

LIFE INSURANCE CORPORATION OF INDIA
ENGINEERING DEPARTMENT
SOUTHERN ZONAL OFFICE,
“153,LIC BUILDING ”,
ANNA SALAI,
CHENNAI -600 002
PHONE: 044-28604101, 28616135 / 28616128
e-mail: sz_engg@licindia.com

NAME OF THE WORK: e-TENDER FOR PROPOSED S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :-

KERALA

➤ (a) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, THRISSUR.

➤ (b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM.

BID-II: TECHNICAL & EMD

TENDER NO.SZ/SOLAR/2021-22/ELEC/01

LAST DATE FOR SUBMISSION OF FILLED IN TENDER:
ON OR BEFORE 15:00 Hrs on 06.10.2021

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e-mail: sz_engg@licindia.com

1. LETTER TO CONTRACTOR FROM CHIEF ENGINEER

Date:

To,

Dear Sir / Sirs,

**NAME OF THE WORK: e-TENDER FOR PROPOSED S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :-
KERALA**

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➤ **(b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM.**

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

BID I : PREQUALIFYING BID

BID II : TECHNICAL BID+E.M.D+(TENDER FEES + GST 18%)

BID III : FINANCIAL BID

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

2. The drawings for the work will be available for inspection at the following Office: The Chief Engineer, SOUTHERN ZONAL OFFICE, "153, LIC BUILDING", ANNA SALAI, CHENNAI -600 002 OR at work site.
3. The bidders should submit required Earnest Money Deposit in a manner/mode as mentioned in e-TENDER process (ref: Pre-Qualification BID details). **Tender fee. – As mentioned in the PQ Notice and Earnest Money Deposit of Rs. 6200 (for one work) or Rs.12400(for both works) (Rupees -----only) – As mentioned in the PQ** shall be submitted in a sealed envelope separately..
 - a. Tender fee –Rs.590 (for one work) or Rs.1180 (for both works) - in the form of Crossed Demand Draft/ Pay order/ Bankers Cheque of any Nationalized/ Scheduled Bank drawn in favour of "Life Insurance Corporation of India" payable at "Chennai"

b. Earnest Money Deposit shall be submitted in the following form:-

i) The total amount of Rs.6200 (for one work) or Rs.12400 (for both works) (Rupees -----

----- only) in the form of Crossed Demand Draft/ Pay order/ Bankers Cheque of any Nationalized/ Scheduled Bank drawn in favour of "Life Insurance Corporation of India" payable at "Chennai" (or) Bank Gurantee for the full amount i.e for Rs.6200 (for one work) or Rs.12400 (for both works)

-/- (Rupees -----

only)

(or)

ii) 50% of the total amount i.e. Rs.3100 (for one work) or Rs.6200 (for both works) Rs.--

----- only) in the form of Crossed Demand Draft/ Pay order/ Bankers Cheque of any Nationalized/ Scheduled Bank drawn in favour of "Life Insurance Corporation of India" payable at "Chennai" and

Balance 50% of the total amount i.e. Rs. Rs.6200 (for one work) or Rs.12400 (for both works)

----- only) in the form of Bank Guarantee issued by any Nationalized/ Scheduled Bank at Chennai.

NOTE: The work is Supply,Insatallation & commissioning and Reckoned under work contract In view of this MSME/NSIC Certificates will not be considered for waiver of EMD/SD(Security Deposit). Separate DD's for EMD shall be submitted. Hence all participating agencies should submit EMD's as stipulated by us in the form of DD's for stipulated amounts payable at Chennai. If any agency fails to submit the EMD's along with the tender, the tender shall be treated as Non-Bonafied.

1. BIDs are to be submitted on the e-tendering portal **on or before As per the Key Dates** and the BID I & BID II of eTenders will be opened at **As per the Key Dates** in the presence of contractors or accredited representatives, who wish to attend the online Tender Opening process. The bidders can view the Tender Opening details through their respective Login IDs on the above mentioned eTender portal (Website). The Tenderer should ensure that their tender is received **Online Electronically** on or before the due date and time as specified in "Key Dates" in the Tender Document and above mentioned Portal (website). **Please note that above e-Tendering System is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.**
2. An annexure for Guidelines to Submit tenders on Electronic Tendering System (ETS) is attached in the Tender document. The tenderers are advised to carefully read the above document for understanding of e-Tendering System. The above Annexure will supersedes all the terms & conditions mentioned for submission of tender in document.
3. The Life Insurance Corporation of India does not bind itself to accept the lowest or any tender.

Encl: As above.

LIFE INSURANCE CORPORATION OF INDIA
2. LETTER FROM CONTRACTOR TO CHIEF ENGINEER
TO BE SUBMITTED ONLINE ON OR BEFORE ON As per the Key Dates

Date:

From:

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

To

The Chief Engineer,
Life Insurance Corporation of India
Engineering Dept, Southern Zone ,
153,Anna Salai,
Chennai- 600002.

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➤ **(b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM.**

Dear Sir,

1. Having examined the Enrolment Form, Selection Criteria , Technical Specifications, schedule of Quantities, Detailed Drawings, Specifications, Conditions of Contract etc. included in the tender document for the Rate Contract relating to the above work, having visited/examined the site of the existing premises, having acquired the requisite information relating thereto as effecting the tender invited by you on behalf of the Life Insurance Corporation of India, I/We, the undersigned hereby offer to carry out the above mentioned work on Percentage Rate basis in strict accordance with the Contract Conditions and Specifications.
2. I/We, undertake to complete and deliver the whole of the works within a period as specified in Appendix to the Conditions of Contract from the date of issue of intimation from you that the tender has been accepted and upon receiving possession of the site. I/We shall be under the obligation to complete the entire work within the period of completion failing which to pay the sum as stated in the Appendix to the Conditions of Contract for every week that the works shall remain incomplete, damages as compensation subject to the conditions of contract relating to extension of time.

I/We submit herewith my/our tender with an Earnest money remittance of Rs.6200 (for one work) or Rs.12400 (for both works) **(Rupees ----- only)** in the form of CROSSED DEMAND DRAFT /Bank Guarantee of Nationalized/ scheduled Bank PAYABLE AT Chennai. I/We, hereby agree that part of this sum shall be forfeited by the 'Life Insurance Corporation of

India in the event of my/our tender being accepted and I/We fail to execute Contract when called upon to do so.

3. In the event of the tender being accepted, I/We, agree to the retention of my/our EMD as a part of Security Deposit and the balance amount of Security Deposit to be recovered at 7.5% of Gross Value of work done from my / our Running Account Bills. **OR** I/We, agree to furnish a lump sum Bank Guarantee for total Security Deposit or two Bank Guarantees each with 50% value of Security Deposit from any Nationalized/Scheduled Bank at Mumbai as per specimen given in Annexure "B" to Conditions of Contract, within 21 (twenty-one) days of acceptance of tender.
4. Performance Guarantee : **Applicable**
5. I/We, note that the Earnest Money Deposit of Rs.6200 (for one work) or Rs.12400 (for both works) **(Rupees -----only)** would be refunded to me/us.
 - a) On expiry of the validity of the tender or earlier at the discretion of Chief Engineer in case my/our tender is not accepted and
 - b) In case my/our tender is accepted, after I/We, furnish Bank Guarantee in lieu of Security Deposit as mentioned above.
6. I/We, agree,
 - a) In case my/our tender is withdrawn before expiry of the validity period or before the issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, in such case 25% of the EMD will be forfeited by the department.
 - ~~b) In case my/our tender is accepted and the Performance Guarantee is not submitted within the prescribed period or approved extended period, 50% of the EMD will be forfeited automatically without any notice.~~

Yours faithfully,

(SIGNATURE OF THE CONTRACTOR)

Name and Seal

NAME OF THE PARTNER OF THE FIRM

OR

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

**LIFE INSURANCE CORPORATION OF INDIA,ENGINEERING DEPARTMENT
SOUTHERN ZONAL OFFICE,“153,LIC BUILDING ”,ANNA SALAI,
CHENNAI -600 002,PHONE: 044-28604101,28616135 / 28616128.
e-mail: sz_engg@licindia.com**

3. CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

- 1.1 In construing these Conditions, the Specifications, the Priced Schedule of Quantities, Tender and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:
- 1.2 “Employer” shall mean THE LIFE INSURANCE CORPORATION OF INDIA and his (their) heirs, legal representatives, assignees and successors.
- 1.3 “Chief Engineer” shall mean the person occupying the post of head of the Zonal Engineering Department of the Corporation.
- 1.4 “Corporation’s Engineers” shall mean such Deputy Chief Engineers, Superintending Engineers and/or Executive Engineers of the Corporation, who shall from time to time be appointed by the Chief Engineer for supervising the work carried out by the Contractor or for any purpose in connection therewith:
- 1.5 The term “Site Engineer” shall mean the person appointed and paid by the Employer, acting under the order of the Corporation’s Engineer to superintend the work.
- 1.6 The Contractor shall mean, the individual, firm or company whether incorporated or not, who is awarded the contract & shall include the legal representative of such individual or the persons composing such firm or company or the successors of such individual, firm or company & the permitted assignees of such individual, firm or company.

- 1.7 The “Site” shall mean the lands/buildings and/or other places on, in, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract
- 1.8 “This Contract” shall mean the Articles of Agreement, these Conditions, the General Instructions to Contractor, General Preambles to Schedule of Quantities, Special Conditions, the priced Schedule of Quantities, the Specifications, the Appendices, the Drawings and other related correspondence.
- 1.9 “Act of Insolvency” shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending Statute.
- 1.10 “Notice in Writing” or written notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.11 Words importing persons include Firms and Corporations, words importing the singular only also include the plural and vice versa where the context so requires.
- 1.12 The titles of the Clauses shall not affect or alter the meaning of Clauses and are solely for the purpose of facilitating reference.
- 1.13 The following abbreviations shall be followed for the designations of various LIC Officers:

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

1.14 Wherever the words “approved”, “directed”, “as required”, “selected” or words of like effect are used, it is to be understood that the approval/direction, requirement or selection of the Corporation’s Engineer are intended unless otherwise specified.

1.15 The words “as described” shall mean the description in the Special Conditions, Specifications, General Instructions, Drawings etc. of this tender.

1.16 The words “allow” shall mean that the Contractor shall include in his rates for the particular matter referred to.

1.17 “Day Work” shall mean items of labour and/or materials which in the opinion of the Corporation’s Engineer are not capable of being evaluated by the accepted method of measurement and analysis.

2. SCOPE OF CONTRACT:

2.1 The Contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Corporation’s Engineer. The Corporation’s Engineer may issue further drawings and/or written instructions, details, directions and explanation in regard to:

- a. The variation or modification of the Design, quality of works or the addition or omission or substitution of any work;
- b. Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications;
- c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material thereof;
- d. The removal and/or re-execution of any work executed by the Contractor;
- e. The dismissal from the work of any persons employed thereupon;
- f. The opening up for inspection of any work covered thereupon;
- g. The amending and making good of any defects under relevant Clause giving details of defects after completion.

2.2 The Contractor shall forthwith comply with and duly execute all works comprised in such Instructions subject to the provisions of relevant specific conditions of the Contract. In the event of any dispute or difference of opinion the contractor shall refer the matter within 7 (seven) days of the issue of such instruction to the Chief Engineer whose decision shall be final & binding.

3. DISCREPANCIES:

3.1 If there are varying or conflicting provisions made in any one document forming part of Contract, the Chief Engineer shall be the deciding authority with regard to the intention of the document and His decision shall be final and binding on the contractor.

3.2 The several documents forming the Contract are to be taken as mutually explanatory of one another,

and the order of precedence shall be as follows;

- a) Special conditions
- b) General preambles to schedule of quantities
- c) General instructions
- d) Conditions of contract

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

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

4. DRAWINGS AND SCHEDULE OF QUANTITIES:

- 4.1 Two complete sets of the Drawings and Specifications and Schedule of Quantities shall be furnished by the employer to the contractor. Two copies of the additional Drawings, if any, shall be furnished within such time as the Chief Engineer may consider reasonable which may be necessary for execution of any part of the work. Such copies shall be kept on the work site and the CE and his representatives shall at all reasonable times have access to the same and they shall be returned to the EE by the Contractor on completion of the contract.

