



LIFE INSURANCE CORPORATION OF INDIA

ENGINEERING DEPARTMENT

Western Zonal Office,
'Yogakshema' West Wing, 1st floor,
Jeevan Bima Marg,
Mumbai - 400 021.

TECHNICAL & EMD BID (BID II)

**NAME OF WORK: E- TENDER FOR HIRING & OPERATION OF 750 KVA
SOUNDLESS / NOISELESS DG SET WITH ACOUSTIC ENCLOSURE ON
RENTAL BASIS AT DATA CENTER, VILE PARLE, MUMBAI.**

**LAST DATE FOR SUBMISSION OF FILLED IN E-TENDER:
ON OR BEFORE 23:59 Hrs on 17.06.2025**

BID-II: TECHNICAL BID+EMD+TENDER DOCUMENT FEES

NAME OF THE WORK: E- TENDER FOR HIRING & OPERATION OF 750 KVA SOUNDLESS / NOISELESS DG SET WITH ACOUSTIC ENCLOSURE ON RENTAL BASIS AT DATA CENTER, VILE PARLE, MUMBAI.

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LETTER TO CONTRACTOR FROM CHIEF ENGINEER

Date: 29.05.2025

To,

Dear Sir / Sirs,

NAME OF THE WORK: E- TENDER FOR HIRING & OPERATION OF 750 KVA SOUNDLESS / NOISELESS DG SET WITH ACOUSTIC ENCLOSURE ON RENTAL BASIS AT DATA CENTER, VILE PARLE, MUMBAI.

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

BID I : PREQUALIFYING BID

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

BID III : FINANCIAL BID

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

2. The drawings for the work will be available for inspection at the following Office: The Chief Engineer, WZO, and Mumbai and at work site.
3. The bidders should submit required Earnest Money Deposit in a manner/mode as mentioned in e-TENDER process (ref: Pre-Qualification BID details). **Tender fee.–As mentioned in the PQ Notice and Earnest Money Deposit of Rs. 37,900/- (Rupees Thirty seven Thousand Nine Hundred only) – As mentioned in the PQ** shall be submitted in a sealed envelope separately.
- a. Tender fee –Rs.590 .00- in the form of Crossed Demand Draft/ Pay order/ Bankers Cheque of any Nationalized/ Scheduled Bank drawn in favour of “**Life Insurance Corporation of India**” payable at “**Mumbai**”
- b. Earnest Money Deposit shall be submitted in the following form:-
 - in the form of Crossed Demand Draft/ Pay order/ Bankers Cheque of any Nationalized/ Scheduled Bank drawn in favour of “Life Insurance Corporation of India” payable at “Mumbai” (or) Bank Guarantee for the full amount i.e. for ₹.37,900/- .

CONTRACTOR

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CHIEF ENGINEER

- The Earnest Money Deposit as above can be remitted through **RTGS payment** along with necessary UTR reference and Bank details should be submitted / **uploaded and the same shall be informed to us by mail**
- Bank Details of LIC of India for the purpose of preparation of Bank Guarantee and RTGS only

Name of Beneficiary: Life Insurance Corporation of India

Bank Name : Union Bank of India

A/c No. 510101006081893 IFSC: UBIN0902217 MICR Code: 400026216

Branch Address : Unit 4C, Grd. Floor, Mittal Court Premises, Opp. To Vidhan Bhavan, Nariman Point, Mumbai -400 021

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

1. BIDs are to be submitted on the e-tendering portal **on or before As per the Key Dates** and the BID I & BID II of 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 Login 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.**
2. An annexure for Guidelines to Submit tenders on Electronic Tendering System (ETS) is attached in the Tender document. The tenderers are advised to carefully read the above document for understanding of e-Tendering System. The above Annexure will supersede all the terms & conditions mentioned for submission of tender in document.
3. The Life Insurance Corporation of India does not bind itself to accept the lowest or any tender.

Encl: As above.



LETTER FROM CONTRACTOR TO CHIEF ENGINEER

TO BE SUBMITTED ONLINE ON OR BEFORE ON as per the Key Dates

Date:

From:

.....

.....

.....

To

The Chief Engineer,

Life Insurance Corporation of India

Engineering Dept, Western Zonal office,

Mumbai - 400 021

NAME OF THE WORK:- E- TENDER FOR HIRING & OPERATION OF 750 KVA SOUNDLESS / NOISELESS DG SET WITH ACOUSTIC ENCLOSURE ON RENTAL BASIS AT DATA CENTER, VILE PARLE, MUMBAI.

Dear Sir,

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

I/We submit herewith my/our tender with an Earnest money remittance of **Rs. 37,900/- (Rupees Thirty**



seven Thousand Nine Hundred only) in the form of CROSSEDDEMAND DRAFT /Bank Guarantee of Nationalized/ scheduled Bank PAYABLE AT Mumbai. I/We, hereby agree that part of this sum shall be forfeited by the 'Life Insurance Corporation of India in the event of my/our tender being accepted and I/We fail to execute Contract when called upon to do so.

3. In the event of the tender being accepted, I/We, agree to the retention of my/our EMD as a part of Security Deposit and the balance amount of Security Deposit to be recovered at 7.5% of Gross Value of work done from my / our Running Account Bills. **OR** I/We, agree to furnish a lump sum Bank Guarantee for total Security Deposit or two Bank Guarantees each with 50% value of Security Deposit from any Nationalized/Scheduled Bank at Mumbai as per specimen given in Annexure "B" to Conditions of Contract, within 21 (twenty-one) days of acceptance of tender.
4. Performance Guarantee: BG against Performance Guarantee (PG) shall be submitted within 30 Days from the date of issuance of the Acceptance letter.
5. I/We, note that the Earnest Money Deposit of **Rs. 37,900/- (Rupees Thirty seven Thousand Nine Hundred only)** would be refunded to me/us.
 - a) On expiry of the validity of the tender or earlier at the discretion of Chief Engineer in case my/our tender is not accepted and
 - b) In case my/our tender is accepted, after I/We, furnish Bank Guarantee in lieu of Security Deposit as mentioned above.
6. I/We, agree,
 - a) In case my/our tender is withdrawn before expiry of the validity period or before the issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, in such case 25% of the EMD will be forfeited by the department.

Yours faithfully,

(SIGNATURE OF THE CONTRACTOR)

Name and Seal

NAME OF THE PARTNER OF THE FIRM

OR

NAME OF THE PERSON HAVING POWER OF

ATTORNEY TO SIGN THE CONTRACT
(CERTIFIED TRUE COPY OF THE POWER
OF ATTORNEY SHOULD BE ATTACHED

CONTRACTOR

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CHIEF ENGINEER

CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

- 1.1 In construing these Conditions, the Specifications, the Priced Schedule of Quantities, Tender and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context there wise requires:
- 1.2 “Employer” shall mean THE LIFE INSURANCE CORPORATION OF INDIA and his (their) heirs, legal representatives, assignees and successors.
- 1.3 “Chief Engineer” shall mean the person occupying the post of head of the Zonal Engineering Department of the Corporation.
- 1.4 “Corporation’s Engineers” shall mean such Deputy Chief Engineers, Superintending Engineers and/or Executive Engineers of the Corporation, who shall from time to time be appointed by the Chief Engineer for supervising the work carried out by the Contractor or for any purpose in connection there with:
- 1.5 The term “Site Engineer” shall mean the person appointed and paid by the Employer, acting under the order of the Corporation’s Engineer to superintend the work.
- 1.6 The Contractor shall mean, the individual, firm or company whether incorporated or not, who is awarded the contract & shall include the legal representative of such individual or the persons composing such firm or company or the successors of such individual, firm or company & the permitted assignees of such individual, firm or company.
- 1.7 The “Site” shall mean the lands/buildings and/or other places on, in, into or through which work is to be executed under the contract any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract
- 1.8 “This Contract” shall mean the Articles of Agreement, these Conditions, the General Instructions to Contractor, General Preambles to Schedule of Quantities, Special Conditions, the priced Schedule of Quantities, the Specifications, the Appendices, the Drawings and other related correspondence.
- 1.9 “Act of Insolvency” shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any amending Statute.
- 1.10 “Notice in Writing” or written notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.11 Words importing persons include Firms and Corporations, words importing the singular only also include the plural and vice versa where the contexts or enquires.
- 1.12 The titles of the Clauses shall not affect or alter the meaning of Clauses and are solely for the purpose of facilitating reference.
- 1.13 The following abbreviations shall be followed for the designations of various LIC Officers:

DESIGNATIONS

Executive Director (Engineering)
Zonal Manager
Chief Engineer
Chief Architect
Deputy Chief Architect
Deputy Chief Engineer
Superintending Engineer
Senior Architect
Executive Engineer
Deputy Senior Architect
Asst. Secretary

ABBREVIATIONS

E.D. (E)
Z.M.
C.E.
C.A.
D.C.A.
Dy.C.E.
S.E.
S.A.
E.E.
D.S.A.
A.S.

