

Life Insurance Corporation Of India

BID- II

(Technical BID)

Bid Document No:LICI/ECZO/22-23/10 Dt.24.06.2022

**E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2
, Patna Under ECZO, and CAMC of Air-Conditioners.**

LIFE INSURANCE CORPORATION OF INDIA

Address

EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

PHONE: 0612-2501118/2503014/2501103, E-mail: ecz_engg@licindia.com

AN ISO 9001:2015 CERTIFIED DEPARTMENT

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

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Contractor

Chief Engineer

Life Insurance Corporation Of India

LETTER TO CONTRACTOR FROM CHIEF ENGINEER

Ref: ECZO/Engg/AC/DO-2/Patna

Dt.

M/s.

.....

Dear Sir/s,

Sub E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2, Patna Under ECZO, and CAMCO of Air-Conditioners.,.

1. We hereby publish the PERCENTAGE RATE TENDER on e-tendering Portal (Website) www.tenderwizard.com/LIC in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e Tender”. The e-tender published online through above portal (website) consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that copy of the 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 Notice in this document and online portal for above tender.

2. The bidders should submit required

a. Tender Fee of Rs.2000/- plus GST @18% Rs.360/-. Total = Rs.2360.00 (non-refundable) in the form of Demand Draft in favour of “Life Insurance Corporation of India” payable at Patna /Cash (to be deposited in Cash Counter of LIC and MR to be obtained) of LIC or e-payment mode.

b. Earnest Money Deposit of Rs. 14000/- (Rupees Fourteen Thousand only) in the form of Demand Draft/Pay Order/Banker's Cheque in favour of “Life Insurance Corporation of India” payable at Patna or e-payment mode.

Details for payment through E-payment mode directly to LIC account is given below,

Name of Bank – Axis Bank Ltd.
Branch – Main Branch, Patna
Account No. – 142010200012704
IFSC No. UTIB0000142
 Account Type - Current

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c. In case of DD/Pay order, the scanned copy of the Demand Draft/ Pay Order of Tender Fee and Demand Draft/ Pay Order/ Banker's Cheque/ Bank Guarantee of EMD shall be uploaded in BID. In addition to that physical submission of the DD/Pay Order should be submitted to the Chief Engineer, East Central Zonal Office, "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01 and will be received at the office of Chief Engineer at above address on or before as per the key dates mentioned in the Tender program.

d. The e-Tenders 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 log in Ids on the above mentioned e-tender 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.

3. An annexure for guidelines to submit tenders on Electronic Tendering Systems (ETS) is attached in the tender document. The tenderers are advised to carefully read the above document for understanding of eTendering system. The above annexure will supersede all the terms and conditions mentioned for submission of tender in document.

4. The Life Insurance Corporation of India is not bound to accept the lowest tender and reserves the right to reject any or all tenders without assigning any reason thereof.

Yours faithfully,

Chief Engineer

Contractor

Chief Engineer

Life Insurance Corporation Of India

LETTER FROM CONTRACTOR TO CHIEF ENGINEER

To,

The Chief Engineer
 EAST CENTRAL ZONAL OFFICE,
 ENGG. DEPTT. (4TH fl)
 "JEEVAN DEEP", EXHIBITION ROAD,
 PATNA – 800 01

Dear Sir,

Sub E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2, Patna Under ECZO, and CAMCO of Air-Conditioners.,.

1) Having examined in details, the tender documents along with Scheduled of quantities relating to the above works & having acquired the requisite information relating thereto as affecting the tender invited by you on behalf of the Life Insurance Corporation of India. I/We, the undersigned hereby offer to execute and maintain the proposed works on Percentage rate basis in strict accordance with the contract conditions and specifications for the sum _____ or such other sums as may be ascertained in accordance with the said conditions.

2) I/We, undertake to complete and deliver the whole of the works within the time stipulated in Appendix to Conditions of Contract under the obligation to pay the sum as stated in the Appendix to the General Conditions for every day/week that the works shall remain incomplete after the expiry of the aforesaid date as liquidated and ascertained damages as compensation subject to the Conditions of Contract relating to an extension of time.

3) I/We have already submitted the Earnest Money Deposit in physical form. I/We attach herewith scanned copy of EMD of Rs. 14000/- (Rupees Fourteen Thousand only) in crossed demand draft Pay Order/ Banker's Cheque in favour of "Life Insurance Corporation of India" payable at Patna or NEFT receipt/UTR No. of e-payment transaction.

4) 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.

4) I/We, note that the Earnest Money Deposit 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

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tender is not accepted and

B) In case my/our tender is accepted, after I/We, furnish Bank Guarantee as mentioned above.

5) I/We, agree,

In case my/our tender is withdrawn before expiry of the validity period or before the issue of letter of acceptance or backed out after issuing Acceptance Letter, 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 100% of the EMD will be forfeited by the department.

In case of forfeiture of Earnest money as prescribed above 5(a), the tenderer shall not be allowed to participate in the re-tendering process of the work.

Yoursfaithfully,

(Signature of the contractor with official seal)

NAME OF THE PARTNER OF THE FIRM OR

NAME OF PERSON HAVING POWER OF
ATTORNEY TO SIGN THE CONTRACT

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

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CONDITIONS OF CONTRACT

Sub: E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2, Patna Under ECZO, and CAMC of Air-Conditioners.,

1. INTERPRETATIONS:

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:

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

“Chief Engineer” shall mean the person occupying the post of head of the Zonal Engineering Department of the Corporation.

“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:

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.

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.

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.

This Contract” shall mean the Articles of Agreement, these Conditions, the General Instructions to Contractor, the General Preambles to Schedule of Quantities, Special Conditions, the priced Schedule of Quantities, the Specifications, the Appendices, the Drawings and other related correspondence.

“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.

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“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.

Words importing persons include Firms and Corporations, words importing the singular only also include the plural and vice versa where the context so requires.

The titles of the Clauses shall not affect or alter the meaning of Clauses and are solely for the purpose of facilitating reference.

The following abbreviations shall be followed for the designations of various LIC Officers:

DESIGNATIONS

ABBREVIATIONS

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

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.

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

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

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“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:

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.

h. LIC will provide a space ad-measuring aprox. 20Ft. X 20Ft. For keeping the materials

This space will be given only after reaching the materials at site (DO-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.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) “JEEVAN DEEP”, EXHIBITION ROAD, PATNA – 800 01

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3. DISCREPANCIES:

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.

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

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

- i) Description in Schedule of Quantities
- ii) Specifications of relevant Trade
- iii) Drawings; detailed drawings shall be followed in preference to small scale drawings and figured dimension in preference to scale.
- iv) Indian Standard Specifications of 'BIS'

4. DRAWINGS AND SCHEDULE OF QUANTITIES:

~~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.~~

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

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

Contractor shall provide everything necessary for the proper execution of the work according to the intent & meaning of the Drawings, 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.