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

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

- 5.1 Contractor shall provide everything necessary for the proper execution of the work according to the intent & meaning of the Drawings, Priced Schedule of Quantities and Specifications taken together, whether the same may or may not be explicitly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the CE whose decision shall be final and binding on the Contractor.
- 5.2 The Contractor shall supply, fix and maintain at his cost during the execution of any work all the necessary Centering, Scaffolding, Staging, Planking, Timbering, Strutting, Shoring, Pumping, Fencing, Boarding, Watching and Lighting by night as well as by day, required not only for the proper execution and protection of the said work but also for the protection of the Public and the safety of any adjacent Roads, Streets, Cellars, Vaults, Ovens, Pavements, Walls, Houses, Buildings and all other erections, matters or things and the Contractors shall take down and remove any or all such Centering, Scaffolding, Staging, Planking, Timbering, Strutting, Shoring, etc., as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the work to the satisfaction of the Corporation's Engineer.

6. AUTHORITIES, NOTICES AND PATENTS:

- 6.1 The Contractors shall conform to the provisions of any Acts of the Legislature relating to the work and to the Regulations and Bye-Laws of any Authority and or any Water, Lighting and other Companies and/or Authorities with whose system the structure is proposed to be connected and shall before making any variations from the Drawings or Specifications that may be necessitated by so conforming give to the CE written notice specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. In case the Contractor shall not within 7 (seven) days receive such instructions, he shall proceed with the work conforming with the Provisions, Regulations or Bye-Laws in question.
- 6.2 In particular, the Contractors shall be responsible to Register themselves under the Contract Labour (Regulation & Abolition) Act 1970 and Rules there under and any amendment thereto; They must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to Employer as may be required by it and shall indemnify the Employer against any penalties/claims arising from any default on their part.
- 6.3 The Contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and to pay to such Authority or to any Public Office all fees/costs that may be properly chargeable in respect of the work and lodge the receipts with the Employer.
- 6.4 The Contractors shall indemnify the Employer against all claims in respect of patent, rights, and shall defend all actions arising from such claims unless he has informed the Chief Engineer before any such infringement and received his permission to proceed and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
- 6.5 The Contractor should observe that his work shall not cause any nuisance to the Public in general and to the neighbouring occupants in particular.
- 6.6 Should the Contractor desire to work on Sundays, Holidays and during night hours, permission in writing from the Corporation's Engineer must be obtained in time. It shall be the responsibility of the Contractor to obtain permission from Civil Authorities, if necessary.

7. SETTING OUT WORK:

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

outlines of the building and Centre line layout have been pegged out and approved by the Corporation's Engineer.

8. CONTRACTOR IMMEDIATELY TO REMOVE OFFENSIVE MATTER:

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

9. MATERIALS AND SAMPLES TO BE BEST:

- 9.1 All the materials stores and equipment required for the full performance of the Contract must be provided through normal trade channels and must include **applicable import duties and all applicable taxes and other charges, if any.** They shall be of approved quality and the best of their kind available and the Contractor must be entirely responsible for the proper and efficient carrying out of the work. The Contractor shall order all materials required for the execution of the work from **local as well as from outside sources if situation warrants so** as early as necessary to the satisfaction of the Corporation's Engineer and to ensure that such materials are on site well ahead of requirement for use in the work. **Non-availability of materials in local market will not be an issue behind slow progress of work.**
- 9.2 Before ordering such materials, the Contractor shall get samples of the materials approved well in time. Preference shall be given to ISI marked products and approved brands of requisite quality as mentioned in the tender. For materials to be used if permitted which are neither approved brands nor ISI marked, the same shall be got tested from approved laboratories at the Contractor's cost before approval. Approved brand and ISI marked product will also be tested if desired by the CE and if the test results are satisfactory, the cost of testing shall be borne by the Employer otherwise by the Contractor. No claim will be allowed for delay to the progress of work caused by testing. If called upon by the **Corporation's Engineer,** the Contractor shall produce proof for having arranged for the supply of materials well in time.
- 9.3 The Contractor shall furnish well in time before work commences at his own cost, any samples of workmanship that may be called for by the Corporation's Engineer for his approval and any further samples in case of rejection until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply. In case of items like suspended ceiling, partitions, etc. typical sample panels or proto-types shall be erected in position for approval before undertaking work. Rates quoted shall cover for all such preliminary works.
10. ACCESS:
Any of the Corporation's Engineers or any persons authorised by the Employer/Chief Engineer shall at all reasonable time have free access to the work and/or the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained and the Contractor shall give every facility to all of them necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Public Authorities, no person shall be allowed on the work at any time without the written permission of the Corporation's Engineer. If any work is to be done at

a place other than the site of the work, the Contractor shall obtain the written permission of the Corporation's Engineer for doing so.

11. CONTRACTOR'S SUPERVISION & MINIMUM REQUIREMENT OF TECHNICAL STAFF/FOREMEN:

11.1 The Contractor shall either himself supervise the execution of the contract or may appoint a competent representative approved by the CE to act in his stead.

11.2 Where the contractor is not a qualified Engineer or even if he is so qualified, he cannot in the opinion of C.E., give his full personal attention to the works, he shall at his own expense employ person(s) possessing the qualification and experience as described hereunder as his accredited representative to supervise the works and to receive instructions from Corporation's Engineers. Any directions, instructions or notices given by the Corporation's Engineer to such supervisor(s) shall be deemed to be given to the contractors.

- a) FOR CIVIL WORKS COSTING UPTO Rs. 100 LAKHS : A qualified resident Engineer having a Government recognised Diploma in Civil Engineering and minimum of 2 years experience on building construction site/Solar work.
- b) FOR CIVIL WORKS COSTING MORE THAN Rs.100 LAKHS & UPTO Rs.200 LAKHS : A qualified resident Engineer having a Recognised Degree in Civil Engineering or equivalent qualification and minimum of 2 years experience on building construction site/s or a recognised Diploma in Civil Engineering with minimum 5 years experience on such construction jobs/ Solar Work.
- c) FOR CIVIL WORKS COSTING MORE THAN Rs.200 LAKHS :
 - i) A qualified resident Engineers having a Recognised Degree in Civil Engineering and minimum of 3 years experience of such major construction site/s or a recognised diploma in Civil Engineering with 8 years experience.
 - ii) In addition to above the contractor shall employ suitable number of supervisors, store supervisors, with recognised degree / diploma in the relevant branches or recognised qualification & experience in the relevant trades for proper execution of the work as approved by the Chief Engineer.
- d) The CE may vary any of the above qualifications / experience at his discretion if so warranted by conditions prevailing and applicable to any particular work such as Air-conditioning, HT, Interiors etc.
- e) If the contractor fails to employ suitable person(s) to supervise the work or fails to appoint replacement(s) when necessitated, amount as stipulated in the Appendix to the conditions of contract shall be recovered from the contractor for each Engineer and each supervisor for the period of non-employment.

12. DISMISSAL OF WORKMEN:

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

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

13. DATE OF WORK COMMENCEMENT AND COMPLETION:

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

14. ASSIGNMENT:

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

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

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

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

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

a. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

b. The net price of the items in the original tender shall determine the value of the items omitted. However, if omissions vary the conditions under which any remaining items of the work are carried out or if the amount of any omission relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Chief Engineer, the net rate or price contained in the Priced Schedule of Quantities or Tender or for any item of work involves loss or expenses

beyond that reasonably contemplated by the Contractor and is by reason of such omission rendered unreasonable or inapplicable, the Chief Engineer shall fix another rate or price as in the circumstance he shall think reasonable and proper.

- c. If the rate for any altered, additional, or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- d. If the rate for altered, additional or substituted item of work cannot be determined in the manner specified above, then such items of work shall be priced on the basis of coefficients of labour and materials as given in the latest CPWD rate analysis handbook and rates for labour and materials wherever applicable shall be the market rate prevailing at the time of execution.
- e. Where such co-efficient are not available in C.P.W.D. rate analysis, the actual Labour/Materials involved and recorded by the Corporation's Engineer in executing the items shall be considered.
- f. Where extra work cannot be properly measured or valued, the Contractor shall be allowed "Day Work" prices at the net rates stated in the Tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local "Day Work" rates and wages for the district, provided that in either case vouchers specifying the date and time (and if required by the EE the names of workmen employed) and materials incorporated be delivered for verification to the EE or his representative at or before the end of the week following that in which the work has been executed. The EE is not bound to recognize the cost of materials furnished in vouchers; the CE at his discretion will fix the price of such materials based upon market value.
- g. While fixing rates of extra items 15% (Fifteen percent only) shall be allowed over & above the basic rate of material (without GST) T&P , Water Charges and labour to cover all supervision, overheads, profits and all other applicable taxes/cess. GST on works contract will be paid separately.
- h. Where the quantities of any item in the schedule exceeds by 100% in foundation and in plinth, and 50% in super-structure (above plinth), these extra quantities over 100% & 50% respectively will be treated as extra items of work and priced accordingly as above. [Items such as roads, pavements etc. shall be considered as below plinth]. The decision of CE for terming items below or above plinth is final & binding on the contractor.
- i. For all extra items of work, the contractor should submit to the concerned Corporation's Engineer the necessary particulars along with his analysis and the rate he proposes to claim for consideration within a period of 4 (four) weeks from the time of cropping up of any authorized extra / deviated item. He shall also ensure that all the authorized claims are included in the final bill. If the contractor fails to submit his claim within the stipulated period or the period duly extended by the Corporation's Engineer, then the CE shall proceed to fix the rate for the item(s) and the same shall be final and binding on the contractor.
- j. The Contractor shall note that Extra/Deviated items claim and/or any other claim whatsoever if submitted after submission of his Final Bill, will not be entertained and considered by the Employer. The Contractor shall not be allowed

to make any Additions/ Alterations/ Revisions / Changes/ Modifications/ Variations in the final bill, after the final bill is submitted by him.

16. SUB-CONTRACTORS:

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

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

- 17.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all damage to structural and/or decorative part of property which may arise from the operations or neglect of himself or of any Sub-contractor or any of his Sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of his Contract. This Clause shall be held to include inter-alia, any damage to Building, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges, or ways as well as all damage caused to the building, and the works forming the subject of this Contract by frost, rain, wind or other inclemency of the weather. The Contractor shall fully indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of all and any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or damages consequent upon such claim.
- 17.2 The Contractor shall fully indemnify the employer against any loss, damage or deterioration for whatever reason, of all materials brought at site and especially material supplied by or paid for partly or wholly by the employer.

- 17.3 The Contractor shall reinstate all damage and loss of every sort mentioned in this Clause so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of the third parties.

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

18. DELAY AND EXTENSION OF TIME:

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

- a) by force majeure ,
- b) by reason of any exceptionally inclement weather,
- c) by reason of proceedings taken or threatened by, or disputes with, adjoining or neighbouring owners, or public authorities,
- d) by the work, or delays, of other Contractors or Tradesmen engaged by the Employer,
- e) by reason of any additional work or instruction ordered by the employer,
- f) by reason of Civil Commotion, local commotion of workmen or strike or lock-out affecting any of the building trades,
- g) In consequence of the Contractor not having received in due time necessary instructions from the CE for which he shall have specifically applied in writing,
- h) From other causes which the CE may certify as beyond the Control of the Contractor,
- i) by reason of non-payment of interim certificate at specified time, then upon the happening of any such event causing delay the contractor shall immediately, give notice thereof in writing to the Corporation's Engineer, but shall nevertheless use constantly his best endeavours to make good this delay.

18.2 Request for extension of time shall be made by the contractor at the earliest of the event causing delay.

18.3 In case of strike or lockout the Contractor shall give written notice thereof to the CE as soon as possible but he shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the CE to proceed with the work.

