this type of building construction.

- 4) Amongst all the Engineers mentioned, one of the Engineers should be equipped with Primavera/ MS Project software with necessary hardware. He should be competent and conversant enough to carry out work using the said software as mentioned in scope of work.
- 5) The Engineers mentioned at Sr. No (I) & (II) should be available at Site from the date of commencement of PMC work at site for this project till successful completion of the Project and Handing over of Building to LIC and Submission of Certified Final Bill of the Contractor.
- 6) The Engineers mentioned at Sr. No (III) should be available at Site from 10th day from the appointment of PMC for this project till successful completion of the Project.
- 7) The Engineer mentioned at Sr. No (IV) should be available at Site from 10th day from the appointment of PMC for this project or Day 1 when the Electrical related works are commenced at Site, whichever is later to till successful completion of the Project and Handing over of Building to LIC.
- 8) The Engineer mentioned at Sr. No (V) should be available at Site from 10th day from the appointment of PMC for this project or Day 1 when the MEP/HVAC/LIFTS works are commenced at Site, whichever is later to till successful completion of the MEP/HVAC/LIFTS works including its testing and commissioning.
- 9) The number of positions and duration of deployment of personnel shall be as detailed above and reviewed and adjusted from time to time by LIC OF INDIA in consultation with the consultant, as may be appropriate for efficient performance of services provided. The consultant shall make adjustment, effective in the deployment schedule, without delay.
- 10) During Defect Liability Period of 24 months, the consultant shall arrange for quarterly visits to the building or earlier on call basis as per requirement for assisting in remedial measures for rectification of defects and submit the reports to LIC, for the various equipments installed in the building, duly signed and stamped.

11) Office Setup:

- (i) The Project Management Consultant shall make his own arrangement & Setup for temporary office with all infrastructure & amenities like furniture,



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fixtures, storage, temporary electricity connection, lighting etc. required for proper working of technical staff deployed at site by PMC Consultant for discharging their duties effectively. However, LIC of India shall provide the space at site for setting up temporary office by the Consultant. The rates quoted deemed to be inclusive of above and no extra payment shall be admissible in this regard.

(ii) The Consultant should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.

(iii) The Consultant, at its own cost shall procure, install , operate, maintain office equipment such as computers, printers & scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.

(iv) The Consultant shall procure latest versions of licensed Softwares including Windows, Auto Cad Civil, and Microsoft Office, Microsoft Project etc. and antivirus software for the project period.

(v) The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.

(vi) The consultant shall operate and maintain at its own cost necessary number of vehicles for the use of its members during the project period.

(viii) The PMC Consultant shall provide two numbers of licensed software of MS Projects or Primavera of latest suitable version as approved by LIC of India for exclusive use of LIC of India without any extra cost and rates quoted deemed to be inclusive of above. The validity of licenses of these software shall be upto the settlement of final bill of the main builders contractor.



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

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

Sr No.	Engineers	Rate of Recovery of Amount for non-employment of minimum manpower
1.	Team Leader (Civil)	Rs. 1,00,000 per month.
2.	Sr. Engineer (Civil).	Rs. 70,000 per month.
3.	Jr. Engineers(Civil)	Rs. 40,000 per month
4.	Electrical Engineer	Rs. 50,000 per month.
5.	Mechanical Engineer	Rs. 50,000 per month.

- C. The PMC shall submit the CV of all the Engineers to be posted at Site along with self certified copies of educational qualifications and experience certificate.
- D. The Chief Engineer, LIC reserves the right to advise the PMC to call back any or all the Engineers posted at Site if their overall performance is not found satisfactory. In that case the PMC need to replace such Engineers within 15 days from the date of order of removal of such staff by LIC.



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SECTION - 7

PAYMENT SCHEDULE

7.1 The Lump-sum fees in respect of the above work as quoted in the ‘Financial (Price) Bid’ shall be paid in stages as the work progresses, in the manner laid down as follows:

The payment of fees quoted in item no 1 and 2 of Financial Bid shall be paid as detailed below:

- A) The PMC shall raise and submit their interim bills with the interim bills as raised by the Contractor after certification of such bills by the PMC and acceptance of the same by LIC.
- i.) The PMC shall be eligible to raise the bill of amount in the proportion of progress of work made by the Contractor with respect to total accepted contract amount. Suppose the work executed by the Contractor is X % of the total accepted contract amount of the contractor, then the PMC can raise the bill of amount equal to X % of the total accepted Lump Sum Fees of the PMC.
- ii.) The Interim Bills shall be on cumulative basis and the bills shall be settled after adjusting the payments made earlier and after deduction of Income Tax and any other statutory deductions.
- iii.) The PMC shall submit the attendance sheet of their representatives posted at above site duly authenticated by LIC Site Engineers along with every bill for the Bill period under consideration.