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:**

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.

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.

The Contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and to pay to such Authority or to any Public Office all fee that may be

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properly chargeable in respect of the work and lodge the receipts with the Employer.

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.

The Contractor should observe that his work shall not cause any nuisance to the Public in general and to the neighbouring occupants in particular.

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.

9. MATERIALS AND SAMPLES:

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

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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.

Before ordering such materials, the Contractor shall get samples of the materials approved well in time. Preference shall be given to ISI marked products and approved brands of requisite quality as mentioned in the tender. For materials, which are neither approved brands nor ISI marked, the same shall be got tested from approved laboratories at the Contractor's cost before approval. Approved brand and ISI marked product will also be tested if desired by the CE and if the test results are satisfactory, the cost of testing shall be borne by the Employer otherwise by the Contractor. No claim will be allowed for delay to the progress of work caused by test. If called upon by the Executive Engineer the Contractor shall produce proof for having arranged for the supply of materials well in time.

The Contractor shall furnish well in time before work commences at his own cost, any samples of workmanship that may be called for by the Corporation's Engineer for his approval and any further samples in case of rejection until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply. In case of items like suspended ceiling, partitions, etc. typical sample panels or proto-types shall be erected in position for approval before undertaking work. Rates quoted shall cover for such preliminary work.

Place of storage: LIC will provide a spaced measuring approx. 300 sq.ft for storing of materials at site. The space will provide after reaching of materials. Lock and key arrangement is the contractors responsibility including safety & security aspect.

ACCESS:

Any of the Corporation's Engineers or any persons authorized by any one of them shall at all reasonable time have free access to the work and/or the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained and the Contractor shall give every facility to all of them necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Public Authorities, no person shall be allowed on the work at any time without the written permission of the Corporation's Engineer.

If any work is to be done at a place other than the site of the work, the Contractor shall obtain the written permission of the Corporation's Engineer for doing so.

10. ~~CONTRACTOR'S SUPERVISION & MINIMUM REQUIREMENT OF TECHNICAL STAFF:~~

~~———— The Contractor shall either himself supervise the execution of the contract or may appoint a~~

Contractor

Chief Engineer

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Competent Agent approved by the CE to act in his stead.

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

a. **FOR WORKS COSTING UPTO Rs. 100 LAKHS :**

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

b. **FOR 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 recognized Diploma in Civil Engineering with minimum 5 years experience on such construction jobs.

FOR WORKS COSTING MORE THAN Rs. 200 LAKHS :

- i) A qualified resident Engineer having a Recognized Degree in Civil Engineering and minimum of 3 years experience of such major construction site/s or a recognized diploma in Civil Engineering with 8 years experience.
- ii) In addition the contractor shall employ suitable number of supervisors with recognized degree / diploma in the relevant branches or recognized qualification & experience in the relevant trades for proper execution of the work as approved by the Chief Engineer.

d. The CE may vary any of the above qualification / experience at his discretion if so warranted by conditions prevailing and applicable to any particular work such as Air conditioning, HT, and 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.

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11. DISMISSAL OF WORKMEN:

The Contractor shall, on the instruction of the Corporation's Engineer, immediately dismiss from the work any person employed thereon, who may, in the opinion of the Corporation's Engineer, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the work without the permission of the Corporation's Engineer.

12. DATES OF COMMENCEMENT AND COMPLETION:

The "Date of Commencement" shall be as stated in the Work Order and the Contractor shall thereupon and forthwith begin the work and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Work Order, subject to the provisions for extension of time hereinafter contained.

13. ASSIGNMENT:

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

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

The Contractor should note that unless otherwise stated, the tender is strictly on Percentage rate / Percentage Rate 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 therefrom.

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

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7 (seven) days, be deemed to have been given in writing.

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 LIC 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

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by the LIC Engineer the names of workmen employed) and materials incorporated be delivered for verification to the LIC Engineer or his representative at or before the end of the week following that in which the work has been executed. The LIC Engineer 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 & labour to cover all supervision, overheads, profits and all other applicable taxes/cess. GST on works contract will be paid separately.
- h. 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.
- i. 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:

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.

No nominated Sub-contractor shall be employed on or in connection with the work against whom the Contractors shall make reasonable objection or (save where the CE and the Contractor shall otherwise agree) who will not enter into a Contract providing:-

- a. That the nominated Sub-Contractor shall indemnify the Contractor against the same obligation in respect of the Sub-Contractor as the Contractor is under, in respect of this Contract;
- b. That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor or his servants or agents or any misuse by him or

Contractor

Chief Engineer

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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:

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.

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.

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.

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.

The contractor shall at his own expense arrange to effect from the date of commencement & maintain till the date of virtual completion of contract, with any licensed general insurance company, a **POLICY OF INSURANCE (Contractor's All Risk Policy)** to cover all such risks detailed above viz. loss, damage & third party liability etc. The policy shall be of an amount as mentioned in Appendix to Conditions of contract and in the joint names of the employer & contractor and shall be deposited with the employer and renewed as required from time to time during the currency of

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the contract.

The Contractor shall also fully indemnify the Employer against all claims which may be made upon the Employer, whether under the **WORKMEN'S COMPENSATION ACT** or any other **STATUTE** in force during the currency of this Contract or at Common law in respect of any Employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain until the Virtual completion of the work, with "licensed General Insurance Company" a **POLICY OF INSURANCE** of adequate amount in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the employer & renew the same as required from time to time during the currency of the Contract.

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.

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.

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.

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 therefrom.

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:

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,

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- (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 endeavors to make good this delay.

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

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.

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.

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

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 :

If the Contractor fails to complete the work by the date of completion stated in the "Appendix to Condition of Contract" or within time properly extended under Clause (18) hereof and the CE certifies in writing that in his opinion the same ought, reasonably so, to have been completed, the Contractor shall pay or allow the Employer compensation as mentioned in the "Appendix to condition of contract" as "Compensation in the form of penalty for delay of work" for delay of the work " for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor. In case liquidated damages in

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accordance with the above provision accrue to maximum limit as mentioned in the Appendix to the Conditions of the Contract, the Chief Engineer shall be at liberty to rescind the Contract and to get it completed entirely at the risk and cost of the Contractor through any other agency he decides to appoint. All extra expenses incurred shall be recoverable from the money due to Contractor or lying to his credit with the Employer against the present or any other Contract.

