



TENDER DOCUMENT

Structural Repairs at GIC Re Head Office

PERIOD OF CONTRACT: 6 MONTHS

PART – I – QUALIFICATION BID

भारतीय साधारण बीमा निगम
General Insurance Corporation of India

AUTHORITY TO TENDER

Date:

To,
The Tenderer,

Dear Sirs,

Sub: “Structural Repairs at GIC Re Head Office Suraksha”.

Ref: Tender Notice No: GIC-HO/OSD/Sur_Repair/431/2025-26

Please find enclosed / attached non-transferable tender document containing:

- I. Qualification bid consisting of Preamble, Specifications, General Conditions & Special Conditions of Contract, Norms for Qualification to Tender etc.
- II. Price bid consisting of Bill of Quantities to offer your most competitive rates for all the items of Bill of Quantities.

The intending bidder (hereinafter referred to as “bidder” or “Contractor” or “tenderer”) must read the terms and condition of ‘**Part – I – Qualification Bid**’ carefully.

1. He/She should only submit his/her bid if he/she considers himself/herself eligible and he/she is in possession of all the documents required and has fully read and understood the overall extent and nature of the scope of work. **Any bid without proper documentary evidence for Qualification Criteria or not in consonance with the terms hereof shall not be considered for further evaluation.**
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of the quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.etenders.gov.in, <https://etenders.gov.in/eprocure/app> free of cost.
4. The bid can only be submitted online after uploading the mandatory scanned documents of original payment instrument, regarding **Ernest Money Deposit (EMD)**, **whether by NEFT/RTGS or any other mode mentioned establishing the remittance**, and other documents as specified under **pre-qualification tab**.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand.
6. The intending bidder must have valid class-II or class-III digital signature with signing certificate to submit the bid.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids, he/she/they will receive the competitor bid sheet.
8. In case of opening day falls on holiday or happened to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day or any other day as deemed fit by the Corporation/GIC Re. Date and time of opening of the Price Bid shall be intimated only to the bidders those who have qualified after evaluation of the qualification bid, the decision of the Corporation in this regard shall be conclusive final and binding on the Bidders.
9. Contractor can upload document in the form of JPG format and PDF format.
10. Corporation/GIC Re will not enter into any negotiations even with the Lowest Tenderer.
11. Completed tenders, comprising two online covers for the technical bid and price bid, complete in all respect” should be submitted exclusively on the CPP Portal website: [<https://etenders.gov.in/eprocure/app>] on or before the scheduled date and time of bid submission. Tenderers have the option to either attend in person or designate an authorized representative to be present during the opening of the Technical Bid, accompanied by the Bid Acknowledgement Receipt. This event will take place at the following location: General Insurance Corporation of India, SURAKSHA, 170, J. Tata Road, Churchgate, Mumbai 400020, at the specified time and date outlined in the NIT (Notice Inviting Tender) or may opt to observe the bid opening event remotely.
12. For tenders whose technical bids qualify, only the price bids will be opened. Notice of the time and place for opening the price bids will be communicated accordingly at the email address designated by the Bidders. Bidders who are technically qualified may choose to attend in person or appoint an authorized representative to be present during the opening of the Price Bids, along with the Bid Acknowledgement Receipt. Alternatively, they may opt to observe the bid opening event remotely.
13. Corporation/GIC Re reserves the right to accept any tender or reject any or all tenders or split up the work between more than one tender without assigning any reason whatsoever.
14. The comprehensive Tender Notice is available for viewing and download on our website at [<https://www.gicre.in/en/tenders-and-notices/>] as well as on the [<https://etenders.gov.in/eprocure/app>] portal.
15. In respect of lockdown and other restrictions being enforced by the government will automatically be part of contract. All guidelines issued by the governments on time to time in respect of precautions as well as guidelines to be followed to stop the spread of Covid-19 virus or any other communicable disease at site.

IMPORTANT NOTE

1. Tender documents may be downloaded from Central Public Procurement Portal [<https://etenders.gov.in/eprocure/app>]. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website [<https://etenders.gov.in/eprocure/app>]. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at provided over the CPP Portal.
2. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website [<https://etenders.gov.in/eprocure/app>].
3. Tenders and supporting documents should be uploaded through e-procurement. Hard copies of the tender documents will not be accepted.

AGM (Office Service Department),
General Insurance Corporation of India,
SURAKSHA, 170, J. Tata Road,
Churchgate, Mumbai 400020.
E-mail: osd.tender@gicre.in
Ph: 022-22867242/7214

Thanking you.

Yours faithfully
For and on behalf of
General Insurance Corporation of India,

SD/-

AGM (Office Service Department),
General Insurance Corporation of India,

General Insurance Corporation of India PRE-QUALIFICATION CRITERIA

#	Criteria	Documents to be provided	Compliance (Yes/No)
1	<p>Legal Entity</p> <p>The Bidder should be a company registered under the Companies Act, 1956/ 2013/Proprietor/LLP/Partnership Firm/Registered under Shop & Establishment.</p>	Certificate of Incorporation	
2	<p>Turnover</p> <p>The Bidder should have had an average annual turnover of INR 1.15 Crores in the last three Financial Years i.e., 2022-23, 2023-24 & 2024-25.</p>	<p>Copy of Audited Balance sheet for the financial years i.e., 2022-23, 2023-24 & 2024-25. must be submitted.</p> <p><i>*In case any bidder is seeking exemption from Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.</i></p>	
3	<p>Experience</p> <p>The Bidder should have been in the business of carrying out repair/renovation/construction works for a period of at least 3 years as on 31.03.2025.</p>	<p>The following documents must be submitted:</p> <p>a) Work/ Purchase Orders confirming years and works completed.</p> <p>b) Execution certificate by client with order value.</p> <p><i>*In case any bidder is seeking exemption from Experience Criteria (no of years), the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer</i></p>	
4	<p>Past Project Experience</p> <p>The bidder must have successfully executed/ completed similar Works over the last three years i.e. the current financial year and the last three financial years (ending month of March prior to the bid opening).</p> <p>1. Three similar repair/renovation/civil works costing not less than the amount equal to 40% (forty percent) of the estimated cost;</p>	<p>Work order/ contract orders and documentary evidence of successful execution/ completion of mentioned projects along with names, address & contact details of clients (for verification by buyer).</p> <p>*No exemption shall be provided in this criterion.</p>	



GIC Re

General Insurance Corporation of India

or 2. Two similar repair/renovation/civil works costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or 3. One similar repair/renovation/civil works costing not less than the amount equal to 80% (eighty percent) of the estimated cost.		
Integrity Pact 5 The Bidder is required to enter into an Integrity Pact agreement with GIC Re and sign and submit the Code of Integrity as part of the bid submission.	The Bidders must sign and submit the Integrity Pact and Code of Integrity annexed with GeM tender document.	
Blacklisting 6 The Bidder must not have been blacklisted by any department or institution or undertaking of the Government of India and the Government of Maharashtra.	Declaration in this regard by the authorized signatory on behalf of the bidder on the company letter head.	
Liquidity 7 The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.	The bidder should upload self-declaration regarding the same on the official letterhead of the company.	
Geographic Presence 8 The bidder must have branch offices in the municipal limits of Mumbai/Navi Mumbai or Thane	Address proof of the premises (Shop & Establishment license, Lease and License (if on Rent).	

Information to be furnished by the Applicants

1.	<u>Name of the Organisation</u>		
2.	<u>Address with telephone no. and e-mail address if any.</u>	Postal address	
		Telephone nos.	
		E-mail address	
3.	<u>Year of establishment</u>		
4.	Status of the firm (Enclose copy)		
5.	Name of Directors/ Partners / Proprietor Proprietorship / partnership / limited / trust / any other (please specify) <u>(Details to be furnished in pro forma 1)</u>		
6.	Name and address of Bankers		
7.	Details of registration <u>(Details to be furnished in pro forma 2)</u>		
8.	Name of repair projects of value not less than Rs.200 lakhs each executed during last five years by the firm. <u>(Details to be furnished in pro forma 3)</u>		
9.	List of key technical personal permanently employed <u>(Details to be furnished in pro forma 4)</u>		
10.	Important major repair projects on which the firm is engaged at present and their estimated cost, stage of work viz. planning and construction, the full address of clients shall be indicated against each project. <u>(Details to be furnished in pro forma 5)</u>		
11.	Other relevant information viz Type and numbers of labours on your pay roll & list of machines and equipments in possession of the firm <u>(Details to be furnished in pro forma 6)</u>		
12.	If you are registered in Panel of other Organisation/ Statutory bodies such CPWD, PWD, MES, Banks, etc, furnish their name, Category and date of registration.		

PROFORMA -1

DETAILS OF PROPRIETOR/ DIRECTORS / PARTNERS

Sr. no.	Name of Proprietor/ Partners / Directors	Academic qualification	Official designation	Address / phone / fax / e-mail
1.				
2.				
3.				
4.				
5.				
6.				

Signature of the Applicant

PROFORMA -2
DETAILS OF REGISTRATION

Sr. no	Name of organisation / department	Registration no.	Date / year of registration	Enclosed proof	
				Yes	No
1.	Registrar of firms and societies				
2.	Income tax department (mention PAN no. with copy of latest income tax clearance certificate)				
3.	Value added tax department (VAT), (Enclose copy of latest GST clearance certificate / proof of depositing the tax)				
4.	GST department (Enclose copy of latest Service tax clearance certificate)				
5.	Details of EPF account and registration				

FINANCIAL STATUS

Sr. no	Financial year	Turnover of the firm (in Rs. Lacs)	Profit / loss	Enclosed certified copies of audited balance sheets / chartered accountant's certificate.	
				Yes	No
1.	2022 - 2023				
2.	2023 - 2024				
3.	2024 - 2025				

Signature of the Applicant

General Insurance Corporation of India
PROFORMA –3

PARTICULARS IN RESPECT OF REPAIR WORKS (FOR JOB MEETING THE PQ CRITERIAS)
EXECUTED DURING LAST 5 YEARS

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner / consultant	Value of work executed in Lakhs	Stipulated time of completion	Actual time of completion	Date of commencement and completion of the work	Any other relevant information
1								
2								
3								
4								
5								

Signature of the Applicant

Note :

1. **The contractor shall mention only those works executed during last 5 years which fulfills the eligibility criteria on this page.**
2. **The list is to be substantiated with the documentary evidence such as work order and completion certificates in absence of which the application is liable to be rejected .**
3. **Other works should be mentioned on separate sheet.**

PROFORMA- 4

LIST OF KEY TECHNICAL PERSONAL PERMANANTLY EMPLOYED

Sr. no.	Name	Designation	Qualification	Experience	Years with the Firm	Any other information
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Signature of the Applicant

General Insurance Corporation of India
PROFORMA -5

PARTICULARS IN RESPECT OF REPAIR WORKS IN HAND

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner	Value of work executed in Lakhs	Stipulated time of completion	Status Of Work	Any other relevant information
1.							
2.							
3.							
4.							
5.							
6.							
7.							

Signature of the Applicant

PROFORMA – 6
OTHER RELEVANT INFORMATION

<u>SR. NO.</u>	<u>TYPE OF LABOURS</u>	<u>NUMBERS OF LABOURS ON YOUR PAY ROLL</u>
1	Male Labours	
2	Female Labours	
3	Skilled Masons	
4	Skilled Polymer Applicators	
5	Skilled Carpenters	
6	Skilled Fitters	
7	Skilled Painters	
8	Skilled Plumbers	
9	Specialized Waterproofing Teams	
10	Bhistie (Water man)	
11	Any others	

<u>SR. NO.</u>	<u>LIST OF MACHINERIES , EQUIPMENTS IN POSSESSION OF THE FIRM</u>	<u>NUMBERS</u>
1	Chisels & Hammers	
2	Cutter Machines	
3	Breaker Machines	
4	Pressure Grouting Machines	
5	Drill Machines	
6	Mixer Machines for Mortar	
7	Miscellaneous Tools & Tackles	
8	Bamboo scaffoldings/ Steel Scaffoldings	
9	M.S. Props and Trays	

Signature of the Applicant

BID EVALUATION MATRIX

Serial No.	Point of compliance	Bidders Confirmation [YES/ NO]	Attachment if any or remark by bidder
1.	<u>Status of the firm</u> <u>Prop./Partnership/ Pvt. Limited</u> (With Memorandum of association in case of partnership / limited company) <u>Proforma –1</u>		
2.	<u>PAN No. of the firm</u>		
3.	<u>GST Registration details</u>		
4.	<u>Solvency certificate from bank</u>		
5.	<u>Details of company registration ,IT return details & 3 Years copy of the audited balance sheets Pro forma –2</u>		
6.	<u>Particulars in respect of repair works completed during last five years (with copies of work order and completion certificates enclosed Pro forma-3</u>		
7.	<u>List of key technical personal permanantly employed Pro forma –4</u>		
8.	<u>Particulars in respect of repair works in hand(copies of work orders enclosed) Pro forma- 5</u>		
9.	<u>Other relevant information Pro forma -6</u>		
10.	<u>E.M.D. submitted with Details</u>		Pay order / DD of Rs 2,00,000/- Drawn on DD no Date
11.	Have you or your representative visited the project site under this Tender Document.		
12.	Have you understood the scope of the work as defined in the Tender Document.		

S.No	Point of compliance	Bidders Confirmation [YES/ NO]	Attachment if any or remark by bidder
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1.	Photograph of major works executed.		
2.	Any approvals like BMC , PWD, or ISO 9001 is available the vendor . Please enclose.		
3.	Do you agree all the terms and conditions of the tender documents.		
4.	Has been submitted Site project in charge biodata (Minimum qualification should be 5 yrs experienced diploma/ degree)		
5.	Will you issue after project completion, Service guarantee and warrantee certificates. ?		
6.	Do you agree that after work order Contract agreement has to be signed.		
7.	Have you signed all the pages of the tender document as token of acceptance.		
8.	Any other details you want to submit like approval and certification from other bodies.		

Signature of the Applicant

CHAPTER – I

NOTICE INVITING TENDER	
Tender Notice No	GIC-HO/OSD/Sur_Repair/431/2025-26
Date of Publication of e-Tender	08.04.2026 after 18:00 Hrs.
Name of work	“Structural Repairs at Suraksha”
Period of contract	6 Months
Earnest Money Deposit (EMD) Amount	₹ 2,00,000.00 (INR Two Lakhs only)
Last date & Time for receipt of the completed Tender	04.05.2026 up to 14:00 Hrs.
Last Date for receipt of Queries from bidders*	16.04.2026 up to 13:00 hrs.
Pre-Bid and Site Visit	17.04.2026 from 11:30 Hrs.
Last date of Submission	04.05.2026 upto 14:00 Hrs.
Date & Time of Technical Bid Opening	05.05.2026 up to 15:00 Hrs.
Place of submission of Tender	[https://etenders.gov.in/eprocure/app]
Venue of the Tender Opening	[https://etenders.gov.in/eprocure/app]
Date & Time of opening of Financial Bids	Shall be intimated later to the bidders

*Queries are to be submitted at E-mail: osd.tender@gicre.in as per the date mentioned above. (No queries will be accepted after the said date or at any time on telephone or through any means other than e-mail.) and clarifications on queries will also be uploaded on the GIC Re website www.gicre.in after last date of receipt of queries and the same will form part of the Tender.

APPENDIX TO TENDER

<u>SR NO.</u>	<u>ITEM</u>	<u>AMOUNT, PERIOD, ETC</u>
1.	Earnest Money	RS.2,00,000/-
2.	Security Deposit & Retention Amount	
	a)Initial EMD	RS.2,00,000/- (EMD will be converted as a part of retention money)
	b) Initial security Deposit (ISD)	2% of the accepted contract sum including EMD.
	c) Percentage to be deducted from R.A. Bills as Retention Money	3% of the certified bill amount
3.	Insurance	
	a)Minimum third party insurance:	Rs. 2,00,000/- for a single accident for a maximum of 10 accidents initially and to be renewed as required and copies to be provided to consultant
	a) Workmen's Compensation insurance:	As required by law.
4.	Period of commencement of works from date of acceptance.:	7 -10 days
5.	Time for completion of works:	Not exceeding 6 (Six) Calendar months
6.	Amount of liquidated damages:	As per SLA
7.	Period of maintenance: (Defects Liability Period).	12 (Twelve) months from certified completion
8.	Amount of interim certificates:	Rs. 20,00,000/- minimum Rs. 50,00,000/- maximum
9.	Validity period for Tenders	90 days from the date of opening of the priced bid.
10.	Period of Honouring Bills	1> Ad-hoc payment of 75% of the running bill certificates amount within 45 working days from the date of receipt of the consultant's certificate with all the supporting documents 2> The Final Bill will be submitted by the contractor within one month of the date of virtual completion work and the payment shall be made within 45 days from the date of receipt of the consultant's certificate with all the supporting documents.
11.	Venue of Arbitration and Jurisdiction of Court :	Mumbai
12.	Limits of Variation:	10% Overall

Should this tender be accepted, I/We hereby agree to abide by our tender / offer and fulfil the Terms and provisions of the said set of Conditions of Contract annexed hereto so far as they may Be applicable or in default thereof to forfeit and pay to GIC the amount mentioned in the said conditions.

I / We have deposited a sum of Rs. 2,00,000/- as Earnest Money Deposit.

Signature of Contractors

CHAPTER II

NAME OF WORK

Time is a critical element of this contract. As this work is of an urgent nature and is time-bound, the contractor is expected to exert all necessary efforts to ensure the work is completed within the specified timeframe.

The tenderers are advised to visit the work site in GIC RE at SURAKSHA, 170, J. Tata Road, Churchgate, Mumbai 400020 and get themselves acquainted with the site conditions before submitting the offer.

Tender bids not meeting any of the pre-qualification criteria shall be rejected.

1. Dissimilar / irrelevant works will not be considered for eligibility criteria.
2. The details on turnover, works experience (**Works Completion Certificates issued by customers / clients must be enclosed**), P.F, ESI registration etc., all as furnished by the tenderer shall have to be supported with documentary evidence (Xerox copies - attested). If GIC RE demands at any stage, original certificates also must be produced for inspection to GIC RE authorities.
3. The rates quoted shall be on a fixed and firm basis, to be valid till the completion of the work.
4. The offered rate is for finished item of work as per Bill of Quantities and shall provide for the complete cost towards supply of all materials, labour, tools & plants, testing materials, levies, taxes, transport, lay-out, repairs, rectifications, maintenance, supervision, establishment, services, overheads, profits & all other incidentals etc., complete. **The rate quoted shall not include Goods and services tax. The applicable Goods and Services Tax – GST shall be paid additionally by GIC Re on actuals as per the relevant tax component.** GIC Re would be entitled to deduct TDS as applicable while making payments according to the Indian taxation rules. **All taxes, levies, cost, risk, charges, and expenses for carrying out the work or incidental or ancillary therewith, unless expressly agreed by GIC Re, shall be borne and paid by the Contractor alone.**
5. For any item of work not covered in the Bill of Quantities of the Price Bid, the rate will be arrived, subject to prior specific approval of GIC Re and to the conditions given in GIC RE 'General Conditions of Contract'.
6. After award of work the contractor must furnish the security deposit or PBG, as per Sr. no. 15 Part III List of Annexures before the commencement of work.

**WAGES & OTHER PAYMENTS / CONTRIBUTIONS TO BE MADE TO THE WORKERS
DEPLOYED IN THE CONTRACT:**

1. The contractor shall pay and be solely responsible for payment of wages and other statutory and/or contractual payments to all the workmen employed by him/her at the rate, as required under applicable Laws as amended from time to time. GIC Re shall not in any manner be involved or concerned with the same.
2. In addition, the **Contractor shall** remit and be solely responsible **to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid.** GIC Re shall not in any manner be involved or concerned with the same.
3. The contractor has to carry out the work without affecting the working environment.
4. The decision of Appointed Architect/Officer-in-charge of the Corporation shall be final and binding on the contractor regarding clarification of items in this tender schedule.
5. The contractor shall strictly adhere to and be alone responsible for compliance of all applicable labour and other laws in force including but not limited to any claim, action, proceeding or any liability arising therefrom.
6. The contractor shall strictly follow norms of GIC RE security system for movement of men & materials within the complex including biometric system. **The bidder of this tender shall assess all local conditions prevailing at GIC RE w.r.t labour engagement, Quality and security systems of GIC RE, work execution procedures and the protocol etc. before Quoting for this tender. The rate quoted shall include all these factors.**
7. The daily labour report for the labour engaged on the previous day area-wise shall have to be submitted next day.
8. Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot.
9. The contractor must submit the organization chart of their set up for the works and any change thereafter in the organization set up shall have the prior approval of GIC RE.
10. The works contract to be entered into with the successful tenderer will be governed by the GIC RE General Conditions of Contract in force.

11. All materials brought by the Contractor for incorporation in the work shall be as per relevant IS codes and approved by the Appointed Architect/Officer-in-charge of the Corporation before they are incorporated in the work.
12. The contractor should extend full co-operation with the third-party agencies engaged, if any by GIC RE to adhere to the Quality Control Procedures ensuring quality.
13. The contractor should extend full co-operation to the other contractors who may be doing other work in the same areas to enable them to execute their portions of work without any delay or difficulty.

14. Water and Electricity:

- Power and water required for the work will be given by GIC RE from the nearest tapping point at the recovery rates specified below. The contractor should make the necessary arrangement for tapping the same at his own cost.
- The Contractor should quote the tender considering the above. The recovery rates towards the cost for these facilities will be 0.50% for water and 0.50% for power charges will be affected from the bills on the executed value as certified by the Appointed Architect/Officer-in-charge of the Corporation based on the usage of power and water.
- In case the above facilities are not provided by GIC RE, the tenderer must arrange these facilities at his own cost and the recovery rates of 0.50% for water and 0.50% for power charges will not be affected on the executed value as certified by the Architect/Officer-in-charge of the Corporation.

15. GIC RE reserves the right to accept / reject any or all the tenders.

16. No advance / mobilization advance will be given.

17. Liquidated Damages (LD) is applicable as per General Conditions of Contract (GCC). All the terms & conditions in the tender documents are binding on the tenderers.

CHAPTER- III INSTRUCTIONS TO TENDERERS

1. The tender is open to all Contractors.
2. Total amount for the tender schedule should be quoted in FIGURES as well as in WORDS in Indian currency only – i.e., Rupees and Paise with reference to the all the items shown in the attached schedule.
3. Amount quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax and any other taxes leviable under the State or Central Government rules. The Corporation will not entertain any claim whatever in this respect. The applicable Goods and services tax (as quoted by the bidder / limited to applicable tax, whichever is lesser) can be claimed from GIC RE along with their RA bills for further payment to be made for the authorities concerned. In case of reverse charge applicability, GIC RE will not reimburse the bidder the reverse charge of GST paid by GIC RE.
4. The works contract to be entered into with the contractor will be governed by the GIC RE General Conditions of Contract in force.
5. If a tenderer identifies any discrepancies or omissions in the drawings or any of the tender documents, or if there is any doubt regarding their interpretation, it is crucial for the tenderer to promptly contact the authority responsible for inviting the tender to seek clarification. While every effort is made to prevent errors that could significantly impact the tender's foundation, it is the responsibility of the successful tenderer to account for the risk of any errors that may be discovered later. Consequently, no subsequent claims shall be entertained on account of such errors.
6. The contractor's responsibility under this shall commence from the date of receipt of contract or the order of acceptance of his tender. The scheduled period of completion for this work will be **SIX MONTHS**.
7. The maintenance/defect liability period for this work will be 1 Year.
8. **A pre-bid Meeting and Site Visit will be scheduled for the prospective bidders to get acquaintance with the Site and the condition on the grounds. Bidders are encouraged to attend the Pre-bid meeting and Site visit as per the scheduled date and time mentioned in Chapter I.**

Earnest Money Deposit:

- Earnest Money is to be paid by each tenderer/bidder, except those eligible for EMD waiver, shall submit non-interest bearing EMD of ₹ 2,00,000.00 (INR Two Lakhs Only).

- EMD shall be furnished only in the form of:

Electronic Fund Transfer/RTGS credited in General Insurance Corporation of India GIC RE account.
Details of the account are as follows:

Payment in favor of	-	General Insurance Corporation of India
Current Bank Account No.	-	000405135090
Name of the Bank	-	ICICI BANK
IFSC Code	-	ICIC0000004

In addition to above, the EMD amount more than Rs Two lakh may also be accepted in the form of Bank Guarantee from scheduled Commercial bank. The bank guarantee in such cases shall remain valid for atleast 45 days.

The bidder shall use a particular RTGS / EFT transaction for one bid/e-tender only otherwise his bid/e-tender will be rejected.

EMD in any other form will not be accepted.

The account from which the EMD amount is to be transferred should be in the name of Bidder/authorized person of the Bidder who has signed the bid.

Refund of EMD in respect of unselected Bidder will also be made to that specific account only from which the EMD was received/transferred.

Bidders having valid MSE certificate or are registered with the Central Purchase Organisation or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)] are exempt from paying EMD. The bidder should upload the certificate to avail themselves of the exemption.

(One Time EMD is not applicable for this tender. If you have already deposited One Time EMD with GIC RE as empaneled vendor, the same shall not be considered for this tender. The bidder must pay separate EMD for this tender without fail)

EMD by the Tenderer will be forfeited as per tender Documents if:

- After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates,
- If the Bidder withdraws or modifies or impairs or derogates from the Bid after acceptance by GIC Re or
- If the Bidder withdraws or modifies or impairs or derogates from the Bid before the expiry of the bid validity period or
- If it comes to notice that the information / documents furnished by the bidder is false, misleading or forged; or has suppressed, concealed or failed to disclose any material information which, if disclosed, would have affected the evaluation of the Bid
- During the bidding process indulges in any such activity that would jeopardize the bidding process
- In case of the successful Bidder, if the Bidder fails to furnish the Service Contract, Reciprocal Non-Disclosure Agreement, Integrity Pact, Deed of Indemnity and/or Performance Bank Guarantee in accordance with provisions, terms and conditions of this RFP.
- Violates any of the provisions of the terms and conditions of the bid/ tender.
- In case of successful bidder, the tenderer does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

Forfeiture of EMD shall be without prejudice to any other rights or remedies available to GIC Re under this tender or under applicable law.