18.4 The CE shall make a fair and reasonable assessment of the delay and grant extension of time accordingly. Such extension shall be communicated to the contractor by the Corporation's Engineer immediately within 30 (Thirty) days of the date of receipt of request for extension. Non-application by the contractor for extension shall however not be a bar for giving fair and reasonable extension which shall be as decided by the CE.

18.5 The decision of the CE as communicated by the Corporation's Engineer to the contractor on the extension of time shall be final & binding.

18.6 No claim in respect of compensation or otherwise, howsoever arising, as a result of extension granted under the above conditions shall be admissible.

19. "COMPENSATION IN THE FORM OF PENALTY FOR DELAY OF WORK"; "REWARD FOR EARLY COMPLETION"

19.1 "COMPENSATION IN THE FORM OF PENALTY FOR DELAY OF WORK"

"The Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) within 10 (Ten) days of Letter of intent and get it approved by the Chief Engineer, LIC of the Zone. The Milestone Chart shall be prepared as produced below in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the work and may be amended as necessary by agreement between the Chief Engineer, LIC and the Contractor within the limitations of time stipulated in the Contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has to be agreed upon) complete as under-

<i>Description of Milestone (Physical Progress of work)</i>	<i>Time Allowed in days (from date of start)</i>	<i>Amount to be with- held in case of non achievement of milestone.</i>
<i>Complete 1/8th of the work i.e. Excavation & Foundation works up to plinth/ stilt level.</i>	<i>before 1/4th of the whole time allowed in the contract has elapsed i.e. Zero date + 1/4 period.</i>	<i>1.5% of tendered value of work per month of delay to be computed on per day basis.</i>

Complete 3/8th of the work i.e. RCC works & Brick Masonry works in addition to what is stated above.	before one half of such time has elapsed i.e. Zero date + 1/2 period.	1.5% of tendered value of work per month of delay to be computed on per day basis.
Complete 3/4th of the work i.e. Internal plaster including POP, External Plaster Floor in al r, g including laying of electrical conduit, Junction Waterproofing Boxes, Terrace ng, All intern Installation al electrical panels Including electrical , in addition to what is stated above.	before 3/4th of such time has elapsed i.e. Zero date + 3/4 period.	1.5% of tendered value of work per month of delay to be computed on per day basis.
Complete all the works i.e. Sanitary & Plumbing, Internal painting, External painting/ finishing like ACP panelling/ structural glazing, Doors and windows, Lifts, Solar work, Elect. Substation, External drainage, Water connectio Rai wate n, n r harvesting, Pavements, Landscapping, etc. / All completio Commissionin n, g and Handing Over.	On or before agreed of Contract i.e. Zero period date + Total Period.	1.5% of tendered value of work per month of delay to be computed on per day basis.
Note: (1) The external works shall have to be completed parallelly.		

The physical progress report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not exceeding one month) as decided by the Chief Engineer. The compensation for delay as per clause shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, provided always that the total amount of Compensation in the form of Penalty for delay to be paid under this condition shall not exceed 10% of the tendered value of work”.

Compensation in the form of Penalty for delay of work @ 1.5% of tendered value of work per month of delay to be computed on per day basis.

The amount of compensation in the form of Penalty shall be adjusted or set-off against any sum payable to the Contractor under this or any other contract with LIC. In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld and to be adjusted against the compensation levied at the final grant of Extension of Time if needed. With-

holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.”

19.2 REWARD FOR EARLY COMPLETION

REWARD FOR EARLY COMPLETION : If the Contractor completes the work in advance before the stipulated period stated in the “Appendix to Condition of Contract” in all respects and the Chief Engineer certifies in writing that in his opinion the same has been completed, the reward for early completion is applicable and payable to the contractor. If contractor completes the works 3 months in advance in all respects, 0.5% of final contract completion value shall be rewarded. If contractor completes the works less than 3 months in advance, 0.1% of the final contract completion value shall be rewarded. The amount, if payable, shall be paid along with final bill.

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

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

21. MEASUREMENT OF WORKS:

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

21.2 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 Institutions (now renamed as Bureau of Indian Standards) on "Method of measurement of Building works".

21.3 The Contractor or his representative may, at the time of measurement, take such notes and measurements as he may require.

21.4 All authorized 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.

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

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

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

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

21.9 Measurements of all hidden/concealed items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry, concrete etc. steel in all R.C.C. work, pipe to be encased etc. shall be jointly recorded by the contractor and Site Engineer or his authorised representative before they are covered up. Immediately after the work is ready for measurements, Contractor will give specific notice to the Site Engineer for recording the measurements. If the Site Engineer or his authorised representative fails to record the measurements, the Contractor will refer the matter to the Corporation's Engineer for instructions, but in no case shall cover up work without the latter's permission.

22. **PAYMENTS:**

22.1 The Contractor shall be paid by the Employer, from time to time, by instalment under Interim Certificate to be issued by the Corporation's Engineer to the Contractor on account of the work executed, when in the opinion of the Corporation's Engineer, 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 Corporation's Engineer) has been executed in accordance with this Contract, subject however to recoveries under this Contract. The Interim Certificate shall be based upon Interim Bills or Running Account Bills to be prepared by the Contractor and supported by the detailed measurements. The Corporation's Engineer may allow inclusion in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the work but not incorporated in it.

22.2 Provided always that the issue by the Corporation's Engineer of any Certificate during the progress of the works or after their completion shall not relieve the Contractor from his liability in cases of fraud, dishonesty or fraudulent concealment relating to the work or materials or any matter dealt with in the Certificate in case of all defects and insufficiencies in the work or materials which a reasonable examination would not have disclosed. No Certificate of the Corporation's Engineer shall of itself be conclusive evidence that any work or materials to which it related are in accordance with the Contract;

- 22.3 Payment upon the Corporation's Engineer's Certificate shall be made within the periods named in the Appendix "Period for honouring Interim Certificate" after such a Certificate has been delivered to the Employer;
- 22.4 The CE shall have power to withhold any Certificate if the work or any parts thereof are not being carried out to his satisfaction. However , if the final certificate is not passed within the period as mentioned under clause No 22.5, 26 due to Audit para by CTE etc.. the amount involved for such items of deficient work as decided by Chief Engineer would be with held. The same would be allowed as agreed upon by CTE & the Chief Engineer and the final certificate would accordingly be issued and final bill passed. For such with held amount, a simple interest @6% per annum shall be paid to the Contractor along with the said payment. Such interest shall be calculated from the last date (as mentioned in Appendix to Condition of Contract) for honouring final certificate till the date of payment.
- 22.5 The measurements and valuation in respect of the Contract shall be completed within the "period of Final Measurement" stated in the Appendix to conditions of contract or if not so stated then within six months of the completion of the contract works as defined in Clause (26) hereof. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- 22.6 The final certificate shall be based on the submission of final measurements or overall measurements of the work(to be taken if so directed by Corporation's Engineer) with all relevant details similar to 22.1 above. The CE may direct the Contractor to re submit details if the same are found in complete to issue the final certificate and his decision to accept the details is final and binding on the Contractor.

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

23. SECURED ADVANCE AGAINST MATERIALS

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

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

OR

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

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

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

24. UNFIXED MATERIALS AND EQUIPMENTS:

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

25. REMOVAL OF IMPROPER WORK:

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

26. VIRTUAL COMPLETION:

The work shall be completed in accordance with the Contract and to the entire satisfaction of Chief Engineer. All unused materials, tools, plants, scaffoldings, temporary structures, hutments and things belonging to the Contractor shall be removed and the site of works cleared of rubbish and all waste materials by the contractor at his own expenses and delivered up tidy to the employer. After completion of the work, the contractor will serve a written notice to the CE to this effect. The Chief Engineer after satisfying himself shall thereupon approve the virtual completion. The Defect Liability Period shall commence from the date of such certification.

27. DEFECTS AFTER COMPLETION:

The defects, shrinkage, settlements or other faults, which may appear within “the Defects Liability Period, stated in the “Appendix to the Conditions of Contract” or if not stated then, within **24 (Twenty Four)** months after virtual completion of the work, arising on account of materials or workmanship not in accordance with the Contract shall, upon the directions in writing of the Corporation’s Engineer and within such reasonable time specified therein, be amended and made good by the Contractor at his own cost unless the CE shall decide that he ought to be paid for such amendment and for making good, and in case of default, the CE may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be recovered from any monies due or that may become due to the Contractor. The CE may in lieu of such amending and making good by the Contractors, deduct from any money due or that may become due to the Contractor, a sum to be determined by the CE equivalent to the cost of amending such work. Should any defective work have been done or materials supplied by any Sub-Contractor employed on the work, who has been nominated or approved by the CE as provided in Clause No.16 the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subjected to the provisions of this Clause and Clause No.2 hereof. The Contractor shall remain liable under the provision of this Clause notwithstanding the payment of any Certificate or the passing of any accounts.

28. PROVISIONAL SUMS, APPLICATION OF:

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

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

29. OTHER PERSONS ENGAGED BY THE EMPLOYER:

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

30. SUSPENSION BY THE CONTRACTOR:

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

31. DETERMINATION OF CONTRACT BY EMPLOYER:

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

- a) has abandoned the Contract, or
- b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 7 (seven) days after receiving from the CE written notice to proceed, or
- c) has failed to proceed with work with such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, or
- d) has failed to complete the work within the stipulated date including authorised extensions or

- e) has failed to remove the materials from the site or to pull down and replace the work within 7 (seven) days after receiving a written notice from the Corporation's Engineer that the said materials or work were condemned or rejected or
- f) has neglected or failed persistently to observe and perform all or any of the acts, matters, or things, by this Contract to be observed and performed by the Contractor for 7 (seven) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- g) has to the detriment of good workmanship or in defiance of the CE's instructions to the contrary sub-let any part of the Contract, then and in any of the said causes, the CE notwithstanding any previous waiver, after giving 7 (seven) days notice in writing to the Contractors, determine the Contract, but without thereby affecting the powers of the CE or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, his agents or servants, may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials, lying upon the premises or the adjoining lands or road and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the work, and the Contractor shall not in any way interrupt or do any act, matter, or thing to prevent or hinder such other Contractor, other persons or person employed for completing and finishing or using the materials and plant for the work. When the work shall be completed or as soon thereafter as convenient, the CE shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 (Fourteen) days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realised. The CE shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in getting the work to be so completed, and the amount, if any, owing to the Contractor and the amount, which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be and the Certificate of the CE shall be final and conclusive between the parties.

32. TERMINATION OF CONTRACT BY CONTRACTOR:

- 32.1 If payment of the amount payable by the Employer under any Certificate of the EE shall be in arrears as unpaid for 60 (sixty) days after notice in writing requiring payment of the amount with interest of aforesaid shall have been given by the Contractor to the Employer, or if the work be stopped for six months under order of the CE or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer

payment for all the work executed and for any loss, he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

- 32.2 Deduction at source of Income Tax, **all other Statutory taxes as applicable and Labour cess** shall be made by LIC of India as per statutory provisions prevailing from time to time, from the Running Account / Final Bills and remitted to the concerned Taxation Authorities / State Government on behalf of the contractor.

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

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

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

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

34. DISPUTES TO BE FINALLY DETERMINED BY CHIEF ENGINEER:

The Instructions, Decisions, Opinion, Direction, Certificate or Valuation of the CE with respect to all or any of the matters under Clause (2), (3), (5), (6), (9), (14), (15), (18), (23), (27), (30), (31) and (33) hereof (which matters are herein referred to as EXCEPTED MATTERS) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other Decision, Opinion, Direction, Certificate or Valuation of the CE or any refusal of the CE to give any of the same shall be subject to the right of Arbitration and review as given under Clause No.36.

35. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

- 35.1 Amount towards Security deposit shall be calculated as per details given under Serial No.9 of “APPENDIX TO CONDITIONS OF CONTRACT” in Part-II of the tender. Security Deposit can be either in Cash or in the form of Bank Guarantee. In case of cash option, the EMD shall be retained as part of Security Deposit and balance Security Deposit shall be accumulated through retentions from Running Account Bills at 7.5% (maximum) of gross amount of bill. In case of Bank Guarantee option, the Contractor shall furnish one Bank Guarantee for full amount of Security deposit valid till end of defects liability period OR, two Bank Guarantees of like amounts each equal to half the Security deposit; one valid till virtual completion and the other till end of defects liability period.
- 35.2 Performance Guarantee under “Appendix to Conditions of Contract” shall be only in the form of Bank Guarantee valid up to CAMC period.
- 35.3 The Bank Guarantee/s shall be from any Nationalised / Scheduled Bank approved by the Chief Engineer, which is located at the Zonal Office Headquarters of L.I.C within whose jurisdiction the work falls or at the place of work.
- 35.4 Bank Guarantee/s (BGs) against Security Deposit (SD) and Performance Guarantee (PG) shall be executed as per the specimen pro-forma at Annexure C and D respectively. BG against Security deposit shall be submitted within 21 (twenty one) days of issuance of letter of acceptance.
- 35.5 In case of failure by the contractor to furnish the Bank Guarantee against Performance Guarantee as per Cl.35.2 by the stipulated date or extended date if any, Employer shall without prejudice to any other right or remedy available in law, be at liberty to cancel the tender and forfeit the Earnest Money of Contractor absolutely.
- 35.6 50% of the Security Deposit (cash option) shall be refunded after the certificate of virtual completion is issued to the contractor & provided that the employer has no claim for forfeiture of part or whole of the said deposit.
- 35.7 Balance 50% of Security deposit will be refunded to the contractor after the satisfactory completion of the defects liability period, subject to deductions for any appropriations thereof required to be made by the employer as per the conditions of contract.
- 35.8 If one Bank Guarantee in lieu of total Security Deposit is furnished, the same will be released only after the successful completion of Defects Liability period subject to any appropriations as aforesaid.
- 35.9 If two Bank Guarantees in lieu of Security deposit are furnished, the First Bank Guarantee will be released after the certificate of Virtual completion is issued to the contractor and second shall be released after the satisfactory completion of Defects Liability Period subject to any appropriations as aforesaid.

- 35.10 Bank Guarantees towards Performance Guarantees (where applicable) shall be released after the virtual completion is issued.
- 35.11 Contractor shall keep the Security Deposit and Performance Guarantee, where applicable, replenished to its full value whenever any recovery or appropriation there from occurs. The employer reserves the right to do so from any money(s) due to the contractor lying with them.
- 35.12 The Contractor should note that no interest will be allowed on any part of the Security deposit.
- 35.13 No deductions will be effected from the bills when the total security deposit is paid in the form of Bank Guarantee(s) and the E.M.D shall be refunded after acceptance of Bank Guarantee(s).
- 35.14 In the event of failure by the contractor to submit Bank Guarantee(s) by the specified / extended date, recovery of Security deposit shall be effected from the R.A Bills. However, where the contractor fails to furnish Bank Guarantee against Performance Guarantee the matter shall be dealt with as per Cl. 35.5 above.
- 35.15 In all cases of Bank Guarantees, there shall be further provision of claim period of 6 months. If the contract period gets extended for any reason whatsoever, the contractor shall obtain the required extensions to the Bank Guarantee(s).

36. SETTLEMENT OF DISPUTES, ARBITRATION:

- 36.1 All disputes and differences of any kind whatsoever arising out of or in connection with the Contract to the carrying out 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 the Chief Engineer within 15 (fifteen) working days of any such matter arising. The Chief Engineer shall, upon receipt of such reference/s will arrange to enter all such dispute(s) on the date of actual receipt in his office in a register and serially numbered. The receipt of such reference shall be acknowledged by the Office of the Chief Engineer. However mere acknowledgment of receipt of claim does not entail that the claim is admitted or accepted. The Chief Engineer shall thereafter constitute a three member committee comprising of Officers not below the rank of Executive Engineer/ADM within 15 working days of reference made by Contractor and delivered at Chief Engineer's Office to examine the disputes and submit its report with documentary evidence to Chief Engineer within 45 days of reference made. The Chief Engineer shall give his decision within 60 days from the date of reference after hearing the Committee and Contractor. If the Contractor be dissatisfied with the decision of Chief Engineer, other than the EXCEPTED MATTERS, then and in any such case, the Contractor, shall refer the matter to Executive Director (Engineering), who turn after hearing Chief Engineer and Contractor shall give his decision in writing within 30 (Thirty) working

days from the day the referred matter is received in his office. If the contractor still be dissatisfied with the decision of the Executive Director (Engineering) then and in

any such case, the contractor shall within 30 (Thirty) working days after receiving notice of such decision, give a written notice to the Executive Director (Engineering) requiring that such matters in dispute (other than the Excepted Matters) be arbitrated upon. In case the contractor fails to serve the written notice on any or all the issues in dispute within the aforesaid time period, the decision conveyed by the Executive Director (Engineering) shall be taken as final, binding and conclusive and shall not be open to arbitration.

- 36.2 Any disputes or differences that the employer may have with the contractor shall also be referred to Arbitration.
- 36.3 All disputes between the parties to the contract (other than those for which the decision of the CE or any other person is by the contract expressed to be final & binding) shall after written notice by either party to the contract to the other of them be referred to sole arbitration by an Arbitrator to be appointed by the Executive Director (Engineering), which shall be final and binding.
- 36.4 If the arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the appointing authority shall appoint a new arbitrator in his place.
- 36.5 Unless both the parties agree in writing, reference of such disputes to arbitration shall not take place until after the completion or alleged completion of the work or termination or determination of contract.
- 36.6 The Sole Arbitrator shall determine all matters in disputes other than EXCEPTED MATTERS (referred in Cl.No.34) which shall be referred to the Sole Arbitrator.
- 36.7 The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications thereof.
- 36.8 The Contractor hereby also agrees that Arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

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

~~37.1 Loan will be available if required by the Contractor, and may be given as under on submission of application by him subject to other conditions being fulfilled.~~

~~37.2 A lump sum amount not exceeding 10% of the Contract sum in two instalments (5%+5%) may be advanced against a Bank Guarantee and at the interest rate as specified in Appendix to the Conditions of Contract. The advance shall be utilised by the Contractor for the purpose of this Contract only and for no other purpose.~~

- ~~37.3 The Bank Guarantee (Proforma at Annexure ' E') shall be for the equivalent amount of loan 'plus' simple interest at specified rate plus 1% of loan amount to cover costs. The Bank Guarantee shall be from any Nationalised or approved scheduled Bank preferably located at Zonal Head Quarters of LIC or place of work and shall be valid till the date of completion as specified in Appendix to Conditions of Contract.~~
- ~~37.4 The amount of loan which may be given to the Contractor shall be at the sole discretion of the CE.~~
- ~~37.5 Recovery of the sums advanced by way of loan as above and of interest, thereon shall be made by deduction from the Contractor's running account bills in suitable percentages after 10 % work is completed in relation to the progress of work as fixed by the CE subject to the condition that entire amount of loan with interest thereon shall be fully recovered by the time the work amounting to 80% of the work is completed. Provided that if at any time the Contractor fails to execute the Contract to the satisfaction of the Employer for any reason whatsoever, the Employer shall be entitled to recall forthwith the entire amount so advanced with interest, cost and legal expenses, etc. and/or recover the whole/balance amount as the case may be, from the bill if any, payable to the Contractor or by enforcing the Bank Guarantee.~~
- ~~37.6 Whenever extension of time is granted to the Contractors for the completion of the project and where the loan is not fully recovered, Contractor shall furnish fresh Bank Guarantee for extended period of Contract for the outstanding loan amount together with specified simple interest for the remaining period and 1% of outstanding loan amount towards costs. At any point of time the Bank Gaurantee shall be available for the outstanding advances.~~
- ~~37.7 Whenever the full amount of loan plus interest has been fully recovered, the Bank Guarantee shall be released.~~
- ~~37.8 All other conditions applicable to lump-sum advance shall apply for the Second loan also.~~

4. GENERAL INSTRUCTIONS TO CONTRACTORS WORK

1. DRAWINGS:

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

2. INSPECTION OF SITE:

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

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

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

4. TIME AND PROGRESS :

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

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

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

5. BENCHES:

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

6. DRAWINGS ON SITE:

The Drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved transparent varnish or laminated at the cost of the Contractor. They are to be protected from the ravages of termites, ants, silver fish and other insects.

7. ORDER OF WORK:

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

8. WORKMANSHIP:

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

9. REJECTED WORKMANSHIP OR MATERIALS:

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

10. QUOTED RATES:

The rate is item rate basis tender. If called upon by the Chief Engineer, the details of the item rate quoted by the Contractor has to be substantiated with the supporting documents

11. WATCHING AND LIGHTING:

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

12. WATER:

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

13. ELECTRICITY:

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

14. OFFICE ROOM FOR CORPORATION ENGINEERS ON SITE:

~~The Contractor shall at his cost, provide a separate office (of suitable size) for the Corporation's Engineer/s on site with writing tables, chairs, electric lights and fans, drinking water arrangements, etc. as directed by the Executive Engineer and clear away at completion of work and make good all work disturbed and pay all charges. The Contractor shall also provide facilities for having the Corporation Engineer's office cleaned every day and kept in good and hygienic condition. The contractor shall provide one personal computers to each of Corporation Engineer/s posted to site along with Internet connection and software required for execution of work.~~

15. OFFICE ACCOMMODATION FOR CONTRACTOR'S STAFF :

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

16. SECURITY AND PROTECTION:

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

17. SANITATION:

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

18. MINIMUM WAGES ACT:

The Contractor shall pay rates of wages and observe hours of work and conditions of employment to existing rules under Minimum Wages Act. Further, it shall be Contractor's responsibility to ensure that he pays his workmen wages, which are not lower than the minimum prescribed by the Union Government and State Government in which area this Contract, is being operated.

19. SHEDS FOR MATERIALS:

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

20. TEMPORARY ROADS:

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

21. OBJECTS OF VALUE AND ANTIQUITY FOUND ON SITE:

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

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

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

23. USEFUL EXCAVATED MATERIALS:

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

24. SIGN BOARD AND HOARDINGS:

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

25. SCIENTIFIC AND MEASURING INSTRUMENTS:

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

26. TOOLS FOR MASONS:

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

27. CONTRACTOR'S MISTERIES AND SUPERVISORS:

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

28. NO OVERLOADING OF SLABS:

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

29. ALTERNATIVE ITEMS:

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

30. ATTENDANCE ON SUB-CONTRACTORS:

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

31. OCCUPATION BY EMPLOYER:

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

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

- 32.1 The Contractors shall be responsible to pay all statutory levies imposed by the State and Central Government. However the rates quoted in the tender shall allow for All but excluding GST. No reimbursement whatsoever shall be made to the contractors on account of any taxes or duties or increase in the taxes/duties by act of any legislation except GST which will be paid separately along with bill payment as per applicable rate of GST at the time of bill. The rates quoted are inclusive of all taxes, transportation charges, loading and un loading at all points, transit insurance and other incidentals charges but **excluding GST**.
- 32.2 Deduction at source of Income Tax and any other statutory deductions shall be made by LIC of India as per the provisions prevailing from time to time from the Running Account or Final Bills and remitted to the concerned Taxation Authorities/State Government on behalf of the contractor.

Annexure-A**5. PROFORMA OF ARTICLES OF AGREEMENT**

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

WHEREAS the Employer is desirous of carrying out **S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :-**
KERALA

- (a) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, THRISSUR.
- (b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM.

and has prepared drawings, specifications, and the Schedule of Quantities, which have been signed by or on behalf of the parties hereto. AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions and instructions set forth herein (hereinafter referred to as "the said Conditions") the works shown upon the said drawings and /or described in the said Specifications and included in the said Abstract Schedule of Quantities at the item rates therein set forth amounting to the contract sum of Rs..... Hereinafter referred to as "the said contract Amount."

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and described in the Specifications and/or the priced Schedule of Quantities.

2. The Employer shall pay the contractor the said Contract Amount or such other sum as shall become payable for the items and in the manner hereinafter specified in the said conditions.

3. The said Conditions and Appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and perform the Agreement in their part respectively in such conditions contained.