- 1.14 Wherever the words “approved”, “directed”, “as required”, “selected” or words of like effect are used, it is to be understood that the approval/direction, requirement or selection of the Corporation’s Engineer are intended unless otherwise specified.
- 1.15 The words “as described” shall mean the description in the Special Conditions, Specifications, General Instructions, Drawings etc. of this tender.
- 1.16 The words “allow” shall mean that the Contractor shall include in his rates for the particular matter referred to.
- 1.17 “Day Work” shall mean items of labour and/or materials which in the opinion of the Corporation’s Engineer are not capable of being valued by the accepted method of measurement and analysis.

2. SCOPE OF CONTRACT:

- 2.1 The Contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions and to the satisfaction of the Corporation’s Engineer. The Corporation’s Engineer may issue further drawings and/or written instructions, details, directions and explanation in regard to:
- The variation or modification of the Design, quality of works or the addition or omission or substitution of any work;
 - Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications;
 - There removal from the site of any materials brought there on by the Contractor and the substitution of any other material thereof;
 - There removal and/or re-execution of any work executed by the Contractor;
 - The dismissal from the work of any persons employed there upon;
 - The opening up for inspection of any work covered there upon;
 - The amending and making good of any defects under relevant Clause giving details of defects after completion.
- 2.2 The Contractor shall forth with comply with and duly execute all works comprised in such Instructions subject to the provisions of relevant specific conditions of the Contract. In the event of any dispute or difference of opinion the contractor shall refer the matter within 7 (seven) days of the issue of such instruction to the Chief Engineer whose decision shall be final & binding.

3. DISCREPANCIES:

- 3.1 If there are varying or conflicting provisions made in any one document forming part of Contract, the Chief Engineer shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 3.2 The several documents forming the Contract are to be taken as mutually explanatory of

one another, and the order of precedence shall be as follows;

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

3.3 In case of discrepancies between the Schedule of Quantities, the specifications and/or drawings the

Following order of precedence shall be observed

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

4. DRAWINGS AND SCHEDULE OF QUANTITIES:

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

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

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

5.1 Contractor shall provide everything necessary for the proper execution of the work according to the intent & meaning of the Drawings, Priced Schedule of Quantities and Specifications taken together, whether the same may or may not be explicitly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy there in he shall immediately and in writing refer the same to the CE whose decision shall be final and binding on the Contractor.

5.2 The Contractor shall supply, fix and maintain at his cost during the execution of any work all the necessary Centering, Scaffolding, Staging, Planking, Timbering, Strutting, Shoring, Pumping, Fencing, Boarding, Watching and Lighting by night as well as by day, required not only for the proper execution and protection of the said work but also for the protection of the Public and the safety of any adjacent Roads, Streets, Cellars, Vaults, Ovens, Pavements, Walls, Houses, Buildings and all other erections, matters or things and the Contractors shall take down and remove any or all such Centering, Scaffolding, Staging, Planking, Timbering, Strutting, Shoring, etc., as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the work to the satisfaction of the Corporation's Engineer.

6. AUTHORITIES, NOTICES AND PATENTS:

6.1 The Contractors shall conform to the provisions of any Acts of the Legislature relating to the work and to the Regulations and Bye-Laws of any Authority and or any Water, Lighting and other Companies and/or Authorities with whose system the structure is

proposed to be connected and shall before making any variations from the Drawings or Specifications that may be necessitated by so conforming give to the CE written notice specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. In case the Contractor shall not within 7 (seven) days receive such instructions, he shall proceed with the work conforming with the Provisions, Regulations or Bye-Laws in question.

- 6.2 In particular, the Contractors shall be responsible to Register themselves under the Contract Labour (Regulation & Abolition) Act 1970 and Rules there under and any amendment there to; They must comply with and carry out all the provisions and obligations under the said Act and Rules and furnish all information to Employer as may be required by it and shall indemnify the Employer against any penalties/claims arising from any default on their part.
- 6.3 The Contractor shall arrange to give all notices required by the said Acts, Regulations or Bye Laws to be given to any Authority and to pay to such Authority or to any Public Office all fees/costs that may be properly chargeable in respect of the work and lodge the receipts with the Employer.
- 6.4 The Contractors shall indemnify the Employer against all claims in respect of patent, rights, and shall defend all actions arising from such claims unless he has informed the Chief Engineer before any such infringement and received his permission to proceed and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
- 6.5 The Contractor should observe that his work shall not cause any nuisance to the Public in general and to the neighboring occupants in particular.
- 6.6 Should the Contractor desire to work on Sundays, Holidays and during night hours, permission in writing from the Corporation's Engineer must be obtained in time. It shall be the responsibility of the Contractor to obtain permission from Civil Authorities, if necessary.

7. **SETTING OUT WORK:**

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

8. **CONTRACTOR IMMEDIATELY TO REMOVE OFFENSIVE MATTER:**

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

9. **MATERIALS AND SAMPLES TO BE BEST:**

- 9.1 All the materials stores and equipment required for the full performance of the Contract must be provided through normal trade channels and must include **applicable import duties and all applicable taxes and other charges, if any.**

They shall be of approved quality and the best of their kind available and the Contractor

must be tirely responsible for the proper and efficient carrying out of the work. The Contractor shall order all materials required for the execution of the work from **local as well as from outside sources if situation warrants so** as early as necessary to the satisfaction of the Corporation's Engineer and to ensure that such materials are on site well ahead of requirement for use in the work. **Non-availability of materials in local market will not be an issue behind slow progress of work.**

- 9.2 Before ordering such materials, the Contractor shall get samples of the materials approved well in time. Preference shall be given to ISI marked products and approved brands of requisite quality as mentioned in the tender. For materials to be used if permitted which are neither approved brands nor ISI marked, the same shall be got tested from approved laboratories at the Contractor's cost before approval. Approved brand and ISI marked product will also be tested if desired by the CE and if the test results are satisfactory, the cost of testing shall be borne by the Employer otherwise by the Contractor. No claim will be allowed for delay to the progress of work caused by testing. If called upon by the Executive Engineer, the Contractor shall produce proof for having arranged for the supply of materials well in time.
10. The Contractor shall furnish well in time before work commences at his own cost, any samples of work man ship that may be called for by the Corporation's Engineer for his approval and any further samples in case of rejection until such sample sare approved. Such samples when approved shall be the minimum standard for the work to which they apply. In case of items like suspended ceiling, partitions, etc. typical sample panels or proto-types shall be erected in position for approval before undertaking work. Rates quoted shall cover for all such preliminary works.

11. ACCESS:

Any of the Corporation's Engineers or any persons authorized by the Employer/Chief Engineer shall at all reasonable time have free access to the work and/or the workshops, factories or

other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained and the Contractor shall give every facility to all of them necessary for inspection and examination and test of the materials and workman ship. 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.

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

- 12.1 The Contractor shall either himself supervise the execution of the contractor may appoint a Competent representative approved by the CE to act in his stead.
- 12.2 ~~Where the contractor is not a qualified Engineer or even if he is so qualified, he cannot in the opinion of C.E., give his full personal attention to the works, he shall at his own expense employ person(s) possessing the qualification and experience as described hereunder as his accredited representative to supervise the works and to receive instructions from Corporation's Engineers. Any directions, instructions or notices given by the Corporation's Engineer to such supervisor(s) shall be deemed to be given to the contractors.~~
- ~~a) FOR CIVIL WORKS COSTING UPTO Rs. 100 LAKHS : A qualified resident Engineer having a Government recognized Diploma in Civil Engineering and minimum of 2 years experience on building construction site.~~

- b) ~~FOR CIVIL WORKS COSTING MORE THAN Rs.100 LAKHS & UPTO Rs.200 LAKHS : A qualified resident Engineer having a Recognized 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.~~
- c) ~~FOR CIVIL WORKS COSTING MORE THAN Rs.200 LAKHS :-~~
- i) ~~A qualified resident Engineers 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 to above the contractor shall employ suitable number of supervisors, store 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 qualifications / experience at his discretion if so warranted by conditions prevailing and applicable to any particular work such as SOLAR 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.~~

13. DISMISSAL OF WORKMEN:

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

14. DATE OF WORK COMMENCEMENT AND COMPLETION:

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

15. ASSIGNMENT:

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

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

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

Employer for any error therein or variation there from.