7.2 Final Bill Payment/ Security Deposit :

- a) 5 % of total accepted fees shall be retained as security deposit. 50 % of security deposit will be released along with final bill of PMC after completion of work. The PMC to raise the Final Bill only after Builder's Contractor has raised their final bill and the same is duly scrutinized by PMC and Certified for settlement and is accepted by LIC.
- b) The Final Bill will be released only after completion of entire Scope of work of this contract and after handing over the Building to LIC of India with all site records, design data and any other data pertaining to execution of the work along with “As Built Drawings”, etc by the Contractor/ Consultant.
- c) The balance 50 % of total security deposit shall be released after completion of the defect liability period of 24 months, only after satisfactory services with all reports are provided by the PMC during the defect liability period.



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SECTION - 8 **FINANCIAL BID**

NAME OF WORK: - Project Management Consultancy Services for the proposed Construction of Investment Building and all related services & other Ancillary works at Old District Court Road, Ludhiana (PUNJAB) .

Tender No: LIC/NZ/ENGG/252, Dated : 31/12/2021:

SCHEDULE OF LUMP-SUM PROFESSIONAL FEE

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

The fees quoted shall remain **FIRM** throughout the period of contract including extended period. Nothing is payable extra due to any reasons whatsoever except Price Variation under Clause No. 3.9. **The lump sum amount quoted for Item No. 1 and item No. 2 are deemed to be inclusive of all taxes except GST. GST will be extra and paid separately as prevailing. Please note that bidders are allowed to quote their Lump Sum rates under item no 2 with a capping of Rs 10,00,000/ (Rupees ten lakh only).**

Item No.	Description	Unit	Amount in Rs.
1	Fees for the services to be provided as Project Management Consultant as per the Scope of work and minimum requirement of Technical Staff and abiding by all the Conditions of Contract.	Lump Sum	
2	Clash detection analysis using BIM including the analysis done in case of change in GFC drawings during execution as and when it is required. (LS rates to be quoted subject to maximum Rs. 10 lakh only)	Lump Sum subject to maximum Rs. 10 lakh)	
	Total Quoted amount	Rs.	

**(SIGNATURE OF THE
PROJECT MANAGEMENT CONSULTANT)**

Name and Seal

**NAME OF THE PARTNER OF THE FIRM
OR**

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



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SECTION - 9

DRAFT ARTICLE OF AGREEMENT

This agreement made at _____ on _____ day of _____ 20____ between the LIFE INSURANCE CORPORATION OF INDIA, a body incorporated, constituted and established by the Life Insurance Corporation Act 1956(Act 31 of 1956) and having its Central Office **at Mumbai** and Northern Zonal office **at 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 Project Management Consultant) of the other part Whereas the employer is desirous of development of plot at _____ and has prepared terms and conditions for the services to be rendered by the Project Management Consultant which has been signed by on behalf of the parties hereto and whereas the Project Management Consultant has agreed to render the services to the conditions and instructions set forthwith(hereinafter referred as the said conditions) the employer agrees to pay the Project Management Consultant remuneration for professional services to be rendered by the Project Management Consultant in relation to the said work a lump sum fee of Rs...../- (Rupees) including all other taxes except service tax.

Now, it is hereby agreed to as follows:

In consideration of the said fee to be paid at the times and the manner set forthwith in the said conditions the Project Management Consultant shall upon and subject to the conditions render professional services. The employer shall pay the Project Management Consultant the said fee or such other amount become payable at the times and the manner hereinafter specified in the said conditions. The said conditions and appendices thereto shall be read as and construed as forming part of this agreement and the parties hereto shall respectively abide by and accept or agree to the conditions and perform the agreement on their part respectively in such conditions contained.

All disputes arising out of or anyway connected with this agreement shall be deemed to have arisen in New Delhi, and only the courts in New Delhi shall have jurisdiction to determine the same.

The agreement comprises of :

1. Bid documents serial page 1 to
2. Subsequent correspondence serial pages only



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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 Project Management Consultant and _____ Engineer, Northern Zonal Office, Life Insurance Corporation of India, New Delhi. The said officer is hereby authorized to sign and initial on the Employer's behalf, the documents forming part of this contract.

IN WITNESS WHEREOF THE OFFICIAL SEAL OF THE LIFE INSURANCE CORPORATION OF INDIA, Northern Zonal Office, New Delhi was thereto affixed and signed on its behalf by the Chief Engineer and Shri _____ on behalf of the Project Management Consultant has/have signed the agreement on the dates respectively mentioned against their signatures in the presence of the witnesses whose signatures are also appended.

In presence of

1. Signature

Name :

Address :

(Authorized Signatory)

For and on behalf of the

LIFE INSURANCE CORPORATION OF INDIA

Date:

2. Signature

Name :

Address :

(Seal of LIC)

1. Signature

Name :

Address :

(Authorized Signatory)

FOR AND ON BEHALF OF THE

Project Management Consultant

M/S.....