4. All disputes arising out of or in any way concerned with this Agreement shall be deemed to have arisen in Chennai and only the Courts in Chennai shall have jurisdiction to determine the same.

5. The contract comprises-

- i) Tender Documents Serial Pages.....
- ii) Subsequent Correspondence Serial Pages.....
- iii) Drawings Serial Pages

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

7. IN WITNESS WHEREOF THE Official Seal of the LIFE INSURANCE CORPORATION OF INDIA, Southern ZONE, was thereto affixed and signed on its behalf by the Chief Engineer and by

42 CONTRACTOR

CHIEF ENGINEER

_____ on behalf of the Contractor/s on the dates respectively mentioned against their signatures in the presence of the witnesses whose signatures are also appended.

In the presence of

CHIEF ENGINEER

Signature:

FOR AND ON BEHALF OF THE
LIFE INSURANCE CORPORATION OF INDIA

1. Signature:

Name:.....

Address:

.....

.....

.....

Date:.....

Date:.....

2. Signature:

Name:

Address:

.....

.....

.....

Date:.....

In the presence of.....

Signature:

FOR AND ON BEHALF OF THE CONTRACTOR
M/S.....

Date:

1. Signature:.....

Name:.....

Address:

.....

.....

Date:

2. Signature:

Name:

Address:

.....

.....

.....

Date:

6.FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

In consideration of the Life Insurance Corporation of India, SOUTHERN ZONAL OFFICE,
Chennai (hereinafter called the Employer) having agreed to exempt

..... (hereinafter called the said Contractor) from the requirement of payment in cash as per terms and conditions of invitation to tender attached to letter No..... issued by the Employer to the said Contractor

(Hereinafter called the said agreement) for EARNEST MONEY DEPOSIT for the due fulfillment by the said Contractor of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs.....(Rupees. Only) we,

..... do hereby undertake to indemnify and keep indemnified the Employer to the extent of Rs..... against any loss or damage caused to or suffered by the Employer by reason of any breach by the said Contractor of any of the terms and conditions contained in the said agreement.

1. 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 of 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 thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amount, 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.
2. The corporation shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee or Indemnity from time to time to vary any of the CONTRACTOR 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 for-bearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever, which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and 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 at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised;

4. Not with standing anything in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs. _____ (Rupees _____ only) plus interest, costs, etc., The Guarantee and indemnity shall remain in force till _____. If any extension of time be granted to the Contractor, we undertake to extend the guarantee and indemnity. Unless a claim or demand under this Guarantee and indemnity is made or presented to the Bank within six months from the expiry date, all the rights of the corporation under this guarantee and indemnity shall cease and the Bank shall be released and discharged from the liability hereunder.

We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the said agreement have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee subject however that the Employer shall have no rights under this bond after the expiry of the requisite period as per tender condition.

Not with standing 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 _____. Unless a claim or demand under this Guarantee is made or presented to the Bank within three 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 the liability hereunder.

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

For and on behalf of the Bank

(Name and Designation)

The above Guarantee is accepted by the Life Insurance Corporation of India. For and on behalf of the LIC of India

(Name and Designation)

Date:

NOTE:

(*) FOR COMPANIES

M/s./Shri _____ a company under the companies Act 1956 and having its
registered office _____ at _____ in the
State of _____

(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its successors and assignees.

ANNEXURE - 'C'
LIFE INSURANCE CORPORATION OF INDIA

(Refer Clause No. 35 of Conditions of Contract)

7.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 Southern Zonal Office at Chennai in the State of TamilNadu (hereinafter called '**the Corporation**' which expression shall unless repugnant to the subject or context include its successors and assignees) having agreed under terms and conditions of contract (vide its acceptance letter

No. _____ dated _____) made between _____ *

(hereinafter called the said Contractor) and the Corporation in connection with

_____ (hereinafter called '**the said contract**') to

accept a Deed of Guarantee and Indemnity as herein provided for

Rs. _____ from the

_____ ** in lieu of the Security Deposit to be made by the

contractor and/or in lieu of the deduction to be made from the Contractor's bills, for the due fulfillment by the said contractor of the terms and conditions contained in the said contract, we the

_____ (hereinafter referred to as '**the said**

Bank') and having our office at _____ do hereby

undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs. _____ (Rupees _____ only) against any

loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said contractor in respect of the said contract or of any of the terms and conditions contained in the said contract, or in respect of all its claims for money and / or material

found due and recoverable from the said contractor and to unconditionally pay the amount claimed as such by the Corporation on demand and without demur to the extent aforesaid.

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

3. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of

the said contract or to extend time of performance by the said contractor, or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractor or of any other matter or thing whatsoever, which under the law-relating to sureties would but for this provision have the effect of so releasing the Bank from its liability.

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

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

months from the expiry date, all the rights of the Corporation under this Guarantee shall cease and the Bank shall be released and discharged from all liability hereunder.

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

For and on behalf of the Bank

(Name and Designation)

The above Guarantee is accepted by the

LIFE INSURANCE CORPORATION OF INDIA.

For and on behalf of the LIC of India

(Name and Designation)

Dated:

Note No.1 * : FILL IN AS APPLICABLE

A) For Proprietary concerns:-

Shri _____ son of
 _____ resident of
 _____ carrying on business under the
 name and style of _____ at _____
 (hereinafter called

‘the said contractor’ which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representative).

OR

B) For Partnership concerns:-

1. Shri _____
 son of _____
 resident of _____

2. Shri _____
son of _____
resident of _____

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

OR

C) For companies :-

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

Note No.2:

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

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

(Refer Clause No. 35 of Conditions of Contract)

8.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 Southern Zonal Office at Chennai in the State of TamilNadu (hereinafter called

'the Corporation' which expression shall unless repugnant to the subject or context include its successors and assignees) having agreed under terms and conditions of contract (vide its acceptance letter No. _____ dated _____) made between

_____*

(hereinafter called the said Contractor) and the Corporation in connection with

_____ (hereinafter called **'the said contract'**) to accept a Deed of

Guarantee and Indemnity as provided for _____ from
herein Rs. _____ m the
_____** _____ for the due fulfilment by the said contractor of the

_____ terms and
conditions contained in the said contract, we the _____ (hereinaft
er

referred to as **'the said Bank'**) and having our office at

_____ do

hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs. _____ (Rupees _____ only)

against any loss or

damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said contractor in respect of the said contract or of any of the terms and conditions contained in the said contract, or in respect of all its claims for money and / or material found due and recoverable from the said contractor and to unconditionally pay the

amount claimed as such by the Corporation on demand and without demur to the extent aforesaid.

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

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

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

5. Notwithstanding anything contained in any of the foregoing clauses the liability of the Bank

Under this Guarantee shall not exceed Rs. _____ (Rupees
_____ only). The guarantee shall remain in force till _____. If any extension of time be granted to the contractor, we undertake to extend the guarantee with the consent of the contractor.

Unless a claim or demand under this guarantee is made or presented to the Bank within six months from the expiry date, all the rights of the Corporation under this Guarantee shall cease and the Bank shall be released and discharged from all liability hereunder.

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

For and on behalf of the Bank

(Name and Designation)

The above Guarantee is accepted by the

LIFE INSURANCE CORPORATION OF INDIA.

For and on behalf of the LIC of India

(Name and Designation)

Dated:

Note No.1 * : FILL IN AS APPLICABLE

A) For Proprietary concerns:-

Shri _____ son of
 _____ resident of
 _____ carrying on business under the
 name and style of
 _____ at _____

(hereinafter called

‘the said contractor’ which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representative).

OR

B) For Partnership concerns:-

1. Shri _____

son of _____

resident of _____

2. Shri _____

son of _____

resident of _____

carrying on business in partnership under the name and style of _____ of _____

at _____ (hereinafter collectively called '**the contractor**' which expression shall unless the context requires otherwise include each of them and their respective heirs, executors, administrators and legal representatives)

OR

C) For companies :-

M/S / Shri _____ a company under the Companies Act 1956 and

having its registered office at _____ in the state of _____ (hereinafter called

'the said contractor' which expression shall unless the context requires otherwise include its successors and assignees).

Note No.2:

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

~~LIFE INSURANCE CORPORATION OF INDIA~~~~(Refer clause 37 of Conditions of Contract)~~~~9. FORM OF BANK GUARANTEE TO SECURE A LUMP SUM ADVANCE~~~~To~~~~THE LIFE INSURANCE CORPORATION OF INDIA~~~~In consideration of the Life Insurance Corporation of India having its _____
Zonal Office~~~~at _____ in the State of _____ (hereinafter called 'The
Corporation' which~~~~expression shall unless repugnant to the subject or context include its successors and
assignees) having agreed under the terms and conditions of contract vide its acceptance
letter No.~~~~_____ dated _____ made
between _____*~~~~_____

_____~~~~hereinafter called the said Contractor and the Corporation in connection
with _____ (hereinafter called the said
'contract'), to~~~~make at the request of the contractor a lump sum advance of Rs. _____ for
utilizing it for~~~~the purpose of contract on his _____ furnishing a _____ guarantee _____ acceptable
to the _____ Corporation, we the~~~~_____** Bank (hereinafter referred to as 'the said Bank') a company under the
companies~~~~Act, 1956 and having our registered office at _____ do hereby guarantee the due
recovery by~~~~the Corporation of the said advance together with interest and costs thereon according to
the terms and conditions of the said contract. If the said contractor fails to utilize the said
advance for the purpose of the contract and/or the said advance together with interest
thereon as aforesaid is not fully recovered by the Corporation, we the said Bank hereby~~

~~unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur to the extent of the sum of Rs._____.~~

1. We, the said Bank further agree that the Corporation shall be the sole judge of and as to ~~whether the said contractor has not utilized the said advance or any part thereof for the purpose of the said contract and the extent of loss or damage caused to or suffered by The Corporation on account of the said advance together with interest and costs thereon not being recovered in full and the decision of the Corporation in this respect, shall be final and binding on us.~~
2. The Corporation shall have the fullest liberty without affecting in anyway the liability of the Bank under this Guarantee or Indemnity, from time to time to vary any of the terms and conditions of the said contract or the advance or to extend time of performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the advance or securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the Corporation to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Corporation may have obtained or obtain from the contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
4. Notwithstanding anything to the contrary hereinbefore contained the Bank's liability hereunder shall not exceed Rs._____ (Rupees _____) in the aggregate. This

~~Guarantee shall remain in force till the _____ day of the year 20...and the Bank's liability hereunder will cease to be operative unless any claim is lodged with the Bank within 6 (six) months thereafter.~~

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

~~For and on behalf of the Bank.~~

~~(Name and Designation)~~

~~The above Guarantee is accepted by the Life Insurance Corporation of India.~~

~~For and on behalf of the~~

~~LIFE INSURANCE CORPORATION OF INDIA~~

~~(Name and Designation)~~

~~Note No.1 * : FILL IN AS APPLICABLE~~

~~A) For Proprietary concerns:-~~

Shri _____ son of _____ resident of _____

~~carrying on business under the name and style of _____ at~~

~~_____ (hereinafter called 'the said contractor' which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representative).~~

OR

~~B) For Partnership concerns:-~~

1. Shri _____
son of _____

resident of _____

2. Shri _____

son of _____

resident of _____

carrying on business in partnership under the name and style of
_____ of _____ at

_____ (hereinafter collectively called
_____ 'the contractor' which

expression shall unless the context requires otherwise include each of them and their
respective heirs, executors, administrators and legal representatives)

OR

~~C) For companies:-~~

M/S / Shri _____ a company under the Companies Act
1956 and _____

having its registered office at _____ in the state of _____
(hereinafter called

'the said contractor' which expression shall unless the context requires otherwise include
its successors and assignees).