- 16.2 The contractor may when authorized and shall when directed, in writing by the CE or the Corporation's Engineers, whom the CE may for that purpose appoint, add to, omit from, make alterations in, substitutions for, or vary the works shown upon the Drawings or described in Specifications or included in the priced Schedule of Quantities but the Contractor shall make no additions, omissions, alterations, substitutions or variations without such authorization or direction. A verbal authority or direction by the CE, if confirmed by the contractor in writing within 7 (seven) days, be deemed to have been given in writing.
- 16.3 The rates of such altered, additional or substituted works shall be determined in accordance with the following.
- 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 there in.
 - 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 un reasonable or inapplicable, the Chief Engineer shall fix another rate or price as in the circumstance he shall think reasonable and proper.
 - 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 there in.
 - 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 hand book and rates for labour and materials wherever applicable shall be the market rate prevailing at the time of execution.
 - Where such coefficients are not available in C.P.W.D. rate analysis, the actual Labour/Materials involved and recorded by the Executive Engineer in executing the items shall be considered.
 - Where extra work cannot be properly measured or valued, the Contractor shall be allowed "Day Work" prices at the net rates stated in the Tender or the Priced Schedule of Quantities or, if not so stated, then in accordance with the local "Day Work" rates and wages for the district, provided that in either case vouchers specifying the date and time (and if required by the EE the names of workmen employed) and materials incorporated be delivered for verification to the EE or his representative at or before the end of the week following that in which the work has been executed. The EE is not bound to recognize the cost of materials furnished in vouchers; the CE at his discretion will fix the price of such materials based upon market value.
 - While fixing rates of extra items 15% (Fifteen percent only) shall be allowed over & above the basic rate of material (without GST) T&P, Water Charges and labour to cover all supervision, overheads, profits and all other applicable taxes/cess. GST on works contract will be paid separately.

- h. Where the quantities of any item in the schedule exceeds by 100% in foundation and in plinth, and 50% in super-structure (above plinth), these extra quantities over 100% & 50% respectively will be treated as extra items of work and priced accordingly as above. [Items such as roads, pavements etc. shall be considered as below plinth]. The decision of CE for terming items below or above plinth is final & binding on the contractor.
- i. For all extra items of work, the contractor should submit to the concerned Corporation's Engineer the necessary particulars along with his analysis and the rate he proposes to claim for consideration within a period of 4 (four) weeks from the time of cropping up of any authorized extra / deviated item. He shall also ensure that all the authorized claims are included in the final bill. If the contractor fails to submit his claim within the stipulated period or the period duly extended by the Corporation's Engineer, then the CE shall proceed to fix the rate for the item(s) and the same shall be final and binding on the contractor.
- j. The Contractors 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.

17. SUB-CONTRACTORS:

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

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

- 18.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all damage to structural and/or decorative part of property which may arise from the operations or neglect of himself or of any Sub-contractor or any of his Sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of his Contract. This Clause shall be held to include inter-alia, any damage to Building, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges, or ways as well as all damage caused to the building, and the works forming the subject of this Contract by frost, rain, wind or other inclemency of the weather. The Contractor shall fully indemnify the Employer and hold

him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of all and any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

- 18.2 The Contractor shall fully indemnify the employer against any loss, damage or deterioration for whatever reason, of all materials brought at site and especially material supplied by or paid for partly or wholly by the employer.
- 18.3 The Contractor shall reinstate all damage and loss of every sort mentioned in this Clause so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of the third parties.
- 18.4 The Contractor shall fully indemnify the Employer against all claims which may be made against the Employer by any member of the Public or other third party in respect of anything which may arise in respect of the works or in consequence thereof.
- 18.5 The contractor shall at his own expense arrange to effect from the date of commencement & maintain till the date of virtual completion of contract, with any licensed general insurance company, a **POLICY OF INSURANCE (Contractor's all risk policy)** to cover all such risks detailed above viz. loss, damage & third party liability etc. The policy shall be a name as mentioned in Appendix to Condition of Contract and **in the joint names of the employer & contractor** and shall be deposited with the employer and renewed as required from time to time during the currency of the contract.
- 18.6 The Contractor shall also fully indemnify the Employer against all claims which may be made upon the Employer, whether under the **WORKMEN'S COMPENSATION ACT** or any other **STATUTE** in force during the currency of this Contract or at Common law in respect of any Employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain until the Virtual completion of the work, with "licensed General Insurance Company" a **POLICY OF INSURANCE** as mentioned in in Appendix to Condition of Contract in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the employer & renew the same as required from time to time during the currency of the Contract.
- 18.7 The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damage to any property arising out of or incidental to the negligence or defective carrying out of the Contract.
- 18.8 The amount of insurance to be taken for the above policies will be jointly decided between the contractor and the employer before issue of acceptance letter based on the tendered cost, nature of work, location of site, local hazards etc.
- 18.9 In default of the Contractor insuring as provided above, or having insured failing to renew the same as required the Employer on his behalf may 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.
- 18.10 The Contractor shall also fully indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings at law and also in respect of any award of compensation of damages arising there from.
- 18.11 The Employer shall be at liberty and is hereby empowered to deduct fully the amount of

any damages, compensation costs, charges and expenses arising or accruing any such claim of damage from any sum or sums due or to become due to the Contractor.

19. DELAY AND EXTENSION OF TIME:

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

- a) By force majeure,
- b) By reason of any exceptionally inclement weather,
- c) By reason of proceedings taken or threatened by, or disputes with, adjoining or neighboring owners, or public authorities,
- d) By the work, or delays, of other Contractors or Tradesmen engaged by the Employer,
- e) By reason of any additional work or instruction ordered by the employer,
- f) By reason of Civil Commotion, local commotion of work men 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 never the less use constantly his best endeavors to make good this delay.

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

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

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

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

19.6 No claim in respect of compensation or otherwise, how so ever arising, as a result of extension granted under the above conditions shall be admissible.

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

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

"The Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) with in 10 (Ten) days of Letter of intent and get it approved by the Chief Engineer, LIC of the Zone. The Milestone Chart shall be prepared as produced below in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of

the work and may be amended as necessary by agreement between the Chief Engineer, — LIC and the Contractor within the limitations of time stipulated in the Contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has to be agreed upon) complete as under-

Description of Milestone- (Physical Progress of work)	Time All owed in- days (from date of start)	Amount to be with- held in case of non achievement of mile stone.
Complete 1/8th of the work i.e. Excavation & Foundation works up to plinth/ stilt level.	Before 1/4th of the whole time allowed in the contract has elapsed i.e. Zero date+1/4 period.	1.5% of tendered value of work per month of delay to be computed on per day basis.
Complete 3/8th of the work i.e. RCC works & Brick Masonry works in addition to what is stated above.	Before one half of such time has elapsed i.e. Zero date+1/2 period.	1.5% of tendered value of work per month of delay to be computed on per day basis.
Complete 3/4th of the work i.e. Internal plaster including POP, External Plaster, Flooring including laying of electrical conduit, Junction Boxes, Terrace Water proofing, All internal electrical Installations including electrical panels, in addition to what is stated above.	Before 3/4th of such time has elapsed i.e. Zero date+3/4 period.	1.5% of tendered value of work per month of delay to be computed on per day basis.
Complete all the works i.e. Sanitary & Plumbing, Internal painting, External painting/ finishing like ACP panelling/structural glazing, Doors and windows, Lifts, Solar work, Elect. Substation, External drainage, Water connection, Rain water harvesting, Pavements, Lands capping, etc. / All completion, Commissioning and Handing Over.	On or before agreed Contract period i.e. Zero date + Total Period.	1.5% of tendered value of work per month of delay to be computed on per day basis.
Note: (1) The external works shall have to be completed parallelly.		

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

~~delay to be paid under this condition shall not exceed 10% of the tendered value of work”.~~

~~Compensation in the form of Penalty for delay of work @ 0.5% of tendered value of work per week of delay to be computed on per day basis subject to the maximum of 10% of contract sum.~~

~~The amount of compensation in the form of Penalty shall be adjusted or set-off against any sum payable to the Contractor under this or any other contract with LIC. In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document, or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld and to be adjusted against the compensation levied at the final grant of Extension of Time if needed. With holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be with held. However, no interest, what so ever, shall be payable on such with held amount.”~~

~~20.2—REWARD FOR EARLY COMPLETION~~

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

21. 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.

22. MEASUREMENT OF WORKS:

- 22.1 The EE may, from time to time, intimate the contractor that here quires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the EE or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. All items having a financial value shall be entered in the Measurement Book. All measurements and levels shall be taken jointly by the Contractor or his authorized representative and Site Engineer or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by both the parties into ken of their acceptance. If any of the measurements recorded are objected by any one of the party, a note shall be made to that effect with reason, signed by both parties and referred to Corporation's Engineer whose decision in the matter shall be final and binding. Measurements can also be recorded through electronic medium where specifically approved by Chief Engineer.

- 22.2 Should the contractor not attend or neglect or omit to send such representative, then the measurements taken by the EE or representative shall be taken to be correct measurements of the work. Wherever not specified in the "Schedule of Quantities or elsewhere" the mode of measurements shall be in accordance with the latest brochure issued by the Indian Standards Institutions (now renamed as Bureau of Indian Standards) on "Method of measurement of Building works".
- 22.3 The Contractor or his representative may, at the time of measurement, take such notes and measurements as she may require.
- 22.4 All authorized extra work. Omissions and all variations made without the Chief Engineer's knowledge, if subsequently sanctioned by him in writing, shall be included in such measurement.
- 22.5 If the contractor or his authorized 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 counter sign 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.
- 22.6 The Contractor shall, without any extra charge provide all assistance with every appliance, labour and other things necessary for taking measurements (either by him or by site Engineer) and recording levels including test checking of such measurements by any person authorised by the Employer.
- 22.7 All work shall be measured net as fixed in its place. All measurements of 'cutting' shall be held to include for the consequent wastage on the materials used.
- 22.8 Except where any general or detail description of the works expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items for which procedure is not covered in the specification, Measurement shall be taken in accordance with the relevant Standard Method of measurement issued by BIS and if for any item no such standard is available then a mutually agreed method shall be followed.
- 22.9 Measurements of all hidden/concealed items of work including extra items if any, such as, work in foundations including excavations, plinth filling, masonry, concrete etc. steel in all R.C.C. work, pipe to be encased etc. shall be jointly recorded by the contractor and Site Engineer or his authorized 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 authorized 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.