EMD given by all unsuccessful tenderers shall be refunded normally within thirty days of acceptance of award of work by the successful tenderer. **EMD shall not carry any interest.**

In case of rejection of bid/e-tender, the EMD will be refunded to the bidders after intimation of rejection of bid/e-tender.

PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSEs)

- This shall be strictly in terms of the mandates of the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012.

For the purpose of this clause, Micro and Small Enterprises (“MSEs”) shall be as defined by The Micro, Small and Medium Enterprises Development Act, 2006 (as amended from time to time).

- MSEs shall be exempted from payment of earnest money subject to furnishing of relevant valid certificate for claiming exemption.
- MSE shall be given relaxation as far as prior turnover is concerned.
- MSE shall be given relaxation as far as prior experience is concerned

MSE’s must, along with their bid, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)

9. Performance Bank Guarantee : To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract

Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Bid security should be refunded to the successful bidder on receipt of Performance Security.

The Performance Security will be forfeited and credited to the Corporation’s account in the event of a breach of contract by the contractor.

10. If a tenderer or a contractor has a relative employed in a key capacity within the Office Service Department of the Corporation, or if any of the shareholders of a contractor firm or company has a relative in such a role, it is imperative that this information be disclosed at the time of tender submission. Failure to provide this information may result in the disqualification of the tender. Additionally, if such information comes to light after the fact, the contract may be rescinded in accordance with the relevant provisions outlined in the General Conditions of Contract.

11. If the tender expires after the submission of his tender or after the acceptance of his tender the GIC RE may, at their discretion, cancel such tender. If a partner of a firm expires after submission of tender or after the acceptance of the Tender, GIC RE may cancel such Tender at their discretion unless the firm retains its character.
12. The Corporation will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor concerned.
13. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the Corporation reserves the right to reject such tender at any stage.
14. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.
15. The expenses for completing and stamping the agreement shall be paid by the contractor.
16. The General and special conditions are complementary to each other and where they are in conflict with each other, the Special Conditions shall prevail. In regard to matters not covered by the General and Special Conditions of Contract, those contained in the MCGM Building Practice Standard Specifications or other specifications approved by the Corporation, shall apply.

17. Tenderers shall not increase their quoted rates if the Corporation negotiates for a reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers throughout the bid validity period from the date of opening of tenders.
18. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

CHAPTER – IV

TENDER NOTICE

Name of Work: “Structural Repairs at GIC Re Head Office, Suraksha”.

1. The comprehensive Tender Notice is available for viewing and download on our website at [<https://www.gicre.in/en/tenders-and-notices/category/8-office-support-department>] as well as on the [<https://etenders.gov.in/eprocure/app>] portal.
2. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website [<https://etenders.gov.in/eprocure/app>].
3. All entries in the tender documents should be in one ink. Erasers and overwriting are not permitted. All cancellations and insertions should be duly signed by the tenderer concerned.
4. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and sign each page of Tender Documents including the drawings attached there to before submitting their tender.
5. Clause regarding rates quoted in the tender: -
 - If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

6. In quoting their rates, the tenderers are advised to take account of all factors including any fluctuations in the market rates etc. No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
7. Before tendering, the tenderers are advised to inspect the site of work and its environment and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, General and Special Conditions of Contract. Instructions to tenders, drawings and Specifications and all other documents which form part of the Agreements to be entered.
- 8. The rates quoted in the tender shall remain valid for a period of Three Months.**
9. In the event of a tender being submitted by firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned.

10. Security deposit or Performance Bank Guarantee (PBG):

- As per General Conditions of Contract (GCC)
11. If after opening of tender, the tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instruction of the Architect/Officer-in-charge, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.
 12. The Corporation reserves the right to accept or decline any or all tenders received, or to approve any tender in part, without the obligation to provide a specific rationale for such actions. In instances where a portion of a tender is accepted, the Accepting Authority may also adjust the allotted time for completion to a degree deemed suitable.
 13. Conditional and unwitnessed tenders, tenderers containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
 14. Tenders not submitted on the prescribed form are liable to be rejected.
 - 15. The work must be completed within a contract period of *SIX MONTHS*.**
 16. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
 17. Prospective tenderers are strongly advised to thoroughly review the conditions outlined in the Tender document and the Code of Conduct for the Health and Safety of Contract Labourers in meticulous detail. Any breach of these regulations will result in punitive measures being enforced

against the violators. It is imperative that all these factors are duly considered when submitting your rate quotation.

18. The quoted rates shall be firm throughout the contract period and extended contract period also and no cost escalation is allowed on any account.
19. Similar works executed in the own name of the tenderer will only be considered for eligibility / qualification criteria.
20. GIC RE reserves the right to increase or decrease the tendered quantity.
21. The lowest prices received in response to GIC RE tenders may not necessarily meet the technical acceptability criteria. In such instances, GIC RE retains the right to choose not to consider these bids.
22. GIC RE holds the prerogative to negotiate or reissue the tender that has been opened if the L1 Price, despite being the lowest, is not deemed acceptable to them, among other possible reasons.
23. The contract will be awarded based on the lowest overall value, and it will be granted to a single party. Splitting the contract into separate schedules is not feasible in this case.
24. GIC RE shall not be liable to pay any interest on the Earnest Money, Security Deposit/PBG, or any funds owed to the Contractor by GIC RE.
25. GIC RE reserves the right, at its sole discretion, to recover any funds it deems owed by the Contractor from any money owed to the Contractor under this Contract, any other contract, or from the Security Deposit/PBG provided by the Contractor under this contract or any other contract.
26. Regardless of any other provisions in the Contract, such as those pertaining to time extensions and compensation for delays, it is emphasized that time is of the essence in this Contract.
27. For work conducted within the premises of GIC RE or customer premises, the Bidder is required, when submitting their quotation, to consider and shall be responsible for all the present, and anticipated expenses associated with adhering to statutory and contractual obligations, including those governed by PF (Provident Fund) and ESI (Employee State Insurance) related laws and all other labour/workmen welfare legislations.

CHAPTER V

GENERAL INSTRUCTIONS

1. Under no circumstances shall the contractor engage in sub-contracting. Should such activity be discovered at any point of time, GIC RE retains the right to take any necessary actions it deems appropriate, including the cancellation of the contract without being liable or responsible for any loss or damages occasioned to the Contractor.
2. All the bills of contractors will be cleared by Office Service department subject to production of "Clearance certificate" by the contractors in respect of compliance of all statutory requirements.
3. Any disputes or grievances that arise between the contractor and the manpower deployed shall be the sole responsibility of the Contractor and shall be resolved by the contractor themselves.
4. In the event that GIC RE's management needs to employ workers to fulfill any portion, or the entirety of the work specified in this contract due to the contractor's failure to do so or to engage a sufficient number of workers, the contractor is obligated to reimburse GIC RE for the additional costs incurred. These extra costs, associated with hiring such workers by GIC RE, will be calculated at the minimum wage rate and other payments outlined in the tender regarding wages payable to workers, plus an administrative charge of 12.5% as assessed by GIC RE for the purpose of recovery from the contractor.
5. The management of GIC RE retains the discretion to terminate the contract by providing one month's notice to the contractor, without the need to provide any specific reasons. In cases of unsatisfactory performance or non-compliance with any terms and conditions of the contract by the contractor, GIC RE possesses the authority to immediately terminate the contract without prior notice. GIC RE may also proceed to complete the remaining work through other agencies at the contractor's risk and expense. In such instances, the security deposit submitted by the contractor shall be considered forfeited.
6. The contractor is obligated to adhere to all relevant state and central government Acts, rules, and regulations that are currently in effect or may be enacted in the future. GIC RE will not bear responsibility for any violations of these statutes by the contractor.
7. If the contractor neglects to make wage payments to their employees or fails to remit contributions to the relevant authorities, resulting in a claim against GIC RE for any reason, GIC RE reserves the right to utilize the security deposit, other outstanding dues, or running bills under the contract to settle the contractor's liability and to recover the balance, if any with interest at the rate of 18% per annum
8. The contractor is responsible and will indemnify GIC RE against any claims and losses

incurred by GIC RE under various labor laws, statutes, or any civil or criminal laws related to the employees deployed by the contractor or on account of any act, omission or negligence while performing its obligations or due to non-performance or any breach of any terms hereof.

9. The contractor is required to obtain the essential insurance coverage at their own expense to mitigate all the risks associated with accidents, losses, damages, etc. associated with the works and the workmen and GIC RE will not assume any responsibility whatsoever for any losses or damages incurred by the contractor or their employees or workmen however.

TERMS & CONDITIONS

1. The contract period is **“SIX MONTHS”**
2. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website [<https://etenders.gov.in/eprocure/app>].
3. The Tender document cover must include comprehensive details of the tenderer's office, including their full address, phone number, fax number, and mobile number. If the tenderer provides incorrect information, the Earnest Money Deposit (EMD) submitted by the tenderer will be subject to forfeiture.
4. The contractor is required to fully comply with all applicable laws and statutory regulations including but not limited to applicable labor laws such as, Contract Labour License (if applicable), and the Code on Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, Industrial Relations Code, 2020.
5. The Contractor shall, at all times, fully comply with all applicable central and state labour laws, rules, notifications, and statutory regulations in force from time to time, including but not limited to laws relating to Contract Labour license, wages, social security, industrial relations, occupational safety, health and working conditions, etc. along with the rules framed thereunder, as applicable.
6. It is clarified that the Code on Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, and Industrial Relations Code, 2020 (“Labour Codes”) shall become applicable to the extent and from the date(s) on which the relevant provisions and corresponding rules are notified and brought into force by the appropriate Government. Until such notification, the Contractor shall continue to comply with the existing labour laws and rules presently in force, which shall remain applicable to the extent not inconsistent with the Labour Codes.
7. The Contractor shall ensure necessary systems, processes, registrations, licenses, and documentation are maintained and kept ready to ensure timely and seamless compliance with the Labour Codes and the rules framed thereunder as and when they come into force. Nothing contained herein shall be construed as a waiver of the Contractor’s obligation to comply with any law that becomes applicable during the term of this Agreement by reason of any statutory amendment, re-enactment, or notification.
8. The quoted rate should encompass all expenses, including wages for employees, statutory charges such as ESI, PF, Bonus, Holiday and Earned Leave (EL) wages, safety appliances, Insurance premium etc. When submitting the rate, the contractor should also consider the potential impact of future revisions in minimum wages, the factors and risk which could result in escalation in cost.
9. The contractor is responsible for providing and shall provide all essential safety appliances,

such as safety shoes, gum boots, acid and alkali-proof hand gloves, masks, etc., to their workers to ensure safe operations.

10. The contractor shall maintain and be responsible for maintaining all records pertaining to ESI (Employee State Insurance), PF (Provident Fund), wages, and attendance in accordance with the relevant regulations.
11. In the event that any employee or laborer engaged in the contract is discovered to be involved in corrupt, illegal or disruptive activities, which might have direct bearing on GIC Re the contract will be terminated, and the contractor will be prohibited from applying for any future contracts for a duration of three years or more as the GIC Re may in its absolute discretion determine.
12. No advance payment will be disbursed to the contractor.

SCOPE OF WORK

Structural Repairs as per the Bills of Quantity at GIC Re Head Office, “Suraksha”.

Address of Site: GIC of India, “Suraksha” Building
170, J Tata Road,
Churchgate, Mumbai,
Maharashtra – 400020

The scope of work covered by this contract entails furnishing all necessary materials, labor, construction equipment, supervision, scaffolding, tools and machinery, transportation, storage, and all ancillary items and safety norms and protocol that may not be explicitly detailed but are reasonably inferred or essential for the comprehensive completion of the civil works outlined in the Bill of Quantities.

1. GENERAL DESCRIPTION

The Contractor shall furnish all materials, labour, tools, machinery, scaffolding, supervision, transport, storage, testing and all ancillary works required for the complete execution of Structural Repairs, Waterproofing, Painting, Plumbing and Allied Civil Works as per BOQ and drawings issued during execution at GIC Re ‘Suraksha’ Building, Churchgate, Mumbai.

2. COMMENCEMENT & COMPLETION

- Contractor shall commence work within 15 days of LOA.
- Failure to start work may lead to termination and forfeiture of EMD/SD.
- All works to follow IS codes, CPWD guidelines and good engineering practices.

3. QUALITY OF WORK

- Materials shall conform to latest IS standards.
- Defective work shall be rectified by the contractor at his own cost.
- Submit Quality Assurance Plan (QAP), Work Schedule, ITP and list of testing equipment.

4. SITE CLEARANCE

- Contractor shall obtain permission for temporary sheds.
- On completion, dismantle temporary structures, remove debris and hand over clean site.

5. CODES & STANDARDS

- Concrete & repairs: IS 456, IS 516, IS 383, CPWD repair specs.
- Steel works: IS 2062, IS 816/814 for welding.
- Waterproofing: IS 2645, IS 3067.
- Plumbing: IS 1239, IS 1729.
- Painting: IS 2395, manufacturer system specifications.

6. DETAILED SCOPE AS PER BOQ

A. Enabling Works

- Bamboo scaffolding across all elevations.
- Hessian cloth and Safety Nets for debris and dust control.

B. Structural Repairs

- Chipping of loose concrete.
- Rust treatment using Rusticide SS or approved.
- Bond coat with Polyalk EP.
- Polymer-modified mortar repairs, minimum M40 grade.
- Relieving beams/columns with props.
- Crack repair at RCC-masonry joints.
- Injection grouting with Cebex-112 additive.
- Additional reinforcement with anti-corrosive coatings.
- Shear keys installation.
- Micro-concreting with approved M40 micro-concrete.
- Steel fabrication with epoxy primer + enamel coats.
- Polycarbonate sheet fixing (2mm).

C. Protective Works

- External sand faced plaster using Ready-Mix Plaster.
- Dash coat for damaged walls.
- 2 mm synthetic plaster for dead walls.
- Internal plaster repairs with ready-mix plaster + neeru finish.

D. Waterproofing Works

- Removing existing waterproofing.
- Application of Rubberized/Polymer waterproofing (Poly Alk WP).
- Brickbat coba with IWPC.
- 30mm IPS topping.
- China mosaic finish.
- IPS repairs at staircase top/lift room.

E. Plumbing Works

- Replacement of CI pipes for drainage/soil/rainwater (need based).
- Replacement of GI 'C' Class water supply lines (need based).

F. Painting Works

- Full external painting with Asian Paints Ultima Protek system.
- Crack sealing, primer, basecoat, topcoats.
- Enamel painting for grills, gates, frames.
- Internal acrylic painting for staircase/common areas.
- Whitewash for stilt, ducts, lift rooms.

G. Miscellaneous Works

- Removing old sealant & applying Nitoseal PU50.
- Granite work for ground floor ledges.

7. HSE REQUIREMENTS

- Follow IS 3696 & NBC safety guidelines.
- Provide PPE, safety nets, guard rails.
- Maintain emergency access.

8. MEASUREMENT & PAYMENT

- Measurement as per IS 1200 and BOQ units.
- Micro-concrete paid on actual consumption.
- Plumbing replacement on joint measurement.

9. WARRANTY / DLP

- Submit waterproofing warranty (min 5 years).
- External paint system as per manufacturer performance warranty.

10. COORDINATION & PHASING

- Execute work in phases ensuring safety & minimal disturbance.

SPECIAL CONDITIONS OF CONTRACT

1. The works are to be carried out on outsides and insides of the building. The Tenderer should visit the site in order to ascertain the extent of work, difficulties at site, storage space available, etc.
2. The works include the strengthening, rejuvenation & renovation of vital areas of the buildings. Works will need to be so planned that minimum disturbance is caused to the members / inmates. Works plans shall be devised keeping this in mind.
3. The contractor whose Tender is accepted, shall within 3 days of receipt of written acceptance of the Tender enter into a written contract with the Employer for the due execution of the works by signing an agreement in accordance with the draft agreement, including special conditions, schedule of quantities and other conditions attached. But, the written acceptance by the Employer will constitute a binding agreement between the Employer and Contractor so tendering, whether such formal contract is or is not subsequently entered into.
4. The rates quoted in the Tender shall include all charges hire of any tools and plants, shed for materials and such other general works mentioned in the specifications. The rates quoted by the tenderer in the schedule of rates shall be for finished works.

The rates shall be inclusive of Octroi duty or any other duty levied (and in force at the time of awarding this contract) by the Government or public bodies and shall be inclusive VAT GST.

The rates shall be firm and shall not be subject to any Escalation/variation, labour condition, etc. and shall hold good till completion of the work.

T.D.S. as per the prevailing rules shall be deducted from the Contractor's Running Bills.

5. Time shall be considered as essence of the contract and the Contractor shall within 7 days of receipt of Work Order submit to the Consultant a bar schedule programme for the progress and completion of the work within the scheduled time period. This progress shall be binding on the Contractor. Deviations in the programme if any, will be made only with prior approval of the Employer.
6. The Contractor must arrange for cement, steel, chemicals and all other materials himself. In order to have uninterrupted supply of materials for the works, Contractors shall arrange payment to the suppliers in time. The contractor shall be provided open space in the compound for storage

of materials for the duration of the works. Security of the materials shall be the Contractors responsibility.

7. The materials purchased from outside by the contractor and brought to site shall, if the Consultant / Employer so desires, be got tested and certified by a recognized testing laboratory to the satisfaction of the Consultant before such materials are used on the work. The testing charges shall be borne entirely by the Contractor.

8. The successful tenderer shall cooperate with the other agencies viz. power, wiring, plumbing, Mahanagar Gas, etc, if any, in the proposed work, engaged by the Employer for due and proper execution of the respective works.

9. In case extra items of work are required to be executed, rates for such items will be decided on the basis of similar items already existing in the tender or as per prevailing market rates for materials and labour with a mark-up of twenty percent for overheads and profits, whichever is lower. The decision of the Consultants in this shall be final. Such instances will be brought to the notice of Employer.

11. Contractor shall take all precautions to cover all glass and window panes and grills to prevent damage. Damages, if any, shall be made good at no extra cost to Employer / member.

12. Unless otherwise specified, all relevant codes and standards published by the Indian Standards Institution shall apply and govern in respect of design, workmanship quality and properties of materials, testing and measurements.

13. Safety Measures: The Contractor shall organise his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents at site both to persons and property. The Consultant shall have the power to instruct the Contractor to adopt such measures - helmets, safety belts, Safety nets etc. to ensure the above requirements. Employer/Consultant shall not be responsible for any cost & consequences resulting from non - compliance of safety requirements. Contractor shall indemnify the Employer against any such dereliction / penal action.

The Contractor shall be responsible for all injuries to the work or workmen, to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or any Sub-Contractor or of any of his or a 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 this contract. The clause shall be held to include inter-alias, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Owner stands indemnified by the Contractor in respect of all and any expenses arising from aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

The Contractor shall restore and reinstate all damages of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The Contractor shall have to effect the necessary insurance cover. The Owner stands indemnified entirely from all responsibility and the liabilities in this respect.

14. All dismantling works shall be done with chisel & hammer unless otherwise directed by the Consultant. The works should be carried out after studying the purpose of each step in the process, chipping of RCC elements should be done only to the extent required and the rehabilitation step

should be taken up immediately for the exposed elements. Damage caused due to negligence on the part of the Contractor shall be the responsibility of the Contractor and the same shall be rectified by him at no extra cost to the Employer to the complete satisfaction of the Employer.

15. Problematic locations arising out of site conditions should be immediately reported to the Consultant for suitable precautionary / rectification measures. Exact repairs shall be decided on site by the Consultant during the site inspection.

16. The Contractor shall comply with all rules and regulations of Code on Social Security, 2020. The owner at all times stands indemnified by the contractor for any loss what so ever to the Employer / to it's property by theft, fire and / or earthquake, injury / death of the workers, Employer's Employees and third party.

17. The Contractor shall appoint a full time competent Engineer/ qualified Supervisor of at least five year experience in similar works for the entire duration of the works. The supervisor shall be preferably a qualified Engineer.

18. The Contractor shall employ requisite skilled, semi skilled and unskilled workmen for the works. As a security measure each shall be provided an identity card by the Contractor for easy identification.

19. Plumbing works shall be carried out by a licence holder with adequate experience. The joints shall be tested as required before remaking the holes.

20. The Contractor shall permit use of scaffolding or other access provided at site for use by other agencies that are appointed by the Employer for carrying out related works.

21. The overall work in value and contents may be increased or decreased without any change in rates. Additional time shall however be allowed for additional works in joint consultation with the consultant and the employer.

22. The Contractor shall submit detailed bills for complete works periodically. The value of each bill should not exceed the value mentioned in Appendix to Tender.

CONCEALED WORK :-

The Contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the Contractor's expenses or no payment may be made for such materials, shall any dispute or difference arise after the execution or any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the employer's consultant shall be accepted as correct and binding on the Contractor.

23. If required the Contractor shall display clearly on a display board the name of the works, the name of the Contractor and the name of the Consultant for the full duration of the works. This board shall be approved by the Employer before display.

24. **RETENTION :** An amount equal to 3 % (THREE percent) of each bill shall be deducted as retention amount. This amount will be retained by the Owners as a token guarantee against defects

in the works. This amount will be released 50% on Virtual completion of a particular phase of Works and entering into Service Guarantee Agreement by the Contractor as mutually agreed (Service guarantee Agreement to be retained by the consultants.)

The balance Retention Amount shall be released after the contractors successfully attending to the defects (if any) during the Defects Liability period and finally executing Service guarantee Agreement (duly signed and sealed by both the parties).

25. **SUB-CONTRACTING** : Preference will be given to those who will not sub contract the works. In case the contractor wishes to sub-contract specific works viz. Plumbing, aluminum windows, painting he shall obtain written consent from the Owner before commencing the works. The owner will not be involved in any manner in any disputes between the contractor and sub-contractor. Also the complete and sole responsibility of the work shall be with the contractor.

26. The work done by the contractor shall be certified by the Consultant.

PREPARATION FOR OCCUPATION AND USE AFTER COMPLETION :-

The whole work will be thoroughly inspected by the Contractor and deficiencies and defects shall be put to right. On completion of such inspection the Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the Contractor shall clean all windows and doors including the cleaning, removing hand / finger stains and oiling if necessary, of all hardware, inside and outside, all floors, staircase, and every part of the building. He will leave the entire building neat and clean to the satisfaction of the Owner within 15 days after completion certificate.

CLEARING SITE ON COMPLETION:-

On completion of the works the Contractor shall clear away and remove from the site all debris, constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Owner.

28. Not with standing what is stated above in the matters where there is difference of opinions between the parties concerned the Consultant's decision shall be final and binding to both the parties.

29. All the necessary Approvals /Permissions for carrying out this Repair works including Debris Management System etc. and out of pocket expenses shall be the Contractor's responsibility, however the required Drawings shall be given by the Consultant and the Official payments/Deposits/Scrutiny fees etc which is required to be paid to various Statutory Authorities from time to time shall be borne by the Employer.

If any legal action is taken by any Statutory Authority due to non compliance /negligence /delay on the part of the Contractor to obtain such necessary Approvals /Permissions, the Employer will not be responsible in any manner what so ever and all risks, Costs, Penalties and any other consequences arising due to the above non compliances on the Contractor's part shall be the responsibility and liability of the Contractor solely and in totality.

30. In case of any disputes affecting the execution of The Work and / or their Required Performance in any manner, the decision of The Employer's Consultant M/s. B J Mehta Architectural & Structural Consultants Pvt. Ltd. shall prevail and only as a last resort Arbitrator / Arbitrators from The Panel of

Arbitrators, who shall Arbitrate as per The Arbitration and Conciliation Act, 1996, still if un satisfaction prevails only the matter may be referred to The Court of Law in Mumbai only by either party.

GENERAL NOTES AND REQUIREMENTS OF ITEMS INVOLVED IN REPAIRS

1. This covers the general requirements of items involved in Structural repairs viz breaking and chiselling, surface preparation and treatment, restoration and curing, etc. Since there is an element of judgement and actual extent of deterioration involved, definite instructions on these can be given only at site during actual execution. All repairs to the affected Structural members must be proceeded with a proper support system. This structural support system shall be worked out for various members. Necessary suitable propping is required to be provided to ensure release of loads on the treated members. The Contractor shall compulsorily seek prior approval of the intended support system from the Consultants. However the ultimate responsibility of the support system rests with the contractor.

2. Chiselling of concrete surface:

The surface of the reinforced concrete element viz. column, beam, slab, wall, etc will be exposed using chisel and hammer carefully upto the reinforcement rods. All corrosion on the rods shall be physically removed and the concrete adjacent to the corroded rods will be further chiselled in order to further expose them. Where there are deep cracks in the concrete element, special precaution will be taken while chiselling so as to avoid further distress to the element. Steel rods or mesh may also be required to be removed along with chiselling. The chiselled surface shall be cleaned with water and wire brush.

3. Breaking of Plaster

The coats of plaster over concrete and masonry walls will be removed carefully with chisel and hammer such that the masonry / concrete element underneath is not damaged. All coats of the plaster shall be removed along with visible traces of cement / lime and the surface thoroughly cleaned and hacked where required, to receive new coats of plaster. For ease and neatness in working, the edges of the exposed portions shall be straightened.

Measurement for breaking plaster shall be taken as the actual area exposed projected to the original surface of the element. Where the plaster is removed together with the chiselling or breaking of concrete no measurement shall be taken separately for this.

4. Breaking of reinforced concrete :

Part of full reinforced concrete element viz. slab, beam, wall, column, fin, etc will be broken carefully using chisel and hammer. For neatness of work, the edges of the broken portion shall be fairly straight. The broken surface shall be chiselled straight and cleaned so as to facilitate bond with new mortar / concrete. All highly deteriorated steel reinforcement shall be cut / removed as directed. Where insufficient lap length for new reinforcement is available, additional concrete may have to be broken in order to expose adequate length of the existing reinforcement may be directed.