~~Note No.2 ** : Please fill in the name and address of Bank.~~

10. GENERAL PREAMBLES TO SCHEDULE OF QUANTITIES

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

1. RATE TO COVER:

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

2. ANCILLARY WORKS:

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

3. **PRICE FLUCTUATION / VARIATION:**

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

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

10.1 The Contractor shall note that materials having "ISI" monogram shall primarily be used in the work. If in the tender "Certain Principal Make / Makes or other equal and approved of any material / Product is mentioned in any item or Trade Preambles relating to the particular items in its respective Trade Schedule, the Contractor shall have to use the Principal Make/Makes specified in the relevant item or the trade Preambles. In case the specified particular Principal make / makes of the materials product is/are not readily available, the Contractor shall take prior permission and approval of the Chief Engineer in writing before use of the alternative equivalent make of the Material / Product.

10.2 All principal makes specified for any item shall be treated at par as per the accepted quoted rate.

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

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

11.APPENDIX TO THE CONDITIONS OF CONTRACT

NAME OF THE WORK: e-TENDER FOR PROPOSED S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :-
KERALA

- (a) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, THRISSUR.
- (b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM.

ESTIMATED COST : **Rs.12.29 lakhs for each work (a) & (b)**

EARNEST MONEY DEPOSIT : **Rs. 6200/- for each work (a) & (b)**

Sl.No.	Clause Nos.	Description	Remarks
1	13	Date of commencement	1. Either 21 (twenty one) days from the date of acceptance letter issued to the contractor OR The day on which contractor is instructed to take possession of the site, whichever is earlier
2	13&26	Date of completion	45 days to complete the entire Installation work 75 days from the completion of installation work to entire commissioning and getting net metering systems to TNEB/KSEB and handing over of Solar Installation.
3	19	Liquidated damages for the delay	1.5% of the accepted tender Amount per month of delay subject to Maximum of 10% of the accepted tender Amount
4	21	Period of final measurement	60 (Sixty) days from the date of completion of contract
5	22	Period of honouring interim Certificate	30 (Thirty) days
6	22	Period of honouring final certificate	90 days from the date of submission of final bill with details.
7	35	a) Security Deposit	10% of the Accepted tender amount (Rounded off to next hundred rupees) which can be either in cash option or in the form of Bank guarantee(BG) 50% of the Security Deposit (cash option) shall be refunded after the certificate of virtual completion is issued to the contractor & provided that the employer has no claim for forfeiture of part or whole of the said deposit. Balance 50% of the security deposit shall be refunded after the completion of DLP of 2 years, provided that the employer has no claim for forfeiture of part or whole of the said deposit.

		(b) Retention money/ Performance Guarantee	10% of the accepted tender amount (Rounded off to next thousand rupees), will be retained as retention money, which can be either in cash option or in the form of Bank guarantee (BG) with validity upto total CAMC Period with a claim period of six months. The retention money will be refunded only after the satisfactory completion of CAMC period.
8	35	Recovery of Security Deposit	In case of cash option, EMD shall be retained, as part of Security Deposit and balance of Security Deposit shall be recovered from R.A. Bills at 7.5% of Gross amount of bill. (If Security Deposit is paid in the form of Bank Guarantee, no recovery from R.A. Bills shall be made and EMD shall be refunded after acceptance of Bank Guarantee).
9	22	Terms of payment	a) 60% of contract amount of price bid item No.A, & B after delivery of complete System / Materials at site. b) 80% of the contract amount (After deducting payment already made) on the completion of the installation work and c) 100% of the contract amount (After deducting payment already made) after approval from the statutory authority. While making these payments, 10% of the contract amount will be retained as Retention money
10	17.5	Contractor's All Risk Policy inclusive of Third Party Liability	7.5% of contract value of rupees up to Rs.2.00 crore.
11	17.6	Workman's Compensation Policy	5% of contract value.
			Insurance policies (Workmen Compensation, Contractors all risk policy including 3rd party liability), if not extended on time LIC reserves the right to proceed with the extension of Insurance policies and apart from financial expenses, LIC shall deduct

			Penalty amounting to Rs 10000/- (Ten thousand Only) for each extension of such policy.
12	27	Defects liability period	24 months from the date of virtual Completion
13.	22.6	No Claim Certificate	To be given on Contractors letter head

APPENDIX TO SPECIAL CONDITIONS

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

NO CLAIM CERTIFICATE CUM RECEIPT

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

Contractor

(Signature of Contractor on Revenue stamp)

Rubber stamp/seal of the contractor /company

CHIEF ENGINEER

Signature of the Contractor

With date & seal

12.SCOPE OF WORK

The following section of the document describes the scope of work for **PROPOSED S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :- KERALA**

➤ (a) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, THRISSUR.

➤ (b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM

This job involves by means of the enclosed specification, design, manufacture, supply, installation & commissioning of the Solar PV Power Plant with **2 year warranty period.**

The agency shall complete all formalities like submission of application and all necessary documents, certificates for obtaining subsidy from MNRE.

The Scope of Work shall include the following,

- Design, manufacture, supply of Solar PV Power Plant
- Detailed planning of smooth execution of the project
- Performance testing of the complete system
- Warranty of the system for **two**-year faultless operation.
- After sales service, directly or through local contractual arrangement
- Risk liability of all personnel associated with implementation and realization of the project
- Training of persons to be nominated by LIC on the various aspects of design and maintenance of the offered systems at the vendors works.
- The module layout as considered by the Bidder should be on the basis of clear open shadow free space available on the roof of the LIC building.
- The Power Conditioning Unit (Central inverter), DCDB, Metering panel, Isolation panel are housed inside the proposed control room, to be housed in the Gr. Floor. The requirement of conditioned air (if any) for these units is to be considered by the Bidder in terms of providing suitable enclosures and air conditioning the same.

PROJECT COST

The Project cost shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the tender Document in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 5 years, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

The project cost shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

The cost shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable.

HOWEVER THE QUOTED AMOUNT IS EXCLUSIVE OF GST AND THE SAME WILL BE REIMBURSED AS PER THE PREVAILING RULES AND ON SUBMISSION OF DOCUMENTARY PROOF.

The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of **7 years after 2 years of DLP**.

PLANT PERFORMANCE EVALUATION:

The performance of the SPV Power Plants without battery back up is as under,

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the DNI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning. Minimum CUF of 15% should be maintained for a period of **7 years after 2 years of DLP**. The bidder should send the periodic plant output details to LIC for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

SYSTEM DESCRIPTION

The Photovoltaic (PV) ON-Grid system consists mainly of 3 components:

The PV array, Module Mounting Structure and the Power conditioning Unit (PCU). The PV array converts the light energy in to sunlight to direct current (DC) power. The Module mounting structure is used to hold the module in position. The DC power is converted to alternating current (AC) power by the PCU and utilized for requirement within the Building.

The multi crystalline solar modules used shall be grouped in an optimum number of strings with module-to module cable connections. The modules shall be held fixed on structures made of galvanized steel structures. Depending on the site location the modules shall be inclined at optimum horizontal tilt angle and direction to get maximum efficiency.

The DC output from the modules shall be fed to Array junction box and the strings are to be paralleled at Sub Main & Main Junction Boxes. The output of the main junction box shall be fed to DC distribution board (DCDB). The DC power output from the DCDB is fed to the Power Conditioning Unit (PCU). The Power-conditioning unit shall be installed in a control room converts DC energy produced by the solar array to AC energy. The AC power output of the inverter shall be fed to the AC Distribution Board (metering panel & isolation panel) which also houses energy meter. The 415V AC output of the isolation panel is fed to the local bus bar.

DOCUMENTATION

Two sets of installation manual / user manual shall be supplied along with the power plant. The manual shall include complete system details such as array lay out, schematic of the system, inverter details, working principle etc. Step by step maintenance and trouble shooting procedures shall be given in the manuals.

ACCEPTANCE TESTING

The Acceptance Testing of various components of the system and the integrated system to be offered by the bidder shall be done at the factory of the successful bidder as per the relevant codes and standards. The successful bidder will submit detailed Test Certificates and Report for each equipment and the system.

MOBILISATION PERIOD & COMPLETION OF JOB

Successful Bidder shall be required to mobilize all required materials, manpower etc. so as to complete the total scope of work as defined in this tender within 3 months from the date of notification of award.

VALIDITY:

Manufactures are advised to get their samples tested as per the new format/procedure Before, whose validity shall be for five years.

~~AUTHORIZED TESTING LABORATORIES/ CENTERS~~

~~PV modules must qualify (enclose test reports/ certificate from IEC/NABL accredited laboratory) as per relevant IEC standard. Additionally the performance of PV modules at STC conditions must be tested and approved by one of the IEC / NABL Accredited Testing Laboratories including Solar Energy Centre.~~

WARRANTY

PV modules used in solar power plants/ systems must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

GUARANTEE

The mechanical structures, electrical works including power conditioners /inverters / charge controllers /maximum power point tracker units/distribution boards/digital meters/switchgear/storage batteries, etc. and overall workmanship of the SPV power plants/ systems must be warranted against any manufacturing/ design/ installation defects for a minimum period of 7 years after 2 years of DLP.

TECHNICAL SPECIFICATIONS FOR ON-GRID CONNECTED SPV SYSTEMS

The proposed project should be commissioned as per the technical specifications given below.

Solar PV system shall consist of following equipments/components.

- 1.Solar PV modules consisting of required number of crystalline PV modules.
- 2.Mounting structures and civil structures.
- 3.Earthing and lightening protections.
4. IR/UV protected PVC pipes and accessories

SOLAR PHOTOVOLTAIC MODULES:

1.The PV modules used should be made in India.

2. The Photovoltaic modules must be tested & approved by one of the IEC authorized test centres as per relevant and latest IEC standards.
3. The module shall have warranty of 25years with 80% degradation in accordance with industrial standard warranty conditions.
4. Each PV module used in any solar power project must use a RF Identification Tag (RFID). The RFID can be inside or outside the module laminated, but must be able to withstand harsh environmental conditions. It must contain the following Information;

- I. Name of the manufacturer of PV Modules and solar cells
- II. Month and year of the manufacturer (separately for solar cells and modules.
- III. I-V Curve for the module
- IV. Peak wattage, I_m , V_m , V_{oc} , I_{sc} and FF for the module.
- V. Unique Serial No and Model No of the Module
- VI. Date and year of obtaining IEC PV module qualification certificate.
- VII. Name of the test lab issuing IEC certificate

ARRAY STRUCTURE:

- a. The structures provided shall be of flat-plate design with combination of I, C and L sections as per structure design requirement to withstand local wind speed.

Suitable fastening arrangement such as grouting and clamping should be provided to secure the installation against the specified wind speed.

b. Structural material shall be corrosion resistant and electrolytic ally compatible with the materials used in the module frame, its fasteners, nuts and bolts. Galvanizing should meet ASTM A-123 hot dipped galvanizing or equivalent which provides at least spraying thickness of 70 microns on both sides as per IS5909, if steel is used.

c. Aluminium structures also can be used which can withstand the local wind speed .

Necessary protection towards rusting need to be provided either by coating or anodization.

d. The fasteners used should be made up of stainless steel.

e. The structures shall be designed to allow easy replacement of any module.

f. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.

g. Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

Net-metering:

In Net-metering the solar energy exported to the grid is deducted from the energy imported from the grid subject to certain conditions. LIC pays for the net-energy imported from the grid. To enable net-metering Local electricity board approval, if required, shall be taken by replacing existing service connection meter with a bidirectional meter that displays the import and export energy separately. The Net-meter shall be provided in consultation with the local electricity board. Necessary test certificates or tests to be carried out as per the requirement of the local electricity board.

INVERTOR:

The inverter shall be outdoor with IP-65 protection. The power conditioner unit/string inverter

/central inverter should be provided to convert DC power produced by SPV modules, in to AC power. The power conditioning unit/inverter should be grid interactive. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- Nominal AC output voltage and frequency: 415V, 3 phase, 50 Hz
- Accuracy of AC voltage control: + 1 %
- Output frequency: 50 Hz
- Accuracy of frequency control: + 0.1%
- Grid Frequency Synchronization range : + 3 Hz
- Maximum Input DC Voltage : depending on the inverter used.
- Ambient temperature considered : 40 deg C
- Humidity: 95 % Non condensing

- Protection of Enclosure: IP-20(Minimum) for indoor. IP-65(Minimum) for outdoor.
- Grid Frequency Tolerance range: + 3%
- Grid Voltage tolerance: - 20% & + 15 %
- No-load losses: Less than 1% of rated power
- Inverter efficiency (minimum) : >95%
- THD: < 3%
- PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683 and IEC 60068 2(6,21,27,30,75,78).
- The charge controller/ MPPT units should qualify IEC 62093 and IEC 60068 2 (6, 21,27, 30, 75, 78). The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 62208 specifications.
- The PCU/ inverters should be tested from the MNRE approved test centres / NABL/BIS accredited testing- calibration laboratories.
- In case of imported power conditioning units, these should be approved by international test houses

INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which convert DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid.