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 & PAYMENT OF BILLS :

MEASUREMENT OF WORKS : The measurement of works shall be recorded in EXCEL format by the Construction Associates at the site as works progress. Any approved authorised extra/deviated work executed during the period will also be measured in EXCEL format. The EXCEL sheet measurement will be submitted by the Construction Associate to the LIC site Engineer in both hard and soft format. The soft copy to be forwarded through e-mail to the concerned site engineer. The measurements then will be checked 100% by LIC site engineer and if required, the same shall be corrected by LIC site engineer to establish that the measurement so given by the Construction Associate is in order and complete in all respects.

All concealed measurements shall be verified by LIC site engineer and test checked by Higher Officials, wherever required, before its concealing and hard copy duly signed by Construction Associate and LIC engineers shall be maintained/preserved.

If there is any variation of measurement after the test checking, the particular measurement will be re-entered by the LIC site engineer and then the corrected EXCEL measurement will be converted to PDF format. A print of such PDF formatted measurement sheet will be taken and signed by the LIC site engineer, Test Checking engineer and the Construction Associate on the hard copy.

Abstract of bill in EXCEL & PDF will be submitted by Construction Associate. The Construction Associate will have their key in the quantities of the corresponding item from the PDF formatted

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measurement sheet.

The Construction Associate on receipt of the corrected hard copy of Abstract of bill from LIC will prepare their tax invoice on their letter head and submit to LIC of India for further processing of their bill for release of payment.

Should the contractor not attend or neglect or omit to send such representative, then the Measurements taken by the LIC Engineer 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".

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

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.

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.

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.

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.

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,

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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.

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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: As per APPENDIX TO THE CONDITIONS OF CONTRACT

The contractor shall be paid by the Employer as stated above of such value mentioned in Appendix to the Conditions of Contract hereto as "Retention percentage on account of Security Deposit". The interim Bills of Running Account Bills to be prepared by the Contractor and supported by the detailed measurements..

Appendix as Final Bill after Virtual Completion" and the contractor shall be entitled to the payment of the final bill in accordance with the final certificate to be issued in writing by the Deputy Chief Engineer with the approval of the CE with expiration of the period referred to as "Defects Liability Period", in the Appendix to Conditions of Contract hereto from the date of Virtual Completion or as soon after the expiration of such period as to work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall last happen.

The Chief Engineer may make any correction in previous certificate which shall have been issued by the Executive Engineer/Superintending Engineer.

Payment upon the LIC 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.

The CE shall have power to withhold any Certificate if the work or any parts thereof are not being carried out to his satisfaction.

23. SECURED ADVANCE AGAINST MATERIALS:

~~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

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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, and Insulating Boards etc.

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

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materials by the contractor at his own expenses and delivered up tidy to the employer. After completion of the work, the contractor will serve a written notice to the CE to this effect. The Chief Engineer after satisfying himself shall thereupon approve the virtual completion. The Defect Liability Period shall commence from the date of such certification.

27. DEFECTS AFTER COMPLETION:

~~27.1~~ The defects, shrinkage, settlements or other faults, which may appear within “the Defects Liability Period, stated in the “Appendix to the Conditions of Contract” or if not stated then, within 12 (twelve) months after virtual completion of the work, arising on account of materials or workmanship not in accordance with the Contract shall, upon the directions in writing of the Corporation’s Engineer and within such reasonable time specified therein, be amended and made good by the Contractor at his own cost unless the CE shall decide that he ought to be paid for such amendment and for making good, and in case of default, the CE may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be recovered from any monies due or that may become due to the Contractor. The CE may in lieu of such amending and making good by the Contractors, deduct from any money due or that may become due to the Contractor, a sum to be determined by the CE equivalent to the cost of amending such work. Should any defective work have been done or materials supplied by any Sub-Contractor employed on the work, who has been nominated or approved by the CE as provided in Clause No.16 the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subjected to the provisions of this Clause and Clause No.2 hereof. The Contractor shall remain liable under the provision of this Clause notwithstanding the payment of any Certificate or the passing of any accounts.

28. PROVISIONAL SUMS, APPLICATION OF:

~~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.~~

~~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.~~

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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 fulfill 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

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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 authorized 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

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thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The CE shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the 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:

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.

In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause No.15 hereof.

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

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.

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- c. If upon the determination of the Contract under this condition, the Contractor is of the opinion that he has suffered hardship by reason of the operation of these conditions, he may refer the circumstances with full details to the Chief Engineer, who on being satisfied that such hardship exists or has existed, shall make such allowance, if any as in his opinion is reasonable, and his decision shall be final, conclusive and binding.

34. DISPUTES TO BE FINALLY DETERMINED BY CHIEF ENGINEER:

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

35. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

- 35.1 Amount towards Security deposit shall be calculated as per details given in “**APPENDIX TO CONDITIONS OF CONTRACT**” of the tender. Security Deposit can be either in the form of Bank Guarantee or DD as per tender.

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 CAMC period of ACs (I.e five years after defect liability period) plus 6 months claim period OR, two Bank Guarantees of like amounts each equal to half the Security deposit, one valid till virtual completion and the other till CAMC period of ACs (I.e five years after defect liability period) plus 6 months claim period.

- 35.2 ~~Performance Guarantee if required shall be as mentioned in “Appendix to Conditions of Contract” and in the form of Bank Guarantee valid up to scheduled date of completion plus six month claim period.~~

- 35.3 The Bank Guarantee/s shall be from any Nationalized / Scheduled Bank preferably at place of work site or Zonal Headquarter of LIC within whose jurisdiction the work falls or where a Branch/Division of the Corporation exists.

- 35.4 Bank Guarantee/s (BGs) against Security Deposit (SD) shall be executed as per the specimen pro-forma at Annexure B and C. Bank guarantee/s against Security Deposit shall be submitted within 21 (twenty one) days from the date of acceptance letter.

- 35.5 ~~In case of failure by the contractor to furnish the Bank Guarantee against Performance Guarantee as~~

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~~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 absolutely.~~

35.6 **50% of the Total Security Deposit will be refunded to the contractor after the satisfactory completion of the work, subject to deductions for any appropriations thereof required to be made by the employer as per the conditions of contract.**

35.7 **Balance 50% of Total Security deposit will be retained with LIC of India till 5 year CAMC period of ACs (I.e five years after defect liability period) Alternately they can furnish a Bank Gurantee of equivalent amount of 50% of S.D with validity of five years after defect liability period plus six month claim period and after confirmation from the Bank, the 50% S.D will be released to agency.**

If one Bank Guarantee in lieu of total Security Deposit is furnished, the same will be released only after the successful completion of CAMC Period of AC which is 05 years after Defects Liability period plus 6months claim period subject to any appropriations as aforesaid.

If two Bank Guarantees in lieu of Security deposit are furnished, the First Bank Guarantee will be released after the satisfactory completion of work and second shall be released after the satisfactory completion of CAMC Period of AC which is 05 years after Defects Liability Period plus 6months claim period subject to any appropriations as aforesaid.