Measurement shall be taken as actual volume of concrete broken with the steel based on the original dimension of the concrete element. No separate payment shall be made for removing the reinforcement rods.

5. Application of Rust Passivator :

The entire surface of the exposed reinforced concrete element should be thoroughly cleaned.

The reinforcement rods must be thoroughly cleaned using a chisel, scrapper, wire brush and emery paper. The rust passivator is to be applied carefully on the exposed dry surfaces of the reinforcement rods with a brush or cloth. The passivator must be applied as per the manufacturer's specifications. Allow air drying for 24 hours before any further treatment is done on this surface after cleaning. Measurement shall be taken of the entire chiselled area where reinforcement rods are exposed and rust passivator applied or Actual quantity used.(see BOQ)

6 Scaffolding

Scaffolding shall be safe and erect. Under no circumstances will holes be allowed to be made in the walls to support the scaffolding. Tying of scaffolding to the old pipes of the building may be disallowed. Temporary props between balconies or chajjas to give lateral support to the scaffolding will be permitted where feasible. In general steel scaffolding will be preferred.

7 Sand :

Sand for concrete and plaster mortar shall be only river sand of proper gradation. Silt and other impurities must not exceed 4 percent. Improper sand shall be immediately removed from the site and the decision of the Consultant shall be final.

8 Curing :

New concrete shall be maintained damp for a period of 2 weeks minimum. New plaster shall be cured at least 3 times a day for a period not less than 10 days. The 1st coat of plaster shall be cured for a period not less than 3 days. If required the surface shall be maintained damp using a wet hessian cloth.

9 ADMIXTURES / ADDITIVES:

Chemical admixtures and additives must be used strictly as per the recommendations of the manufactures and in consultation with the Engineer. Any change in the effectiveness of the products shall be brought to the notice of Engineer. The Contractor shall test the effectiveness of the product before using it for the works. Each and every batch of the product brought to site shall be tested before use. A note of the expiry date must also be kept for each container. In the interest of proper use the contractor shall maintain a complete record of the batch, procurement date, application time and location for works involving epoxy, polymer latex and rust passivator, etc. Measurements for these works shall be as mentioned in the Bill of Quantities.

GENERAL SPECIFICATIONS FOR MATERIALS

01. QUALITY

All materials for incorporation into the works shall be of the best quality of their respective kinds as specified herein and shall be obtained from sources and suppliers approved by the Employer/Engineer and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down in this Specification, with the requirements of the latest edition of the relevant Indian Standards approved by the Engineer.

02. INSPECTION AND TESTING

All materials before being incorporated into the Works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests required by this Specification or approved Standards shall be deemed to be included in the Contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or his Representative.

03. SAMPLES

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the Engineer or his Representative.

04. INDEPENDENT TESTS

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or Analyst appointed by the Engineer/Employer in order to check the supplier's works tests and analysis. The Contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his Representative, the materials represented will be rejected.

LIST OF RELEVANT IS-CODES FOR REINFORCED CEMENT CONCRETE AND ALLIED

WORKS

The specifications for Reinforced Cement Concrete and Allied works are based on the following standards/ IS codes and forms the part of the specifications. All shall be the latest editions including all applicable revisions and additional publications. In case of discrepancy between this specification shall govern.

IS: 269 - Specification for ordinary, rapid - hardening and low heat Port land cement.

IS: 1489 - Specification for Portal and-pozzolona cement.

IS: 4031 - Methods of physical tests for hydraulic cement.

IS: 650 - Specification for standard sand for testing of cement.

IS: 383 - Specification for coarse and fine aggregates from natural sources for concrete.

IS: 2386 - Methods of tests for aggregates for concrete.

IS: 516 - Method of test for strength of concrete.

IS: 1199 - Method of sampling and analysis of concrete.

IS: 3025 - Methods of sampling and test (physical and chemical) for water used in industry.

IS: 432 - Specification for mild steel and medium tensile(I & II) steel bars and hard drawn steel wires for concrete reinforcement.

IS: 1139 - Specification for hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcement.

IS: 1786 - Specification for cold twisted steel bars for concrete reinforcement.

IS: 4990 - Specification for plywood for concrete shuttering work.

IS: 2645 - Specification for integral cement waterproofing compounds.

IS: 4461 - Cold worked steel bars for the reinforcement of concrete.

IS: 456 - Code of practice for plain and reinforced concrete.

IS: 3395 - Code of practice for composite construction.

IS: 2751 - Code of practice for welding of mild steel bars used for reinforced concrete construction.

- IS: 2502 - Code of practice for bending and fixing of bars for concrete reinforcement.
- IS: 2571 - Code of practice for laying insitu cement concrete flooring.
- IS: 3414 - Code of practice for design and installation of joints in buildings.
- IS: 3358 - Code of practice for use of immersion vibrations for consolidating concrete.
- IS: 4014 - Code of practice for steel tubular scaffolding.
- IS: 1791 - Specification for batch type concrete mixers.
- IS: 1200 - Method of measurement of building works.
- IS: 3385 - Code of practice for measurement of civil engineering works

In the event that state or other government bodies have requirements more stringent than those set forth herein such requirements shall be considered to be part of this specification and shall supercede this specification where applicable.

SPECIFICATION FOR REPAIRING CONCRETE WORK WITH POLYMER MODIFIED CEMENT MORTAR

GENERAL:-

The polymer modified cement mortar shall be prepared at site adding 43/53 grade cement, polymer and Well graded Quartz sand/ Screened River Sand Confirming to I.S. 383 Zone II as directed by the Consultants.

2.0 QUALITY ASSURANCE:

2.1 Labelling -contractor shall clearly mark all containers with following information:-a)Name of Manufacturer
b)Manufacturer's product identification

2.2 Application control- Contractor shall submit mixing application procedures for approval prior to use.

3. PRODUCT DELIVERY, STORAGE AND HANDLING:

3.1 Delivery of Materials- Contractor shall deliver all materials in containers with label legible and intact.

3.2 Storage of Materials- Contractor shall arrange to store all materials at temperatures recommended by manufacturer.

3.3 Handling of Materials- All materials shall be handled in a safe manner and in a way to avoid breaking containers.

4. PROJECT CONDITIONS:

4.1 Environmental Requirements- Contractor shall comply with manufacturer's recommendations as to environmental conditions. under which the latex compound may be applied.

5. PRODUCTS:

5.1 Polymer modified cement mortar shall be prepared using approved brand of product (Polyalk EP).

Cement - The cement used shall be 53 grade portland cement conforming to IS 8112.

Sand - The sand shall be sharp, washed, well graded and free from excessive fines.

Generally Quartz sand of appropriate gradation or/and River sand falling in Zone II grading of IS 383 shall be used.

5.4 Water - Water used for mixing and curing shall be clean and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other that may be deleterious to concrete or steel. Following concentrations shall be treated as maximum permissible values.

a. To neutralize 200ml. sample of water, using phenolphthalein as an indicator, it should not require more than 2 ml. of 0.1 normal NaOH. The details of test shall be as given in IS-3025.

b. To neutralize 200 ml. sample of water, using methyl orange as an indicator should not require more than 10 ml. of 0.1 normal HCl. The details of test shall be as given in IS:3025.

Permissible limits for solids when tested in accordance with IS-3025 shall not exceed the following:

Type of Solids	Permissible limit, max.
Organic	200 mg/l
Inorganic	3,000 mg/l
Sulphates (as SO ₄)	500 mg/l
Chlorides (as Cl)	1,000 mg/l
Suspended matter	2,000 mg/l

d. The pH value of water shall be not less than 6.

5.5 Reinforcement - The reinforcement shall conform to the following:

- a. All mild steel and medium tensile steel bars shall conform to IS -432.
- b. All hot rolled deformed bars shall conform to IS-1139
- c. All cold twisted bars shall conform to IS-1786.

All reinforcement shall be free from loose mill scales, loose rust and coats of paints, oil, mud or other coatings.

6. EXECUTION

Preparation - All substrate's shall be clean and free of dust, plaster, oil paint, grease, corrosion deposits and any other deleterious substances. Excess laitance shall be removed by mechanical means. All surfaces so treated shall be thoroughly washed with clean water.

Any steel in repair area shall be exposed and cleaned to remove all loose scales and corrosion deposits and then coated with one coat of approved Rust Passivator and two coats of polymer modified cement slurry as rust preventor.

Additional steel, wherever required, in the form of R/F bars or welded wire mesh be properly secured to substrate.

6.2 Priming - Immediately before priming the concrete substrate shall be thoroughly dampened with water with any excess being brushed off. Bonding slurry shall be prepared and applied into the substrata. Care should be

taken to avoid puddling of emulsion. The repair mortar shall be applied while the primer is still tacky. Slurry proportion shall be as per description in Bill of quantity/ as directed.

Mix Design-

a) For P.M.M. (Polymer 20% by weight of Cement) i.e. (1:5:15)

Cement :50 kgs.

Quartz Sand/Zone 2 River sand : 150 kgs.

Latex Emulsion : 10 Kgs.

Water: Add sufficient to give required consistency

b) For P.M.M. (Polymer 5% by weight of Cement) i.e. (1:20:60)

Cement :50 kgs.

Quartz Sand/Zone 2 River sand : 150 kgs.

Latex Emulsion : 2.5 Kgs.

Water: Add sufficient to give required consistency

6.4 Application - Surfaces shall be thoroughly prepared as previously recommended.

All sharp edges shall be rounded off. All surfaces shall be primed including edges using approved polymer modified cementitious slurry in required proportions.

All applications shall be wet on wet. The primer shall not be allowed to dry. Water contents shall be kept to minimum necessary. All aggregates shall be clean and dry. All mortars shall be thoroughly cured for one day, and shall not be retempered after initial set. Under no circumstances the thickness of P.M.M. in a specific layer should exceed then that recommended by the manufacturer. In case larger thickness of P.M.M. are required to be applied than, adequate bond coat in between 2 layers of specific thickness shall be applied as per the manufacturer's specifications and consultants instructions.

CLEANING:

All tools shall be washed with clean water immediately after use.

SPECIFICATION FOR BRICK MASONRY WORK

1.0 MATERIALS:

a) Bricks shall conform to the relevant Indian Standards. They shall be sound, hard, homogeneous in texture, well burnt, table moulded, deep red, cherry or copper coloured, of regular shape and size and shall have sharp and square edges and parallel faces. They shall not absorb water more than 1/6th of their weight when soaked in water for more than 24 hours. Bricks shall have a minimum crushing strength of 50 kg/Sq cm unless otherwise noted in the drawings. The classes and quality of bricks shall be as laid down in IS: 3102 and their sizes as per IS: 1077. If demanded, brick samples may be got tested as per IS: 3495.

b) Mortar for brick masonry shall be prepared as per IS: 2250. The sand shall be free from clay, shale, loam, alkali and organic matter. If required the sand shall be washed till it is free of any contamination. The mortar once prepared shall be used within 45 minutes of mixing. Mortar left unused in the specified period shall be rejected.

c) All bricks shall be thoroughly soaked in clean water for at least one hour immediately before being laid. Brick work 230 mm and over shall be laid in English Bond unless otherwise specified. 115 mm brick work shall be laid with R.C.C. Patlis/stretchers as instructed by the

Consultant. Brick shall be laid with frogs uppermost. All brickwork shall be plumb, square and true to dimension shown, vertical joints in alternate courses shall come directly one over the other and be in line. Horizontal courses shall be levelled. Cement, sand and water shall be as described in “Specification for Reinforced Cement Concrete”.

2. WORKMANSHIP:

The whole of the brickwork shall be built in plumb and in such bond as the Consultant may direct, and shall be carried out in a thoroughly workmanlike manner and to the entire satisfaction of the Consultant. Brick on edge layers shall be provided where directed.

A good bond shall be preserved throughout the work both laterally and transversely. Each course shall be kept perfectly horizontal and in plumb. The bricks shall be laid with the frogs facing upwards. The vertical joints shall break joint with course below and above and under in alternate course to prevent the necessity of bats. The joints shall not exceed 10 mm in thickness and shall be full of mortar, close, well finished and neatly struck. The work shall be kept wet while in progress to the entire satisfaction of the Consultant till the mortar is properly set. On Sundays and other holidays when the work is stopped the top of all unfinished masonry shall be kept flooded with water and labourers shall be employed for the purpose. The Consultant shall be at liberty to water the work at the contractors expenses should the contractor fail to do so to the Consultant’s satisfaction,

As a rule the whole of the masonry work shall be carried out at one uniform level throughout but where breaks are unavoidable, the joint shall be made in good long steps so as to prevent cracks arising between the new and old work. All junctions of walls shall be formed at the time the walls are being built and cross walls shall be carefully bonded into a depth of at least 20mm before the mortar has set.

GENERAL SPECIFICATIONS FOR PLASTERING WORKS

(A) SPECIFICATION FOR SAND FACED PLASTER.

1. MATERIALS:

Cement, sand, water and admixture shall comply with the respective provisions a mentioned in IS : 8112, IS : 383,IS: 456 & IS: 9103.

2. MIX PROPORTIONS:

The water cement ratio shall be within the range of 0.4 to 0.5. The proportion of cement and sand shall be in the required as specified.

3. SURFACE PREPARATION

The joints shall be raked out properly and dust and loose mortar shall be brushed out. Efflorescence, if any shall be removed by brushing out and scrapping. The surface shall then be thoroughly washed with water, cleaned and kept wet before plastering is commenced.

4.0 GENERAL

All corners, angles, arises and junctions shall be truly vertical and horizontal as the case may be and shall be carefully finished. Rounding or chamfering corners, arises angles etc. Where required shall be done without any extra cost. Such rounding or chamfering shall be carried out with proper templates to the size required.

In suspending work at the end of the day, the plaster shall be left, cut clean to line both horizontally aid vertically, when recommencing the plaster, the edge of the old work shall be scraped, cleaned aid wetted with water before plaster is applied to the adjacent area. Plastering work shall be closed at the end of the day on the body of the wall and not nearer than 150mm to any corners or arises. It shall not be closed on the body of features like bands, cornices etc. and nor at the corners. Horizontal joints in plaster work shall not also occur on parapet top and copings. The joint of first and second coat of plaster should not fall at the same location.

The thickness of the plaster specified shall be measured exclusive of the thickness of tie key i.e grooves, or open joints in the masonry. The average thickness of plaster shall not be less than the specified thickness. The minimum thickness over any portion of the surface shall not be less than specified thickness by wore than 3mm. As this being a repair project, at some places plaster may have to be done in 3 coats due to more thickness but nothing extra shall be paid for that.

The curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered. The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expenses by such means as the Engineer may approve. The dates on which plastering is done shall be legibly marked on the various sections plastered to help watching of curing period.

For plastering work, double scaffolding having two sets of vertical supports shall be provided so that scaffolding is independent of walls. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it.

5. APPLICATION OF PLASTER

Plaster shall be applied in two coats namely, 12mm under coat and 8mm finishing coat. Ceiling plaster shall be preferably completed before commencement of wall plaster. Plastering shall be started from top and work down towards floor. All holes in masonry shall be properly filled in advance of plastering.

5.1 12MM THICK UNDERCOAT

Before starting the actual plastering dhadas of 12mm thick and 150 x 150mm shall be applied horizontally and vertically, at not more than 2m intervals over entire surface to serve as gauges. The plaster shall be applied in a uniform surface slightly more than 12mm thick and then brought to a true surface, by working a wooden straight edge reaching across the gauges, with small upwards and sideways movements at a time. The surface shall be left rough and furrowed 2mm deep with scratching tool diagonally both ways, to form key for finishing coat. The surface shall be kept wet till finishing coat is applied.

Cement Mortar

Mortar for undercoat shall be one cement + four sand (1:4) by volume.

5.2 8MM FINISHING COAT

The finishing coat shall be applied after the undercoat has sufficiently set but not dried and in any case within 48 hours. Sand to be used for second coat shall be sieved. Sand passing through 3mm sieve shall be taken for the second coat. The sand shall be of uniform in size so that when sieved through a sieve of 50 mesh not more than 10% shall pass through. The second coat shall be struck uniformly over the first coat and firmly pressed and levelled using a batten. The surface then shall be firmly trowelled and sponge floated to remove excess moisture and bring the sand to the surface. The surface thus prepared shall be uniformly roughened for texture, by running a fine wire brush lightly over the surface if necessary.

Cement Mortar

Mortar to be used for this coat shall be 1 cement + 3 sand by volume.

The surface of plaster shall be kept wet for at least 7 days and shall be protected from sun.

(B) LOOSE POCKET REPAIRS (PATCH WORK REPLASTERING)

Before starting loose pocket repairs in plaster, the same must be assessed carefully jointly with the representative of consultants and the area must be clearly marked in proper shape of either square or rectangular. The area thus marked shall be carefully removed by first cutting the edges with sawcutter and subsequently removing the loose damaged plaster by chisel and hammer.

After removing the loose plaster the exposed surface must be cleaned with running water. A liberal bond coat must be applied on the edges before starting the sand faced plaster work in two coats. as mentioned above. The bond coat must be applied on the edges while doing 2nd coat of plaster also.

(C) 15mm NEERU PLASTER

This plaster shall be applied in two coats namely, first undercoat of 12mm and second finishing coat of 3mm.

a. 12MM UNDERCOAT

Surface preparation and application curing shall be same as that for the undercoat of sand faced plaster and the cement mortar shall be one of cement + four of sand (1:4) by volume.

b. 3MM FINISHING COAT

This coat shall consist of neat chunam paste (Neeru). Finely chopped jute shall be added to this paste at the rate of 4 kg per cum. of paste. The second coat shall be applied immediately after the first coat has obtained the initial set (about 4 hours). The second coat shall be well trowelled into the first coat. Trowel marks shall be removed and the surface made plain, even and level. The surface then shall be cured for 7 days. The curing shall commence after an initial period for which the surface is allowed to shed its excess moisture.

(D) 12MM CEILING PLASTER

Surface preparation, application and curing shall be as outlined for Neeru plaster except that undercoat shall be of 9mm thick and finishing coat of 3mm.

MODE OF MEASUREMENT

1.0 Measurement for plastering shall be based on sqft. of plastered area.

2.0 The rate for plastering shall include the cost of providing drip molds, bands scaffolding, swing etc. needed for the work with material and labour all complete.

3.0 Neither deduction shall be made for opening or ends of beams, post, steps etc. nor addition shall be made for jambs, soffits, sills upto 0.5sqm. In area.

For opening area between 0.5 sqm and 3.0sqm. each, deduction shall be made at 50% of the opening area and no payment shall be made for jambs, soffits and sills.

For openings of area more than 3.0sqm, deduction shall be made for full area of openings and area of jambs, soffits and sills shall be measured. In measuring jambs, soffits and sills deductions shall not be made for the area in contact with the frame of doors, windows etc.

SPECIFICATION FOR CEMENTICIOUS GROUT

1. MATERIALS:

1.1 Cement - 43 grade Portland Cement conforming to IS:8112.

1.2 Water - Water used for grout shall conform to the requirements of IS:456.

1.3 Additive - CONBEX-100 manufactured by FOSROC or equivalent.

2. PREPARATIONS:

Suitable holes shall be drilled in concrete surfaces and 12mm dia.. grouting nipples shall be inserted at 100mm c/c and 30 to 40mm deep. In case of cracks, the nipples shall be inserted along crack lines, after making "V" grooves by means of suitable chisels. The grooves shall be made dust free by thorough washing and drying. The distance between injection nipples along crack lines shall be sealed with epoxy putty. The grout holes shall be flushed with water prior to application of grout to prewet the structure. However, the substrate so wetted shall just be moist and there shall not be standing or free water present.

3. MIXING OF GROUT & INJECTING:

The grout shall be mixed in following proportions.

Cement 50 kg.

CONBEX 100 225 gms.

Conbex-100 additive shall be premixed with dry cement which shall be then gradually added to the water and mixed for 3-5 minutes until thorough dispersion is achieved.

After mixing all grout shall be passed through a 5mm sieve to remove lumps. The grout shall be pumped using 2-3 kg/cm² pressure, in a continuous fashion. All nipples shall be cut flush and sealed after the grout has hardened.

4. PRECAUTIONS:

All eye contaminations shall be avoided. In case of eye contaminations, the eyes shall be thoroughly washed immediately with plenty of water and medical advice shall sought.

SPECIFICATION FOR WATERPROOFING WITH POLYMER MODIFIED CEMENT SLURRY
GENERAL:

The polymer modified cement slurry shall be prepared at site adding 43 grade cement and polymer latex.

2. QUALITY ASSURANCE:

2.1 Labelling - Contractor shall clearly mark all containers with following information:-

- a) Name of Manufacturer
- b) Manufacturer's Product identification

2.2 Application Control - Contractor shall submit mixing application procedures for approval prior to use.

PRODUCT DELIVERY STORAGE AND HANDLING -

Delivery of Materials - Contractor shall deliver all materials in containers with labels legible and intact.

Storage of materials - Contractor shall arrange to store all materials at temperatures recommended by manufacturer.

Handling of materials - All materials shall be handled in a safe manner and in a way to avoid breaking containers.

PROJECT CONDITIONS

Environmental Requirements - Contractor shall comply with manufacturer's recommendations as to environmental conditions under which the polymer latex compound may be applied.

5. PRODUCTS:

5.1 Cement - The cement used shall be 43 grade portland cement conforming to IS:8112.

5.2 Polymer Latex : Polymer modified cement slurry shall be prepared using approved brand (Polyalk WP) of Polymer Latex.

6. EXECUTION:

6.1 Preparation : All substrate shall be clean and free of dust, plaster, oil, paint, grease, corrosion deposits and any other deleterious substances. All surfaces so treated shall be thoroughly washed with clean water. Cracks other than hair line ones shall be widened, freed from loose particles and then filled with polymer mortar as directed. The surface shall be moistened about half an hour before application of slurry. A slurry consisting of one part by weight of approved polymer emulsion and 1.5

parts by weight of cement shall be prepared to a lump free consistency. The slurry shall be brush applied to the damp surface taking care to prepare as much slurry as can be utilised within 30 minutes. After the first coat has dried, a second coat shall be applied at right angles to first one. After allowing for 24 hours, the top coat shall be wet cured for 3 days. In case of 3 coats, the third coat shall be applied after 2nd coat has dried. The third coat shall be wet cured after 24 hours of application for 3 days.

7. **CLEANING:**

7.1 *All tools shall be washed with clean water immediately after use. Recommended Polymer Latex Products Polyalk WP by Sunanda Speciality Coatings Pvt. Ltd.*

SPECIFICATION FOR BRICK BAT COBA WATER PROOFING TREATMENT

1. MATERIALS:

1.1 Cement, sand and water used shall be in conformity with the specifications for repairing concrete with polymer modified cement mortar mentioned else where in the tender.

1.2 Brick bats shall be prepared out of whole, sound, well burnt bricks free from cracks and impurities to the entire satisfaction of the Consultant.

2.0 GENERAL

Waterproofing treatment shall be as specified in the schedule of items over, chajjas , Canopies with or without cutouts, openings, inverted beams, ducts, vents, pipelines etc. All proprietary material shall be laid to manufacturer's specifications and proportions but in no case less than the specifications and proportions as detailed in the following paragraphs.

Removal of existing waterproofing treatment

All existing waterproofing layers will be removed by the contractor using a well sharpened chisel and hammer. The hammer shall be used in the manner and directions of the consultant. In no case the hammer shall be impacted directly over the slab. Chisel is to be used only in slanting manner so as to ensure that the chisel does penetrate the RCC Slab below. Any damages to the slab due to such non compliance/negligence on the contractors part shall be made good using proper shuttering, steel ,polymer and concrete as per the consultants direction at no extra cost.

It shall be allowed to cure for 7 days before further work is undertaken.

Surface Preparation

The RCC and other surface should be cleaned off all foreign materials such as loose mortars, concrete, local humps, bare metal pieces and other unwanted materials. The surface to be treated shall be hacked with tacha to remove loose mortar scaling and roughened. The surface should be rubbed vigorously to remove all dust with the help of wire brush/brooms. The surface should be cleaned to have proper bond with the waterproofing treatment to be laid.

The surface thus prepared shall then be washed with clean potable water before laying the waterproofing treatment. The construction joints, cracks, honey combing, if any, should be located and should be treated with waterproofing compound, injection, grouting etc. to seal off the cracks, air holes, honey combing, etc. to the entire satisfaction of the Engineer or his authorised representative. The terrace is then subjected to terrace method of waterproofing treatment as per manufacturer's specifications.

3. Workmanship:

3.1 Surface over which brick bats is to be laid, shall be thoroughly cleaned with water. 25mm thick layer of cement mortar 1:4 with approved waterproofing compound at 1 kg/bag as base material shall first be laid. Over this base material brick bats of required sizes shall be laid to proper levels and slope not flatter than 1:100, partly embedded and the interstices shall be

filled with cement mortar 1 :4 with waterproofing compound at 1kg/ bag.The brick bat coba so laid should be allowed to set for at least for 3 to 7 days as instructed by the consultant and kept under water.Any seepage/dampness noticed on the underside of ceilings should be treated again as described above.

The finishing layer shall be finished with 20mm thick cement plaster layer in cement mortar 1:3 with waterproofing compound at 1kg/bag to the desired slope and level.The layer so laid should be jointless and trowelled vigourosly till it becomes hard. Suitable parabolic wattas at the junction of wall and floors upto a ht. of 300mm or as directed shall be provided. The top layer of waterproofing treatment shall finished ‘with false marking if required.

3.2 Curing : *Wet curing shall be done at two stages. Once for 3 days when brick bats are embedded in base mortar and second time for 7 days after interstices are filled up and top layer of cement mortar is applied.Any defects noticed during such times shall be attended to immediately to the entire satisfaction of the Consultant.*

4. Cleaning:

All tools shall be cleaned immediately after use cleaned with clean water.