DATA MONITORING:

The plant parameters shall be measured by using SCADA system to maintain the plant and to study the plant performance. The plant monitoring shall also have, **With suitable SIM card for 2 year validity for net connection of monitoring the Solar data. No extra on this account. After 2 Year DLP, every year net connection charges shall be reimbursed on production of original receipt**

- **PV array energy production:** Digital Energy Meters to log the actual value of AC/ DC Voltage, Current & Energy generated by the PV system shall have to be provided.
- Solar PV Modules Mounting Structure should withstand Wind velocity of 150 Km/hr.
- **Temperature:** Temperature probes for recording the Solar panel temperature and ambient temperature shall be provided.

A data logging system for plant control and monitoring shall be provided.

DISTRIBUTION BOARD

DC Distribution panel is needed to receive the DC output from the array field, with analog measurement panel for voltage, current from different MJBs so as to check any failure in the array field. It shall have MCCBs of suitable rating for connection and disconnection of array sections. DCDB shall be fabricated by CRC Sheet to comply with IP 65 protection.

POWER CONSUMPTION:

The generated power from the solar system shall be given priority in utilization and balance power, if needed, can be taken from the Grid or DG set.

BATTERY REQUIREMENT : (NOT APPLICABLE)

Installation of battery backup may be required in the case of frequent grid outage conditions. For this any existing backup system (DG/UPS) can be integrated or the bidder can provide small capacity of battery bank to provide signal to function the Inverter. If nominal battery is required for synchronization, bidder may include in his bid cost depending on his design and inverters requirement.

PROTECTIONS

The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

Lightning protection

There shall be the required number of suitable lightning arrestors (ESE) installed in the array area. Lightning protection shall be provided by the use of metal oxide arrestors and suitable earthing such that induced transients find an alternate route to earth.

Protection shall meet the safety rules as per Indian Electricity Act

2003/IE rules. Earthing protection

Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be provided inside the array field. Provision should be kept for shorting and grounding of the PV array at the time of maintenance work. All metal casing/shielding of the plant should be thoroughly grounded in accordance with Indian Electricity Act/IE Rules. Earth Resistance shall be tested in presence of the representative of LIC as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

The earthing conductor shall be rated for the maximum short circuit current, and shall be 1.56 times the short circuit current. The area of cross-section of conductor shall not be less than 1.6 sq mm in any case.

Surge Protection:

Internal surge protection shall consist of three MOV type arrestors connected from +ve and – ve terminals to earth (via Y arrangement) for higher withstand of the continuous PV-DC voltage during earth fault condition. SPD shall have safe disconnection and short circuit interruption arrangements through integrated DC

in-build bypass fuse (parallel) which should get tripped during failure mode of MOV, extinguishing DC arc safely in order to protect the installation against fire hazards. Nominal discharge current (I_n) at 8/20 micro seconds shall be minimum 10 kA with maximum discharge (I_{max}) at 8/20 micro seconds minimum 20 kA with visual indication (through mechanical flag) in modules to monitor the like of SPD.

Grid Islanding:

PV system software and control system shall be equipped with islanding protection. In addition to disconnection from the grid (islanding protection i.e. on no supply) , under and over voltage conditions shall also be provided. PV systems shall be provided with adequate rating fuses, fuses on inverter input side (DC) as well as output side (AC) for overload and short circuit protection and disconnecting switches to isolate the DC and AC system for maintenances as needed. Fuses of adequate rating shall also be provided in each solar array module to protect them against short circuit.

A manual disconnect 4 pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personal to carry out any maintenance. This switch shall be locked by the utility personal.

CABLES AND CONNECTIONS

- The cables used in the system should be ISI marked PVC or XLPE insulated FRLS armoured Copper conductor. Cables of various sizes as per load requirement for connecting all the modules / arrays to Junction Boxes and from Junction Boxes to DC distribution box and from DC distribution box to inverter. Copper/ Aluminium Cables of appropriate size would be provided from Inverter onwards in A.C. side.
- Only copper wires of appropriate size and of reputed-make shall have to be used. However aluminium cables can be used on A.C side of transmission.
- The permissible voltage drop from the SPV Generator to the Charge controller/inverter shall not be more than 2% of peak power voltage of the SPV power source (generating system).
- All connections should be properly terminated, soldered and/or sealed from outdoor and indoor elements. Relevant codes and operating manuals must be followed. Extensive wiring and terminations (connection points) for all PV components is needed along with electrical connection to lighting loads.
- All the Cu/Al. PVC or XLPE insulated Armoured. Sheathed cables required for the plant will be provided by the manufacturer.

Energy Meter

An energy meter shall be installed in between the solar grid inverter and the building distribution board to measure gross solar AC energy production (the “Solar Generation Meter”).

We give below table for agencies to fill up for scrutiny of the technical bid. Specification of solar PV Modules

Solar PV modules shall be of the crystalline silicon type, manufactured in India. Detailed specifications of the solar PV modules are given below,

Specification	Requirement	Information by the agency- To be filled by the firm
Type	Crystalline silicon	
Origin	Manufactured in India	
Efficiency	$\geq 13\%$	
Fill factor $\geq 70\%$	Fill factor $\geq 70\%$	
Degradation warranty	Panel output (Wp) capacity to be $\geq 90\%$ of design nominal power after 10 years and $\geq 80\%$ of design nominal power after 25 Years	
Module frame	Non-corrosive and electrolytically compatible with the mounting structure material	
Termination box	Thermo-plastic, IP 65, UV resistant	
Blocking diodes	Schottky type	
Module minimum rated Power	The nominal power of a single PV module shall not be less than 74Wp	
RF Identification tag for	Shall be provided inside the module	

each solar module	and must be able to withstand environmental conditions and last the lifetime of the solar module.	
RF Identification tag data	a) Name of the manufacturer of PV Module b) Name of the Manufacturer of Solar cells c) Month and year of manufacture (separately for solar cells and module)	
	d) Country of origin (separately for	
	solar cells and module)	
	e) I-V curve for the module	
	f) Wm, Im, Vm and FF for the	
	Module	
	g) Unique Serial No and Model No	
	of the module	
	h) Date and year of obtaining IEC	
	i)PV module qualification certificate	
	j) Name of the test lab issuing IEC	
	k) Other relevant information on	
	traceability of solar cells and	
	module as per ISO 9000	
	Standard	
Power output rating	To be given for standard test	
	conditions (STC). I-V curve of the	
	sample module shall be submitted	
Compliance with	IEC 61215 / IS 14286	
standards and codes	IEC 61730 Part 1 and 2	
Salt Mist Corrosion	As per IEC 61701	
Testing		

Solar PV Modules Mounting Structure

The PV modules shall be mounted on fixed metallic structures having adequate strength and appropriate design, which can withstand the load of the modules and high wind velocities. The support structure shall be hot dip galvanized steel or aluminium.

Detailed specifications for the mounting structure are given below,

Specification	Requirement	Information by the agency- To be filled by the firm
Wind velocity withstanding Capacity	150 km / hour	
Structure material	Hot dip galvanised steel with a minimum galvanisation thickness of 120 microns or aluminium alloy.	
Bolts, nuts, fasteners, panel mounting clamps	Stainless steel SS 304	
Mounting arrangement for RCC-flat roofs	With removable concrete ballast made of pre-fabricated PCC (1:2:4), M15	
Minimum distance between roof edge and mounting Structure	0.6 mm	
Access for panel cleaning and maintenance	All solar panels must be accessible from the top for cleaning and from the bottom for access to the module junction box.	

Solar Grid Inverter:

The solar grid inverter converts the DC power of the solar PV modules to grid-compatible AC power.

The detailed specifications of the solar grid inverter are given below,

Specification	Requirement	Information by the agency- To be filled by the firm
Total output power (AC)	To match solar PV plant capacity while achieving optimum system efficiency	
Input DC voltage range	As required for the solar grid inverter DC input	
Operation AC voltage	Three phase 415V	
Operating Frequency range	47.5 – 52.5 Hz	
Nominal frequency	50 Hz	
Power factor of the inverter	>0.98 at nominal power	
Total harmonic distortion	Less than 3%	
Built-in Protection	AC high / low voltage; AC high /low Frequency	
Anti-islanding protection	As per VDE 0126-1-1, IEC 60255.5 / IEC 60255.27	
Operating ambient temperature range	-10 °C - +60 °C	
Inverter efficiency Inverter weighted efficiency	>=95% >=94%	
Protection degree	IP 65 for outdoor mounting	

Communication interface	RS 485 / RS 232 / RJ45	
Safety compliance	IEC 62109-1, IEC 62109-2	
Environmental Testing	IEC 60068-2 (1,2,14,30)	
Efficiency Measurement Procedure	IS/IEC 61683	
Cooling	Convection	
Display type	LCD for data display. LCD / LED for status display	
Display parameters to include	Output power (W), cumulative energy (Wh), DC voltage (V), DC current (A), AC voltage (V), AC frequency (Hz), AC current (A), cumulative hours of operation (h).	

FORMAT FOR UNDERTAKING PRODUCT & MAINTENANCE SUPPORT

**NAME OF THE WORK: e-TENDER FOR PROPOSED S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :-
KERALA**

➤ **(a) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, THRISSUR.**

➤ **(b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM.**

Pursuant to a contract awarded by LIC for the full scope of work as contained under the tender document for the above mentioned work or part thereof, we (*full name of the firm with address*), hereby undertake the complete responsibility for providing full product support and also maintenance support for the entire period of the designed life **(25 years)** of the equipments so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to the LIC, as and when required in connection with the equipment to enable the LIC to fabricate or procure spare parts from other sources.

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

UNDERTAKING REGARDING THE MANUFACTURE'S OBLIGATION TO EXTEND UNINTERRUPTED AFTER SALES SERVICE TO LIC

**NAME OF THE WORK: e-TENDER FOR PROPOSED S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :-
KERALA**

➤ **(a) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, THRISSUR.**

➤ **(b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM**

We, the manufacturer of Solar Power System Component(s) undertake to provide continued after sales service including but not restricted to the following services.

1. To guarantee uninterrupted supply of spare parts throughout the designed life of SPV modules and PCU's. The designed life of SPV modules and PCU's shall be **25 years** as indicated elsewhere in the technical bid.
2. To assist LIC in investigation of failure/malfunctioning of any part or system as and when called for by LIC during and after defects liability period.
3. We shall propose with cost estimate, any modification / up gradation of safety features, design modification / improvements to be incorporated in the SPV modules and PCU's subsequent to completion of the contract and suggest a time schedule to implement the same to enhance performance, reliability / life of SPV modules and PCU's.
4. We hereby undertake to provide the above services and respond to LIC's queries/requests in reasonable time notified by LIC during the design life of the SPV modules and PCU's.
5. Any breach of above undertaking will entail LIC to take any or all actions mentioned below as deemed fit by LIC.
 - a) To place on record the performance of firm either in the LIC Web Site or other publications.
 - b) Intimate the Regulatory Authorities / bodies or other Banks.
 - c) Restrict the firm's participation in further tendering in LIC.

Date: *(Name and address of the company with Company Seal)*

Note: This undertaking shall be furnished by the manufacturer of SPV Modules and PCUs. In case the manufacturers of these two items are different, separate undertakings must be furnished by the respective manufacturer.