~~Bank Guarantees towards Performance Guarantees (where applicable) shall be released after the virtual completion of work as given in appendix to conditions of contract.~~

Contractor shall keep the Security Deposit, where applicable, replenished to its full value whenever any recovery or appropriation therefrom occurs. The employer reserves the right to do so from any money(s) due to the contractor lying with them.

The Contractor should note that no interest will be allowed on any part of the Security deposit.

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).

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.

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:

All disputes and differences of any kind whatsoever arising out of or in connection with the Contract or the carrying out of the work (whether during the progress of the work or after its completion and whether before or after determination, abandonment or breach of the Contract) shall be referred by the Contractor to the Chief Engineer within 15 (fifteen) 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

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the date of actual receipt in his office in a register and serially numbered. The receipt of the reference shall be acknowledged by the Office of 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 the Chief Engineer, other than the EXCEPTED MATTERS, then and in any such case, the Contractor shall refer the matter to Executive Director (Engineering), who in 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.

Any disputes or differences that the employer may have with the contractor shall also be referred to Arbitration.

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.

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.

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.

The Sole Arbitrator shall determine all matters in dispute other than EXCEPTED MATTERS (referred in Cl.No.34) which shall be referred to the Sole Arbitrator.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications thereof.

The Contractor hereby also agrees that Arbitration under this Clause shall be a condition precedent to

Contractor

Chief Engineer

Life Insurance Corporation Of India

any right of action under the Contract.

37 . Execution & Installation

(i) As the work is to be carried out in existing occupied building, the actual functioning of the existing system cannot be put under shut down. Therefore, the execution of this work has to be meticulously planned and executed in consultation with site engineer in such a manner that minimum cooling of the building is not hampered.

(ii) Mostly the work will be carried out after office hours and on Saturdays, Sundays and Holidays. Every day morning the working site office work stations, and working place must be kept clean and suitable for running office.

(iii) The work shall be taken for execution only after the entire material has been supplied at site.

(iv) Before commencement of execution of work, the tenderer shall plan the system for laying copper tubing, outdoor units location and AHU units etc and get the same approved from LIC.

38 : Terms & Conditions of Comprehensive Annual Maintenance Contract :

1. After completion of one year defect liability period, the agency has to enter in CAMC agreement for consecutive 5 years. Quarterly CAMC charges will be paid upon satisfactory completion of CAMC as per the terms & conditions as detailed in tender. Quarterly CAMC bill must be submitted within the 15 days after completion of servicing. Inspection/ Service Reports must be enclosed with the CAMC bill. Without Inspection / Service report CAMC bill will not be settled.

2. Each Installation has to be inspected, tested thoroughly once in 3months and the agency has to give report on their inspection. Inspection report duly signed by the LIC Officials and has to be submitted along with the CAMC bill.
3. During maintenance/inspection if any equipment found not working or damaged, the same will have to be repaired/replaced within 02(two) working days by the agency at their own cost.
4. If any installation found faulty / not working during the contract period, the same has to be attended within 02(two) working days from the date of intimation ZO.
5. It's the responsibility of the agency to keep the AC System healthy throughout the contract period.
6. The agency should attend all the break down calls with in 48 Hrs. during DLP and CAMC period.

Please note that all the above terms & conditions will also be applicable during Defect liability period of 01 year (12 months).

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

ANNEXURE A

PROFORMA FOR ARTICLES OF AGREEMENT

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

WHEREAS the Employer is desirous of constructing the.....

and has prepared drawings and specifications and the Schedule of Quantities which have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions and instructions set forth herein (hereinafter referred to as "**the said Conditions**") the works shown upon the said drawings and /or described in the said Specifications and included in the said Abstract Schedule of Quantities at the percentage 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.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

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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.

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

5. The contract comprises :-

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

6. Only () alterations have been made in these documents and as evidence that these alterations were made before the execution of Contract Agreement, they have been initialed by the contractor and.....

.....
 _____ Engineer, _____ Zone, Life Insurance Corporation of India _____. The said officer is hereby authorised to sign and initial on the Employer's behalf, the documents forming part of this contract.

7. IN WITNESS WHEREOF THE Official seal of the LIFE INSURANCE CORPORATION OF INDIA, _____ ZONE, was thereto affixed and signed on its behalf by the Chief Engineer and by _____ on behalf of the Contractor/s on the dates respectively mentioned against their signatures in the presence of the witnesses whose signatures are also appended.

In the presence of

CHIEF ENGINEER

1. Signature :

FOR AND ON BEHALF OF THE LIFE INSURANCE CORPORATION

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01



Life Insurance Corporation Of India

Name :

OF INDIA

Address :
.....

Date :

2. Signature :

Name :

Address :
.....

In the presence of

1. Signature :

Name :

Address :
.....

FOR AND ON BEHALF OF THE
CONTRACTOR

M/S

Date :

2. Signature :

Name :

Address :
.....

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01



Life Insurance Corporation Of India

ANNEXURE-B

LIFE INSURANCE CORPORATION OF INDIA

(Refer Clause No. 35 of Conditions of Contract)

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

To

THE LIFE INSURANCE CORPORATION OF INDIA

In consideration of the Life Insurance Corporation of India having its _____ Zonal Office at _____ in the State of _____ (hereinafter called '**the Corporation**') which expression shall unless repugnant to the subject or context include its successors and assignees) having agreed under terms and conditions of contract (vide its acceptance letter No. _____ dated _____) made between _____ (hereinafter called the said Contractor) and the Corporation in connection with _____ (hereinafter called '**the said contract**') to accept a Deed of Guarantee and Indemnity as herein provided for Rs. _____ from the _____ in lieu of the Security Deposit to be made by the contractor and/or in lieu of the deduction to be made from the Contractor's bills, for the due 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

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

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 Contractor

Chief Engineer



Life Insurance Corporation Of India

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

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

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).

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01



Life Insurance Corporation Of India

Note No.2:

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

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01



Life Insurance Corporation Of India

ANNEXURE – 'C'

LIFE INSURANCE CORPORATION OF INDIA

(Refer Clause No. 35 of Conditions of Contract)

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE IN

INDIVIDUAL CONTRACTS

To
THE LIFE INSURANCE CORPORATION OF INDIA

In consideration of the Life Insurance Corporation of India having its _____ Zonal Office at _____ in the State of _____ (hereinafter called '**the Corporation**') which expression shall unless repugnant to the subject or context include it

s successors and assignees) having agreed under terms and conditions of contract (vide its acceptance letter No. _____ dated _____) made between

Contractor

Chief Engineer

Life Insurance Corporation Of India

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

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

3. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor, or to postpone

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

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 _____ plus six month validity period. 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)

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01



Life Insurance Corporation Of India

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:-

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

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**

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

APPENDIX TO THE CONDITIONS OF CONTRACT

NAME OF WORK: E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2, Patna Under ECZO, and CAMCO of Air-Conditioners.,.