5. Guarantee:

The Contractor shall issue to the client a performance guarantee certificate for 5 years period in the format suggested by the consultant for water tightness of the treatment from the date of completion.

Specifications for repairing concrete with cement mortar/concrete trowelling

1. Materials

1.1 Cement:

The cement used shall be ordinary Portland Cement confirming to IS:269.

1.2 Aggregates:

1.2.1 Sand for mortar shall comply with the requirements given in IS:383 and graded evenly from fine to coarse as per zone II and zone III grading of IS: 383

Sand failing to satisfy these gradings may, however be used if permitted by engineer.

1.2.2 Coarse aggregate when used shall comply with the requirements of IS:383. It shall generally confirm to following grading.

GRADING OF COARSE AGGREGATE

IS Sieve mm	Percentage Passing by Mass
12.5	100
10	85-100
4.75	10-30
2.36	0-10
1.18	0-5

All oversize pieces shall be rejected by screening.

1.2.3 Gradation of combined coarse and fine aggregate mixture where used for repair work shall be generally between following limits.

IS Sieve mm	Percentage Passing by Weight
12.5	100
10	95-100
4.75	72-85
2.36	52-73
1.18	36-55
600 microns	28-38
300 microns	7-20
150 microns	0-8

1.3 Water:

Water used for cement mortar/ concrete trowelling shall conform to the requirements of IS:456.

1.4 Admixture:

Admixtures may be used by the contractor with the approval of engineer. The Admixture shall conform to IS: 9103.

Mix design

The mortar/concrete mix required shall be developed by laboratory tests and field trials. The laboratory trial mixes shall contain the same ingredients and raw materials that are earmarked for use on the job. The water cement ratio for mortar/ concrete shall be within the range of 0.4 to 0.5 by mass, minimum cement content shall be 400kg /cu.m of mix and 28 days target strength shall be so designed so as to obtain a 28 days characteristic strength of 25N/mm² during actual work.

3. Application of mortar/concrete

3.1 Preparation of surface:

A good base or foundation shall be prepared for successful application of mortar/ concrete.

3.1.1 All unsound / weak concrete material shall first removed by the contractor upto the required depth as directed by engineer. Chipping shall continue until there are no offsets in the cavity which will cause an abrupt change in the thickness of repaired surface. No square shoulders shall be at the perimeter of the cavity, all edges shall tapered. The final cube surface shall be critically examined to make sure that it is sound and properly shaped.

3.1.2 After it has been ensured that the surface which mortar/ concrete is to be bonded, is sound, it shall be cleaned off all loose and foreign material by means of sand blasting or stiff wire brushing as instructed by engineer. All dust and loose particles resulting from such pre-treatments shall be removed by oil free air blast.

3.2 Bonding slurry and application:

The contractor shall wet down the surfaces ensuring that they are saturated but free of surface water. A bonding slurry shall be prepared by mixing thoroughly 2 parts of cement to 1 part of water to a lump-free consistency.

3.3 Application of cement mortar / concrete:

Cement shall be properly mixed with the aggregates and water.

The mixing shall be carried out in efficient concrete mixer. However, the engineer may allow hand mixing in case total weight of mix per batch is less than 50 kgs. In case of hand mixing 10% additional cement shall be mixed by the contractor.

The mixer shall be charged with the required quantity of coarse aggregate (where used), fine aggregates, cement and premixing shall be carried out for approximately half a minute. Required quantity of water shall then be added and further mixing shall be carried out for 1 to 1-1/2 minutes to obtain working consistency. Care shall be taken to avoid excessive water.

Rendering cement mortar/ concrete shall be done after applying bonding polymer to the prepared surface while the bonding coat is still tacky. After application of mortar/ concrete the surface shall be closed using a wooden float and steel trowel giving it a smooth finish.

3.4 Curing

Cement mortar/ concrete trowelled surfaces shall be kept continuously wet for at least 7 days.

3.5 Inspection and quality control

The mortar/ concrete application work shall be continuously inspected by a qualified supervisor who shall check materials, application of mortar/ concrete, stoppage of work during low and high temperatures (working temperature range being 10⁰C to 38⁰C) and high winds etc. Each completed work of cement mortar/ concrete shall be systematically sounded with a hammer to check for drummy areas after hardening.

In all suspect areas, the contractor at the instruction of engineer dismantle the work and re do the same after reparing the surfaces by chipping off mortar/ concrete work and abrading the bonding slurry interface.

In addition mortar / concrete cubes prepared by filling 15cm cube moulds shall also be used for day to day quality control tests. The frequency of testing shall be as per IS:456. The mortar/ concrete shall be deemed to comply with the strength requirements if the test results satisfy the acceptance criteria as per IS:456.

GENERAL SPECIFICATIONS FOR WATER SUPPLY, DRAINAGE & SANITARY FITTINGS

GENERAL

All pipes and sanitary fixtures and fittings shall be of good quality, free from blisters, cracks, crazings and such defects. They shall be required sizes and conforming to relevant I.S. codes. Measurement shall be taken in as laid condition and the rates shall be inclusive of all fittings, junctions, bends, Ys Ts, caulking where required, bolts, threading, labour, tools, complete.

All pipes, fittings and appliances shall be thoroughly cleaned before fixing and care should be taken to see that no extraneous material gets into them during fixing. All items required for ensuring leak proof joining and efficient functioning of the pipe and appliances shall be carried out without extra claims. All these works shall be carried out by an experienced and/or licensed plumber to the entire satisfaction of local laws and the Engineer. All cement joints shall be cured for seven days. All holes made in walls shall be made good with no extra claims.

The pipes before being laid shall be thoroughly cleaned specially the inside of pipes if required. Socket ends of pipes shall always face upstream of effluent flow. The drains shall run in perfect straight lines between manholes. The trenches shall not be filled in until the joints have been tested and alignment of drains and connections into and from the manhole and their positions have been examined and certified by the Engineer, if required. The whole of sanitary work comprising provision of drainage and water supply arrangements including sanitary at water fittings and fixtures complete in all respects shall be carried out in accordance with the rules and regulations of the local

authority through the agency of a licensed plumber. If required, the Contractor shall have to get all materials brought on site for incorporation in the work, approved by the local authority at his own expense. Wherever practicable all the main drains shall be commenced at the point of the outfall, the necessary junctions for the branch drains to be inserted as the work proceeds until the mains are completed. The branch drains shall then be commenced at the point of the junction with the main drain. The whole of the drain pipe shall be accurately laid and butted closely together at the joints, where stoneware concrete drains are laid. Special care shall be taken that cement etc. is neatly out of the pipes by drawing a closely fitted wad through them as the work proceeds.

a)G. I. Pipes :
Materials

The galvanised iron pipes shall be of the type and diameter specified and comply with IS: 1239, 1973. Unless otherwise specified heavy type (C Class) galvanised iron pipes shall be used. Fine hemp, linseed oil, clamps, screws and galvanised iron fittings shall be covered in the rates.

The pipes shall be secured clear of the wall surface by means of MS. holder bats. All control valves, bib cocks, stop cocks, ball valves shall be of the best approved quality procurable of heavy cast drawn brass.

Laying and Fixing.

Where pipes have to be cut or re threaded, ends shall be carefully filed out so that no obstruction to bore is offered. In joining the pipes, the inside of the socket and the screwed ends of the pipe shall be rubbed over with white zinc and few turns of hemp yarn wrapped round the screwed end of the pipe which shall then be screwed home in the socket with a pipe wrench. Care must be taken that all pipes and fittings are kept at all times free from dust and dirt during fixing.

Internal Work:

For internal work, G.I. pipes and fittings out side the walls shall be fixed by means of standard batten holder (guttis) and clamp keeping the pipe clear off the wall by 15mm. Wherever directed by the Engineer-in-charge chasing of walls shall be done to embed pipes. All pipes and fittings shall be fixed truly vertical and horizontal or as directed by Engineer-in-charge. All embedded water pipes shall be wrapped in bituminous coated tape.

Testing.

All G.I. pipes and fittings shall be tested to a pressure of 10 kg/sqcm for 2 hours to ensure that pipes have proper threads and jointings (which shall be sealed with white zinc and hemp). All leaking joints shall be made leak proof by tightening or redoing at contractors expense.

b)C. I. Pipes:

The cast iron pipes shall conform to IS : 1536, 1967 IS: 1537, 1960. All fittings shall conform to IS : 1538 - 1969.

The socket shall be inlet end for soil or waste pipes. In vent pipes the socket shall face up. The spigot shall be carefully centered in the socket using laps of spun hemp yarn twisted into ropes of uniform thickness thoroughly soaked in hot coal tar bitumen and dried before use. The hemp rope shall be well caulked into the back of the socket to leave sufficient depth for lead or cement mortar with fillet as the case may be. The exposed pipes shall be coated with one coat of red lead and two coats of good anticorrosive oil paint of approved shade.

c)A. C. Pipes :

Asbestos cement pipes shall conform to IS: 1626, 1960 for pipes fixed on walls and class I of IS:1592, 1970 for pipes laid under ground. All the fittings shall have cleaning eyes where they are necessary. The pipes shall be fixed on the walls using wall clips or holder bats as specified.

d)Salt Glazed Pipes :

These shall conform to IS:651, 1971. Jointing shall generally be done as per clause 5.6 of IS:1742, 1972. Spun yarn soaked in cement wash shall be passed round the spigot and then inserted into the socket. After caulking cement mortar 1.1 shall be pressed into the joints and finished at 45 degrees. The pipes shall be laid on an even bed of 1:4:8 cement concrete with perfect gradient.

GENERAL SPECIFICATIONS FOR PAINTING WORKS

1.0 GENERAL

The surfaces for painting covered under this specification broadly consists of the following

1. Structural Steel works
2. Steel Doors, Windows, Ventilators
3. Timber doors, Windows, Ventilators
4. Concrete and masonry Surfaces
5. Cast Iron Covers, Pipes, Gratings N'

2.0 WHITE WASHING WITH LIME

2.1 PREPARATION OF SURFACE

Before any work is white washed, the surface shall be thoroughly brushed free from mortar droppings and foreign matter.

PREPARATION OF LIME WASH

This shall be prepared from fresh stone white lime. The lime shall be thoroughly slaked, mixed and stirred with water to make a thin cream. This shall be allowed to stand for a period of 24 hours and then shall be screened. 40gm of gum dissolved in hot water shall be added to each 10 cubic decimeter of the cream. Indigo (Neel) 3gms per kg of lime dissolved in water, shall then be added and wash stirred well. Water at the rate of 5 litre per kg shall then be added to produce a Milky milky solution.

WHITE WASHING

The white wash shall be applied with distemper brush to the specified number of coats. Each coat shall be allowed to dry before the next one is applied. Further each coat shall be inspected and approved by the Engineer before the subsequent coat is applied.

Three or more coats shall be applied till the surface presents a smooth and uniform finish through which the plaster does not show.

3.0 COLOUR WASHING

In the case of colour washing, mineral colours, not affected by lime, shall be added to white wash. For new work, the priming coat shall be of white wash with lime or with whiting as specified. Three or more coats, shall then be applied on the entire surface till it represents a smooth and uniform finish.

4.0 PAINTING PRIMING COAT ON WOOD OR IRON

4.1 MATERIALS

The priming coat for wood work, iron work or plastered surface shall be as specified in the description of the item. It shall be prepared at the site of work or ready-made primer of approved brand and manufacture shall be used.

4.2 PREPARATION OF SURFACE

4.2.1 WOOD WORK

The wood work to be painted shall be dry and free from moisture. The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well dusted. After the priming coat is applied, the holes and indentation on the surface shall be topped with glazier's putty or wood putty. Topping shall not be done before the priming coat is applied as the wood will absorb the oil in the topping and the later is therefore liable to crack.

4.2.2 IRON AND STEEL WORK

All rust and scales shall be removed by scraping or by brushing with steel wire brushes. All dust and dirt shall be thoroughly wiped away from the surface. The surface shall be dried before priming coat is undertaken

5.0 WATER PROOF CEMENT PAINT

5.1 MATERIALS

The waterproof cement paint shall be of approved brand and manufacture.

5.2 PREPARATION OF MIX

Waterproof cement paint shall be mixed as per manufacturer's instructions. Care shall be taken to add the waterproof cement paint gradually to the water and not vice versa.

5.3 APPLICATION

The solution shall be applied on the clean and wetted surface with brushes. The solution shall be kept well stirred during the period of application. The completed surface shall be watered after the days work. Three or more coats of waterproof cement paint as are found necessary shall be applied.

6.0 WATERPROOF ACRYLIC PAINT

6.1 MATERIALS

The waterproof Acrylic paint shall be of approved brand and manufacture.

6.2 PREPARTION OF MIX

Waterproof Acrylic paint shall be mixed as per manufacturer's instructions

6.3 APPLICATION

The solution shall be applied on the clean and dust free surface with brushes. All major cracks must be racked open and sealed with suitable sealant before starting the application of paints. The solution shall be kept well stirred during the period of application. Two coats of waterproof Acrylic paint must be applied.

7.0 OIL PAINT

7.1 MATERIALS

Paints, oils etc. of approved brand and manufacture shall be used. If for any reason, thinning is necessary in case of ready mixed paint, the brand of thinner recommended by the manufacturer or as instructed by the Engineer shall be used.

7.2 COMMENCING WORK

Painting shall not be started until the Engineer has inspected the items of work to be painted and approved the commencement of work.

8.0 PAINTING WITH SYNTHETIC ENAMEL PAINT

8.1 PAINT

Synthetic enamel paint of approved brand and manufacture and of the required shade shall be used for the top coat and undercoat of shade to match the top coat as recommended by the manufacturer shall be used. The surface preparation shall be as described earlier.

APPLICATION

8.2.1 UNDER COAT

One coat of the specified paint of shade shall be applied and allowed to dry, overnight. It shall be rubbed next day with the finest grade of abrasive paper.

8.2.2 Top coats of specified paints of the desired shade shall be applied after the under coat is thoroughly dry. Additional finishing coats shall be applied if found necessary to ensure proper, uniform glossy surface.

9.0 PAYMENT

The rate shall include the cost of the following

- Supply and mixing the paint as specified.
- Preparing the surfaces to be painted
- Providing and erecting necessary scaffolding if necessary and removing the same after the work is completed.
- Lifting the materials to any height
- Curing and protecting the painted surfaces.

9.2 To arrive at the net area of the painting, varnishing and polishing for the joinery, steelworks, etc. The coefficients given in the following table shall be used. The coefficients shall be applied in all cases to areas measured flat including frame.

GENERAL SPECIFICATIONS FOR ULTIMA PROTEK

1 SURFACE PREPARATION

Scrapping the surface to remove all loosely adhered particles followed by washing with plenty of water using wire brush and jet pressure washer so as to ensure thorough cleaning.

Providing and applying 2 coats of (Asian Paints SmartCare Crack Seal) flexible, glass fibre reinforced acrylic crack filler after widening cracks up to 3mm using scrapper blade or angle cutter. Prime the cracks using (Asian Paints Acrylic Exterior Wall Primer) before applying crack seal.

2 PRIMING

Providing and applying one coat of (Asian Paints Ultima Protek Base Coat) fibre reinforced liquid applied membrane having crack bridging ability up to 2.00 mm with topcoats without dilution . Also need to ensure forced coverage of 30-35 Sq.Ft/Ltr/Coat.

3 APPLICATIONS

Providing and applying two coats of (Asian Paints Ultima Protek TopCoat) Organo-Silicon, UV Cross linking emulsion having (advanced anti algal) high resistance to growth of algae, (DPUR) Superior resistance to dust and dirt accumulation, (colour stay) resistance to fading of colours, protection against bird dropping and longevity of water Proofing for 5 years and paint performance for 10 years so as to obtain an acceptable finish and ensuring coverage of 60 - 65 Sq.Ft/Ltr with 30-35% dilution with water.

EQUIVALENT PLAIN AREAS OF UNEVEN SURFACES

<u>Sr. No.</u>	<u>Description</u>	<u>Multiplying Coefficient</u>	<u>Remarks</u>
<u>1.</u>	<u>Wood Work Door & Windows</u>		
a	Panelled doors & panelled Windows	1.3	For Each
b	Flush doors	1.2	For Each
c	Part panelled & part glazed doors & windows	1.0	For Each
d	Fully glazed doors and windows	0.8	For Each
e	Fully venetioned or louvered windows	1.8	For Each
<u>2.</u>	<u>Steel work Doors & Windows</u>		
a	Plain sheeted steel doors & windows	1.1	For Each
b	Fully glazed steel doors & windows	0.5	For Each
c	Part panelled and part glazed doors & windows	0.8	For Each
d	Rolling shutter Top cover included	1.2	For Each
<u>3.</u>	<u>Handrailing pipes, pipes, pipe bends, etc</u>	1.0	For All over
<u>4.</u>	<u>Grating, chequered plates</u>	1.0	For All over
<u>5.</u>	<u>A.C. Sheetting</u>		
a	Corrugated A.C. Sheets and accessories	1.2	For each side
b	Semi-corrugated A.C. sheets	1.1	For each side
<u>6.</u>	<u>Concrete Surfaces Concrete jali work</u>	1.2	For each side

RECOMMENDED BRANDS OF PRINCIPAL CONSTRUCTION MATERIALS / CHEMICALS REQUIRED FOR THE REPAIR PROJECT

Unless otherwise approved the following brands of Construction materials/ Chemicals shall be used for these works:

NAME OF CHEMICAL	FOSROC	DR FIXIT (PEDILITE)	SUNANDA	MCON RASHAYAN
RUST REMOVAL	REEBAKLEN RR NITAZINC PRIMER	DR. FIXIT EPOXY ZINC PRIMER	RUSTICIDE –SS	MCON STEEL RR
PASSIVATOR COAT	NITOCOAT AP 35	PAGEL MS O2	POLY ALK FIXOPRIME	MCON STEEL ARP
BOND COAT	NITOBOND AR STD	DR. FIXIT PIDICRETE URP/MPB	POLY ALK –EP	MCON BOND URP
ACRYLIC BASED POLYMER	NITOBOND AR STD	DR. FIXIT PIDICRETE URP/MPB	POLY ALK –EP	MCON BOND APL
EPOXY RESIN + HARDENER	-----	-----	SUNEPOXY 358	MCON BOND EP
MICRO CONCRETE	RENDROC RGL	DR. FIXIT MICRO CONCRETE	POLYCRETE –A	MCON MICRO MORTAR
HACK FREE BONDING	NITOBOND AR STD	DR. FIXIT CONCRETE SUPERBOND	HACK AID PLAST	MCON SUPER HACK
GROUTING ADMIXTURE	CEBEX 112	DR. FIXIT PIDICRETE AM	SUNPLEX	MCON SUPER ADD
CRACK FILLING WORKS	RENDROC CS	DR. FIXIT CRACK –X POWDER	POLYFILL-AR	MCON CRACK FILLER
WATERPROOF ADMIXTURE (LIQUID)	CONPLAST WL	DR. FIXIT PIDIPROOF LW+	POLYTANCRETE-IWL	MCON LW
WATERPROOF-ING (POWDER/ LIQUID)	WP 90	DR. FIXIT KRYSTALIN E	POLYALK WP	MCON LWP

RECOMMENDED BRANDS:

ELASTOMERIC PAINT	ULTIMA PROTEK OF ASIAN PAINT/ BERGER PAINT
ACRYLIC EXTERIOR PAINT	ASIAN PAINT/ BERGER PAINT
ENAMEL PAINTS	ASIAN / BERGER PAINT
GREY CEMENT	L & T, AMBUJA, BIRLA, ACC.
WHITE CEMENT	BIRLA /J.K.
READY MIX PLASTER	ASIAN PAINTS / ULTRA TECH OR EQUIVALENT
READY MIX POLYMER MORTAR	FOSROC / SUNANDA /ASIAN PAINTS / ULTRA TECH OR EQUIVALENT

NOTE:- IF ALTERNATIVE MATERIALS ARE TO BE USED IT SHOULD BE ONLY AFTER OBTAINING PRIOR APPROVAL OF THE CONSULTANT/ SOC

TESTING OF MATERIALS

A chart showing the time and quantity scheduled for conducting tests on various building materials is given. Please ensure that tests are carried out according to the above guidelines. Contractor's rate shall include for necessary expenditure for testing including transport of samples of following tests as per IS provisions subject to provisions

No	Material	Test	Test Procedure	Minimum Quantity Consumed	Frequency
1	Sand	a) Silt Content	Field	20 Cum	20 Cum or part thereof
		b) Bulking	Field	20 Cum	--- Do ---
		c) Particle size distribution	Field	40 Cum	---Do-----
2	Stone	a) Soft and Deleterious	IS – 2336 Part – II	20 Cum.	As required.
		b) Particle size distribution	Field		Every 45 Cum part thereof for RC work. For rest of work as desired.
3	Cement Concrete or RCC	1) Slump	Field	10 Cum slab, beams and connected columns	Once a day or as desired.
		2) Cube Strength	Field / Laboratory		Every 10 Cum
4	Steel	a) Tensile Strength	IS – 1529 laboratory	05 tonnes	Every 05 tonnes or part.
		b) Bend Strength	---- Do ----		

Note : The Contractor will have to take necessary material tests other than above tests as per I.S. code for above material or for other than above materials, if required and as directed by the Owner.

TABLE – I

RECORD OF CEMENT RECEIVED / USED / BALANCE

No	Cement in stock (Bags)	Cement received	Total cement received (Bags)	Source from which received	Description of work where cement is used.	Number of cement bags consumed	Balance in stock	Signature of Contractor's and Bank's Engineer
1	2	3	4	5	6	7	8	9

TABLE – II

PROFORMA OF PAINT / CHEMICALS REGISTER

Name of Work :

Name of Contractor :

Agreement No. :

No	Source of receipt with Ref. to S.O. / Indent	Qty. received	Progressive total	Item of work of which issued with approx qty work done in case of paint only	Date of issued	Qty issued	Qty returned at the end of the day	Total issued	Delay balance at hand	Contractor initials	Site Engineers initials	Signature of Bank's / Architect
1	2	3	4	5	6	7	8	9	10	11	12	13

A register for bitumen if to be used, shall be maintained. The format will be similar to that for Cement.

TABLE – III

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of Work : _____ **Name of Article :** _____

Name of Contractor : _____ **Estimated Requirement :** _____

Agreement No. : _____ **Issue Rate :** _____

Date of Receipt	Received from issued to (with Ref. to SO / Indent)	Receipt	Issue	Balance	Initials of Contractor	Initials of Bank's / Architect's representative	Remarks
1	2	3	4	5	6	7	8

FORM OF GUARANTEE FOR TERRACE WATERPROOFING

Name of the Project :

Free Maintenance Guarantee –Terrace Waterproofing works :

By _____

We, Hereby guarantee that the surfaces treated by us for waterproofing in the above works, for M/s..... the Contractor, for the above works, shall remain entirely water tight. Should, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of ten years from the date of virtual completion of the work i.e. from to the same shall be rectified by us without any extra cost to the (Name of the Bank).

However, we shall not be responsible in any way if our work is tampered with or if the body of the structure is damaged due to sinking, cracking and /or by any other act of God beyond our control.

CHAPTER – VI

STATUTORY ANNEXURES

The following statutory requirements should be strictly complied with by the Contractor:

- [Code on Wages, 2019](#)
- [Industrial Relations Code, 2020](#)
- [Code on Social Security, 2020](#)
- [Occupational Safety, Health and Working Conditions Code, 2020](#)
- **Compensation:**

“In the event of any default by the Contractor, if GIC RE is required to pay any money or suffers any loss or liability, GIC RE shall recover the amount of compensation paid to victim(s) by GIC RE towards loss of life / partial/ permanent disability or for any other cause due to any accident or such other like cause whether attributable to the negligence of contractor, agency or firm or any of its employees or otherwise as detailed below:

- **Victim:** Any person who suffers permanent disablement or dies in an accident as defined below.
- **Accident:** Any death or partial or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the operation and works incidental thereto at GIC RE premises / offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at GIC RE Units / and premises / Project Sites.
- Notwithstanding and subject to the right of recovery/adjustment as stated above, the maximum Compensation which GIC Re may pay on behalf of the Contractor shall in respect of each of the victims, shall be as follows:
 - In the event of death or permanent disability resulting from Loss of both limbs:Rs.10,00,000/- (Rs. Ten Lakhs)
 - In the event of other permanent disability: Rs.7,00,000/- (Rs. Seven Lakhs)
 - In the event of partial disability: Rs. 3,00,000 /- (Rs. Three Lakhs)

Permanent Disablement: A disablement that is classified as a permanent total disablement under Section 2 (56) of the Code of Social Security, 2020.

It is hereby clarified that any amount of compensation paid by GIC Re shall be conclusive and binding on the Contractor and shall be recovered



Tender Document

**Name of Work:
Structural Repairs at Suraksha**

Period of Contract: 6 Months

PART – II – GENERAL CONDITIONS OF CONTRACT (GCC)

(Pages 01 – 56 including this cover page – GCC Only)

**भारतीय साधारण बीमा निगम
General Insurance Corporation of India**

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CHAPTER -1

1. In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires: -

DEFINITIONS:

- a) **The "Contract" means:** The set of documents comprising the tender and its acceptance, along with all referenced documents, including general and specific conditions to the contract. Together, these documents form a unified contract and are complementary to one another.
- b) **The "work" means:** The tasks outlined in the tender documents, specified in individual work orders issued periodically to the contractor by the Officer-In-Charge, including any additional items and obligations necessary for contract performance.
- c) **The "contractor" means:** The individual, firm, or company, whether incorporated or not, responsible for executing the work. This definition includes the legal representatives of individuals, the members of a firm or company, or their successors, and any permitted assigns.
- d) **"The Officer-In charge" means:** The official appointed by the Office Service Department to supervise or oversee the work, or a specific portion thereof.
- e) **"Approved" and "Directed" means:** Approval or directives issued by Office Service Department or their appointed representative for specific purposes.
- f) **"CORPORATION" (hereinafter referred to as GIC RE) shall mean:** The Board of Directors, Chairman, Executive Director, General Manager, or other Administrative Officer of the Company, including Office Service Department, ITMG and other departments, authorized to invite tenders and enter into contracts on behalf of the Company.
- g) **The "Contract sum" means:** The sum accepted or calculated as per the prices agreed upon in the tender, or the contract rates payable to the contractor for executing the work during the contract duration.
- h) **A "week" means:** Seven consecutive days, regardless of the number of hours worked each day within that week.
- i) **A "day" means:** A period of 24 hours, irrespective of the number of hours worked or not worked during that day.
- j) **A "working day" means:** Any day other than those recognized as holidays under the NEGOTIABLE INSTRUMENTS ACT. It includes the standard number of labour hours commonly acknowledged by reputable employers in the relevant trade district or as specified in GIC RE regulations.