23. **PAYMENTS:**

- 23.1 The Contractor shall be paid by the Employer, from time to time, by installment under Interim Certificate to be issued by the Corporation's Engineer to the Contractor on account of the work executed, when in the opinion of the Corporation's Engineer, work to the approximate value named in the Appendix to the Conditions of Contract as "Value of work for Interim Certificate"

(or less at the reasonable discretion of the Corporation's Engineer) has been executed in accordance with this Contract, subject however to recoveries under this Contract. The Interim Certificate shall be based upon Interim Bills or Running Account Bills to be prepared by the Contractor and supported by the detailed measurements. The Corporation's Engineer may allow inclusion in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the work but not in corporate in it.

- 23.2 Provided always that the issue by the Corporation's Engineer of any Certificate during the progress of the works or after their completion shall not relieve the Contractor from his liability in cases of fraud, dishonesty or fraudulent concealment relating to the work or materials or any matter dealt with in the Certificate in case of all defects and insufficiencies in the work or materials which are as on able examination would not have disclosed. No Certificate of the Corporation's Engineer shall of itself be conclusive evidence that any work or materials to which it related are in accordance with the Contract;
- 23.3 Payment upon the Corporation's Engineer's Certificate shall be made within the periods named in the Appendix "Period for honoring Interim Certificate" after such a Certificate has been delivered to the Employer;
- 23.4 The CE shall have power to with hold any Certificate if the work or any parts thereof are not being carried out to his satisfaction. However, if the final certificate is not passed within the period as mentioned under clause No 22.5, 26 due to Audit Para by CTE etc. the amount involved for such items of deficient work as decided by Chief Engineer would be with held. The same would be allowed as agreed upon by CTE & the Chief Engineer and the final certificate would accordingly be issued and final bill passed. For such with held amount, a simple interest @ 6% per annum shall be paid to the Contractor along with the said payment. Such interest shall be calculated from the last date (as mentioned in Appendix to Condition of Contract) for honoring final certificate till the date of payment.
- 23.5 The measurements and valuation in respect of the Contract shall be completed within the "period of Final Measurement" stated in the Appendix to conditions of contract or if not so stated then within six months of the completion of the contract works as defined in Clause (26) hereof. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- 23.6 The final certificate shall be based on the submission of final measurements or overall measurements of the work (to be taken if so directed by Corporation's Engineer) with all relevant details similar to 22.1 above. The CE may direct the Contractor to re submit details if the same are found in complete to issue the final certificate and his decision to accept the details is final and binding on the Contractor.

Final Certificate shall be issued by the CE after the conditions are met with as per 22.4, 22.5,

22.6 and 26 and Contractor's submission of No Claim Certificate cum receipt as per the proforma given in Appendix to Condition of Contract.

24. SECURED ADVANCE AGAINST MATERIALS

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

shall be arrived at on the following basis:

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

OR

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

~~Which ever is lower.~~

- b) ~~Such advance payment made against materials shall be recovered from or adjusted from the interim bills as and when the materials are utilized in the work.~~

~~Examples of certain perishable materials on which no advance shall be paid are Sand, Paint, Bitumen, Hard Boards/Soft Boards and other paper products, Petroleum Products, Coal Tar, Insulating Boards etc.~~

- 24.2 In case of dispute, the decision of the Chief Engineer on whether advance payment can be made against specific material shall be final and binding.

25. 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 alien on these materials and plants.

26. 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 maybe 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 forth with 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.

27. VIRTUAL COMPLETION:

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

28. DEFECTS AFTER COMPLETION:

~~The defects, shrinkage, settlements or other faults, which may appear within "the Defects Liability Period, stated in the "Appendix to the Conditions of Contract" or if not stated then, within **60 (Sixty)** 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 not with standing the payment of any Certificate or the passing of any accounts.~~

29. PROVISIONAL SUMS, APPLICATION OF:

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

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

30. 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.

31. 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 there on 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 there in prescribed, the CE may proceed as provided in Clause No.31.

32. 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 Contractor or if the Contractor shall assign or sublet the Contract without the consent in writing of the CE first obtained or if the Contractor shall charge or encumber this Contract or any payment due or which may become due to the Contractor there under, or if the CE shall certify in writing that in his opinion the Contractor,

- a) has abandoned the Contract, or
- b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 7 (seven) days after receiving from the CE written notice to proceed, or
- c) has failed to proceed with work with such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, or
- d) has failed to complete the work within the stipulated date including 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 per for mall 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 Contract or to observe or perform the same, or
- g) has to the detriment of good workmanship or in defiance of the CE's instructions to the contrary sub-let any part of the Contract, then and in any of the said causes, the CE notwithstanding any previous waiver, after giving 7 (seven) days notice in writing to the Contractors, determine the Contract, but without thereby affecting the powers of the CE or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, his agents or servants, may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials, lying upon the premises or the adjoining lands or road and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractors or other person or persons to complete the work, and the Contractor shall not in any way interrupt or do any act, matter, or thing to prevent or hinder such other Contractor, other persons or person employed for completing and finishing or using the materials and plant for the work. When the work shall be completed or as soon thereafter as convenient, the CE shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 (Fourteen) days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The CE shall there after 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.

33. TERMINATION OF CONTRACT BY CONTRACTOR:

33.1 If payment of the amount payable by the Employer under any Certificate of the EE shall be in arrears as unpaid for 60 (sixty) days after notice in writing requiring payment of the amount with interest of aforesaid shall have been given by the Contractor to the Employer, or if the work be stopped for six months under order of the CE or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer payment for all the work executed and for any loss, he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

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

34. 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 what so ever 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 what so ever 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 there after 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 areas on able distance not exceeding 25 kms.
- c. If upon the determination of the Contract under this condition, the Contractor is of the opinion that he has suffered hardship by reason of the operation of these conditions, he may refer the circumstances with full details to the Chief Engineer, who on being satisfied that such hard ship exists or has existed, shall make such allowance ,if any as in his opinion is reasonable, and his decision shall be final, conclusive and binding. Only such of the above claims as are deemed reasonable and are supported by vouchers shall be admitted by CE

35. DISPUTES TO BE FINALLY DETERMINED BY CHIEF ENGINEER:

The Instructions, Decisions, Opinion, Direction, Certificate or Valuation of the CE with respect to all or any of the matters under Clause (2), (3), (5), (6), (9), (14), (15), (18), (23),(27), (30), (31) and (33) hereof (which matters are herein referred to as EXCEPTED MATTERS) shall be final and conclusive and binding on the parties

hereto and shall be without appeal. Any other Decision, Opinion, Direction, Certificate or Valuation of the CE or any refusal of the CE to give any of the same shall be subject to the right of Arbitration and review as given under Clause No.36.

SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:

- 35.1 Amount towards Security deposit shall be calculated as per details given under Serial No.7 of "APPENDIX TO CONDITIONS OF CONTRACT" in Part-II of the tender. Security Deposit can be either in Cash or in the form of Bank Guarantee. In case of cash option, the EMD shall be retained as part of Security Deposit and balance Security Deposit shall be accumulated through retentions from Running Account Bills at 7.5% (maximum) of gross amount of bill. In case of Bank Guarantee option, the Contractor shall furnish one Bank Guarantee for full amount of Security deposit valid till end of defects liability period OR, two Bank Guarantees of like amounts each equal to half the Security deposit; one valid till virtual completion and the other till end of defects liability period.
- 35.2 ~~Performance Guarantee under "Appendix to Conditions of Contract" shall be only in the form of Bank Guarantee valid up to DLP period.~~
- 35.3 The Bank Guarantee/s shall be from any Nationalized / Scheduled Bank approved by the Chief Engineer, which is located at the Zonal Office Headquarters of L.I.C within whose jurisdiction the work falls or at the place of work.
- 35.4 Bank Guarantee/s (BGs) against Security Deposit (SD) and Performance Guarantee (PG) shall be executed as per the specimen pro-forma at Annexure C and D respectively. BG against Security deposit shall be submitted within 21 (twenty one) days of issuance of letter of acceptance.
- 35.5 In case of failure by the contractor to furnish the Bank Guarantee against Performance Guarantee as per Cl.35.2 by the stipulated date or extended date if any, Employer shall without prejudice to any other right or remedy available in law, be at liberty to cancel the tender and forfeit the Earnest Money of Contractor absolutely.
- 35.6 50% of the Security Deposit (cash option) shall be refunded after the certificate of virtual completion is issued to the contractor & provided that the employer has no claim for forfeiture of part or whole of the said deposit.
- 35.7 Balance 50% of Security deposit will be refunded to the contractor after the satisfactory completion of the defects liability period, subject to deductions for any appropriations thereof required to be made by the employer as per the conditions of contract.
- 35.8 If one Bank Guarantee in lieu of total Security Deposit is furnished, the same will be released only after the successful completion of Defects Liability period subject to any appropriations as aforesaid.
- 35.9 If two Bank Guarantees in lieu of Security deposit are furnished, the First Bank Guarantee will be released after the certificate of Virtual completion is issued to the contractor and second shall be released after the satisfactory completion of Defects Liability Period subject to any appropriations as aforesaid.
- 35.10 ~~Bank Guarantees towards Performance Guarantees (where applicable) shall be released after the virtual completion is issued.~~
- 35.11 Contractor shall keep the Security Deposit and Performance Guarantee, where applicable, replenished to its full value whenever any recovery or appropriation there from occurs. The employer reserves the right to do so from any money(s) due to the contractor lying with them.
- 35.12 The Contractor should note that no interest will be allowed on any part of the Security deposit.
- 35.13 No deductions will be effected from the bills when the total security deposit is paid in the form of Bank Guarantee(s) and the E.M.D shall be refunded after acceptance of Bank Guarantee(s).
- 35.14 In the event of failure by the contractor to submit Bank Guarantee(s) by the specified / extended date, recovery of Security deposit shall be effected from the R.A Bills.

However, where the contractor fails to furnish Bank Guarantee against Performance Guarantee the matter shall be dealt with as per Cl. 35.5 above.

- 35.15 In all cases of Bank Guarantees, there shall be further provision of claim period of 6 months. If the contract period gets extended for any reason whatsoever, the contractor shall obtain the required extensions to the Bank Guarantee(s).

SETTLEMENT OF DISPUTES, ARBITRATION

- 36.1 All Disputes and Differences of any kind whatsoever arising out of or in connection with the Contract or the carrying out the work (whether during the progress of the work or after its completion and whether before or after determination, abandonment or breach of contract) shall be referred to a Standing Committee consisting of 1 Retired High Court Judge and 2 Members from Engineering fraternity retiring as senior Engineer from Government / Government Undertaking. The Committee will be constituted by the Chairman, LIC of India.
- 36.2 The claims arising out of the Contract will be placed before the Committee once in a quarter and decision will be conveyed to both the contractually agreed parties.
- 36.3 Either of the Party on being dis-satisfied with the decision may approach to a Three Member Arbitral Tribunal, one each will be appointed by Either Party and 2 appointed Arbitrators will appoint 3rd Arbitrator who will act as the Presiding Arbitrator.
- 36.4 Executive Director (Engg.) will appoint Arbitrator on behalf of L.I.C. of India. The Arbitration shall be conducted in accordance with Arbitration And Reconciliation Act 1996 as amended by the Arbitration and Reconciliation (Amendment) Act 2015 (3 of 2016) and any other amendment thereafter if any.
- 36.5 The Contractually Agreed Parties hereby also agree that the Arbitration under this Clause shall be a Condition Precedent to any Right of Action in Law of Court under the Contract.

GENERAL INSTRUCTIONS TO CONTRACTORS WORK

1. DRAWINGS:

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

2. INSPECTION OF SITE:

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

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

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

4. TIME AND PROGRESS :

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

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

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

5. BENCHES:

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

6. DRAWINGS ON SITE:

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

7. ORDER OF WORK:

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CHIEF ENGINEER

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

8. **WORK MAN SHIP:**

The Work calls for a high standard of work man ship combined with speed.

9. **REJECTED WORK MAN SHIP OR MATERIALS:**

Any workmanship, or materials not complying with the specific requirements or approved samples, or which have been damaged, contaminated or deteriorated, must be removed immediately from the

Site and replaced at the Contractor's expense as directed.

10. **QUOTED RATES:**

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

11. **WATCHING AND LIGHTING:**

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

12. **WATER:**

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

The Contractors must execute any temporary plumbing and pay all fees and charges. All health regulations in force shall be strictly observed by the Contractor and pay all necessary charges.

13. **ELECTRICITY:**

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

14. **OFFICE ROOM FOR CORPORATION ENGINEERS ON SITE:**

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

~~The contractor shall provide one personal computers to each of Corporation Engineer/s posted to site along with Internet connection and software required for execution of work.~~

15. **OFFICE ACCOMMODATION FOR CONTRACTOR'S STAFF:**

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

16. SECURITY AND PROTECTION:

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

17. SANITATION:

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

18. MINIMUM WAGES ACT:

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

19. SHEDS FOR MATERIALS:

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

20. TEMPORARY ROADS:

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

21. OBJECTS OF VALUE AND ANTIQUITY FOUND ON SITE:

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

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

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

23. USEFUL EXCAVATED MATERIALS:

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

24. SIGN BOARD AND HOARDINGS:

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

25. SCIENTIFIC AND MEASURING INSTRUMENTS:

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

26. TOOLS FOR MASONS:

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

27. CONTRACTOR'S MISTRIES AND SUPERVISORS:

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

28. NO OVER LOADING OF SLABS:

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

29. ALTERNATIVE ITEMS:

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

30. **ATTENDANCE ON SUB-CONTRACTORS:**

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

31. **OCCUPATION BY EMPLOYER:**

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

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

- 32.1 The Contractors shall be responsible to pay all statutory levies imposed by the State and Central Government. However the rates quoted in the tender shall allow for All **but excluding GST**. No reimbursement what so ever shall be made to the contractors on account of any taxes or duties or increase in the taxes/duties by act of any legislation **except GST which will be paid separately along with bill payment as per applicable rate of GST at the time of bill.**

The rates quoted are inclusive of all taxes, transportation charges, loading and un loading at all points, trans it insurance and other incidentals charges **but excluding GST**.

- 32.2 Deduction at source of Income Tax and any other statutory deductions shall be made by LIC of India as per the provisions prevailing from time to time from the Running Account or Final Bills and remitted to the concerned Taxation Authorities/State Government on behalf of the contractor.

PROFORMA OF 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..... here in after 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 (here in after called "**The Contractor**") of the other part.

WHERE AS 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 here to.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions and instructions set forth herein (here in after 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 amounting to the contract sum of Rs..... here in after referred to as "**the said contract Amount**".

NOW IT IS HERE BY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and described in the Specifications and/or the priced Schedule of Quantities.
2. The Employer shall pay the contractor the said Contract Amount or such other sum as shall become payable for the items and in the manner here in after 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 here to shall respectively abide by and submit themselves to the conditions and perform the Agreement in their part respectively in such conditions contained.
4. All disputes arising out of or in any way concerned with this Agreement shall be deemed to have arisen in____and only the Courts in_____shall have jurisdiction to determine the same.
5. The contract comprises:-
 - i) Tender Documents Serial Pages.....
 - ii) Sub sequent 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.....

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CHIEF ENGINEER



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

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

In the presence of

CHIEFENGINEER

1. Signature :.....

FORANDONBEHALF OF
THELIFEINSURANCECORPOR
ATION
OFINDIA

Name :.....

Address :.....

Date :.....

.....

2. Signature :.....

Name :.....

Address:.....

In the presence of.....

1. Signature:.....

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

Name :.....

Address:.....

Date:.....

.....

2. Signature:.....

Name :.....

Address:.....

.....

CONTRACTOR

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CHIEF ENGINEER

Annexure-B

FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

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

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

..... do hereby undertake to indemnify and keep in demnified the Employer to the extent of Rs against any loss or damage caused to or suffered

By the Employer by reason of any breach by the said Contractor of any of the terms and conditions contained in the said agreement.

1. We, the said Bank further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach of breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account there of and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amount, of loss, damage, costs, charges and expenses caused to or suffered by or that may becaused to or suffered by the Corporation from time to time shall be final and binding on us.

2. The corporation shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee or Indemnity from time to time to vary any of the CONTRACTOR terms and conditions of the said contractor 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 for bear fromen forcing any of the terms and conditions governing the said contract, or securities available to the Corporation and the said Bank shall not bereleased from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters afore said or by reason of time being given to the said Contractor or any other for-bearance, actor omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever, which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

3. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and Guarantee and indemnity herein Contained shall be enforceable against the said bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized;

4. Not with standing anything in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs.__(Rupees____ only) plus interest, costs, etc., The Guarantee and indemnity shall remain in force till_.If any extension of time be granted to the Contractor, we undertake to extend the guarantee and

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CHIEF ENGINEER



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

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

Not with standing anything contained in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs. _____ (Rupees _____ Only). The Guarantee shall remain in force till _____. Unless a claim or demand under this Guarantee is made or presented to the Bank within three months from the expiry date, all the rights of the Corporation under this guarantee shall cease and the Bank shall be released and discharged from the liability here under.