ESTIMATED COST: Rs. 28,05,950/- **PERIOD OF COMPLETION:** 90 Days from the date of commencement of Work. **EMD:** Rs.14,000/-.

Sl.No.	Description	Remarks
1	Date of Commencement	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	Date of completion	90 days from the date of commencement.
3	Penalties & Liquidated Damages	1.0% per week of contract sum subject to a maximum of 10% of contract value.
4	Period of final measurement	60 (Sixty) days from the date of completion of work.
5	Interim Value Certificate	Rs. 10 Lakh
6	Period of honouring interim certificate	20(Twenty) days
7	Period of honouring final certificate	90(Ninety) days from the date of submission of final bills with details.
8	Security Deposit	5% of the Accepted Tender amount.
9	Recovery of Security Deposit	In case of cash option, the Security Deposit shall be recovered from R.A Bills @ 7.5% of Gross amount of bill till the sum along with sum already deposited as EMD equals the total security deposit OR Construction Associates may submit the Bank

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

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		Guarantees / Security Deposit as per relevant clause of tender. 50% of total security deposit amount will remain with LIC of India till CAMC period of A.C.s (I.e five years after defect liability period). Alternately Construction Associates will furnish a Bank guarantee of equivalent amount of 50% of S.D with five years validity period plus six month claim period and after confirmation from the Bank, the 50% S.D will be released to them.
10	Interest on Lump sum Advance	Lump sum advance shall not be given.
11	Insurance: Contractor's All Risk Policy with Third Party Liability	On full accepted tender amount. Third Party Liability will be Minimum on 7.5% of accepted tender amount.
12	Insurance: Workmen's Compensation Policy	Minimum 10% of full accepted tender amount.
13	Insurance Policy	Insurance Policies (Workmen's Compensation and Contractors All Risk with Third Party Insurance Policies) if not extended on time by construction associates, then LIC shall proceed with extension of this insurance policies. Please note that if the insurance is not taken in time or not renewed and submitted to office 10 days before the expiry of the policy, then LIC shall renew the insurance policy and the premium charges will be recovered along with a amount of Rs.10,000/- as administrative charges+25,000/- as penalty.. for each extension of such policy from construction associates/ contractor's bill.
14	No Claim Certificate	To be given on Contractors letter head
15	Defect Liability Period	DLP will be 12 months, reckoned from the date of virtual completion of the work order.
16	Recovery of Water charges from Contractors bill if used from LIC source	0.25% of the Gross value of work done.
17	Recovery of Electricity charges from Contractors bill if used from LIC source.	0.25% of the Gross value of work done.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01



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NO CLAIM CERTIFICATE CUM RECEIPT

(To be given on Contractor's letterhead)

"Received Rupees_____ (Rupees_____) being the amount against my/our final bill dated_____ for_____ (Name of Work) in full and final settlement of bill. I/We have no any further claim on account of mentined work .

Contractor
(Signature of Contractor on Revenue stamp)

Rubber stamp/seal of the contractor /com

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

SPECIAL CONDITIONS

1. The work is to be carried out by the manufacturer of approved makes or their authorized dealers only. The approval of the agency for AC work is to be obtained from competent authority before commencement of work.
2. Contractors shall note that the sites are working office/occupied residential staff quarters. Hence, contractor shall take into account this aspect and quote their rates accordingly.
3. **Contractors are advised to inspect the sites before quoting their RATE.** The contractors shall also note that they have to co-operate with other agencies carrying out the work(s) of LIC of India in the same site.
4. The contractors shall not stack materials on footpath and road margin.
5. The contractor shall thoroughly clean all the dust and dirt's, debris etc. and remove all the scaffoldings and other materials used for the works away from the site as and when needed.
6. The site is located in commercial area and therefore Contractor shall take all precautions to cause least inconvenience to the neighbours/ surroundings during the work.
7. The contractor has to ensure protection to building and other assets etc. in the campus. In case any damages caused due to work or due to ignorance of any worker, contractor has to make good the damages and / or compensate the LIC for the damages done.
8. **The quantities shown in the schedule may increase or decrease in any extent.** Some of the items may be omitted altogether. No claim whatsoever shall be entertained on this account.
9. All works in course of execution or after execution in pursuance of the Contract, shall at all times be open to the inspection and supervision of the Chief Engineer or his authorized representatives and the Contractor or his responsible agent, duly accredited in writing, shall at all such times, be present to receive instructions/ orders.
10. Contractors to note that the quoted rates shall be firm throughout the currency of the Contract. The escalation towards materials, labour etc. is not allowed and will not be paid.
11. **Please note that latest technology based with current manufactured machine will be accepted only.**

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

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SPECIAL NOTE FOR CONTRACTORS

1. Refrigerant piping wherever used shall be properly installed & bends shall be made using tube bender.
2. Where pipes & / or cables pass through walls or ceilings, proper G.I. pipe sleeves shall be provided whether the same is specifically mentioned or not, no separate rates will be applicable.
3. Refrigerant pipes shall be mounted on teak wood gutties / other suitable material to avoid physical contact with structure & shall be properly clamped & neatly laid, no separate rates will be applicable.
4. All tools & tackles, instruments & manpower required for testing (including witness test by LIC Engineers) shall be arranged free of cost by the contractor as & when required including for re-test if any.
5. Free periodic services for maintenance shall be provided by the contractor not less than **ONE SERVICE IN THREE MONTHS** to ensure efficient operation of the system.
6. Grouting for supports of contractors equipment shall be carried out by the contractor.
7. The contractor shall carry out the tests on different equipments as specified in various sections, in the presence of LIC Engineers in order to enable them to determine whether the plant & equipments & installation in general comply with the specifications.
8. The Installation shall be handed over to LIC after satisfactory testing & after necessary rectifications as required along with one document of each comprising:-
 - Detailed equipment data as approved by LIC;
 - Manufacturers maintenance & operation manuals;
9. In case the test readings are not satisfactory, the contractor shall carry out all modifications to achieve the specified conditions within specified date from the test date.
10. On completion of 5 year CAMC after DLP the AC units have to be handed over to LIC/New appointed agencies (if applicable) in proper working condition. Failing to so the units will be repaired at contractors risk and cost.
11. Contractor has to submit the layout, Location of indoor and outdoor unit along with heat load before commencement of work.
12. LIC of India will provide supply with MCCB/MCB control of adequate rating to each outdoor condensing units. Necessary cable for interconnection and switchgear is to be provided by contractor.