- k) **In the case of Percentage rate contracts, "Contractor's Percentage" shall mean:** The uniform percentage tendered by the Contractor and accepted by the Accepting Officer. The term 'CONTRACT RATE' refers to the rates in the GIC RE's Schedule of Rate applicable as on the date, adjusted by the Contractor's percentage, if any.
- l) **'Emergency Works' means:** Urgent measures, as determined by the Officer-in-charge during the work progress, necessary to prevent accidents or failures and ensure security.
- m) **'Provisional Sum' or "Provisional Lump-sum" means:** A Lump-sum included by GIC RE in the tender documents, representing the estimated value of work for which detailed information is unavailable during the tender invitation.
- n) **'Provisional Items' means:** Items for which approximate quantities have been included in the tender documents due to unavailability of precise details.
- o) **'Day Work' means:** A task requiring labor with or without materials, which, in the Officer-in-charge's opinion, cannot be assessed using standard measurement methods. Payment for day work is based on actual labor and materials utilized for the specific task.
- p) **The 'Date of Contract' shall mean:** The specific date or dates on which the parties to the contract have signed the contract agreement, indicating their mutual acceptance and commitment to the terms outlined therein.
- q) **The 'Maintenance Period / Guarantee Period' means:** The term "Maintenance Period / Guarantee Period" as defined herein shall denote the duration throughout which the contractor shall be held accountable for ensuring the satisfactory performance of the work stipulated in the contract. This period encompasses the responsibility for the repair or replacement of any part of the work executed under the contract, as necessary to maintain the agreed-upon standards of quality and functionality.
- r) **The 'Cost' means:** The term "Cost" as used herein shall encompass any and all liabilities, expenditures, overhead costs, whether incurred on-site or off-site, by GIC RE. The contractor is hereby obligated to thoroughly examine all provided documents to their complete satisfaction.

In the event that the contractor has any uncertainties regarding the content or specifications outlined in the contract documents, it is incumbent upon them to seek detailed information and clarification from the Company before formalizing the contract through signing. Failure to do so shall not absolve the contractor of their responsibilities and obligations outlined in the contract.

2. Commencement of Contract:

The contract shall be considered effective from the date of the Letter of Intent, unless otherwise specified in the Letter of Intent. In the absence of the executed contract agreement, the Letter of Intent, when read together with the tender documents, shall constitute a legally binding contract between the parties involved.

CHAPTER - II

SCOPE OF CONTRACT

3. Interpretation of Conditions:

The heading/title given to these conditions does not impact their interpretation or meaning. Each condition is to be understood independently and in accordance with its content, regardless of the heading provided.

4. Contract Documents:

- **Providing Copies:** Upon the Contractor's request, the Officer-in-charge is obligated to provide, free of cost, three copies of signed Drawings and one copy of the signed agreement.
- **Additional Copies:** If the Contractor requires extra copies of the agreement or drawings beyond the ones provided free of cost, these additional copies can be obtained by paying the specified cost.
- **Maintenance and Access:** The Contractor must maintain one copy of all Drawings and Specifications on the site. The Officer-in-charge or their representative shall have access to these documents at all reasonable times. It is strictly prohibited for the Contractor to use these documents for any purpose other than fulfilling the obligations of this contract.

5. Secrecy

The Contractor shall execute a Non-Disclosure Agreement with GIC Re for the entire Contract Period to maintain and protect the confidentiality of data and information. The Contractor shall treat data and information about the GIC Re, obtained in the execution of this Tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party. Confidentiality obligations of the bidder shall be strictly governed by the Non- Disclosure Agreement

Return of Classified Documents: All classified documents provided to the Contractor must be returned to the Officer-in-charge upon the completion of the works or in case of early termination of the Contract.

6. Compliance With Information Security Policy

The Contractor shall follow the Information Security Policy of GIC Re. In case the Contractor is found to be in violation of the said policy, GIC Re reserves the right to terminate the contract in addition to any other remedies for breach, injunctive relief, and indemnity as per the contract and the applicable laws.

7. Scope of the Contract:

- **Inclusions:** The Contract encompasses all labor, materials, tools, plant, equipment, and transport necessary for the preparation, execution, and full completion of the work.

- **Supplier Details:** Mention of specific suppliers' names in the Tender Documents is to ensure a particular standard of materials or workmanship. However, the Contractor can obtain the specified articles or materials from any approved firm, subject to written consent from the Officer-in-charge. **Discrepancies Resolution:** In case of discrepancies between Schedule 'A', specifications, and/or Drawings, the decision of the Accepting Officer prevails. If minor construction details, not mentioned in the specifications or Drawings but deemed necessary by the Accepting Officer for the satisfactory completion of the work, are required, the Contractor must provide them without additional cost.
- **Contractor's Responsibility:** The Contractor is responsible for assessing the site, local access facilities, and all factors influencing the execution and completion of the work. No additional charges will be permitted due to misunderstandings in these aspects or any other reasons.

8. Provisional Lump-Sums and Items

- **Deductions from Contract Sum:** The complete amount allocated to provisional lumpsums and the value assigned to each provisional item in the Tender Documents will be subtracted from the contract sum. The valuation of work carried out under these provisional items will be determined through measurement or valuation methods, similar to other deviations.
- **Commencement of Provisional Work:** Work under these provisional items should not commence without written instructions from the Officer-in-charge.
- **Limitations of Provisional Items:** The quantities or items marked as "Provisional" in the tender documents do not guarantee or restrict the amount or description of work to be undertaken by the Contractor. This applies both to the specific items and the overall project.
- **Contractor's Adjustments:** The Contractor is not authorized to increase or decrease the amount of the provisional lump-sums stated in the tender documents. These amounts remain fixed and unchanged throughout the contract duration.

9. Alterations, Additions, and Omissions:

- **Contractual Adherence:** The Contractor is strictly prohibited from making any alterations, additions, deviation, or omissions to the work outlined in the tender documents unless explicitly instructed in writing by the Officer-in-charge.
- **Confirmation of Deviations:** No deviation from the specified work in the tender documents will be considered valid unless confirmed and accepted in writing by the Competent Authority. Such acceptance must be formally incorporated into the contract.
- **Acceptable Variations:** The Competent Authority has the authority to introduce deviations, either as additions or deductions, from the specified work, provided that these changes do not increase or decrease the overall contract sum beyond the percentage stated in the tender documents.

- **Procedure for Deviations:** When the Competent Authority intends to make deviations, they must specify the nature of the changes, the lump-sum assessment, or the proposed payment basis, any additional time granted, and the revised completion date for the entire contract.
- **Contractor's Objection:** If the Contractor objects to any aspect of the order, they must communicate their objection in writing to the Officer-in-charge within seven days from the date of the order. The work should not be halted unless specifically instructed in writing by the Officer-in-charge.
- **Resolution of Disputes:** In cases where the Contractor and Officer-in-charge cannot reach an agreement regarding proposed deviations, the matter will be escalated to the Competent Authority, whose decision will be final, conclusive, and binding on the Contractor.

10. Time as the Essence of the Contract:

Priority of Time: Time is of the essence in this contract and is specifically outlined in the tender documents or individual Work Orders. This requirement is paramount and supersedes any other provisions, including those related to extensions of time and compensation for delays.

Time and Progress Chart: The Appointed Architect/Officer-in-charge and the Contractor must promptly agree upon a Time and Progress Chart soon after the contract is awarded or a substantial Work Order is issued, and before the commencement of work. This chart should directly correspond to the specified completion time in the tender documents or the Work Order for individual items and the contract or order as a whole.

Chart Details: The Time and Progress Chart should outline the forecasted dates for the initiation of various trade processes or stages of the work. It is a dynamic document and can be amended, as necessary, through mutual agreement between the Appointed Architect/Officer-in-charge and the Contractor. Any amendments must fall within the time limitations stipulated in the tender document or order.

11. Debarment from bidding

(i) A bidder shall be debarred from further bidding under the same or future procurements if he has been convicted of an offence—

a. under the Prevention of Corruption Act, 1988; or

b. the Bhartiya Nyaya Sanhita or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of GIC Re for a period not exceeding three years commencing from the date of debarment.

(iii) GIC Re may debar a bidder from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

12. Clarification of Bids and shortfall information/documents

During evaluation and comparison of bids, GIC Re may, at his discretion, ask the bidder for clarifications on the bid and /or shortfall information/documents. The request shall be given in writing by registered/speed post/email, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome, such bids will be rejected or considered further.

It is, however, clarified that no post-bid clarification at the initiative of the bidder shall be entertained.

13. Stores and Materials

- **Materials to be supplied by the Contractor:**

Contractor's Responsibility: The Contractor is obligated to provide all materials required for the work.

Compliance with Specifications: All materials provided by the Contractor must be brand new and meet the specifications outlined in the contract. If requested by the Officer-in-charge, the Contractor must furnish proof, to the satisfaction of the Officer-in-charge, demonstrating compliance with the specified standards.

Submission and Approval of Samples: The Contractor, at their own expense, must promptly supply samples of materials intended for use in the works to the Officer-in-charge. Within seven days of sample submission, or within an extended period specified in writing by the Officer-in-charge, the Officer-in-charge will inform the Contractor in writing whether the samples are approved. If samples are not approved, the Contractor must promptly provide fresh samples that adhere to the contract specifications.

Removal of Non-compliant Materials: The Officer-in-charge has the authority to require the removal of any materials brought to the site by the Contractor that are not brand new, do not meet the contract specifications, or do not match the approved samples. If the Contractor fails to remove rejected materials, the Officer-in-charge can arrange their removal at the Contractor's expense and risk. The Officer-in-charge can also demand proper materials to substitute rejected ones, and any costs incurred in this substitution process will be borne by the Contractor.

Taxation and Duties: All charges related to Octroi, terminal or sales tax, and other duties on materials obtained from any source will be the responsibility of the Contractor.

Testing of Materials: The Officer-in-charge has the right to conduct tests, as specified in the contract, on any materials supplied by the Contractor (excluding those for which satisfactory proof of compliance has been provided). The Contractor must provide all necessary facilities for such tests at their own expense.

- **Storage and Use of Materials:**

All materials necessary for the works, whether provided by the Contractor or supplied by GIC RE, must be stored only at locations approved by the Officer-in-charge. The Contractor is entirely responsible for the risk, cost, and safekeeping of these materials.

Officials associated with the contract have the right to inspect and examine any materials intended for use in the works. This inspection can occur at various locations, including the site, factories, workshops, or other places where materials are assembled, fabricated, or manufactured. The Contractor must provide all necessary facilities for such inspections.

Materials brought to the site cannot be removed without the prior written approval of the Officer-in-charge. However, upon the completion of the works and the full recovery of any advance payment for these materials, the Contractor must, at their own expense, promptly remove any surplus materials initially supplied by them. Upon removal, these surplus materials revert to and become the property of the Contractor.

If, during construction/reconstruction/repairs before the expiration of the MAINTENANCE PERIOD, the Officer-in-charge determines that the stores or materials provided by the Contractor are substandard, of inferior quality, or not in accordance with the Contract (a decision that is final and conclusive), the Contractor must, upon written demand from the Officer-in-charge, promptly remove the specified stores or materials. The Contractor must then provide proper and suitable replacements at their own expense, to the complete satisfaction of the Officer-in-charge. Failure to do so within the specified period in the Officer-in-charge's demand will empower the Officer-in-charge to replace the deficient stores or materials at the risk and expense of the Contractor. The Contractor's liability under this condition does not extend beyond the specified maintenance period unless the Officer-in-charge has previously notified the Contractor to replace the stores or materials.

14. Extension of Time for Delayed Work:

If, in the opinion of the Officer-in-charge, the work is delayed due to specific circumstances beyond the Contractor's reasonable control, including but not limited to:

- Abnormally bad weather,
- Serious loss or damage by fire,
- Civil commotion, local combination of workmen, strike, or lockout affecting trades employed on the work,
- Delay caused by GIC RE's agency or tradesman in executing work not part of this Contract, or,
- Any other cause beyond the Contractor's control, as determined by the Officer-in-charge (when acting as the Accepting Officer),
- The Contractor must promptly notify the Officer-in-charge in writing upon the occurrence of any such event causing delay. Regardless, the Contractor must use their best efforts to prevent or rectify the delay and comply with the Officer-in-charge's reasonable requirements to proceed with the work to the Officer-in-charge's satisfaction. Then the

Accepting Officer, based on the Officer-in-charge's recommendation or higher authority, may grant a fair and reasonable extension in the completion dates for individual items of work or the entire Contract. This extension, communicated in writing by the Officer-in-charge, will be final and binding on the Contractor.

No other claims for compensation or any other form of reimbursement are permissible in this regard.

15. Patent Rights

Indemnification for Patent or Design Infringement:

- The Contractor shall indemnify GIC RE, its agents, servants, and employees against any legal action, claim, or proceeding related to the infringement of patents or designs. This includes any alleged patent or design rights violation.
- The Contractor will be responsible for paying any royalties due concerning any article or part included in the Contractor's work.
- GIC RE will promptly inform the Contractor of any claims made or actions brought against them, allowing the Contractor to take necessary action. However, the indemnity payment does not apply if the infringement occurred while following specific directions issued by GIC RE. In such cases, the Contractor will still be liable for any royalties payable for the use.

16. Tax & Duties

- **Deductions for Tax, Duties, GST, and IT:**
 - GIC RE reserves the right to deduct all applicable taxes, duties, Goods and Services Tax (GST), and Income Tax (IT) at source from payments made to the Contractor. The deductions will be made in accordance with the prevailing tax laws and regulations.

17. Supply of Tools, Plant, and Equipment (T&P)

The Contractor is responsible for providing and procurement, at their own expense, all necessary tools, plant, and equipment required for the execution of the contract.

18. Assignment of Transfer of Contract

- **Assignment and Transfer Restrictions:**
 - The Contractor is expressly prohibited from assigning or transferring the contract, or any portion thereof, or any share or interest therein to any third party without obtaining specific prior written approval of GIC RE.

- No payment under the contract shall be made to any person other than the Contractor unless written approval for such assignment or transfer is obtained from GIC RE in advance.
- **Sub-Contract:**
 - Neither the contract hereunder nor any part thereof shall be sub-contracted or assigned by the Contractor without the specific written consent of GIC Re. In the event of a breach, the Corporation shall be at liberty to serve notice and rescind the contract along with forfeiting of the performance security deposit, if deem necessary, by the Corporation
 - **Sub-letting Prohibition:** The Contractor is strictly prohibited from sub-letting or parting with possession of any part of the contract premises or space allotted for execution of the contract without obtaining specific prior written approval from GIC RE. In the event of a breach, the Corporation shall be at liberty to serve notice and terminate the contract along with forfeiting the performance security deposit, if deem necessary, by the corporation.
 - GIC Re is not bound or liable to entertain any Sub-contractor, or Sub-lettee or any person claiming under or through them including through the Contractor unless approved and on terms specifically accepted in writing by GIC Re.

19. Compliance to Regulations and Bye-laws

Certainly, this section emphasizes the contractor's obligation to comply with legal requirements and local regulations.

- **Compliance with Statutes, Regulations, and Bye-laws:** The Contractor must adhere to all provisions of relevant statutes pertaining to the work, as well as regulations and bye-laws of any local authority.
- **Notice Obligation:** The Contractor is required to provide all necessary notices as mandated by statutes, regulations, or bye-laws.
- **Financial Responsibility:** The Contractor is obligated to pay all fees and taxes to any authority associated with the aforementioned legal requirements and regulations.

20. Integrity Pact

The successful bidder is required to enter into an Integrity Pact Agreement with GIC Re to be monitored by the INDEPENDENT EXTERNAL MONITORS (IEMS). IEMs would review independently and objectively whether and to what extent Bidders have complied with their obligations under the Integrity Pact. This project will be reviewed by following Independent External Monitors-

1. Shri Keshav Kumar, Retired IPS (kkips86gui@gmail.com).
2. Shri Bharat Prasad Singh, Retired IFoS (bps.arunabh@gmail.com).

The said Integrity Pact can be downloaded from the 'Media – Downloads – Policies and Guidelines' link on the website <https://www.gicre.in/> or can be use as per the **Annexure VII, Part III List of Annexures (Technical Bid Checklist)**. The Bidder should submit Integrity Pact Agreement signed by the authorized representative of Bidder with office

seal. The Agreement will be counter-signed for and on behalf of GIC Re after opening of the Pre-Qualification cum Technical Bid.

CHAPTER -III

PERFORMANCE OF THE CONTRACT

21. Performance Security deposit

- **Rate of Performance Security Deposit:** The security deposit (SD) will be 5% of the contract value.
- **Collection of Security Deposit:**
 - Before the commencement of work, full amount of the security deposit shall be deposited by the bidder.
- **Forms of Security Deposit:** The security deposit may at the sole option of GIC Re be furnished in any of the following forms:
 - Electronic fund transfer in favour of GIC RE,
 - Bank guarantee from Scheduled Commercial Banks,
- **EMD Conversion:**
 - The Earnest Money Deposit (EMD) of the successful tenderer may be converted and adjusted against the security deposit or the amount of the Bank Guarantee as per the discretion of the Corporation.
- **Release of Security Deposit:**
 - The security deposit shall be released to the Contractor as per the **Clause 62 Refund of Security Deposit.**
- **Interest and Liability:**
 - The security deposit shall not accrue any interest.
 - GIC RE will not be liable or responsible for any interest collection, renewal of documents, or any other matters related to securities accepted as part of the security deposit.

22. Orders Under the Contract

This clause outlines the communication procedures and obligations of the contractor.

- **Written Communication:** All orders, notices, and other forms of communication related to the contract must be in writing, either typewritten or printed.
- **Method of Service:** If these written communications are sent by registered post to the address provided by the contractor in the tender documents, they are considered officially served. The date of service is determined by when, in the ordinary course, the communication would have been delivered to the recipient.
- **Contractor's Obligation:** The contractor is obligated to promptly carry out all orders given to them.

23. Admission to Site

This clause outlines the site access, occupation, and security regulations.

- **Site Access and Occupation:** The contractor is not allowed to enter or take possession of the site without permission from the Appointed Architect/Officer-in-charge. The specific areas of the site allocated to the contractor will be clearly defined and marked on the site plan. Temporary access routes, if necessary, must be provided and maintained by the contractor. These routes should be cleared and restored to their original condition once they are no longer required.
- **Other Works at the Site:** The Appointed Architect/Officer-in-charge has the authority to execute additional works at the site, even if they are not directly related to the original contract. The contractor is required to provide reasonable facilities for such additional works.
- **GIC RE's Right to Take Over Site Portions:** GIC RE reserves the right to take over any portion of the site as needed at any time without assigning any reason. The contractor is responsible for clearing such portions at their own expense.
- **Photographs and Site Entry:** No photographs of the site or the work can be taken, published, or circulated without the prior approval of the Officer-in-charge. GIC RE officials connected with the contract have the right to enter the site at any time. The Appointed Architect/Officer-in-charge can exclude any person from the site if their admission is considered undesirable.
- **Compliance with Security Regulations:** The contract must adhere to the security regulations of GIC RE, including entry and exit timings. Failure to comply with these regulations will not result in additional payments to the contractor.

24. Contractor's Supervision

This clause specifies the roles and responsibilities related to supervision and communication between the contractor, their appointed agent, and the Competent Authority (From GIC RE's end).

- **Supervision of the Contract:** The contractor is responsible for supervising the execution of the contract. This can be done either by the contractor personally or by appointing a competent agent. The agent must be acceptable to the Competent Authority, ensuring that the person supervising the work is qualified and competent.
- **Authority of Contractor's Agent:** Orders given to the contractor's agent are legally binding and hold the same authority as if they were given directly to the contractor. This means that the agent has the authority to act on behalf of the contractor in matters related to the contract.
- **Attendance and Instructions:** The contractor or the accredited agent must be available to attend meetings and receive instructions from the Competent Authority or the Officer-in-Charge when required. This attendance is mandatory and cannot be claimed as additional compensation by the contractor.

- **Competent Authority:** The Competent Authority has the authority to require the contractor to cease employing any agent, servant, or employee if their continued employment is deemed undesirable. The contractor is not entitled to any compensation in such cases.

25. Labour Laws

This clause places the responsibility on the contractor to ensure timely and proper payment of wages and other benefits to their employees, in accordance with several labour laws and acts in India such as mentioned below, which will include any other enactment and modification or re-enactment and amendments thereto from time to time:

- Code on Wages, 2019,
- Code on Social Security, 2020,
- Occupational Safety, Health and Working Conditions Code, 2020,
- Industrial Relations Code, 2020
- Compliance with other Applicable Laws.

26. Safety Rules

This clause emphasizes the importance of safety compliance on the construction site.

- **Compliance with Safety Rules:** The contractor is obligated to adhere to all safety regulations and guidelines set forth by GIC RE and also any other safety protocols and safety standards as may prevailing as per prudent industry practice. This includes following established safety protocols, procedures, and rules to ensure a safe working environment for all personnel involved in the construction project.
- **Deployment of Safety Officer:** The contractor is required to employ a qualified safety officer who will be present full-time at the construction site. This safety officer's role is to oversee and enforce safety measures, conduct safety inspections, and ensure that all workers are following safety protocols.

27. Water, Power, Compressor Air

This clause outlines the responsibilities of the contractor concerning the provision of essential utilities, namely water, power, and compressed air, required for the construction work and the workforce.

- **Provision of Utilities:** The contractor is obligated to include in their tender and arrange at their own expense all necessary water, power, and compressed air required for the execution of the work. This includes providing all pipes, fittings, or other necessary means to ensure an adequate supply of these utilities for all work-related purposes.
- **Use of GIC RE Supply System:** If the tender documents specify that water, power, and compressed air will be provided by GIC RE with charges, the contractor must utilize the supply from GIC RE's system or other designated sources. The contractor is responsible for arranging the necessary infrastructure, such as lifting, pumping,

carrying, or conveying these utilities, at their own cost. Any charges imposed by GIC RE for these utilities will be borne by the contractor.

28. Temporary workshops, Stores Etc.,

This clause specifies the responsibilities of the contractor regarding the provision, maintenance, and removal of temporary structures on the construction site. Here's what this clause implies:

Provision and Maintenance: The contractor is required to provide, erect, and maintain all necessary temporary structures such as workshops and offices during the construction process. These temporary buildings are essential for the efficient execution of the work. The design and construction of these structures must be approved by the Appointed Architect/Officer-in-charge, ensuring they meet the necessary standards and specifications.

Cleanliness and Sanitation: The contractor is responsible for keeping these temporary buildings tidy, clean, and in a sanitary condition throughout the construction period. Maintaining hygiene and order within these temporary facilities is crucial for the smooth functioning of the construction site.

Site Restoration: Upon completion of the project, it is the contractor's responsibility to clear away all temporary buildings and structures. The site must be restored to its original condition, and all temporary facilities must be removed, leaving the site in a clean and tidy state. This restoration process should be done to the entire satisfaction of the Officer-in-charge, ensuring that the site is left in an orderly and presentable condition.

29. Tools and Plant on site

This clause outlines the rules regarding the removal of tools, plant, and equipment from the construction site.

- **Site Regulations:** Tools, plant, and equipment brought to the construction site by the contractor are not allowed to be removed from the site without the prior written approval of the Appointed Architect/Officer-in-charge.
- **Site Clearance:** Upon completion of the work or if the contract is terminated for reasons other than the contractor's default, the contractor is obligated to promptly remove all tools, plant, and equipment that they brought to the site. This rule does not apply to tools, plant, and equipment provided by GIC RE.
- **Responsibility:** The responsibility for removal lies entirely with the contractor. They must ensure that all their equipment is taken off-site in a timely manner once the project is completed or the contract is terminated.

30. Precautions Against Risks

This clause places the responsibility squarely on the contractor to take necessary precautions to prevent loss or damage, as well as minimize the extent of any such loss or damage. The contractor is expected to bear the associated costs, ensuring that adequate measures are in place to safeguard the project from various risks. These risks could include natural disasters, accidents, theft, vandalism, or any other unforeseen events that might cause harm to the construction site, materials, equipment, or personnel.

In practical terms, the contractor is obliged to:

- **Implement Precautionary Measures:** Take proactive steps to prevent potential risks. For instance, securing the construction site after working hours, installing security systems, or implementing safety protocols to prevent accidents.
- **Minimize Loss or Damage:** If any loss or damage occurs despite precautions, the contractor should take immediate steps to minimize its extent. This might involve swift responses to accidents, containing damage, and preventing its escalation.
- **Bear Associated Costs:** The contractor is financially responsible for the implementation of these precautionary and mitigation measures. This includes the costs of security systems, safety equipment, insurance premiums, and any other expenses related to risk management.
- Take steps to mitigate any loss or damages as may be occasioned thereby while carrying out the works.