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 here under.

For and on behalf of the Bank

(Name and Designation)

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

(Name and Designation)

Date:

NOTE:

(*)FOR COMPANIES

M/s./Shri _____ a company under the companies Act 1956 and having its registered office at _____ in the _____ State of _____ (here in after called "the said Contractor" which expression shall unless the context requires otherwise include its success or sand assignees.

ANNEXURE-‘C’

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 _____ (here in after 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 _____ □ _____

(here in after called the said Contractor) and the Corporation in connection with

_____ (Here in after 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

_____ (here in after referred to as **‘the said Bank’**) and having our office at _____ do here by

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 to extend time of performance by the said contractor, or to postpone for anytime 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, not with standing 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 out standing or unrealized.

5. Not with standing anything contained in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs. _____ (Rupees _____ only). The guarantee shall remain in force till _____. 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 here under.

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 here under.

For and on behalf of the
Bank (Name and
Designation)
The above Guarantee is accepted by the

LIFE INSURANCE CORPORATION OF INDIA.
For and on behalf of the LIC of
India (Name and Designation)
Dated:



Note No.1 □: FILL IN AS APPLICABLE

A) For Proprietary concerns:-

Shri _____ son of _____ resident of _____
_____ carrying on business under the name and style of _____
_____ at _____ (here in after 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 _____
_____ (here in after 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 _____ (here in after called '**the said contractor**' which expression shall unless the context requires otherwise include its success or sand assignees).

Note No.2:

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

ANNEXURE-‘D’

LIFE INSURANCE CORPORATION OF INDIA
(Refer Clause No.35 of Conditions of Contract)

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 _____ (here in
after 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 _____

(here in after called the said Contractor) and the Corporation in connection
with

_____ (here in after called ‘**the said contract**’) to accept a
Deed of

Guarantee and Indemnity as here in 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 _____ (here in
after

Referred to as ‘**the said Bank**’) and having our office at _____ d
o

Here by 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 afore said.

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

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

5. Notwithstanding anything contained in any of the foregoing clauses the liability of the Bank under this Guarantee shall not exceed Rs. _____
(Rupees

_____ only). The guarantee shall remain in force till _____. If any extension of time be granted to the contractor, we undertake to extend the guarantee with the consent of the contractor. Unless a claim or demand under this guarantee is made or presented to the Bank within six months from the expiry date, all the rights of the Corporation under this Guarantee shall cease and the Bank shall be released and discharged from all liability here under.

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 here under.

For and on behalf
of the

Bank (Name and
Designation)

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

For and on behalf of
the LIC of India (Name
and Designation)

Dated:

Note No. 1: FILL IN AS APPLICABLE

A) For Proprietary concerns:-

Shri _____

_____ carrying on business under the name and style of

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_____ 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

_____ (here in after 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 _____ (here in after called '**the said contractor**' which expression shall unless the context requires otherwise include its successors and assignees).
 Note No. 2: ☐ ☐ **Please fill in the name and address of Bank.**

APPENDIX TO THE CONDITIONS OF CONTRACT

NAME OF WORK E- TENDER FOR HIRING & OPERATION OF 750 KVA SOUNDLESS / NOISELESS DG SET WITH ACOUSTIC ENCLOSURE ON RENTAL BASIS AT DATA CENTER, VILE PARLE, MUMBAI.

ESTIMATED COST: Rs.18.90 LAKH /ANNUM (Excluding GST)

EARNEST MONEY DEPOSIT: Rs.37,900.00 (Rupees Thirty Seven thousand and Nine hundred only)

Sl. No.		Description	Remarks
1		Date of commencement	1.Either 21(twenty one)days from the date of acceptance letter issued to the contractor OR 2.The day on which contractor is instructed to take possession of the site, whichever is earlier
2		Time limit for installation of DG Set	45 days from the date of commencement as per the work order.
3		Liquidated damages for the delay	0.5% of the accepted tender Amount per week of delay subject to Maximum of 10% of the accepted tender Amount/ contract sum.
4		Period of final measurement	60(Sixty)days from the date of Completion of contract
5		Period of honoring interim certificate	20(twenty)days
6		Period of honoring final certificate	90 days from the date of submission of final bill with details.
7	Clause no 35.1 of General Instructions	a)Security Deposit	The Security Deposit shall be 5% of the estimated annual rent.

NO CLAIM CERTIFICATE CUM RECEIPT

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

Contractor

(Signature of Contractor on Revenue stamp)

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CHIEF ENGINEER

TECHNICAL SPECIFICATION

LIC of India, Western Zonal Office, 1 St. Floor, “Yogakshema”, Nariman Point, Mumbai intends to hire on rental basis 1 no. **750 KVA** D.G. set of reputed make (**as mention in BOQ**) alternator suitable to generate 3 phase 415 volts , 50 Hz at 1500 rpm complete in all respects with acoustic enclosure confirming to the norms of pollution control board , on hire basis all inclusive , for its operation in case of interruption of normal power supply to the office including low voltage and fluctuation, breakdown of BEST power supply if any, **ON 24 X 7** Basis including Sunday & holidays. Offers are invited on percentage rate basis only from eligible Firms / Agency under three bid (Technical & Financial Bid) system as per Pre Qualification criteria for D.G. set on hire basis in any Government / Public sector undertaking including its operation and maintenance all inclusive complete in all respects. The firm / agency must have satisfactory experience at least of three years in respective field. The prospective bidders meeting the above requirements are requested to submit their offer in three parts namely Part – I (Pre qualification Bid), Part - II (Technical & EMD Bid) and Part – III (Financial Bid). The tender documents can be downloaded from www.tenderwizard.com/LIC. The last date for submission of filled in offers is **17.06.2025 up to 23:59 Hrs.** **The Bids shall be submitted along with EMD of Rs.37,900/- and non refundable tender cost of Rs.590/- by Demand Draft / Pay Order in favour “ Life Insurance Corporation of India” payable at Mumbai**. The “Technical Bid” will be opened on **18.06.2025 at 15.30 hrs** by the tender opening committee in the presence of bidders or their authorized representatives willing to participate. For complete details and bid documents please log on to www.tenderwizard.com/LIC or www.licindia.com and go to tenders and click on the link “ **E-Tender for Hiring & Operation of 750 KVA soundless / noiseless DG set in Acoustic enclosure on rental basis at Data Center, Vile Parle, Mumbai**”.

Agency / Firms fulfilling the PRE-Qualification criteria will be eligible for participating in the bid.

The works must be of similar nature involving complete works such as Required civil works , installation of D.G. Set , earthing work , integration with existing electric distribution system , electrical cabling works of public sector undertakings / institutions (Govt. / Semi – sponsored Institutes / Reputed MNCs / Organizations).

1. The firm should submit their GST certificate along with the bid.
2. Income Tax return for last three years. Agency / Firm should submit the Income Tax clearance certificates along with bid.
3. Trade License certificate and Professional License No.
4. Valid registration certificate from CPWD / PWD / MES / Railways / Govt. / Semi Govt. Organizations or any other private Organization of repute.

5. List of organizations where D.G. Sets is installed on hire basis in last seven years with supporting documents such as work order / Letter of Intent.
6. Performance certificate of best two works of similar nature issued by the respective Officer of the Department. / Company along with Name, Designation and Department to be submitted.

Supporting documents in regard to the above mentioned points should be attached along with “Technical Bid”. Financial Bid of only those parties shall be opened who qualify in “Technical Bid”.

No Brokers / Intermediaries shall be entertained. LIC of India reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Chief Engineer

Annexure - I

LIFE INSURANCE CORPORATION OF INDIA
Engg. Department , Western Zonal Office , 1 St. Floor , “Yogakshema” , Nariman Point ,
Mumbai

TENDER SCHEDULE

SI No	Description	
1	Name of work :	E-TENDER FOR HIRING & OPERATION OF 750 KVA SOUNDLESS / NOISELESS DG SET WITH ACOUSTIC ENCLOSURE ON RENTAL BASIS AT DATA CENTER, VILE PARLE, MUMBAI.
2	Estimated rent per month	Rs. 1,56,505.00 (Annual rental charges= Rs.1,56,505.00 x12 = Rs.18,78,060.00)
3	Cost of tender document	Rs. 590/- (Rupees Five Hundred and Ninety only)- Non-refundable.
4	Earnest Money Deposit	37,900.00 (Rupees Thirty seven Thousand and nine Hundred Only)
5	Date of downloading of tender document	Can be downloaded from E-tender website from 17.01 hrs of 29.05.2025 to 23:59 hrs of 17.06.2025.
6	Last Date & Time of receiving / submission of e-tender document.	On 17.06.2025 up to 23:59 Hrs.
7	Date & Time of opening of Technical Bids	On 18.06.2025 at 15:30 Hrs.
8	Date & Time of opening of Price Bids.	Shall be intimated later on.
9	Time Limit for installation of the D.G. Set	45 (Forty five) days from the date of acceptance letter.
10	Contract period	05 years (Initial) - Extendable as per mutual agreement.
11	Security Deposit	5 % of the estimated annual rent.
12	Notice period for Termination of contract.	03 (Three) months on either side.
13	Validity of tender	45 (Forty five) days from the date of opening of Technical Bid.