Contractor

Chief Engineer

Life Insurance Corporation Of India

13. The rate quoted for the above shall include all necessary preparatory works for installing outdoor units and indoor units, chasing wall, flooring for drain pipes, refrigerant pipe etc and making them good to satisfaction of LIC. Nothing extra will be paid on this account.
14. TENDERERS ARE REQUESTED TO VISIT THE SITE BEFORE QUOTING
15. The rate quoted should include all electrical interconnections between control panel, indoor and outdoor units.
16. The tenderer are requested to specify their make in the Schedule of Quantities.
17. **Please note all the AC units are to be supplied must have copper condenser & copper cooling coil only.**

Execution & Installation

(i) As the work is to be carried out in existing occupied building, the actual functioning of the existing system cannot be put under shut down. Therefore, the execution of this work has to be meticulously planned and executed in consultation with site engineer in such a manner that minimum cooling of the building is not hampered.

(ii) Mostly the work will be carried out after office hours and on Saturdays, Sundays and Holidays.

(iii) The work shall be taken for execution only after the entire material has been supplied at site.

(iv) Before commencement of execution of work, the tenderer shall plan the system for laying copper tubing, outdoor units location units etc and get the same approved from LIC.

Terms & Conditions of Comprehensive Annual Maintenance Contract :

1. After completion of one year defect liability period, the agency has to enter in CAMC agreement for consecutive 5 years. Quarterly CAMC charges will be paid upon satisfactory completion of CAMC as per the terms & conditions as detailed in tender. Quarterly CAMC bill must be submitted within the 15 days after completion of servicing. Inspection/ Service Reports must be enclosed with the CAMC bill. Without Inspection / Service report CAMC bill will not be settled. Each Installation has to be inspected, tested thoroughly once in 3months and the agency has to give report on their inspection. Inspection report duly signed by the LIC Officials and has to be submitted along with the CAMC bill.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

2. During maintenance/inspection if any equipment found not working or damaged, the same will have to be repaired/replaced within 02(two) working days by the agency at their own cost.
3. If any installation found faulty / not working during the contract period, the same has to be attended within 02(two) working days from the date of intimation ZO.
4. It's the responsibility of the agency to keep the AC System healthy throughout the contract period.
5. The agency should attend all the break down calls with in 48 Hrs. during DLP and CAMC period.

Please note that all the above terms & conditions will also be applicable during Defect liability period of 01 year (12 months).

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

GENERAL CONDITIONS FOR MAINTENANCE OF AIR CONDITIONING UNITS DURING DEFECT LIABILITY PERIOD

1. A.C. units shall be serviced once in **three months**.
2. In case any defect cropped up, it shall be attended within **04 hours** of getting information over telephone as and when is required. If defect requires machine to be shut down for more than three days or to be taken to factory, a stand by machine has to be provided.
3. Contractor has to give proper authorization of Engineer/Supervisor responsible for maintenance of units and has to provide their contact number so that we can contact them as and when required.
4. A.C. units are to be left operative every time in summer/winter and all components including compressor to be checked properly.
5. Compressor if found defective shall be replaced with new compressor of same make without any extra charges.
6. Entire refrigeration system to be checked if required gas will be charged as and when necessary.
7. In case the services rendered by the contractor are not found satisfactory, during any time of defect liability period, LIC will engage some other agency to carry out the work at contractors' risk & cost and the amount spend shall be recovered from Security Deposit.
8. Safety controls should be tested and replaced in case of mal functioning.
9. Air filters to be cleaned and if required to be replaced.
10. Cooling coil to be inspected and cleaned if necessary.
11. Blower motor to be checked and defects noticed will be attended.
12. Any defect in electrical items and central wiring to be attended.
13. At least one overhauling of units to be carried out during DLP period.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

TERMS & CONDITIONS OF CONTRACT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR AC UNITS

1. GENERAL

The AC UNITS will be serviced four times (**quarterly**) in one year. One of these services will be rendered immediately after acceptance. From then the servicing is to be carried out once in three months.

In addition to above Scheduled services any complaints/ Breakdown calls (both verbally or in writing) to be immediately attended and fault to be rectified within 24 hours without any extra charges during CAMC period.

Unless otherwise specially agreed to, the contract service shall be available during normal working hours and days i.e., Monday to Friday from 9 AM to 6 PM.

Log sheets are to be maintained for each individual unit separately.

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

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.

When closing the operation of the AIR CONDITIONING UNIT for more than 3 day will be necessary for major repairs/ replacements/ overhauling etc. this should be prearranged in consultation with the concerned office and a stand by machine has to be provided. Non- compliance of this provision shall attract penalty of Rs.300/- (Rupees Three Hundred only) per machine per day and the same be deducted from the respective CAMC bill of the contractor subject to the maximum of full CAMC charge of that machine.

In case of AC units are non-functional for a period of more than 24 hours due to non-attendance or negligence by the agency, or without any valid reason, deduction @ Rs.300 per day per machine as penalty will be made from then respective quarterly CAMC bill subject to the maximum of full CAMC charge of that machine.

In case any fault is not rectified within 72 hours of intimation to the contractor, LIC may carry out the job by any agency at your risk & cost. This amount shall be recovered from any payments of the contractor lying with LIC.

If required the servicing of ACs is to be done after office hours/ Saturday/Sunday or on holidays without hindrance of the office activities. Adequate additional manpower shall be provided for the same. No extra payment shall be made for that.

In case of any accident, it will be entirely your responsibility for all consequences and cost involved unless you prove that the cause of accident was not due to improper maintenance of the AC units.

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

Contractor

Chief Engineer

Life Insurance Corporation Of India

2. >56<

SCOPE Of WORK:

The CAMC will be of all inclusive comprehensive type (including replacement of compressor, coils, fins, gas filling etc.). No extra will be payable other than the CAMC charges.

The replacement of all parts if any should be original, genuine make and old replaced should be shown or handed over to our branch/ Divisional Office.

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

- a) Inspection of indoor & outdoor units of all AC units & cleaning the same thoroughly with suitable cleaning agent.
- b) Checking the refrigeration system, motor and starter etc. for performance & overall healthy condition of the AC system.
- c) Checking the system for leaks & rectifying the leaks etc.
- d) Checking the refrigeration control system for necessary adjustments to ensure trouble free operation.
- e) Checking the evaporator & condenser coil & necessary cleaning with suitable cleaning agent.
- f) Lubricating the fan motors as and when required.
- g) Repairing & replacement of the AC components at site & when required.
- h) Overhauling of the components at least once in a contract year & further when required.
- i) Repair/ replacement of the components of microprocessor as & when required.
- j) Cleaning of air filters thoroughly with suitable cleaning agent.
- k) Replacement of defective equipments such as compressor, motor, fans, microprocessor, including control cables, all type of piping, replacement of all type of filters.
- l) Cleaning of drain pipe as & when required with suitable cleaning agent.