31. Notices and Fees

This clause outlines the contractor's responsibilities regarding compliance with statutory provisions, regulations, and local bye-laws related to the construction project:

- **Notice Requirement:** The contractor is obligated to provide all notices as required by applicable statutory provisions, regulations, and local bye-laws. These notices are essential for ensuring legal compliance with various rules and regulations governing the construction activities.
- **Payment of Fees and Charges:** The contractor is responsible for paying all statutory fees and charges that are applicable under the relevant Acts, Regulations, and bye-laws. These fees are typically imposed by local authorities or regulatory bodies to cover the costs associated with the construction project.
- **Indemnification:** The contractor must indemnify GIC RE against any nonpayment of statutory fees and charges payable under the relevant Acts, Regulations, and bye-laws. Indemnification means that the contractor will compensate or reimburse GIC RE for any financial losses incurred due to non-compliance or any penalties imposed for non-payment of required fees.
- **Drawings and Plans:** The contractor is also required to create and supply all necessary drawings and plans that are demanded by the authorities in connection with

the statutory notices. These drawings and plans are essential for obtaining approvals and ensuring that the construction activities align with the legal requirements.

Failure to comply with these legal obligations could result in financial penalties and legal consequences for the contractor.

32. Setting out of the works and Protective and Maintaining signals and works

This clause outlines the responsibilities and obligations related to setting out the work and maintaining survey marks on the construction site:

- **Supply of Information:** The Appointed Architect/Officer-in-charge is responsible for supplying dimensioned drawings, levels, and any other necessary information to help the contractor accurately set out the work as specified in the contract.
- **Contractor's Responsibility:** It is the contractor's responsibility, at their own expense, to accurately set out all the work included in the contract, including any additional work, based on the provided information. The contractor is solely accountable for ensuring that the work is correctly executed according to the provided specifications.
- **Care of Survey Marks:** The contractor is responsible for the care and preservation of all survey marks, including benchmarks, pegs, signals, stones, and milestones that are used for checking the contractor's work or are permanent survey marks. The contractor must take necessary precautions and measures to maintain these marks in their true positions throughout the duration of the contract.
- **Replacement of Marks:** If any survey marks are accidentally disturbed or obliterated due to any cause, the Appointed Architect/Officer-in-charge may replace them if necessary. The cost of replacing these marks will be borne by the contractor, and the amount will be deducted from any payments due to the contractor.
- **Setting Out Assistance:** Upon the contractor's request, certain level marks, centre lines, and chain age pegs corresponding to those shown on the drawings will be pointed out to the contractor on the ground. However, any additional benchmarks or chain age pegs not indicated on the drawings will be set out by GIC RE authorities.

33. Site Drainage

This clause specifies the responsibility of the contractor regarding the management of water on the construction site:

Water Accumulation: If water accumulates on the construction site during the progress of the work or in trenches and excavations, the contractor is obligated to remove it.

Responsibility: The removal of accumulated water is the contractor's responsibility.

Officer-in-charge's Satisfaction: The process of removing water should be carried out to the entire satisfaction of the Officer-in-charge overseeing the project.

Expense: All expenses associated with the removal of water, including equipment, labor, and any other necessary resources, are to be borne by the contractor.

This clause ensures that the construction site remains safe and workable by requiring the prompt and effective removal of any accumulated water, preventing potential hazards or disruptions to the construction process.

34. Excavation, Relics, etc.

This clause specifies the ownership and handling of various materials found during excavations or construction:

- **Site Materials:** Any materials acquired through excavation on the site are the property of GIC RE. These materials must be disposed of according to the directions given by the Appointed Architect/Officer-in-charge. This ensures that any earth, rocks, or other substances dug up during construction remain under the ownership and control of GIC RE.
- **Valuables and Artifacts:** Any valuable items such as gold, silver, oil, minerals, precious stones, coins, treasures, relics, antiquities, or similar items discovered during construction or excavation are the property of GIC RE. The contractor must preserve these items to the satisfaction of GIC RE. Additionally, the contractor is responsible for delivering these valuables to the designated person or persons appointed by GIC RE to receive them.

35. Foundations

This clause establishes a crucial protocol in the construction process:

- **Approval Requirement for Excavations:** Before the Contractor proceeds with laying foundations, they must wait for the excavations (the process of digging up and removing earth) to be inspected and approved in writing by the Appointed Architect/Officer-in-charge.

36. Covering in work

This clause highlights the importance of transparency and accountability in the construction process:

- **Notification Requirement:** The Contractor is obligated to provide advance written notice to the Appointed Architect/Officer-in-charge whenever any work is going to be permanently covered up or concealed. This notice allows for proper inspection and measurement, ensuring that the work has been completed as per specifications and regulations.
- **Concealed Work Inspection:** If the Contractor fails to provide the necessary notice, and if deemed necessary by the Appointed Architect/Officer-in-charge, the Contractor may be required to uncover the concealed work at their own expense.

37. Approval of Works by Stages

This clause establishes a systematic approach to the approval process for multifaceted work:

- **Stage-wise Examination and Approval:** For work that involves multiple processes, the Contractor is required to seek approval at each stage of the process. The Contractor must provide written notice to the Appointed Architect/Officer-in-charge when each stage is ready for examination.
- **Appointed Architect/Officer-in-charge Authority:** If the Contractor fails to provide the required notice, the Appointed Architect/Officer-in-charge holds the authority to inspect the work's quality and progress at any time deemed appropriate.
- **Resolution of Disputes:** In case of disagreements or disputes concerning the approval of work stages, the decision made by the Officer-in-charge is final and conclusive.

38. Execution of the work

This section emphasizes the quality standards and communication protocol between the Officer-in-charge and the Contractor:

- **Quality Standards:** The work must be executed in a workmanlike manner, adhering to high-quality standards and meeting all specifications outlined in the contract.
- **Communication Protocol:** The Appointed Architect/Officer-in-charge will convey instructions or confirm important details related to the execution of the works in a **"Work Site Order Book"** maintained at their office. The Contractor is obligated to visit the Appointed Architect/Officer-in-charge office daily to receive and acknowledge these instructions. Confirmation of receipt of instructions is crucial, and the Contractor must sign the relevant entries in the Work Site Order Book. These entries hold the same significance as orders or notices provided in writing and align with the intent and meaning of the contract conditions.

39. Day Work

This section outlines the procedures and regulations concerning day-work, invoices, and lump sum contracts:

- **Prior Approval Required: No day work** shall be performed without the prior written instructions of the Competent Authority. The Contractor must obtain explicit approval before commencing any day-work activities.
- **Notice and Detailed Accounts:** The Contractor is required to give reasonable notice to the Appointed Architect/Officer-in-charge before starting any work ordered to be executed by day-work. Within two days of the end of each pay week, the Contractor must submit a detailed account in duplicate, providing a comprehensive breakdown of labor and materials used during that week. One copy of the return, if found correct, will be certified by the Appointed Architect/Officer-in-charge and returned to the Contractor for record-keeping and future reference during the adjustment of accounts.

- **Invoices for Day-Work:** Each delivery of materials for day-work must be accompanied by an invoice in duplicate, signed by the Contractor or their agent. The Appointed Architect/Officer-in-charge will provide a signed receipt specifying the approved description, quantities, weight, or measurement of the items received. This receipt information must be referenced in the return submitted by the Contractor and in their bill.
- **Lump Sum Contracts:** For lump sum contracts, the rates to be charged and the percentage addition for profit and establishment charges must be agreed upon between the Competent Authority and the Contractor before the execution of the work. These agreements provide clarity regarding the financial aspects of lump sum contracts.

40. Inspection of the Work

This section outlines the rights and responsibilities concerning inspections and the quality of workmanship:

- **Inspection Rights:** GIC RE officers involved in the contract have the authority to inspect any part of the work at any time. The contractor is obligated to provide all necessary facilities for such inspections and examinations.
- **Quality of Workmanship:** If, during the maintenance period, the Appointed Architect/Officer-in-charge determines that any work has been executed with unsound, imperfect, or unskilled workmanship, or of a quality inferior to that specified in the contract, the Appointed Architect/Officer-in-charge has the authority to demand, in writing, that the specified work be rectified or removed and reconstructed to meet the required standards. This demand must be complied with by the contractor at their own expense and to the entire satisfaction of the Appointed Architect/Officer-in-charge.
- **Contractor's Liability:** If the contractor fails to rectify the specified work within the period set by the Appointed Architect/Officer-in-charge, the Appointed Architect/Officer-in-charge has the discretion to carry out the work using other means, with all associated costs being borne by the contractor. The decision of the Appointed Architect/Officer-in-charge in this regard is final and binding.
- **Limited Liability Extension:** The liability of the contractor under this condition does not extend beyond the maintenance period, except for cases where the Appointed Architect/Officer-in-charge has previously notified the contractor to rectify the workmanship issue.

41. Responsibility for Building

This section emphasizes the responsibilities of the contractor when any building or part thereof is handed over to them for the execution of work.

- **Receipt for Fixtures:** Upon receiving the building or part thereof, the contractor must provide a written receipt for all fixtures, glass, and other items that are handed over to them. This receipt serves as an acknowledgment of the items received.

- **Damages and Repairs:** The contractor is held accountable for any damages that may occur to the building or its components while they are in charge. They are obligated to repair and make good any damages resulting from any cause during the period the building is under their responsibility.
- **Delivery in Clean and Complete State:** Upon completion of the work, the contractor is required to deliver the building or the specific part thereof in a clean state and complete in every particular. This means that all work should be finished, and the building should meet the specifications outlined in the contract. The delivery must be done to the entire satisfaction of the Appointed Architect/Officer-in-charge, indicating the importance of meeting the expectations and standards set by the overseeing authority.

42. Insurance

This section outlines the insurance requirements for the contractor.

- **Insurance Coverage:** The contractor is required to insure the work on a "**Contractor All Risk Insurance (CAR Insurance)**" basis against various risks, including:
 - fire, tempest, floods, earthquakes, riots, strikes, and damage by aircraft.
 - Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
 - Construction Plant, Machinery and Equipment brought to site by the Contractor.
- The insurance coverage must be for the full value of the contract sum. The insurance should be effective from the date of acceptance of the work or the actual commencement of work, whichever is earlier.
- Any other incidental insurance cover as may be required by the law of the land like Workmen Compensation under Labour Laws or any other laws.
- **Policy Lodgement:** The contractor must provide GIC RE with the policies and premium receipts for the insurance. These policies must remain in force until the completion of the entire work as certified by the Appointed Architect/Officer-in-charge.
- **Scope of Insurance:** The insurance coverage should include risks associated with testing, trial, and commissioning operations. It should also cover the removal of debris cost. If the contract includes a maintenance period, the insurance should encompass the contractor's liabilities during that period. Additionally, the insurance should cover third-party personal injury and property damage for a specified sum.
- **Non-Compliance:** If the contractor fails to comply with the insurance requirements, the accepting officer has the authority to arrange the insurance and deduct the premium amount from any payments due to the contractor. Alternatively, the accepting officer may withhold advance payments until the contractor fulfils the insurance obligations.

- **Effect on Contractor's Obligations:** The existence of insurance, whether arranged by the accepting officer or the contractor, does not absolve the contractor from their responsibility to complete the entire work as per the Appointed Architect/Officer-in-charge certification.
- **Handling of Insurance Payouts:** In the event of a loss or damage covered by the insurance, the insurance money will be received and retained by GIC RE until the work is finally completed. After accounting for any delays, settlements with workers, damages, or property damage, the remaining insurance amount will be credited to the contractor in the final statement of accounts, provided the contract has not been previously cancelled under the contract conditions.

43. Damage & Loss to Private Property & Injury to Workmen

This section outlines the Contractor's liability for any injury, loss, or damage that occurs during the execution of the contract.

- **Reinstatement and Compensation:** The Contractor is responsible for reinstating and making good at their own expense, any injury, loss, or damage that occurs to any property or rights, including those of GIC RE, its agents, servants, or employees. This responsibility extends to any injury, loss, or damage connected to the execution or attempted execution of the contract.
- **Indemnification:** The Contractor is obligated to indemnify GIC RE to the extent of 100% against all claims that may arise due to such injury, loss, or damage. This includes claims that could be enforced against GIC RE, its agents, servants, or employees, or any claims that would be enforceable against GIC RE if it were a private entity. The indemnification covers all types of claims, including those falling under the Code on Social Security, 2020 or any other relevant laws.

The Contractor shall execute and furnish GIC Re a Deed of Indemnity annexed with Tender document indemnifying GIC Re and holding it harmless to the extent of 100% in respect of the situations stated therein.

All claims regarding indemnity and the Deed of Indemnity shall survive the termination or expiry of this Agreement.

In summary, the Contractor assumes full responsibility for any harm, loss, or damage occurring during the contract's execution and is required to reinstate, compensate, and indemnify GIC RE against all related claims and liabilities.

Limitation of Liability:

The Contractor, with respect to damage caused by the Contractor to GIC Re's property, shall not be liable to GIC Re for any indirect or consequential loss or damage; and shall not be liable to GIC Re for any direct loss or damage that exceeds the total of:

- a) payments payable under this Agreement to the Contractor, i.e., 100% of the Contract Price, and
- b) the proceeds the Contractor may be entitled to receive from the insurance maintained by the Contractor to cover such a liability

Nothing in these terms shall exclude or limit the liability of the Contractor in the case of:

- a) death or personal injury resulting from the Contractor's or Contractor's Team's negligence;
- b) Negligence and Willful Misconduct;
- c) fraud;
- d) breach of Confidentiality provisions
- e) Claims against GIC Re brought by third parties, which has a connection to the services provided by the Contractor
- f) or other liability to the extent that the same may not be excluded or limited as a matter of law.

44. Completion

This section outlines the completion requirements and procedures related to the project.

- **Completion Standards:** The works must be completed to the entire satisfaction of the Officer-in-charge/Appointed Architect. The completion should align with the Contractor's forecast of time and progress, where applicable. Upon completion, all unused materials, tools, plants, equipment, temporary buildings, and any other items belonging to the Contractor must be removed from the site. Additionally, the site should be cleared of rubbish, waste materials, and leveled up to be clean and tidy to the satisfaction of the Officer-in-charge/Appointed Architect. Any expenses related to this cleanup are the responsibility of the Contractor.
- **Partial Takeover:** The Officer-in-charge/Appointed Architect has the authority to take over completed sections of the work if they are satisfied with the quality and progress. In such cases, the Contractor is not entitled to any extension of time or compensation for the remaining work.
- **Removal of Contractor's Properties:** If the Contractor fails to remove their properties, assets, or clear the site within 30 days of completing the contract, GIC RE has the right to take necessary action to clear and dispose of these items. The expenses incurred in this process will be charged to the Contractor.
- **Certification:** The Officer-in-charge/Appointed Architect will certify the completion date of the work and its state. Additionally, they will certify the state of the work at the end of the maintenance period if applicable.

45. Compensation for delay (Liquidated Damages)

In the event of delayed delivery of the project bidder shall be liable for Liquidated Damages deduction as a percentage of total **project cost @ 0.5% for delay of per week or part thereof subject to maximum of 10% of the total project cost.**

Each Levy of Liquidated Damages shall be exclusive of the other and also shall exclude the provisions relating to indemnity.

GIC Re shall be entitled to make recoveries from the Contractor's bill/invoice, the PBG or from any other amount due to the Contractor, of the equivalent values of any payment made to it due to **inadvertence, error, collusion, misconstruction, misstatement, or mistake.**

Any such Liquidated Damages when levied may be offset as against any pending payment/future payment by GIC Re to the Contractor. Alternatively, GIC Re may recover the same by invoking the PBG for the amount equivalent to the Liquidated Damages being levied. The Contractor shall replenish the PBG with the amount equal to the Liquidated Damages levied in not later than **10 working days** from the date of levy of Liquidated Damages.

Any such recovery of Liquidated Damages shall not in any way relieve the Service Provider from any of its obligations to complete the work or from any other obligations and liabilities under this Agreement.

46. Laws Governing the Contract and Jurisdiction

- (a) The validity, construction and performance of this RFP and the ensuing contract shall be governed by and construed in accordance with the laws of India.
- (b) Subject to the provisions of the Arbitration clause, if any, contained in the ensuing contract, the Parties agree to submit to the exclusive jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction.

47. Cancellation of Contract for Corrupt Acts

This section outlines the conditions under which GIC RE can cancel the contract and hold the Contractor liable for any resulting loss or damage. The key points are as follows:

- **Conditions for Contract Cancellation:**
 - **Offering Gifts or Consideration:** If the Contractor offers, gives, or agrees to give any gift or consideration to any person in GIC RE service as an inducement or reward for any act related to obtaining or executing this or any other contract for GIC RE service.
 - **Commission Payments:** If the Contractor enters into a contract with GIC RE, and commission has been paid or agreed to be paid by the Contractor, or with the Contractor's knowledge, unless the details of such commission and the terms of payment have been disclosed in writing to GIC RE.

➤ **Unethical Tendering Practices:** If the Contractor obtains a contract with GIC RE through ring tendering or non-bona fide methods of competitive tendering without disclosing this fact in writing to GIC RE.

- **Liability for Loss or Damage:** If any of the above conditions are met, the Contractor shall be liable to make payment to GIC RE for any loss or damage resulting from the cancellation to the same extent as provided in the case of cancellation for default.
- **Final Decision:** The decision of GIC RE in these matters is final and conclusive.

In summary, if the Contractor engages in unethical practices such as offering gifts, not disclosing commission payments, or using non-bona fide tendering methods, GIC RE can cancel the contract. The Contractor will be held financially liable for any resulting losses or damages as per the terms outlined in the contract. GIC RE's decision in these matters is considered absolute and final.

48. Risk Purchase Clause

This section specifies that if the Contractor fails to carry out the specified works within the directed timeframe and continues in that state after receiving a reasonable notice from Appointed Architect/Officer-in-charge or their authorized officials, GIC RE has the right to complete the work at the Contractor's risk and expense. The key points are as follows:

- **GIC RE's Right to Complete the Work:** GIC RE reserves the right to have the work done by any means at the Contractor's risk and expenses.
- **Cost Assessment and Consequences:**
 - The cost of the work completed by GIC RE will be certified by Appointed Architect/Officer-in-charge, and this certification is final and conclusive.
 - If the total cost incurred by GIC RE in completing the work is less than the contract cost, the advantage will go to GIC RE.
 - If the cost exceeds the amount due to the Contractor under the contract, the excess amount must be paid by the Contractor. If the Contractor fails to pay, the same will be recovered from the Contractor through other means including without limiting to encashing the performance bank guarantee.

In summary, if the Contractor fails to complete the specified works within the given timeframe and continues to do so despite notice, GIC RE has the right to complete the work at the Contractor's expense. The final cost, as determined by Appointed Architect/Officer-in-charge, will be used to calculate any financial adjustments between GIC RE and the Contractor.

49. Cancellation of Contract for Insolvency Assignment of Transfer of Sub-Letting of Contract

This section specifies the conditions under which GIC RE has the right to cancel the contract, along with the consequences of such cancellation:

- **Bankruptcy, Liquidation, or Composition Proceedings:** If the Contractor, whether an individual or a partner in a firm, is adjudged bankrupt, takes proceedings for

liquidation, composition, or arrangement under any bankruptcy Act, or assigns effects for the benefit of creditors, GIC RE can cancel the contract.

- If the Contractor, being a company, passes a resolution for liquidation, faces a court order for liquidation, or has a receiver or manager appointed on behalf of debenture holders, GIC RE can cancel the contract.
- If the Contractor attempts to assign, transfer, or sublet any portion of the work without prior written approval from GIC RE, the contract can be cancelled.
- **Cancellation and Completion by GIC RE:** Upon cancellation, GIC RE has the authority to complete the work at the Contractor's risk and expense. The cost incurred by GIC RE will be determined by adding the cost of materials, hire charges of tools and plant, and/or labour provided by GIC RE and escalation in overall cost of completion. An additional percentage, decided by the Appointed Architect/Officer-in-charge to cover superintendence and establishment charges, including the litigation cost arising from termination will also be added to this cost.
- If the total cost incurred by GIC RE in completing the work is less than the contract cost, the advantage will go to GIC RE.
- If the cost exceeds the amount due to the Contractor under the contract, the excess amount must be paid by the Contractor or can be recovered from the Contractor with interest at the rate of 18% per annum through other means.

In summary, if the Contractor becomes bankrupt, undergoes liquidation, engages in composition proceedings, or attempts to assign, transfer, or sublet the work without approval, GIC RE has the right to cancel the contract. GIC RE can then complete the work at the Contractor's expense, with the final decision on costs and charges being made by the Appointed Architect/Officer-in-charge, whose decision is final and conclusive.

50. Cancellation of Contract in Part or Full for Contractor's Default

This section outlines the circumstances under which GIC RE can cancel the contract or part of it due to the Contractor's default and the consequences of such cancellation:

- **Default in Carrying Out Work:** If the Contractor defaults in carrying out the work as directed by GIC RE and continues in that state after receiving reasonable notice, GIC RE can cancel the contract or specific work orders affected by the default.
- **Failure to Comply with Terms and Conditions:** If the Contractor fails to comply with any terms and conditions of the contract, or orders issued under the contract, even after receiving a written notice, GIC RE can cancel the entire contract or specific work orders affected by the non-compliance.
- **Cancellation and Completion by GIC RE:** Upon cancellation, GIC RE has the authority to complete the work at the Contractor's risk and cost. The cost incurred by GIC RE will be determined by adding the cost of materials, hire charges of tools and plant, and/or labour provided by GIC RE and any incremental cost associated therewith. An additional percentage, decided by the Appointed Architect/Officer-in-

charge to cover superintendence and establishment charges, including the litigation cost arising from the termination will also be added to this cost.

If the total cost incurred by GIC RE in completing the work is less than the contract cost, the advantage will go to GIC RE.

If the cost exceeds the amount due to the Contractor under the contract, the excess amount must be paid by the Contractor or can be recovered from the Contractor through other means. In summary, GIC RE has the right to cancel the contract or specific work orders, complete the work at the Contractor's expense, and recover any excess costs incurred from the Contractor. The decision of the Appointed Architect/Officer-in-charge regarding these matters is final and conclusive.

51. Termination of Contract

GIC Re shall have the right to terminate this Agreement, in whole or in part, under the following circumstances. Unless stated otherwise, termination shall be effective upon the issuance of a written notice with a notice period as specified below

:

A. GIC Re may terminate this Agreement **immediately** upon written notice, without any compensation to the Contractor, if it is discovered that the Contractor or any member of the Contractor's team is in an actual conflict of interest with GIC Re. The effective date of termination shall be the date on which the conflict of interest arises.

B. GIC Re may terminate this Agreement **immediately**, by written notice, if the Contractor's ability to operate as an independent entity is jeopardized due to:

- Bankruptcy proceedings,
- Insolvency or failure to pay debts,
- Initiation of winding-up proceedings,
- Any other event that materially affects the Contractor's commercial viability.

In such cases, GIC Re may take necessary steps to ensure smooth transition and business continuity. The Contractor or its successor shall cooperate fully in such.

C. GIC Re may terminate this Agreement for its own convenience, by giving the Contractor **30 (thirty) days' prior written notice**. The notice shall specify:

- That the termination is for convenience,
- The extent to which the work is terminated,
- The effective date of termination.

In such cases, the Contractor shall be entitled to **pro rata payment** for services rendered until the effective date of termination. No further compensation shall be payable.

D. GIC Re may terminate this Agreement by giving **30 (thirty) days' prior written notice** if the Contractor fails to comply with any decision arising from arbitration proceedings under the dispute resolution clause of this Agreement.

- E. If the **Liquidated Damages exceed 100% of the Performance Bank Guarantee (PBG)**, and the Contractor fails to replenish or replace the PBG within **15 (fifteen) days** of notice from the GIC Re, the GIC Re may terminate the Agreement with **30 (thirty) days' prior written notice**.

- F. If the **total Liquidated Damages exceed the maximum amount specified in the Liquidated Damages clause**, GIC Re may terminate the Agreement by giving **30 (thirty) days' prior written notice**. GIC Re may recover the damages by setting off against the PBG or through other remedies.
- G. The Contractor may terminate this Agreement **with prior written approval from GIC Re**, by giving at least **90 (ninety) days' notice** indicating their intention to terminate the Agreement.
- H. GIC Re may terminate this Agreement **immediately** upon written notice under the following conditions:
- If GIC Re is not satisfied with the quality of construction or services rendered and the Contractor fails to rectify the deficiencies within **15 (fifteen) days** of written notice.
 - If the Contractor engages in conduct that may damage the reputation or goodwill of GIC Re.
- J. If the Contractor is an individual and passes away during the contract period, GIC Re shall have the right to terminate this Agreement **immediately**, without any compensation to the Contractor's estate or legal heirs.

In the event of termination of this Agreement by way of (30) days' notice in advance, the Contractor shall be entitled to only **pro rata payment of the Fee by GIC Re for Services rendered**. In the event the Agreement has been terminated for any reason (except due to breach by GIC Re for convenience), GIC Re shall not be liable to pay any further Fee or compensation to the Contractor. As regards any work which are completed to the satisfaction of GIC Re, the same will be paid after adjustment of any loss or damages incurred or suffered by GIC Re.

52. Consequences of Termination/ Expiry

A. In the event of termination of this Agreement, the Contractor's services shall stand cancelled effective from the date of termination of this Agreement. .

B. In the event of termination of this Agreement, GIC Re reserves its rights to call for new bids or award the contract to the next best value Bidder of this tendering process.

C. In the event of termination/expiry of this Agreement due to any cause whatsoever, [whether consequent to the expiry of the stipulated Term of this Agreement or otherwise] GIC Re shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Contractor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/expiry, and further allow and provide all such assistance to GIC Re and/or the new Contractor, as may be required, to take over the obligations of the Contractor in relation to the execution/continued execution of the Scope of Work of this Agreement.

D. Upon termination of this Agreement prior to its stipulated term, GIC Re shall, in its sole discretion and in a reasonable manner, determine and pay the Contractor for all GIC Re-authorized services satisfactorily performed up to the effective date of termination, calculated pro rata to the overall contract price. Such payment shall be net of any amounts owed by the Contractor under this Agreement, including but not limited to damages, penalties, advances, or other recoverable sum.s.