2. Signature

Name :

Address :

(Seal)



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SECTION - 10

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

To

THE LIFE INSURANCE CORPORATION OF INDIA

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

dated _____) made between _____* (hereinafter called the said Project Management Consultant) and the Corporation in connection with _____ (hereinafter called '**the said contract**') to accept a Deed of Guarantee and Indemnity as herein provided for Rs. _____

from the _____** in lieu of the Security Deposit to be made by the Project Management consultant and/or in lieu of the deduction to be made from the Project Management Consultant's bills, for the due fulfillment by the said Consultant of the terms and conditions contained in the said contract, we the _____

(hereinafter referred to as '**the said Bank**') and having our office at _____ do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said Project Management Consultant in respect of the said contract or of any of the terms and conditions contained in the said contract, or in respect of all its claims for money and / or material found due and recoverable from the said Project Management Consultant and to unconditionally pay the amount claimed as such by the Corporation on demand and without demur to the extent aforesaid.

2. We, the said Bank further agree that the Corporation shall be the sole judge of and as to whether the said Project Management Consultant has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time on account thereof and the decision of the Corporation in this respect shall be final and binding on us.



LIFE INSURANCE CORPORATION OF INDIA

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3. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Project Management Consultant, or to postpone for any time and from time to time any of the powers exercisable by it against the said Project Management Consultant 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 Project Management Consultant or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Project Management Consultant or of any other matter or thing whatsoever, which under the law-relating to sureties would but for this provision have the effect of so releasing the Bank from its liability.

4. It shall not be necessary for the Corporation to proceed against the Project Management Consultant 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 Project Management Consultant shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

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

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

For and on behalf of the Bank

(Name and Designation)



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

For and on behalf of the LIC of India

(Name and Designation)

Dated:

Note No.1 * : FILL IN AS APPLICABLE

A) For Proprietary concerns:-

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

OR

B) For Partnership concerns:-

1. Shri _____
son of _____
resident of _____

2. Shri _____
son of _____
resident of _____

carrying on business in partnership under the name and style of
_____ of _____ at
_____ (hereinafter collectively called ‘**the** Project
Management Consultant’ which expression shall unless the context requires otherwise



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include each of them and their respective heirs, executors, administrators and legal representatives)

OR

C) For companies :-

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

Note No.2:

**** Please fill in the name and address of Bank.**



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SECTION - 11

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE **IN INDIVIDUAL CONTRACTS**

To

THE LIFE INSURANCE CORPORATION OF INDIA

In consideration of the Life Insurance Corporation of India having its Zonal Office at New Delhi and central Office at Mumbai in the State of Maharashtra (hereinafter called ‘**the Corporation**’ which expression shall unless repugnant to the subject or context include its successors and assignees) having agreed under terms and conditions of contract (vide its acceptance letter No. _____ dated _____) made between _____* (hereinafter called the said Project Management Consultant) and the Corporation in connection with providing Project Management services for the proposed construction of investment building at old District court road, Ludhiana (Punjab) (hereinafter called ‘**the said contract**’) to accept a Deed of Guarantee and Indemnity as herein provided for Rs. _____ from the _____* for the due fulfillment by the said Project Management Consultant of the terms and conditions contained in the said contract, we the _____** (hereinafter referred to as ‘**the said Bank**’) and having our office at _____ do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said Project Management Consultant in respect of the said contract or of any of the terms and conditions contained in the said contract, or in respect of all its claims for money and / or material found due and recoverable from the said Project Management Consultant and to unconditionally pay the amount claimed as such by the Corporation on demand and without demur to the extent aforesaid.

2. We, the said Bank further agree that the Corporation shall be the sole judge of and as to whether the said Project Management Consultant has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time on account thereof and the decision of the Corporation in this respect shall be final and binding on us.



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3. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Project Management Consultant, or to postpone for any time and from time to time any of the powers exercisable by it against the said Project Management Consultant 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 Project Management Consultant or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Project Management Consultant or of any other matter or thing whatsoever, which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its liability.

4. It shall not be necessary for the Corporation to proceed against the Project Management Consultant 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 Project Management Consultant shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

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

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

For and on behalf of the Bank

(Name and Designation)

The above Guarantee is accepted by the

LIFE INSURANCE CORPORATION OF INDIA.

For and on behalf of the LIC of India



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E-mail: nz_engg@licindia.com

(Name and Designation)

Dated:

Note No.1 * : FILL IN AS APPLICABLE

A) For Proprietary concerns:-

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

OR

B) For Partnership concerns:-

1. Shri _____
son of _____
resident of _____
2. Shri _____
son of _____
resident of _____

carrying on business in partnership under the name and style of
_____ of _____ at
_____ (hereinafter collectively called ‘**the** Project
Management Consultant’ which expression shall unless the context requires otherwise
include each of them and their respective heirs, executors, administrators and legal
representatives)

OR

C) For companies :-

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

Note No.2:

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