3. TERMS AND CONTIONS FOR PAYMENT:

The CAMC charges are inclusive of all taxes except GST which will be paid extra at applicable rates at the time of billing. All statutory deductions will be made from your bills.

The vendor/ service provider should submit service report for regular servicing and attendance report of breakdown/ complaint calls duly acknowledged by the user and should be enclosed along with periodic bills as a proof of attending services.

Payment will be made after completion of quarterly servicing for which the agency should submit invoice in triplicate along with service reports duly certified by the user for the services carried out during the respective quarter. The proportionate amount will be deducted if complete services are not provided.

You are requested to submit the certificate of all your visits for servicing, call back, repairing, breakdown calls etc with rebate to AC units to the concerned office.

Contractor

Chief Engineer

Life Insurance Corporation Of India

>57<BANK ACCOUNT AND OTHER DETAILS:

To be submitted along with Tender copy

Sl. No	Description	Details
01	Name of the Company/Firm/Entrepreneur Institute, etc	
02	Address	
	Phone Number	Mobile:
		Land Line:
	E-Mail ID	
03	Bank Account Details:	
A.	Account No	
B.	Type of Account	
C.	IFSC/RTGS Code	
	(Enclose Xerox copy of the Cheque leaf)	
04	PAN No *	
05	TIN Registration No.*	
06	GST IN Registration No.*	

PL NOTE THAT FOR BIHAR LIC GSTIN NUMBER : 10AAACL0582H2Z0

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.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

GST REGISTRATION DETAILS FORMAT

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SR. No.	Requirement	Submissions
1.	Name of Construction Associate as per GST Registration Certificate	
2.	Address as per GST Registration Certificate	
3.	City	
4.	Police Station	
5.	Postal Code	
6.	Region / State (to provide complete State name)	
7.	Permanent Account Number	
8.	GST IN ID / PROVISIONAL ID Number (copy of acknowledgement is required)	
9.	Business nature as per Registration with GST	
10.	Service Accounting Code / HSN Code	
1.	Contact Person	
12.	Phone Number / Mobile Number	
13.	E-mail ID	
14.	Compliance Rating if updated by GST IN	

NB: The specific details should also be asked for all new contracts and it should be an integral part of the Contract Document.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA – 800 01

Life Insurance Corporation Of India

Life Insurance Corporation of India

**E-Tender for Replacement of Ductable Air-Conditioners in the Divisional
Office -2 , Patna Under ECZO, and CAMC of Air-Conditioners.**

(FINANCIAL BID)

Bid Document No: LIC/ECZO/22-23/10 Dt. 24.06.2022

**LAST DATE FOR SUBMISSION OF FILLED IN e-
TENDER: ON OR BEFORE 15.00 HRS ON 08.07.2022**

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) "JEEVAN DEEP", EXHIBITION ROAD, PATNA –
800 01

Life Insurance Corporation Of India

E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2 , Patna Under ECZO, and CAMC of Air-Conditioners.

INSTRUCTIONS

The commercial bids of the qualified tenderers based on the evaluation of technical bid will be opened on a suitable date which will be informed to the technically qualified tenderers after finalization of the technical bids.

The prices quoted shall be valid for a minimum period of Three **(3)** months from the prescribed last date of submission of the tenders for acceptance and the accepted rates of the successful tenderer shall be valid for **ONE YEAR** from the date of acceptance. As LIC of India may order an additional quantity of the overall quantity based on its requirement and the supplier shall supply the same at the accepted rates for the work orders placed within the validity period.

The Commercial Bid should contain the price schedule which should be filled by the tenderer both in words and figures for the cost of equipment.

The quoted price should be **exclusive of GST price** (i.e., any other applicable duties and taxes, Packing, Freight and Forwarding, Transit Insurance, Local transportation, Hamali Charges, completing the Road permit formalities, Octroi / Entry tax, unloading charges at site, charges for Installation, testing & commissioning and warranty period charges should be included in the basic rates). No additional charges / management fee of any kind will be reimbursed. The Supplier should be in a position to provide service after supply and installation including replacement during guarantee / warranty period of **ONE YEAR** in case of defects if any etc. without any extra charges.

The Chief Engineer reserves the right to accept any tender not necessarily be the lowest or to reject all the tenders without assigning any reasons.

* * *

Contractor

Engineer

Chief

Life Insurance Corporation Of India

PART-"A"

E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2 , Patna Under ECZO, and CAMC of Air-Conditioners.

1	Description	Qty	Unit	Rate	Amount
1.01	Replacement of following size / capacity of DUCTABLE type Air conditioners having 3phase scroll compressor with accessories required for respective units, suitable for operation on 3-phase 415 volt + 10 % AC supply with ceiling suspended evaporator units & outdoor type compressor units, microprocessor based control panel etc. of Voltas / Blue Star / Carrier / Hitachi make with R-410A refrigerant gas charging. The costs shall be inclusive of installation of indoor units with ceiling suspended evaporation units & outdoor type compressor units. The indoor unit shall be suspended with ceiling by means of dash fasteners, 10mm dia M.S. rods with check nuts and proper matching with the existing Duct. The rate is inclusive of providing of Y piece duct in the mouth of indoor unit and modification if required including canvass connections between evaporating units & plenum / mouthpiece, or as directed complete with all accessories. It is to be ensured that there are no leakage of air flow/ vibrations caused by the machine.				

Contractor

Engineer

Chief

Life Insurance Corporation Of India

	The outdoor unit is to be installed on existing M.S. stand or as directed as per site condition. Providing of refrigerant gas, vibration pads, interconnecting cable between IDU & ODU etc. complete with incoming and outgoing connections. The rate is inclusive of control cable from indoor to outdoor unit.				
a)	8.5/8.75 TR	10	Set	175000.00	1750000.00
b)	3.0 TR	1	Set	65000.00	65000.00
1.02	Supply , installation, Testing & Commissioning of Refrigerant Piping with hard drawn copper pipe including providing necessary Ball isolation Valve, Expansion valves and catch -all -driers , insulating the refrigerant line with 9/13 mm nitrile rubber . The nitrile rubber in tube form shall be sleeved on the pipes. On piping slit opened tube from insulating material shall be placed over the pipe and adhesive shall be applied as suggested by the manufacturer. Wherever flat sheets shall be used it shall be cut out in correct dimensions using correct tools. All longitudinal and transverse joints shall be sealed as per manufacturer recommendations. All joints shall be sealed by providing 6 mm thick , 50 mm wide nitrile rubber tape . The insulation shall be continuous over the entire run of the piping , fittings and valves. Please note suction & discharge line of each compressor will be treated as one circuit.				
a)	8.5/8.75 TR	250	Mtr	1600.00	400000.00
b)	3.0 TR soft copper pipe	30	Mtr	1100.00	33000.00