E. Without prejudice to any other rights, GIC Re may retain such amounts from the payment due and payable by GIC Re to the Contractor and the amount received upon invocation of PBG as may be required to offset any losses caused to GIC Re because of any act/omissions of the Contractor. In case of any loss or damage due to default on the part of the Contractor in performing any of its obligations regarding executing the Scope of Work under this Agreement, the Contractor shall compensate GIC Re for any such loss,damages, or other costs, incurred by GIC Re.

F. Additionally, the Contractor and the Contractor's Team shall perform all their obligations and responsibilities under this Agreement in an identical manner as were being performed before the termination of this Agreement with the Contractor as described above to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by GIC Re and as may be proper and necessary to execute the Scope of Work under this Agreement in terms of the Contractor's Bid, the Tender Document, and this Agreement.

G. Nothing herein shall restrict the right of GIC Re to invoke the Performance Bank Guarantee (PBG), enforce Indemnity and pursue such other rights and/or remedies that may be available to GIC Re under this Agreement, equity, or the law.

H. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.

CHAPTER - IV

VALUATION AND PAYMENT

53. Records and Measurements

This clause outlines the measurement and billing procedures for the contract:

1. Monthly Claims for Extra Items:

- The contractor will submit monthly claims detailing:
 - Deviations from items and specifications, if pre-approved by GIC Re.
 - Extra items or work done, if pre-approved by GIC Re.
 - Quantities exceeding those in the contract schedule. if pre-approved by GIC Re.
 - Items of works pre-approved by GIC Re for which rates have not been settled.
- The contractor must certify that these claims cover all their work up to the reporting period.

2. Measurement Standards:

- Schedule of quantities will be deemed to have been prepared and measurements will be taken following the procedure in the schedule of rates and specifications, regardless of any standard method of measurement or local customs.

For items not covered by the schedule of rates/specifications, relevant standard methods of measurement issued by the Indian Standard Institution or standard engineering practices will be followed.

3. Recording Items and Measurements:

- All items with a financial value will be recorded in the GIC RE Measurement Book (MB).
- Buildings and similar items priced as a lump sum will be entered by number at the unit lump sum.
- Work carried out for agreed lump sums will be described and recorded similarly.
- Lump-sum omissions will be entered for deduction.
- Measurements will be taken to ascertain GIC RE's financial liability under the contract.

4. Measurement Process:

- Work not measured in detail will be physically measured without local customs, unless otherwise directed in the tender documents.
- Measurements will be taken jointly by authorized representatives from GIC RE and the contractor.
- The contractor must assist in providing necessary appliances and items for measurement without extra charge.
- The contractor bears the cost of measurements for their work.

5. Recording and Objections:

- Measurements will be recorded in the GIC RE Measurement Book, signed, and dated by both parties each day at the site.

- If the contractor objects to any measurements, a note will be made in the Measurement Book, signed and dated by both parties.
- If re-measurement is necessary due to objections, the party requiring it will bear the cost if the net errors amount to 5% or more of the recorded value. If errors exceed Rs. 500, the cost will be borne by the other party.
- If the contractor's representative fails to attend, the Appointed Architect/Engineer-in-charge can proceed with measurements, and they will be considered final and accepted by the contractor

54. Valuation of Deviations

This clause outlines the methodology for determining rates for deviated items of work in the contract. Before undertaking any deviation or addition or alteration to the agreed scope of works, the Contractor shall seek prior approval of GIC Re:

Derivation of Rates: For new items of work not covered in the Contractor's Schedule but present in GIC RE's Schedule of Rates, the payable amount will be derived proportionally from GIC RE's Schedule as follows:

- If a similar item exists in both the Contractor's and GIC RE's schedule, the rate will be proportional to the GIC RE's Schedule rate, considering the tendered rate for the nearest analogous item in the Contractor's Schedule.
- If no single analogous item exists, the proportion will be applied to the nearest analogous group items in both schedules.
- If no analogous group is available, the proportion will be applied to all available items for which orders have been placed on the Contractor.
- The selection of analogous items or groups will be made by the Appointed Architect/Officer-in-charge.
- The lowest rate derived from different analogies will be considered as the correct rate.

Dispute Resolution: If there are disputes regarding the settlement of rates for new items of work, the Officer-in-charge (Accepting Officer) will resolve them. For contracts where the Officer-in-charge is the Accepting Officer, disputes will be referred to the Competent Authority, whose decision will be final and binding.

Payment Basis for Unforeseen Work: If any work not covered by the aforementioned methods is ordered, the payment basis will be determined by the Accepting Officer, whose decision will be conclusive and binding on all parties involved.

55. Reimbursement / Refund on Variation in Price, Materials

No escalation, reimbursement whatsoever shall be made to the contractor for an increase in the price of materials and fuels and wages of labour which the contractor may have to incur during execution of the work on any account. The contractor shall quote their rates accordingly.

56. Payment procedures for the Contractor in different scenarios:

- **Advance Payments for Materials:** The Contractor may also receive advance payments, during the progress of the work, for up to 50% of the value of materials that are in accordance with the Contract, required for incorporation in the work, and are brought to the site and adequately stored subject to recommendations/certification from the Appointed Architect for payment. However, perishable materials like lime, cement, timber, sand, kankar, etc., are excluded from these advance payments. The payment of such advances is subject to the discretion of the Appointed Architect/Officer-in-charge.
- **Deductions and Retentions:** Any sums due from the Contractor on account of Tools and Plant, stores, or other items provided by GIC RE will be deducted from the respective advances and an amount equivalent to 10% of the bill will be retained from the total bill payable to the Contractor for a duration of 12 months. The Appointed Architect/Officer-in-charge will certify the sums payable to the Contractor after retaining the necessary reserves.
- **Intermediate Payments and Final Settlement:** Any certificate related to work done or materials delivered can be modified or corrected by subsequent interim certificates or the final certificate issued by the Appointed Architect/Officer-in-charge. Payments made as advances are considered advance against the final payment and do not constitute an admission of complete contract performance. These intermediate payments do not conclude or determine the final settlement and adjustment of the account, nor do they affect the powers of the Appointed Architect/Officer-in-charge in any way regarding the contract. The final settlement will be made after due evaluation and certification of all aspects of the work done and materials supplied.

57. Final Bill

Upon the satisfactory completion of the work as determined by the Officer-in-charge/Appointed Architect, the Contractor is required to promptly submit a certified final account to GIC RE. This final account, prepared as per GIC RE format and submitted in duplicate, must be accompanied by all necessary abstracts, vouchers, and supporting documents. The preparation of this account should adhere to the guidelines specified by the Officer-in-charge/Appointed Architect.

It is crucial to note that no claims will be entertained once the final bill has been received. The Contractor is expected to submit the final bill within 90 days of completing the work, or within any extended timeframe granted by the Officer-in-charge. Claims made after this period will not be considered.

The Contractor will receive payment for the final amount after deducting any payments previously made on account, pending certification of the final bill by the Appointed Architect and adjustment of any amount payable by the Contractor under the terms herein contained.

Importantly, no charges will be allowed to the Contractor for the preparation of the final bill, emphasizing the Contractor's responsibility to provide accurate and timely documentation to ensure smooth settlement and closure of the contract.

58. Submission of Bills by Contractor

At the conclusion of each month as per the three months total time frame, the Contractor is obligated to submit a bill in triplicate, outlining the specific work completed during that month. This bill must be supported by requisitions issued periodically. Additionally, on a monthly basis, the Contractor must provide the Officer-in-charge/Appointed Architect with detailed information regarding claims for work completed up to and including the previous month for certification. The bills shall be accompanied by such certification.

should any claim fall into one of the following categories:

- **Deviation from Contracted Items:** Claims related to any deviation from the items outlined in the contract documents.
- **Extra Items / New Work:** Claims for additional work or new items not initially specified in the contract.
- **Unsettled Rate Items:** Claims concerning items for which rates have not yet been determined.

the Contractor shall enclose necessary documents to show that the deviation, extra item, unsettled rate items are covered by a prior mandate of GIC Re. Apart from the bills, no further claims will be raised by the Contractor concerning work completed up to and including the reported period.

59. Payment of Bills

All payments due to the Contractor under this contract will be made through NEFT (National Electronic Funds Transfer) or RTGS (Real-Time Gross Settlement) payment methods subject to necessary adjustment under the terms. These payments will be processed promptly, within a reasonable timeframe, after the certification of bills by the Appointed Architect.

<p>Period of Honouring Bills</p>	<p>1> Ad-hoc payment of 75% of the running bill certificates amount within 45 working days from the date of receipt of the consultant's certificate with all the supporting documents</p> <p>2> The Final Bill will be submitted by the contractor within 45 days of the date of virtual completion work and the payment shall be made within two months from the date of receipt of the consultant's certificate with all the supporting documents.</p>
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60. Recovery from Contractor

In case the Contractor is liable to pay any sum of money under the contract, GIC RE has the authority to take the following actions:

- **Deduction from Payments:** The owed sum may be deducted from any amount due to the Contractor under the existing contract, or from any sum that might become due under this contract in the future. This deduction can be made from payments due under the current contract or any other contract between the Contractor and GIC RE.
- **Utilization of Security Deposit:** The owed sum may also be recovered from the

Contractor's Security Deposit, if available.

- **Immediate Payment:** Alternatively, the Contractor shall promptly pay the claimed amount on demand.

61. Post Technical Audit of Work and Bills

GIC RE retains the authority to conduct post-payment audits and technical examinations of the work, along with a review of the final bill, including all supporting documents such as vouchers and abstracts. In case any discrepancies or outstanding sums are identified during this examination, GIC RE is empowered to initiate recovery procedures as specified in the

preceding sub-paragraphs. It's important to note that any such recovery actions will not be pursued after a period of three years from the date of passing the final bill.

62. Refund of Security Deposit

The Security Deposit, as stipulated in **Clause 21**, can be refunded to the Contractor 60 days after the termination or expiry of the contract.

However, this refund is contingent upon two conditions:

- **Settlement of Final Payments:** The Contractor must have received the last and final bill for the contract's services.

Only after these conditions are met can the Security Deposit be refunded to the Contractor, ensuring that all financial matters are settled and certified before the return of the deposit.

63. Force Majeure Clause

This clause outlines the circumstances under which neither party in the contract can be held responsible for non-performance or delays due to extraordinary events. If either party's obligations are hindered or delayed due to events like War, Hostile acts of the public enemy, Civil Commotion, Epidemics, Acts of God (such as Floods, Storm/Cyclone, Hurricane, Earthquake, etc.), notice of such event must be given to the other party within 7 days of its occurrence.

During such Force Majeure events, neither party can terminate the contract, and neither party can claim damages against the other for the non-performance. The performance will resume as soon as possible after the event concludes. If any obligation under the contract is prevented or delayed due to such events, the Contractor can request an extension of time, which will be granted for periods considered reasonable by the Officer-in-charge, provided that the Contractor promptly notifies the concerned authority.

However, the following circumstances are not considered Force Majeure:

- **Mechanical breakdown of equipment:** Breakdowns not resulting directly from a Force Majeure event.
- **Financial distress:** Financial issues, lack of funds, or inability to make payments as specified, unless directly caused by a Force Majeure event.
- **Inclement weather:** Weather conditions alone, unless part of a larger Force Majeure event.
- **Commercial impracticability:** Economic factors like recession, depression, inflation, tax changes, price fluctuations, etc., making performance commercially unfeasible.
- **Subcontractor or vendor defaults:** Acts or defaults of subcontractors or vendors not attributable to a Force Majeure event.
- **Sanctions by governmental authority:** Sanctions imposed due to the Contractor's failure to comply with applicable laws, even if the failure is due to a Force Majeure event.

In essence, this clause protects both parties from being held accountable for situations beyond their control, while also specifying the scenarios that are not considered Force Majeure.

64. Conciliation

The Parties mutually agree that in case of any Disputes (including disputes related to construction, meaning, operation, effect, interpretation, or breach of the agreement, contract, or the Memorandum of Understanding), which they are unable to resolve amicably, such disputes can be referred by either party to Conciliation. This Conciliation process will be overseen by an Independent Experts Committee appointed by the competent authority of GIC RE from the GIC RE Panel of Conciliators.

Notably:

- **Composition of Conciliators:** No current or former employee of GIC RE or its Administrative Ministry shall be included in the GIC RE Panel of Conciliators. Conciliators can be selected from outside the GIC RE Panel of Conciliators if mutually agreeable to both parties.
- **Conciliation Proceedings:** Conciliation proceedings will generally follow the guidelines outlined in Part-III of the Arbitration and Conciliation Act 1996 or any statutory modifications thereof. These Conciliation Rules, along with their formats, are considered integral to this agreement and will be as binding as if explicitly mentioned herein.
- **Amendments and Modifications:** The Contractor acknowledges that GIC RE holds the right to amend or modify the provisions stated in the Conciliation Rules. The Contractor agrees to be bound by any such amended or modified provisions with effect from the date specified by GIC RE.

By accepting these terms, the Contractor acknowledges the Conciliation process as a viable method for dispute resolution and agrees to abide by the rules and amendments set forth by GIC RE in relation to the Conciliation proceedings.

65. Arbitration

In case of any disputes arising between the parties concerning or related to the contract, except those explicitly designated as final and conclusive decisions by the contract, the matter shall be referred to arbitration. This referral will occur upon written notice from one party to the other. The arbitration process will involve a sole Arbitrator appointed by the Competent authority for the related bid of GIC RE, unless both parties mutually agree otherwise.

Arbitration proceedings will not commence until after the completion, alleged completion, or abandonment of the work or the determination of the contract, unless otherwise agreed upon by the parties. The location of arbitration shall be Mumbai, with the specific venue to be determined by the Arbitrator at their sole discretion. The award given by the Arbitrator will be final, conclusive, and binding upon both parties involved in the contract.

The Contractor explicitly agrees that GIC RE will not be liable for any interest or damages related to any funds held by GIC RE, regardless of whether these funds are subject to disputes or differences between the parties. This applies irrespective of decisions made by any authority, mandating payment or return of funds to the Contractor.

Additionally, any disputes or differences arising from the interpretation and application of commercial contracts between Central Public Sector Enterprises (CPSEs)/Port Trusts, both among themselves and with Government Departments/Organizations (excluding disputes involving Railways, Income Tax, Customs & Excise Departments), shall be resolved through the AMRCD process, as stipulated in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

66. Continuance of this Agreement:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the Parties hereto shall continue to be governed by and perform the work in accordance with the provisions of this Agreement to ensure continuity of operations.

67. Signing of Contract

The contract document requires the Contractor to comply with several essential procedures and statutory obligations. Firstly, each contract document must be duly signed by the Contractor using their customary signature. In the case of a partnership of Hindu Joint Family firm, the document may be signed by a partner, Karta, Manager, or any authorized representative, with clear designation mentioned alongside the signature.

For contracts involving a Company, the documents must bear the name of the Company and be signed by an authorized person. A power of attorney or other valid proof such as certified true extract of relevant Board Resolution demonstrating the signatory's authority to represent the Company must accompany the contract.

Furthermore, the Contractor is obligated to adhere to all statutory requirements under various Acts such as the Code on Wages, 2019, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, Income Tax Act, Goods and Services Tax Act, and other applicable laws. Compliance includes maintaining records, submitting necessary returns to the statutory authorities, and providing copies of these records and returns to GIC RE.

In case of any claims, losses, or legal actions arising under Labour Laws or civil or criminal laws due to the actions of the employed staff, the Contractor must indemnify GIC RE against such liabilities. Additionally, any outstanding amounts due from the Contractor can be recovered by GIC RE from the money owed to the Contractor under the current or any other contract, or from the Security Deposit provided by the Contractor.

The Contractor is responsible for timely billing, submitting bills within one week of certification of quantity by the Appointed Architect/Officer-in-charge. Moreover, any billing-related issues must be resolved promptly, within one week from the date of intimation. GIC RE does not pay interest on the Earnest Money, Security Deposit, or any other dues to the Contractor.

68. Health, Safety & Environment Policy

The management is deeply committed to operating as an environmentally responsible company in all aspects of its activities, products, and services. This commitment extends to providing a safe and healthy working environment for its employees, ensuring the well-being of its products, and delivering secure services. This dedication is reflected through the following key initiatives:

- **Compliance with Regulations:** Adherence to all applicable legislation and regulations is paramount, forming the foundation of the company's environmental and safety practices.
- **Objective Setting for Pollution and Risks:** The establishment of clear objectives and targets aimed at eliminating, controlling, or minimizing environmental pollution and risks related to occupational health and safety hazards.
- **Conservation of Resources:** Promotion of resource conservation activities, focusing particularly on oil, electrical energy, and chemicals, through effective environmental management practices.
- **Promoting Awareness:** Actively promoting awareness about environmental, safety, and occupational health issues among employees, customers, suppliers, and contractors through proactive communication strategies.
- **Prevention and Control Measures:** Regular evaluation and proactive implementation of measures to prevent and control environmental pollution, accidents, and occupational diseases.
- **Training Initiatives:** Providing appropriate training to employees and other stakeholders on Health, Safety, and Environmental (HSE) aspects, ensuring everyone is well-informed and equipped to handle related challenges.
- **HSE Management Programs:** Developing and maintaining comprehensive HSE Management Programs focused on continuous improvement, reflecting the company's dedication to evolving and enhancing its practices.
- **Periodic Reviews and Audits:** Conducting periodic reviews and audits of the HSE Management System to ensure its ongoing suitability, adequacy, and effectiveness in meeting the company's goals.
- **Transparent Communication:** Transparently communicating the HSE Policy to all employees and interested parties, fostering a shared understanding of the company's commitments.
- **Collaboration with Regulatory Bodies:** Actively cooperating with concerned agencies and regulatory bodies engaged in HSE activities, fostering a collaborative approach to environmental and safety initiatives.

Through these initiatives, the company ensures not only legal compliance but also a proactive and ethical approach towards environmental sustainability, occupational health, and safety.

69. Adherence To Statutory Obligations/Compliance With Laws

The Selected Contractor/Bidder should adhere and comply with all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities of India.

70. Anti -Fraud And Corruption

It is the GIC Re's policy to require that GIC Re as well as the bidders observe the highest standard of ethics and propriety during the procurement process, execution of the contract, the contract duration and thereafter (hereinafter referred to as the 'Contract Cycle').

Definitions:

In pursuance of this policy, the GIC Re defines, for the purpose of this provision, the terms set forth below as follows:¹

(i) "Corrupt Practice" means the offering, promising, giving, receiving or soliciting, directly or indirectly, anything of value, either tangible or intangible, which a person is not entitled to, to influence or which has the potential to influence the action of an official during the Contract Cycle;

(ii) "Fraudulent Practice" means the following:

- a. a misrepresentation or omission of facts or submission of fake or forged documents in order to influence any component of the Contract Cycle;
- b. an intentional act of commission or omission designed to deceive, resulting in GIC Re suffering a loss and/or the perpetrator achieving a gain.

(iii) "Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more bidders, with or without the knowledge of the GIC Re, designed to establish prices at an artificial, noncompetitive levels or which affects submission or non-submission of bids;

(iv) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the contract cycle ;

Misdemeanors for this purpose shall include Corrupt, Fraudulent, Collusive and Coercive practices which shall carry meanings as per the definitions above.

Measures to be taken by the GIC Re:

- a. GIC Re will be within its rights to terminate the contract with the selected bidder for any Misdemeanor during the Contract Cycle, ban/blacklist/debar the bidder from this and further procurements and the like.
- b. GIC Re will be within its rights to take any other action against the bidder deemed appropriate as per the terms of this RFP, the ensuing SLA as well as the law of the land.

Measures to be taken by the Bidders:

- a. The bidder shall during the entire Contract cycle, comply with the provisions of the Anti-Fraud Policy of GIC Re and not commit any Misdemeanor.
- b. The bidder shall procure the compliance with the above obligations (as mentioned in a.) from its associated persons, officers, employees, agents, subcontractors or independent contractors as may be used for the fulfilment of its obligations under this RFP and the ensuing SLA during the entire Contract cycle.

The bidder undertakes that the bidder shall be responsible to GIC Re for the Misdemeanours and non-compliance of the Anti-Fraud Policy committed by the above named persons during the entire Contract cycle.

- c. If the bidder gains knowledge of any conduct by any of its associated persons, officers, employees, agents, subcontractors or independent contractors which constitutes a Misdemeanor or non-compliance of the Anti-Fraud Policy, or if it has reasonable suspicion of the existence of such conduct, it shall immediately inform GIC Re of such knowledge and if requested by GIC Re, provide information it may reasonably require regarding such conduct.

71. Publicity

Any publicity by the selected Bidder in which the name of GIC Re is to be used should be done only with the explicit written permission of GIC Re.

72. Good Faith Statement

All information provided by GIC Re in this Tender is offered in good faith. Individual items are subject to change at any time. GIC Re makes no certification that any item and /or information is without error. GIC Re is not responsible or liable for any resulting loss/ damage/ claims by use of this information.

73. Right to Audit

GIC Re reserves the right to conduct an audit at the selected bidder to determine whether the activities are being performed as required by the tender and as agreed in the contract.

Appendix I

Terms And Conditions Regarding Compliance With Various Labour Laws By The Contractors For GIC Re

1. The contractor is obligated to hire an adequate workforce, either directly or through subcontractors (prior approval is required before subcontracting), to uphold the specified progress timelines and maintain the expected quality of workmanship as outlined in the contract.
2. The contractor is required to pay fair wages to all laborers under their employment, whether hired directly or through sub-contractors. These wages must meet the minimum standards as per the applicable established laws..
3. The contractor is solely responsible for ensuring full compliance, either directly or through sub-contractors, with all the regulations specified in the applicable established laws or Regulations concerning the labor force. This includes adherence to guidelines and standards related to various aspects of employment.
4. The contractor is required to apply to the ESI Authorities for registration and obtain a unique code number. Subsequently, all remittances related to the Employees' State Insurance (ESI) scheme must be made under this specific code number.
5. The Contractor holds the sole responsibility for both his own and the employees' contributions towards the Provident Fund (PF) as per the established rules and regulations. This obligation applies to all laborers engaged in the contract's execution. To fulfill this commitment, the Contractor must apply to the PF Authorities for registration and obtain a specific code number. All remittances related to the PF must be made under this unique code number.
6. The Contractor is obliged to indemnify GIC RE against any payments required to be made in compliance with the aforementioned regulations. This indemnification stands irrespective of the Contractor's right to seek indemnity from their sub- contractors. Essentially, the Contractor assumes full financial responsibility for meeting the obligations outlined in the regulations, shielding GIC RE from any associated costs and upholding accountability within the contractual framework.
7. In the event of the Contractor committing a default or breach of any provision outlined in the aforementioned Contractor's Labour Regulations, as updated periodically, or providing incorrect information or submitting any form, register, or

slip under these Regulations that is materially inaccurate, the Contractor shall, as per the report of the Inspecting Officers defined in the Contractors Labour Regulations, pay GIC RE a sum not exceeding Rs. 5,000/- as liquidated damages for each single default, breach, or incorrect submission. The specific amount will be determined by the Officer-in-charge. If the contractor's default persists for more than 15 days, the liquidated damages can be increased to Rs. 500/- per day per default, capped at 10% percentage of the estimated cost of works put to tender. Additionally, the Contractor is responsible for defending any legal action initiated by government agencies and/or workmen and/or any person claiming thereunder due to non-compliance with applicable Labour Laws/Regulations and reimbursing GIC RE for the expenses incurred in this regard.

8. The Officer-in-charge is authorized to deduct the specified amount from the Contractor's bills or security deposit. This deducted sum will be credited to the welfare fund established under the Law/Regulations. Importantly, the decisions made by the Officer-in-charge regarding these deductions are deemed final and binding.
9. The contractor is strictly prohibited from employing any individual below the age of 18 years in connection with the work.
10. The contractor is obligated to ensure, for all labor employed either directly or through sub-contractors, full compliance with the specified statutory provisions and rules as provided below:
 - Code on Wages, 2019,
 - Code on Social Security, 2020,
 - Occupational Safety, Health and Working Conditions Code, 2020,
 - Industrial Relations Code, 2020
 - any other law, or modifications to the above or to the rules made thereunder from time to time.

Additionally, the contractor is required to comply with any other laws or modifications to the existing regulations mentioned above, as well as any rules made thereunder.

Registration And Licensing:

Every contractor shall register his/her name with the Office Service Department of GIC RE before taking up the work awarded to him/her by giving the following information and getting a code number:

- The name of the contractor.
- Nature of contract work.
- Period of work.
- Number of maximum labour employed by him on any one day.
- License No. and date (applicable in case of contractors employing 20 or more worker)
- Whether enrolled for PF, ESI etc., and enrolment no. (contractor shall obtain their own PF code)

This information is called for the purpose of informing the inspector of Factories wherever they call for information regarding contracts.

11. Contractors employing 20 or more workmen are mandated to obtain a license from the relevant authorities, which could be from the Assistant Commissioner of Labour. This license must be updated if there is an increase in the number of workmen employed, or if the contract is extended or renewed. Additionally, the contractor is responsible for informing the GIC RE management of the license number before commencing any work. This ensures compliance with the necessary regulations and helps in maintaining transparency and accountability within the system.
12. Regardless of whether the contractor is licensed or unlicensed, they are obligated to promptly provide all necessary information and documents requested by GIC RE authorities. This cooperation is essential for GIC RE to fulfill their responsibilities as the principal employer and/or occupier of the premises. The contractor must also offer any required assistance to ensure the smooth execution of these obligations. This commitment to transparency and cooperation ensures a streamlined process, fostering a responsible and compliant working environment for all parties involved.
13. The contractor is required to obtain a workmen's compensation policy from any General Insurance company for the contract laborers engaged by them. This policy ensures that the laborers are covered and protected in case of any work-related injuries or accidents, emphasizing the importance of their welfare and safety.
14. The contractor is responsible for ensuring that all their workmen are covered under the Employees State Insurance Act. To comply with this regulation, the contractor must provide the registration number or enrolment number of the workmen to the Office Service Department before the contract is executed.
15. Additionally, the contractor is obligated to guarantee that all of their workmen are covered under the Employees Provident Fund and Miscellaneous Provisions Act of 1952.