LIST OF SPARE PARTS & TOOL TO BE SUPPLIED ALONG WITH THE MAIN EQUIPTMENTS

**NAME OF THE WORK: e-TENDER FOR PROPOSED S.I.T.C. OF GRID INTERACTIVE ROOF TOP SOLAR POWER PLANT FOR THE FOLLOWING LOCATIONS :-
KERALA**

➤ **(a) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, THRISSUR.**

➤ **(b) 30 KWp AT LIC DIVISIONAL OFFICE BUILDING, KOTTAYAM**

Use separate sheets

S.No	Description of Item	Part No	Quantity
A	SPV Spare Parts		
1			
2			
3			
B	SPV Tools		
1			
2			
3			
C	PCU Spare Parts		
1			
2			
3			
D	PCU Tools		
1			
2			
3			
E.	Data Logger & PC		
1			
2			
3			
F.	Tools		
1			
2			
3			

APPROVED LIST OF ELECTRICAL MATERIALS

Main switches beyond 63 Amps Rating should be provided with the HRC fuse units
Re-wirable switch fuse units beyond 63 Amps not be acceptable.

Make :

a.	All range switch fuses of all rating GE / Siemens / Larsen & Toubro / Crompton		
b.	FRLS Copper wires of Rachna / Finolex / Flex-o-flex / Poly Cab / Q-flex / RR Cables.		
c.	Distribution Boards, Busbar chambers etc., as specified in the Schedule of quantities and if not specified to be of LEGRAND/GE/SIEMENS only with colour indication of phase and neutral marked.		
d.	(a)	H.G. conduits and H.G. accessories such as pipe, couplings, bends, junction boxes, inspection bends etc. minimum gauge to be 16 SWG or GI pipes and accessories of 'C' class. Accessories for concealed portions shall be of inspection type.	
	(b)	HG conduits to be of Gupta/Bharat/BEC/Supreme	
	(c)	PVC conduits - ESSORKE / AVONPLAST / Bajaj plast / Precision /Balco./Supreme	
e.	Tinned brass clips, M.S. screws, Brass nails of proper size only to be used.		
f.	a)	5 Amps and 15 Amps switches	: To be of flush type of MK/ Siemens/Anchor Roma
	b)	Miniature circuit breakers	L&T / Legrand / GE Siemens / ABB
	c)	ELCBs	: L&T / Legrand / GE / Siemens / ABB
	d)	Porcelain fuse cutouts and carriers and carriers	: Bosma / Standard / Havells / GEC
g.		INVERTER MAKE:	: DELTA Preferable
h.		SOLAR PANEL	MNRE APPROVED

All equivalent alternate materials used on the job will have to be approved by the Chief Engineer, LIC of India, before it is actually used. If any item is installed without prior approval, the contractor will be asked to dismantle the installation and used materials as specified.

ANNEXURE

To be submitted along with Tender copy

1. Name of the Company/Firm/Entrepreneur
Institute, etc. _____
2. Address _____

- Phone number _____ STD Code _____ NO _____
- E- Mail ID _____
3. Bank Account Details
 - A. Account No. _____
 - B. Type of Account _____
 - C. IFSC/RTGS code _____

(enclose Xerox copy of the Cheque leaf)
4. PAN No. * _____
5. VAT/TIN Registration No. * _____
6. Service tax Registration No. * _____

I declare that, the above furnished information is correct. During the contract period, if any changes took place in the above said information, the same will be informed with the valid reasons.

SIGNATURE

(* Self Attested copies to be enclosed)

SCHEDULE "A"

- . Contractor shall note that although the materials and the basic prices for the same have been mentioned in this schedule, the responsibility of procurement of the materials shall rest with the Contractor.
- a. Contractor shall consider the rates given for the relevant item/s the basic rate mentioned in this schedule. The basic rates for the items mentioned in this schedule are ex-work site and are inclusive of:-
- i. Cost of material,
 - ii. All taxes levied by Central/State Government/Local Bodies, such as excise duty, sales tax, octroi/Town duty etc.
 - iii. Transportation from factory/suppliers/stockiest/ dealers go-down/ shop/depot including loading and unloading charges at all points except unloading at work site, transit insurance.
 - iv. All other expenses including wastage shall be to the Contractor's account and shall be included in his quoted rates.
-
- vi. ~~Any increase in the price of any of the material other than cement & steel (mentioned in this schedule) procured and brought on site for incorporating in the work by the Contractor from approved source, over the basic price of the material mentioned in this schedule shall be reimbursed to the Contractor. In case the price of any of the materials mentioned in this schedule, purchased and brought on site by the Contractor is below the basic price of the materials mentioned in this schedule, the same shall be recovered from the Contractor. For the purpose of working out variation, Contractor shall produce the vouchers/bills in support of the material purchased and brought by him from the approved supplier. Rate of transportation, loading and unloading from suppliers' shop/depot to the work site shall be got approved from the Dy.C.E. /S.E. before the commencement of transportation of material.~~
- c. Reimbursement/Recovery of any variation in the price of material shall be made to the extent the quantity of material actually/theoretical used and recorded whichever is less for the item involving the use of such material.
- d. Storage and safety of the material shall be the Contractors responsibility.

13. TERMS & CONDITIONS OF CONTRACT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ROOF TOP SOLAR GENERATING SYSTEM

1. GENERAL:

- 1.1 The Solar power plant shall be cleaned once in a week and serviced monthly upto CAMC period of 7 years after DLP of 2 years. One of these services will be rendered immediately after acceptance. From then the cleaning to be carried out every week and servicing is to be carried out every month. If the cleaning and servicing is not done as above, suitable proportionate amount will be deducted from the amount payable to the contractor
- 1.2 In addition to above Scheduled services any complaints / shutdown calls to be immediately attended and rectified the fault condition within 24 hours from the time of sending/receiving the complaint by mail or other mode without extra charges during CAMC period. If the complaint is not rectified within 24 hours from the time of sending/receiving the complaint by mail or other mode, suitable proportionate amount will be deducted from the amount payable to the contractor.
- 1.3 Unless otherwise specifically agreed to, the contract service shall be available during normal working hours and days i.e. Monday to Saturday from 9 AM to 5 PM. The service provider should be prepared to provide services beyond above timings as per mutual understanding.

2. SCOPE OF WORK:

- 2.1 The CAMC will be all inclusive comprehensive type (Including replacement of all faulty parts etc.) the charges are to be quoted accordingly. No extra payment will be payable other than the CAMC charges.
- 2.2 The replacement of all parts if any should be original, genuine make and old replaced should be shown or handed over to our concerned office.
- 2.3 Once in a week dust should be cleaned.
- 2.4 Checking of connections for terminals.

3. TERMS AND CONDITONS:

- 3.1 The quoted CAMC charges should be inclusive of all taxes and exclusive of GST. GST will be reimbursed at actual on submission of documentary proof. All statutory deductions will be made from your bills.
- 3.2 The vendor / service provider should submit service report for regular & complaint calls duly acknowledged and enclosed along with periodic bills as proof of attending services.
- 3.3 Any injury to your servicemen while attending the servicing /breakdown calls will be the sole responsibility of service provider. No compensation whatsoever would be given by LIC.
- 3.4 Payment will be made after completion of quarterly servicing for which the agency should submit invoice along with service reports for the service carried out during the quarterly period. The proportionate amount will be deducted if complete services are not provided or cleaning/ service is not done in the specified interval..
- 3.5 No deviation to LIC conditions of contract is acceptable and if any such deviations observed, the tender is liable to be rejected.
- 3.6 Log sheets are to be maintained for each individual unit separately.

3.7 The manufacturer are requested to note that in the event of this enquiry being forwarded by you, any of your authorized servicing center, if those dealers / agency's performance is not found to the satisfaction of the LIC, it shall be responsibility of the said firm to rectify the defects / liabilities.

3.8 In the event of services being not satisfied during the AMC period LIC of India reserves the rights to terminate the contract by giving 30 days notice.

4. **SPECIAL CONDITIONS:**

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

- a) Inspection of entire system and it's all components & carrying out the servicing every month.
- b) Checking the solar system for performance & overall healthy condition of the system.
- c) Repairing & replacement of the any defective components at site as and when required.
- d) Cleaning.

4.2 You are requested to submit the certificates of all your visits for servicing, call back, Repairing, breakdown calls. Etc. with relate to solar units to the concerned.

4.3 When closing the operation of the system for more than a day will necessary for major repairs / replacements / overhauling etc., this should be pre arranged in consultation with the concerned LIC Office & necessary concurrence from them.

4.4 In case of system closed for a period of 24 Hrs due to non-attendance or negligence by the agency, or without any valid reason, proportionate deduction in the maintenance charges will be made from the CAMC bill.

4.5 In case of any accident, it will be entirely your responsibility for all consequences and cost involved. Necessary Insurance Policies towards the Workman Compensation & Third party liability shall be taken and shall be valid throughout the contract period.

5.0 Rate for all inclusive upkeep & Routine Maintenance of complete system as provided under the main contract, **for periodic cleaning of PV Cells PCU once in a week** to ensure the committed minimum power generation including all spares, consumables for trouble shooting, routing, preventive and breakdown maintenance etc. as required as per good engineering practice, recommendations (s) of the equipment manufacturer and instructions of engineer-in-charge for maintaining the system(s) in acceptable functional and serviceable state etc. as specified and as per the scope of work laid down after defect liability period.

5.1 The rate is inclusive of all taxes (No extra paid on the Account) Except GST.

14. PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of2019. , between, on one hand, the Life Insurance Corporation of India (hereinafter referred to as “LIC”) a statutory Corporation established under section 3 of Life Insurance Corporation Act 1956 (XXXI of 1956) and having its corporate office at “Yogakshema” Jeevan Bima Marg Mumbai 400021. (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/srepresented by Shri..... (Hereinafter called the “BIDDER /SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (*Name of the Stores/ Equipment/Item*) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function under the LIC Act 1956.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the

contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the “**Chief Vigilance Officer**” of the Buyer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

3.3 Foreign BIDDERS shall disclose the name and address of their Indian agents and representatives in India, and Indian BIDDERS shall disclose their foreign BUYERS or associates.

3.4 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5** The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, including officials of the BUYER or their family members, if any, in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER/Contractor will not commit any offence under the relevant India Penal Code (IPC) /Prevention of corruption (PC) act. Further, the bidder will not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the Bidder or any of the key personnel of the bidder, actively involved in the project is a relative of any of the actively involved personnel of the Buyer, the same should be disclosed.
The term 'relative' for this purpose would be as defined in section 2(77) of the Companies Act, 2013.
- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the BUYER.
- 3.14** The Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2** The BIDDER agrees that if it makes an incorrect statement on this subject, or committed a transgression through a violation of any of the clauses of the commitments of bidder, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in the future bidding processes of LIC for a minimum period of five years which any be further extended at the discretion of the BUYER.
- (vii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (viii) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Fall Clause:

6.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems having same scope of work, payment terms and all other applicable terms and conditions, at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage of Bidding process that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

7. Independent Monitors:

7.1 The BUYER has appointed (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

Name address of the Monitor(s):

1. Shri.Shyam Lal Bansal, Ex-CMD of Oriental Bank of Commerce, A-1202 A , 13th floor, La Lagune, Sector-54, Gurgaon-122001.Ph.0124-4912161, 8800144999, Email: sl.bansal@yahoo.com.
2. Shri Kata Chandrahas IRS(Retd.),G-1,Reliance Homes,8-2-547/R, Road No.7, Banjara Hills, Hyderabad-500034, PH: 040-23354178; 8008449678; Email; kchandrahas@yahoo.com

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. It will be obligatory for him to treat the information & documents of the Bidder as confidential.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the **Executive Director (E&OS), LIC**.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under

contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, LIC and recuses himself / herself from that case.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the **Chairman, LIC** within 8 to 10 weeks from the date of reference or intimation to him by the BUYER /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7.9 If the Monitor has reported to the Chairman, LIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman LIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

9. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Changes and supplements as well as termination notices need to be made in writing.

11 Validity:

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months after the last payment under the contract. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at.....on.....

BUYER

Name of the Officer:

Designation

BIDDER

CEO:

Deptt./

Witness

1.....

2.....

1.....

2.....