Annexure – II

LIFE INSURANCE CORPORATION OF INDIA
Engg. Department , Western Zonal Office , 1 St. Floor , “Yogakshema”, Nariman Point ,
Mumbai

INSTRUCTIONS TO BIDDERS

1. The tender forms can be downloaded from 17.01 hrs of 29.05.2025 to 23:59 hrs of 17.06.2025.
1. The last date for online submission of filled in e- tenders (All Three Bids including price bids) is 17.06.2025 up to 23:59 hrs. Tenders shall be accompanied with tender cost of Rs. 590/- (Rupees Five Hundred and Ninety only) by Demand Draft / Pay order (Non refundable) in favour of “ Life Insurance Corporation of India” payable at Mumbai. The offers received after the last date and time mentioned above will not be considered.
2. The Authority’s address is given below :
**Engg. Department , Western Zonal Office , 1st Floor , “Yogakshema”, Nariman Point ,
Mumbai -400021**
3. The technical bid will be opened by the “Tender Opening Committee” on 18.06.2025 at 15.30 hrs in the presence of bidders or their authorized representatives if they are willing to attend. After scrutiny of the technical bids, the date of opening of financial bids will be intimated to those bidders whose offers are found suitable.
4. The tender form consists of the following documents. i.e.,
 - a. PART –I (Prequalification BID)
 - b. PART –II (Technical & EMD BID)
 - c. PART –III (Financial BID)
5. The price bid shall contain only financial details i.e., rate and other financial implications.
6. **EMD of Rs.37,900.00 (Rupees Thirty seven Thousand and Nine Hundred only) in the form of Demand Draft / Pay Order in favour of “ Life Insurance Corporation of India” payable at Mumbai and the cost of tender fee of Rs. 590/- only (Rupees Five Hundred and Ninety Only), the Miscellaneous Receipt of the tender fee deposited or D.D or Pay Order shall be submitted in sealed cover **super scribing as “Earnest Money Deposit” for SITC of 750 KVA soundless / noiseless Diesel Generator set (D.G. Set) in Acoustic enclosure on hire basis at Data Centre, Vile Parle. Please note that no interest is payable on the EMDs.****
7. **The non refundable tender fee of Rs.590/- (Rupees Five Hundred and Ninety Only) shall be remitted in the form of Demand draft / Pay order drawn in favour of “Life Insurance Corporation of India” payable at Mumbai”.**
8. **Refund of EMD:** - EMD shall be refunded as under :

- a. (i) EMD of Non Eligible Firms / Agencies shall be refunded within 30 (Thirty) days from the date of opening of Technical Bid.
- b. (ii) EMD of all unsuccessful Firms / Agencies shall be refunded within 30 (Thirty) days after awarding the contract to the successful bidder. EMD of lowest bidder shall be refunded separately or adjusted along with the Security Deposit.
- c.(iv) In case the lowest Firm / Agency refused to install the D.G. Set after issue of acceptance letter , a notice shall be served to them by giving 30 (Thirty) days time failing which their EMD amount lying / retained with us shall be forfeited without any further correspondence.

Chief Engineer is the competent authority to refund / forfeit the EMD amount.

The following documents should be uploaded along with the Technical Bid (Part –I)

- Trade License Certificate.
- Professional License No.
- Goods and Service Tax (GST) Registration Certificate.
- List of clients with D.G. Set supplied on hire basis with date and location of installation during last three years.
- List of current contracts with capacity of D.G.sets.
- Attested copies of work order.
- Performance certificate issued by clients during last three years.
- Income Tax return for the last four years.
- Certified copy of average annual turnover of the firm / agency.
- PAN Card.

- d. **If any of the above documents are not uploaded along with the offer (i.e. Technical Bid) by the Firms / Agency such firms shall be declared as Non Bonafide / Non Eligible and their Financial Bid will not be opened.**

9. All the pages of the tender documents are to be signed by the authorized signatory of the Tenderer. Any over writing or use of white ink is to be duly initialed by the Tenderer.
 - a. The Corporation reserves the right to reject the incomplete bids and bids lacking in details and without signatures.
10. Tenderer should note that their tenders should remain open for consideration for a Minimum period of 45 (Forty five) days from the date of opening of “Technical Bids”.
11. Separate tender forms are to be submitted in case more than one tender is offered.
12. If any of the dates mentioned above happens to be a holiday, the transaction will be made on the next working day.
13. Issue of tender document does not mean that the Firm / Agency is considered qualified.
14. The Tender Inviting Authority reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof.
15. The tender inviting authority does not bind to accept the lowest tender.

Place :

Chief Engineer

Date :

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CHIEF ENGINEER

Annexure – III

Sub: E- Tender for Hiring & Operation of 750 KVA soundless / noiseless DG set in Acoustic enclosure on rental basis at Data Center, Vile Parle, Mumbai.

=====

This tender consists of two parts, viz., Technical Bid including Instructions to Bidder, Terms and conditions and Financial Bid. Separate Technical and Financial bids are to be submitted for each proposal. The Technical Bid, Financial Bid shall be uploaded in the E-tender website and the tender cost and Earnest Money Deposit (EMD) should be sealed in envelopes and submitted to LIC of India, Super scribing as EMD and Tender document fees for “E- Tender for Hiring & operation of 750 KVA soundless / noiseless DG set in Acoustic enclosure on rental basis at Data Center, Vile Parle, Mumbai.” will be opened on 18.06.2025 at 15.30 Hrs.

GENERAL TERMS & CONDITION

The scope of services and terms & conditions for hiring the D.G. Set is as under:

1. The terms and conditions along with the instructions will form part of the tender to be submitted by the Tenderer online in the webpage given by LIC of India, herein termed as Corporation.
2. All Firms / Agency are requested to submit the online tender documents (Technical Bid and Price Bid) duly filled in with the relevant documents / information online.
3. All columns of the tender documents must be duly filled in and no column should be kept blank. All the required pages of the tender documents uploaded are to be signed by the authorized signatory of the tenderer. Any over writing or use of white ink is to be duly initialed by the tenderer. The Corporation reserves the right to reject the incomplete bids and bids lacking in details and without signatures.
4. The offer should remain valid at least for a period of 45 (Forty five) days to be reckoned from the date of opening of “ Technical Bid”.
5. There should not be any deviation in terms and conditions as have been stipulated in the tender documents. However, in the event of imposition of any other condition, which may lead to a deviation with respect to the terms and conditions as mentioned in the tender document, the vendor is required to attach a separate sheet marking “list of deviations”.
6. The Technical bids will be opened on (Date & Time) in the presence of tenderers at our above office. All tenderers are advised in their own interest to be present on that date, at the specified time. Canvassing in any form will disqualify the tenderer.

7. Income-Tax and any other Statutory taxes and Statutory clearances shall be obtained by the vendors at their own cost
8. In case the space in the tender document is found insufficient, the bidder may use separate sheets to provide full information. The payments to the vendor shall be made through NEFT mode only. NEFT particulars along with required enclosures shall be submitted as per the proforma in the e-tender.
10. The Price bid will be opened only if at least two Technical Bids are found suitable. In any case single Price Bid shall not be opened.
11. Rates are to be quoted for running the D.G. Set monthly including rental charges for desired rating of D.G. Set complete with all accessories on hire basis.
12. The operator provided by the supplier, should possess the requisite & valid electrical License, for running D.G. Set.
13. All cost for maintenance and servicing of the generator including the cost of spare parts and periodical replacement of Mobil oil are to be borne by the D.G. set contractor.
14. The D.G. Sets should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of rated output of generator capacity.
15. The permission of statutory authorities towards installation of D.G. Set will be obtained by the supplier of D.G. Set at their cost.
16. The arrangements for providing accessories like cables, change-over switches etc., if required, will be made by the contractor at their own cost.
17. The arrangements for providing exhaust pipeline of the D.G. Set, as per requirement & specification of Statutory Authorities, will be made by the contractor at their own cost.
18. Mending of any damage caused to the LIC property during loading, unloading of the D.G. Set in LIC premises at the time of installation or taking out D.G set from LIC premises will be done by the contractor to original finish, at their cost.
19. The successful bidder should install and commission the D.G. Set in LIC premises within 45 (Forty five) days from the date of awarding the contract.
20. Electricity Duty, if any, payable to the State Govt., depending on running hours of the D.G. Set shall be borne by the contractor. Installation of the energy meter with its calibration and registration with the Statutory Authority shall be done by the contractor at their cost.
21. The contract shall remain in force initially for a period of five years from the date of installation and satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever by serving three calendar months notice on either side. Also LIC of India can terminate the contract by serving three calendar months notice if the service