Contractor

Engineer

Chief

Life Insurance Corporation Of India

1.03	Supplying, Installation, testing & commissioning of 12 mm. thick rigid board of fibre glass having density of 48 kg/ m ³ for acoustic duct insulation to GI ducting . The insulation panels shall be fixed to the sheet metal with cold setting adhesive compound. The innermost surface shall be covered with fibre glass tissue and 28 gauge perforated aluminium sheet having at least 15 percent perforations. The aluminium sheet shall be screwed using cup washer and neatly finished to give true inside surface. In case frame work is needed , GI channel frame work of suitable size may be used inside.	40	Sqm	415.00	16600.00
1.04	Supplying, fabricating & installation of galvanised steel sheet (SAIL/ TATA/ JINDAL / ESPAT) duct including providing M.S. angle support, flanges, hanger rods, & making good the damages etc., complete with vibration insulation pad between the duct & support, of following guage / size.				
a)	22 Gauge	40	Sqm	890.00	35600.00
b)	24 Gauge	10	Sqm	800.00	8000.00

Contractor

Engineer

Chief

Life Insurance Corporation Of India

1.05	Supplying, Installation, testing & commissioning of 13 mm. thick nitrile rubber of thermal conductivity as per BS 874 PART 2-86. Density of nitrile rubber shall be 40-60 Kg/m ³ . Each lot of material delivered at site shall be accompanied with manufacturer's test certificate for thermal conductivity values, density, water vapour permeability and fire properties. Adhesive used for sealing the insulation shall be non inflammable, vapour proof adhesive strictly as per manufacturers recommendations. Before laying of insulation and adhesive, duct surfaces shall be cleaned to remove all grease, oil, dirt etc. Proper care is to be taken while cutting the nitrile rubber sheet so that 90 degree cut in thickness is achieved. All longitudinal and transverse joint shall be sealed by providing 0.6 mm thick 50 mm wide nitrile rubber tape including painting of duct as directed.	40	Sqm	570.00	22800.00
1.06	Supplying, Installation, Testing & commissioning of Air Grills made from Extruded aluminium, powder coated with matt finish of approved colour having facing adjustable louvers for adjusting the flows of air manually. The rate quoted should include for required screws & members to fix the grill and civil work if any.				
a)	Supply air grills with volume control dampers	25	Sqm	7600.00	190000.00
b)	Return air grills without dampers	25	Sqm	5900.00	147500.00
1.07	Providing & fixing GI volume control damper for duct	4.5	Sqm	5900.00	26550.00

Contractor

Engineer

Chief

Life Insurance Corporation Of India

1.08	Providing & fixing of 25mm dia PVC rigid drain pipe with all accessories etc. complete on wall/ beam/ ceiling in concealed manner by chasing wall/ floor/ on surface including providing of U trap & heatlon insulation to avoid sweating / condensation specially above false ceiling for the above AC.	200	Job	120.00	24000.00
1.09	SITC of Fire Damper/ Duct Damper. The fire damper should be made from 16 SWG GSS and having fusible link to operate in case of fire. The damper should be painted with heat resistant paint of approved colour.	11	Job	5900.00	64900.00
1.1	Cleaning, rusting, scratching of existing MS frame structure and putting red oxide with two coat of synthetic enamel paint for out door units in different location etc. on terrace /on chajja as per site condition. after cutting of RCC / brick wall & making good the damages, if required. The MS frame structure's legs grouted by using cement & sand etc., strong enough to take the load of machine etc complete for all the outdoor units	11	Set	2000.00	22000.00
	TOTAL				28,05,950.00

Note-The above work is fall under Work contract.GST will be applicable extra as per prevailing rate.
 As on date , the GST as per work Contract is 18%

I/We Quote our percentage rate@ (In figure)
 (.....) in words Percent above / below / at par (Strike
 out whichever are not applicable) on the above

Date:

Place:

Signature of the Contractor with seal

Contractor

Engineer

Chief

Life Insurance Corporation Of India

PART-“B”

E-Tender for Replacement of Ductable Air-Conditioners in the Divisional Office -2 , Patna Under ECZO, and CAMC of Air-Conditioners.

FIXED BUY BACK VALUE

Sl.no	Description	Qty	Rate (Rs)	Amount(Rs)
1	Taking away old/unserviceable indoor and out door unit including refrigerant pipe etc of Ductable unit as and where basis at Divisional office-2, Patna. (For 8.5 TR)	10 Set	12000.00	120000.00
2	Taking away old/unserviceable indoor and out door unit including refrigerant pipe etc of Ductable unit as and where basis at Divisional office-2, Patna. (For 3.0 TR)	1set	4000.00	4000.00

Note-GST will be applicable extra as per prevailing rate.

Contractor

Chief Engineer

Engineering Dept., EAST CENTRAL ZONAL OFFICE, ENGG. DEPTT. (4TH R) “JEEVAN DEEP”, EXHIBITION ROAD,
PATNA – 800 01

Life Insurance Corporation Of India

PART-“C”

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT CHARGES (FIXED RATE OF CAMC AFTER DLP OF **ONE YEARS**)

LIC of India has fixed the following rates for CAMC for five years after DLP of **1 years**.. The following **CAMC rates are exclusive of GST**, which will be reimbursable on submission of proof of payment to the authorities for the subject work. **Any Variation in the tax structure as per the prevailing government rules and regulation will be considered and paid /recovered.** Please note that the concerned technician assigned for Divisional head quarter should attend the Breakdown within 24 hrs. for Branch Office and rectification can be completed within the specified time. If fail then a penalty of Rs.200/- per day per AC will be deducted from the bill of the agency. In case, considering quantum of defects, the AC are required to be shifted to agency's workshop for repairing, one serviced AC of adequate capacity has to be provided by the agency. However in case the service AC is provided as standby before the expiry of stipulated response time, no penalty will be charge

Item No.	Item Description	Unit	Yly. Rate in fig
1.	Rate for all inclusive comprehensive AMC exclusive of GST for the above 8.5TR AC systems as mentioned in PART”.A” after completion of warranty period of ONE -YEAR.		
	1 st year CAMC	Per Set	12500.00
	2 nd year CAMC	Per Set	13100.00
	3 rd year CAMC	Per Set	13750.00
	4 th year CAMC	Per Set	14450.00
	5 th year CAMC	Per Set	15200.00
2	Do- but 3.0TR		
	1 st year CAMC	Per Set	5000.00
	2 nd year CAMC	Per Set	5250.00
	3 rd year CAMC	Per Set	5500.00
	4 th year CAMC	Per Set	5800.00
	5 th year CAMC	Per Set	6100.00

NOTE:- The above rates are exclusive GST .GST will be paid extra as applicable

Contractor

Chief Engineer