- of DG set is not required. The contract may be renewed for further period at mutually agreed rates / charges and keeping other terms & conditions unchanged, depending on satisfactory services rendered by the generator supplier and requirement of the office.
22. In case of any major break-down of D.G. Sets requiring repairing time for more than one day, an alternative interim arrangement will be made by the generator provider immediately by providing a substitute generator of adequate capacity at no extra cost. or non-functioning of the D.G. Set or in the event of failure on the part of the generator supplier to provide an alternative interim generator of adequate capacity, within one day during power failure / load shedding, penalty deduction shall be made based on OT rate for running of DG set beyond normal hours and if the same is not restored within 24 hours, corporation will be free to hire another DG set from the market at the risk and cost of contractor limited to double the amount quoted by the contractor.
 23. **Tenders should be submitted along with the requisite Earnest Money Deposit amount in the prescribed mode. Tenders submitted without Earnest Money Deposit will be summarily rejected. The Earnest Money will not bear any interest.**
 24. The successful bidder will also have to remit performance Security Deposit by DD / Pay Order / Banker's Cheque for an amount equal to 5 % of estimated tender amount of a year within 15 days from the date of issue of acceptance letter. Work order for commencement of the work will be issued separately within seven days after the contractor remit the requisite performance Security Deposit. If the successful bidder agrees to convert the EMD amount to Security Deposit , in that case the contractor shall has to deposit an amount equal to 5% of estimated tender amount of a year less EMD amount deposited along with the tender within 15 days from the date of issue of acceptance letter. Please note that the Security Deposit will not bear any interest and the same will be refunded to the contractor within 45 (Forty five) days after the closure of the contract.
 25. The successful bidder will have to execute an Agreement with the LIC of India, on Non - judicial stamp paper of requisite value and as per the draft of Agreement to be provided by the LIC of India, within 14 (Fourteen) days from the date of issue of work order for commencement of the work. No payment will be made until the Agreement is executed. Please note that necessary instructions for payment will be issued to concerned Office only after execution of agreement.
 26. In case the successful bidder remit the full amount of Security Deposit (i.e. 5 % of estimated annual rent of a year by DD / Pay Order / Banker's Cheque) in that case their EMD amount will be refunded after execution of the Agreement .

27. The deployment of operator for running the generator should comply with the Labour Legislation Act and Minimum wage Act of Govt. of India and the State Govt.
28. The contractor will have to remove the D.G. Set from the LIC premises within 07 (Seven) days from the date of termination or closure of the contract at their cost , else demurrage charges @ 1000/- (Rupees One thousand only) per day will be levied by the LIC of India, on the contractor. The D.G. set shall have to be run in the event of load shedding / power cut / breakdown / single phasing / erratic power supply from supply Co. on all working days.
29. Working hours shall be on all days on 24x 7 Basis.
30. Please note that D G set shall comprise Diesel Engine make (**As mentioned in BOQ**) coupled with Alternator make(**as mentioned in BOQ**) O.E.Ms will only be accepted. The approval of make of Engine, Alternator & Enclosure must be obtained well before procurement. If the tenderer wishes to procure the D.G. Set other than approved make, they must submit the proposal along with copy of certification as mentioned & obtain approval of Chief Engineer well before procurement of D.G. Set. If at any stage it is found that DG set provided is not of our approved make, LIC reserves the right to ask the contractor to remove the DG set & provide new DG set as per approved makes.
31. The successful tenderer has to submit copies of invoices after procurement of D.G. Set. The name, address & phone no. of service centre shall also be mentioned.
32. Hiring charges shall be payable from the date of commissioning / date of energizing the electrical installation.
33. The quoted rate for running the D.G set on monthly hire basis shall be inclusive of cost of DG set installation, operation (including operator) , lubricant, maintenance, tools, security etc. complete required for D G set operation. The cost of diesel is included in items for running charges and is payable as per tender rates quoted in the schedule as mentioned in price bid. Please note that any variation (Increases / Decreases) in the price of diesel will be considered for payment / recovery as per the Govt. notification issued for diesel price.
34. **Price adjustment for the cost of running of DG set due to variation in diesel price-** Price adjustment shall be done on the basis of actual consumption of diesel for operation of DG in a given period. For adjustment on account of price variation in diesel price, quantity of diesel consumed shall be determined on the basis of standard fuel consumption chart on different percentage of load, supplied by the standard DG set manufacturer (As mentioned in BOQ.). The formula for diesel consumption shall be as below:-

Price Escalation

Basic Price of diesel:

Basic Price of Diesel (HSD) = **Rs. 90.03 Per liter.**

Source of basic price: - Hindusthan Petroleum, Bharat Petroleum, Indian Oil Corporation Ltd., outlets in Mumbai.

Contractor's quoted rates shall be based on the BASIC PRICE of diesel at the service station outlet.

Price Fluctuation/ Variation:-

Rates quoted by the contractor shall be firm throughout the currency of contract. No price adjustment due to variation in cost of materials or labour or any variation under any State or Central or any other reason whatsoever shall be allowed, except cost of diesel (as stated in relevant clause below with regard to variation in price on diesel).

Diesel: Price variation:-

1. The clause is applicable on Sr.No.2 &3 of schedule quantity and calculated as per following formula:-

Basic Price of Diesel at the time of tender: BP= Rs. 90.03 per liter.

Price of Diesel on variation (price in billing month) : VP

Standard Consumption of DG Set (at 75% full load for load run and 10% full load for test run or actual consumption of diesel whichever is less) : SC

Price adjustment on Diesel per hour = (VP-BP)x SC

2. For making adjustment of payment, the contractor shall submit all the copies of the vouchers of the payment made for price verification and shall produce their original vouchers for verification along with the claim bills, submitted separately.
3. Price adjustment on diesel shall be paid/ recovered only for the quantity as per theoretical/ actual consumption (whichever is less) of diesel worked out on standard/ wastage beyond standard consumption chart for the purpose of price variation.
4. The following D.G. fuel consumption shall be considered for price variation:-

750 KVA at 10% load= 11.09 liters/ hour

750 KVA at 75% of full load or actual whichever is less = 129.00 liters/ hour.

35. **A Log book shall be maintained for recording the daily running of DG set including over time which should be signed by authorized representative of LIC.**

36. The rate quoted shall be in **FIGURES & WORDS** both. **Please note that quoted rates shall be inclusive of all prevailing taxes except GST on engineering work contracts. The applicable amount of GST on Engineering work contracts at the time of billing will be considered and the same shall be mentioned in the bills. All statutory deductions as applicable as per Government rules will be deducted from the bills.**
37. Bill shall be submitted in triplicate in the first week of the following month along with the Xerox copy of Logbook and original Log Book for certification and settlement of the bill. The payment will be made after deducting the Income Tax and any other statutory deductions at source as per the rules from the running bills. **No payment will be made until the Agreement is executed.**
38. If required Tenderer has to submit necessary approval from pollution control board / Directorate of electrical safety and any other authorities without any extra cost to LIC. Sound and pollution level shall be maintained within the prescribed limits.
39. Successful tenderer has to obtain policies to cover T.P., Fire and W.C. Insurance cover of suitable amount for each policy which shall remain in force till the contract, period and extension if granted. No payment shall be released, if the insurance lapses during contract period.
40. Tenderers are requested to visit to the site of work before quoting their rates.
41. The essential service electrical load shall be connected to D. G. set.
42. Agency has to arrange suitable foundation, earthing with copper earth plate and suitable size cable up to changeover switch provided in panel etc. as per relevant IS – Code which has to be certified / confirmed by the Engineer. Nothing extra shall be paid in this regard.
43. Unauthorized supply of power to other agency / firms from the D.G. set installed at our premises if any are found , penal action will be taken against the vendor as deemed fit.
44. LIC shall not be responsible for any injury partial or permanent or death of any worker at site due to accident or any other reasons or by personal negligence of the staff of the contractor. LIC of India, will remain indemnified by the contractor on this account.
45. The firm shall be fully responsible for any liability / compensation in case of any accident or otherwise any untoward incident at his own risk for the staff deputed by the firm and LIC shall not give any compensation.
46. First Aid box shall be arranged by the contractor at site of work at their cost.
47. Timing may change according to the LIC's requirement.
48. The contractor shall not sublet the contract to any other party / contractor.
49. Contractor shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any Government order. LIC of India shall have no liability whatsoever in any manner.
50. LIC will provide suitable space for installation of D.G. set but other infrastructures to be arranged by the vendor.

51. The following tests shall be performed at manufacture's outlet prior to packing & dispatch to site :-
- (a) Load test at full load 50% load , 75% and 110% overload.
 - (b) Fuel consumption at full load , 75% load , 50% load and 25% load.
 - (c) Other routine test as per IS / BS on alternator , exciter and AVR. Original copies of the test certificates shall be submitted to LIC of India.
 - (d) Noise level measurement.
52. In case of dispute, the matter shall be settled mutually, failing which the decision of the Chief Engineer , LIC of India, shall be final and binding on the bidders.
53. LIC of India, reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons whatsoever. The tender inviting authority does not bind to accept the lowest tender.