Wages

18. The tenderer is responsible for ensuring the payment of Minimum Wages in accordance with the, Code of Wages, 2019 as applicable under the law for employment in the General Engineering & Fabrication Industry.
19. The Contractor must establish wage periods for which payments will be made. No wage period should exceed one month.

20. The Contractor is obligated to pay wages to the contract labour within three days from the end of the wage period if it's one week or a fortnight. For all other cases, payments must be made before the 10th day of the following month.
21. All wage payments must be made on working days on dates notified in advance. If the work is completed before the wage period expires, the final payment should be made within 48 hours of the last working day.
22. If a worker's employment is terminated by or on behalf of the Contractor, the earned wages must be paid before the end of the second working day from the termination date.
23. Wages owed to each worker should be paid directly to them or to a person authorized by them. Payment should be made in current coin or through remittance to the workers' bank accounts.
24. The Contractor must ensure the wage disbursement in the presence of an authorized representative of GIC RE Management or through remittance to the workers' bank accounts.
25. The above payments should be verified by the authorized officer/representative of GIC RE. A certificate of payment, detailing the payment sheet's column amounts, should be provided to the Officer-in-charge each month in Form "A," along with proof of remittance to bank accounts.
26. A notice indicating the wage period, the place, and time of wage disbursement must be prominently displayed at the workplace. A copy of this notice should be sent to the Welfare Department, acknowledged by the Contractor.
27. Notices displaying wage rates, weekly rest days, working hours, wage periods, wage payment dates, names and addresses of the Inspector with jurisdiction, and details of unpaid wages should be displayed and English at conspicuous locations in the establishment and the worksite by the Contractor.
28. The Contractor is required to inform GIC RE Management every month about the details of contract labour engaged for the contract. This information should include:
 - serial numbers,
 - locations,
 - work periods, days worked,
 - manpower, and
 - wages paid to workers.

This statement should be submitted to GIC RE Management at the end of each month.

Registers And Records And Collection Of Statistics

29. Each contractor is required to maintain the following documents/formats under the [Occupational Safety, Health and Working Conditions Code, 2020](#) :
 - **Register of Persons Employed:** A record detailing individuals employed by the Contractor.
 - **Employment Card:** An identification card for each employee.
 - **Service Certificate:** Document verifying the service details of employees.

- **Registers:** Including Muster Roll, Wage Register, Deduction Register, Wage Slip, Overtime Register, Register of Fines, Register of Advances, etc.

The Contractor must display an abstract of the [Occupational Safety, Health and Working Conditions Code, 2020](#)

30. The Contractor is required to submit a half-yearly return in duplicate to the Licensing Officer.
31. The Contractor must periodically submit the required returns under the Contract Labour (Regulation & Abolition) Act 1970 to GIC RE Management.
32. The Contractor must promptly provide up-to-date information in writing regarding the attendance of the workers employed by them.
33. The Contractor is responsible for ensuring that their workers carry and produce their Employment Cards when arriving for duty and retrieve them upon leaving duty.
34. All the aforementioned registers and records must be preserved in their original form for a period of three years. These registers, records, and notices maintained under the Act and rules must be produced upon demand by an Inspector or any authority under the Act.

Working Hours And Working Conditions

35. Each worker is entitled to one mandatory week-off per week. No worker shall be coerced or allowed to work on this designated rest day, except when they have either already taken or will be taking a day off on any one of the three days preceding or following the said rest day.
36. The Contractor must inform GIC RE Management in the prescribed format about the contract workers scheduled to work on Sunday, detailing the rest arrangements and indicating the substituted holiday in lieu thereof. This information should be provided two days in advance before the workmen are rostered for Sunday duty.
37. Any contract labour working for more than nine hours in a day or for more than 48 hours in any week must be compensated at twice the ordinary rate of wages as per the provisions of applicable laws.
38. The Contractor is responsible for providing all safety devices and personal protective equipment to their workmen at their own expense. Workmen must wear/use the provided devices or equipment while working, and there should be no exceptions to this rule.
39. The Contractor must grant four paid National Holidays to their workers, namely, 26th January 1st May, 15th August, and 2nd October.
40. The Contractor must ensure that their workmen vacate the premises promptly after the completion of their shift.
41. The contractor is obliged to provide leave with wages to their workmen who have worked for a period of 240 days or more in the factory premises during a calendar

year. This leave should be granted during the subsequent calendar year at the rate of one day for every 20 days of work performed by the worker in the previous calendar year. Workers whose service begins on a day other than the first of January are entitled to leave with wages at the above rate (one day for every 20 days of work) only if they have worked for a minimum of 2/3 of the total number of days remaining in the calendar year. This leave is admissible only during the subsequent calendar year.

42. No female worker should be compelled or permitted to work in the Premises except between the hours of 6.00 A.M. and 7.00 P.M.
43. The Contractor must comply with the provisions related to Welfare and Health facilities

Notice Of Accidents

44. In the event of an accident, the contractor is required to promptly fill out an injury report and submit it to the Officer-in-charge/Appointed Architect. The contractor must ensure compliance with the Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020 and the rules made under these acts. Additionally, the contractor is obligated to maintain an accident register in accordance with the relevant Act.
45. The Contractor must ensure the contract labour engaged by them under a Workmen's Compensation policy, which should cover the entire contract period. The Contractor is mandated to adhere to the provisions of the Code on Social Security, 2020. (This requirement should be read in conjunction with the provisions of the Occupational Safety, Health and Working Conditions Code, 2020).

Coverage Under The Code on Social Security, 2020

46. The contractor must ensure that all their workmen are covered under the Employee's State Insurance Act and provide the Registration Number/Enrolment Number to GIC RE before commencing the contract work.
47. The Contractor shall regularly pay contributions, including employer's and employee's contributions, as per the scheme's requirements.
48. The Contractor shall stay informed about any amendments in the contribution rate mentioned above and act accordingly.
49. The contractor must ensure that their workmen are covered under the EPF & Miscellaneous Provisions Act 1952 and provide the registration/enrolment number to GIC RE before being awarded the contract work. According to existing provisions, every worker must become a member of the fund. This responsibility extends to workmen employed through sub-contractors.
50. The Contractor shall stay informed about any amendments in the rate of contribution payable under the scheme from time to time.
51. Within seven days of the close of each month, the Contractor must submit a statement to GIC RE showing the amount of contribution payable/paid for employees engaged directly or indirectly. They must also furnish GIC RE with information as required by the Principal Employer under the provisions of the ESI Act and PF, as well as any schemes made thereunder, to the relevant authorities.
52. If any money is found to be recoverable from or payable by the contractor under the above Acts, that sum shall be deducted from any amount due or that may become due

to the Contractor under this contract or any other contract, or from their security deposit. The contractor must immediately replenish the shortage caused by such recoveries in the amount of the security deposit.

53. The Contractor shall comply with all labour and other laws applicable to contract labour/workers under this contract. They must also indemnify GIC RE against any losses, claims, or prosecutions under any law at all times.
54. In case of non-compliance with any provisions of the Acts, and if GIC RE has complied with the same, GIC RE will be entitled to recover the same from the contractor/sub-contractor.
55. The non-exercise of any powers or rights available to GIC RE under this agreement or any law shall not operate as a waiver thereof.

Note: The Specimen form for the following is available in GIC RE.

1. Form “A” - Payment Certificate

Model Rules For Labour Welfare

At their own expense, the Contractor must adhere to the “Model Rules for Labour Welfare” as attached to these conditions, or any rules established by the Government for the safeguarding of health and the provision of sanitary facilities for all workers employed, either directly or indirectly, on the project. If the Contractor fails to establish these arrangements, the Officer-in-charge has the right to implement them and recover the associated costs from the Contractor.

Police Verification

The Contractor is required to obtain police verification for all contract workers and submit the verified documents to GIC RE at the beginning of the project. No contract worker should be deployed without completing this police verification process.

Payment Certificate

Form "A"

I hereby certify that:

1. I, _____ as the contractor of [Project Name/Description], have made full payment to all contract laborers in accordance with Contract No. [Contract Number]. Payments have been made as per the terms of my contract, and in no case were they less than the rates applicable up to the specified period.
2. The aforementioned payments have been made in the presence of the authorized representative of [Client/Organization Name] by [Representative's Name] for [Contractor's Company Name]. The total amount paid to the employees is Rs. [Amount in Numbers].
3. I have maintained the necessary payment registers, attendance registers, Form A, leave register/book under Labor and Industrial Law, and other relevant records. These documents are available with me and will be produced and the copies thereof shall be furnished as and when required.
4. No payment is due or outstanding to any contract laborers engaged by me in respect of the aforementioned contract up to the period ending [Date].

Contractor Name:

Signature:

Date:

Place:

Appendix II

Model Rules For Labour Welfare

General Safety Precautions to be Followed at Work Site During Execution of work by Contractors.

The contractor is solely responsible for inspecting the work area and determining the necessary safety precautions for executing this contract.

The safety measures inter alia as suggested below must be strictly adhered to during the execution of works at the sites.

1. When working at heights exceeding six feet, workers must either be provided with platforms or wear safety belts to prevent falls.
2. Workers are prohibited from working in any area declared as dangerous until written clearance is obtained from the appropriate authorities.
3. No material is allowed to be dropped from any height.
4. Defective ladders are strictly prohibited.
5. Excavations must be barricaded and red lamps provided.
6. Work inside shop floor/factory premises requires necessary work permits.
7. Helmets are mandatory for high-level work.
8. Personal protective equipment must conform to specified standards.
9. Workmen must use provided safety equipment like gloves, boots, and helmets.
10. Dust or fume respirators are to be provided where dust and fume concentration exist.
11. Goggles and welding screens must be provided.
12. Acid and alkali-proof rubber gloves for handling corrosive substances.
13. Rubber gloves for working on electrical tasks.
14. Proper earthing, insulation, and regular checks for temporary electrical connections.
15. Inflammable materials must be kept away from areas prone to sparks.
16. Gas cylinders must be handled on trolleys or securely tied down, never rolled.
17. Cylinders should not be used without regulators.

18. Violations of safety precautions by the contractor's workmen will result in a penalty deducted from the contractor's bill.
19. The working area must be clean and free from obstructions.
20. Proper lashing of components during transportation is mandatory.
21. Vehicles must have side supports or bodies to secure materials.
22. Materials should not exceed the sides of vehicles.
23. Overhanging materials from the rear edge of the vehicle body is not allowed.
24. Drivers must possess valid licenses.
25. Vehicles must not be overloaded.
26. Vehicles with parts projecting must display red flags and lights.
27. The contractor must arrange Workmen Compensation/Insurance Policy for all workmen, submitting a copy before work commences.
28. All safety precautions including the ones enumerated above are the sole responsibility of the contractor at their cost.
29. These safety measures are integral parts of the Work Order/Agreement.

All contractors, including their sub-contractors, agents, and labor engaged on the project, are mandated to strictly comply with safety regulations, precautions, and measures. Any violation will result in punitive action against them. Contractors with repeated safety violations will not be awarded further work in this organization.

The contractor is responsible for supplying thick hats, safety glasses with side shields, full face shields, earplug sets, face masks, nose masks, protective and chemical-resistant gloves, safety shoes, gum boots, safety belts, raincoats, and chemical-resistant protective clothing to the workers wherever necessary or as per the instructions of the Officer-in-charge, all within the quoted rates.

Safety Code

Responsibilities Of the Contractor In Respect Of Safety Of Men, Equipment, Material And Environment:

1. Prior to starting the work, the contractor must submit a 'SAFETY PLAN' to the authorized GIC RE official. This plan should provide a detailed outline of the measures the contractor intends to take to ensure the safety of personnel, equipment, materials, and the environment during the execution of the work. The plan must encompass all the requirements specified herein.

2. The contractor must include a safety plan with their offer. GIC RE reserves the right to review and suggest modifications to the safety plan during negotiations before issuing the work order and throughout the contract execution. The contractor is obligated to comply with GIC RE's decisions concerning the safety plan.
3. The contractor is required to implement all necessary safety precautions and provide suitable equipment as directed by GIC RE or its authorized officials. This is to prevent the loss of human lives, injuries to personnel, and damage to property and the environment.
4. The contractor is obligated to provide its workforce with necessary personal protective equipment and ensure its use as directed by authorized GIC RE officials. This includes:
 - Safety helmets conforming to IS-2925: 1984.
 - Safety Belts conforming to IS-3521:1983
 - Safety Shoes conforming to IS-1989:1978.
 - Eye and Face protection devices conforming to IS-8520:1977 and IS-8940:1978.
 - Hand and body protection devices conforming to:
 - (A) IS-2573:1975 (B) IS-6994:1973 (C) IS-8807:1978 (D) IS-8519:1977.
5. All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, and any other equipment used by the contractor must adhere to safe design and construction standards. These items should be tested, and a certificate of fitness obtained before their use, and periodically as instructed by the authorized GIC RE official. The official reserves the right to prohibit the use of any item deemed unsafe.
6. All electrical equipment, connections, and wiring used for construction, power, distribution, and utilization must comply with the regulations stated in the Indian Electricity Act and Rules. The contractor is required to employ only electricians licensed by the appropriate statutory authority to conduct all types of electrical work. Additionally, all electrical appliances, including portable electric tools, utilized by the contractor, must have a secure plugging system to the power source and be adequately grounded.
7. The contractor is prohibited from using hand-lamps energized by electric power with a supply voltage exceeding 24 Volts. In confined spaces, lighting must be arranged with a power source not exceeding 24 Volts.
8. The contractor is obligated to strictly adhere to all fire safety measures as detailed in the 'Code for Fire Safety at Construction Sites,' provided in **Appendix III**.
9. In cases where it becomes necessary to provide and/or store petroleum products, explosives, chemicals, or any other substances that may cause fire or explosion, the contractor is responsible for adhering to the regulations outlined in relevant government acts, such as the Petroleum Act, Petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Govt. of India, etc. The contractor must obtain prior approval from the authorized GIC RE official at the site for all such matters.

10. The contractor is responsible for providing suitable illumination at all work spots, at their own expense, where natural daylight is insufficient for clear visibility, ensuring safe working conditions.
11. The contractor is accountable for any breaches of local, state, or central statutory regulations and GIC RE instructions that could jeopardize the safety of personnel, equipment, materials, and the environment within their scope of work, or that of another contractor or agency. Any costs incurred due to damage to life and property resulting from such violations of statutory regulations and GIC RE instructions shall be the responsibility of the contractor.
12. In the event of a fatal or disabling injury/accident occurring at construction/work sites due to the contractor's negligence, the contractor is obligated to compensate the victim or their dependents in accordance with statutory regulations. If deemed necessary, GIC RE reserves the right to impose a suitable financial penalty on the contractor, recovering it from the payments due to compensate the victim or their dependents adequately. Prior to imposing any penalty, a thorough inquiry by GIC RE will be conducted, allowing the contractor an opportunity to present their case.
13. In the event of property damage resulting from the contractor's negligence, GIC RE reserves the right to recover the costs of such damage from the payments owed to the contractor. This action will be taken after conducting a proper inquiry.
14. In the event of a job completion delay caused by mishaps attributed to the contractor's negligence, GIC RE retains the right to recover the costs incurred due to the delay from payments owed to the contractor. This action will be taken after appropriately notifying the contractor and providing them with an opportunity to present their case.
15. If the contractor, despite being given a reasonable opportunity, fails to enhance safety standards to the satisfaction of GIC RE, or neglects to implement necessary safety precautions, provide required safety equipment, or follow safety instructions issued by authorized GIC RE officials, GIC RE reserves the right to take corrective actions. A notice of not less than seven days will be given, outlining the steps that GIC RE intends to take at the risk and cost of the contractor.
16. The contractor is required to promptly submit a report of all accidents, fires, property damage, and dangerous occurrences to the authorized GIC RE official immediately after such incidents, but in any case, not later than twelve hours after their occurrence. These reports should be provided in the format specified by the contractor, as prescribed by the authorized GIC RE official from time to time.
17. Prior to initiating the work, the contractor must designate/nominate a responsible officer to oversee the implementation of all safety measures and liaise with their counterpart at GIC RE.
18. If the contractor's safety record meets the satisfaction of GIC RE's Office Service Department, GIC RE may consider issuing an appropriate certificate recognizing the contractor's safety performance after the completion of the job.

Appendix III

Fire Prevention And Fire Fighting

1. All necessary measures should be taken by the executing agency and owner to:
 - avoid the risk of fire;
 - control quickly and efficiently any outbreak of fire;
 - bring out a quick and safe evacuation of persons.
 - Inform unit/fire station control room, where construction work is carried out within existing operating area.
2. Combustible materials such as packing materials, sawdust, greasy/oily waste and scrap wood or plastics should not be allowed to accumulate in workplaces but should be kept in closed metal containers in a safe place.
3. Places where workers are employed should, if necessary to prevent the danger of fire, be provided with:
 - suitable and sufficient fire-extinguishing equipment, which should be easily visible and accessible;
 - an adequate water supply at sufficient pressure meeting the requirements of various OISD standards.
4. To guard against danger at places having combustible material, workers should be trained in the action to be taken in the event of fire, including the use of means of escape.
5.6.5 At sites having combustible material, suitable visual signs should be provided to indicate clearly the direction of escape in case of fire.
5. Means of escape should be kept clear at all times. Escape routes should be frequently inspected particularly in high structures and where access is restricted.



TENDER DOCUMENT

Structural Repairs at GIC Re Head Office

PERIOD OF CONTRACT: 6 Months

PART - III - List of Annexure (Technical Bid Checklist)

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TECHNICAL BID CHECKLIST

QUESTIONNAIRE

Questionnaire to be answered by the bidder by ticking the suitable boxes

Sl. No.	Description	Yes/No
01	Basic Information of bidder and its firm (As per Annexure I)	
02	The bidder acknowledges their understanding of the scope of work and commits to deploying the necessary manpower as specified in the tender. In case of any need for clarification, the bidder will seek clarification from the Architect/Officer-in-charge before submitting their offer.	
03	The bidder affirms their agreement to all the Terms and Conditions outlined in the tender document and General Conditions of Contract (GCC) including any clarification. In the event of any deviations from these terms, the bidder will explicitly detail such deviations on a separate sheet.	
04	Documents sought as per Pre-qualification criteria PQC 1	
05	Documents sought as per Pre-qualification criteria PQC 2	
06	Documents sought as per Pre-qualification criteria PQC 3	
07	Documents sought as per Pre-qualification criteria PQC 4	
08	Documents sought as per Pre-qualification criteria PQC 5	
09	Documents sought as per Pre-qualification criteria PQC 6 (As per Annexure II)	
10	Documents sought as per Pre-qualification criteria PQC 7 (As per Annexure III)	
11	Documents sought as per Pre-qualification criteria PQC 8 (As per Annexure VII)	
12	Deed of Indemnity as per Annexure IV	
13	Code of Integrity as per Annexure V	

14	Bidder has submitted EMD of ₹ 2,00,000.00 (INR Two Lakhs Only) and has submitted the same along with technical bid. (If not enclosed, the tender will not be considered) (Micro and Small enterprises and verified Startups are exempted from this criterion.)	
15	Bidder agrees to submit Security Deposit, equals to 5% of the final tender cost excluding taxes, Within 15 days of receipt of the work order. (Format of Bank Guarantee attached as Annexure VI)	
16	The bidder affirms their agreement to pay wages in compliance with the Code of Wages Act, 2019, Earned Leave (EL) Wages, and Holiday Wages in accordance with the <u>Code Of Wages Act, 2019</u> . Bidder will submit necessary authenticated proof when making claims for running bills and the final bill.	
17	The bidder agrees to maintain the validity of their offer for a period of THREE MONTHS from the date of financial bid opening and commit to keeping the prices firm throughout the entire contract duration.	
18	The bidder agrees to the payment terms specified by GIC RE.	
19	The bidder should confirm whether they have enclosed a list of their clients, along with their respective addresses and contact persons, as required.	
20	The bidder should confirm whether they have enclosed a list of technical personnel, including their qualifications and relevant experience, who will be deployed for this work, as required in the tender documentation.	
21	The bidder should confirm whether they agree to the compensation for delay clause as per the GCC (General Conditions of Contract) on page 24, Clause 41, as outlined in the tender documentation.	
22	The bidder should confirm whether they have read the Guidelines for Suspension of Business Dealings with Suppliers/Contractors referred to in this Tender/Enquiry and confirm their acceptance of these guidelines.	

Note: If any of the questions are not applicable, you can indicate it as “Not Applicable (NA).”

Annexure I

Sr. No.	Particulars	Information to be furnished by the bidder
1.	Name of Bidder	
2.	Registered Address of Bidder	
3.	Phone no. with STD Code	
4.	Stat us of the Firm (proprietary/ Partnership Firm/Private Ltd. Co./ Public Ltd. Co.)	
5.	Names of Proprietor/Directors/ Partners (as the case may be)	
6.	Address for all communications during the execution of Agreement.	
7.	Name of person(s) of contact with Telephone/Mobile numbers and e - mail id (valid and compulsory)	
8.	Name and Designation of the persons authorized to sign the document on behalf of the Firm/ Company	

Place:

Date:

Signature of Authorized Signatory:

Office Seal:

Annexure II

Declaration regarding PQC 6

(On Bidder's Letter Head)

I, [Your Full Name], residing at [Your Address], hereby declare and confirm that:

I am a bidder participating in [Name of the Bid/RFP/Project].

I am not under any form of liquidation, court receivership, or similar legal proceedings.

I am not declared bankrupt by any court of law.

I understand the importance of providing accurate and truthful information, and I am aware that any false declaration made by me will lead to disqualification from the bidding process and legal action if necessary.

I undertake to inform the concerned authorities immediately if there is any change in my legal status during the bidding process.

I declare that the above information is true and correct to the best of my knowledge and belief.

Date: [Date]

Signature: _____

[Your Full Name]

[Your Contact Information]

Annexure III

Declaration regarding PQC 7
(On Bidder's Letter Head)

I, [Your Full Name], residing at [Your Address], hereby declare and confirm that:

1. I am a bidder participating in [Name of the Bid/RFP/Project].
2. I have not been blacklisted by any department, institution, or undertaking of the Government of India and the Government of Maharashtra.
3. I understand the significance of this declaration, and I am aware that being blacklisted by any government department or institution disqualifies me from participating in this bidding process.
4. I acknowledge that providing false information in this regard will lead to immediate disqualification from the bidding process, and I may face legal consequences.

I declare that the above information is true and correct to the best of my knowledge and belief.

Date: [Date]

Signature: _____

[Your Full Name]

[Your Contact Information]

Annexure IV

DEED OF INDEMNITY

(To be on non-judicial stamp paper worth minimum ₹500/-)

This Deed of Indemnity is made and executed at Mumbai on this _____ day of _____ 2024 by _____ a Proprietorship firm or Company/Firm incorporated under the Companies Act 1956/2013, having its registered office at _____ (hereinafter referred to as "the Contractor"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the First part

In favor of

General Insurance Corporation of India, having its registered office at Suraksha, 170, J. Tata Road, Church gate, Mumbai- 400020 (hereinafter referred to as "GIC Re"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors and permitted assigns of the other part.

WHEREAS the Contractor has agreed with GIC Re to successfully provide services as per the Scope of Work mentioned in the RFP Ref. _____ dated (hereinafter referred to as "RFP") which expression shall include all attachments and annexures thereto as well as all amendments, modifications, alterations, and the Bids submitted by the Contractor and the Terms and Conditions agreed as per the agreement dated _____ (hereinafter referred to as "the Agreement").

AND WHEREAS pursuant to the RFP/ Agreement, the Contractor is required to execute a Deed of Indemnity in favor of GIC Re to indemnify it.

The Contractor hereby executes and furnishes to GIC Re this Deed of Indemnity (hereinafter referred to as "this Indemnity"), which is an unlimited, unconditional, irrevocable, and continuing indemnity, indemnifying GIC Re to the extent of 100% in respect of the situations stated hereinafter:

NOW THIS DEED WITNESSETH AS UNDER:

1. The Contractor shall indemnify, defend, and hold GIC Re harmless from and against any monetary liability (including but not limited to loss, charge, claim, fines, penalties, damages, expense, fees etc. of any nature) or non-monetary action (including but not limited to civil, criminal, administrative, arbitral or any other proceeding) arising out of or in any way connected with the Contractor's performance and nonperformance of this RFP/ Agreement.
2. In addition to the general indemnification provided in clause 1 above, The Contractor hereby undertakes to indemnify GIC Re as per the terms and conditions of the RFP/ Agreement including that:
 - a. The Contractor warrants that during the tenure of the Agreement, nothing shall be done by the Contractor in contravention of any law, Acts, or rules and

- c. Modification of a service after delivery by Contractor to GIC Re if such modification was not made by or on behalf of the Contractor, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Contractor.
 - d. Operation or use of some or all the service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Contractor,
 - e. Use of the services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Contractor.
 - f. GIC Re's failure to use any modification of the services furnished under the Agreement and communicated in writing in accordance with the requirements of clause 'Notices' of the Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Contractor.
6. The Contractor hereby undertakes that it shall forthwith on demand and without demur pay to GIC Re such sum or sums that become payable under any of the clauses indemnifying GIC Re due to the default/defaults of the Contractor or any third party associated with the Contractor.
 7. Notwithstanding anything to the contrary in this Indemnity or in the Agreement, GIC Re's decision as to whether the Contractor or any third party associated with the Contractor has made any default/ defaults or the amounts to which GIC Re is entitled by reason thereof will be binding on the Contractor for the purpose of this Indemnity and the Contractor shall not be entitled to ask GIC Re to establish its claims under this Indemnity but will pay the same, on demand, without any objection, provided always, the mutual rights under the Agreement shall not in any way be prejudiced by reason of such demand by GIC Re and payment by Contractor under this Indemnity and the claims under the Agreement which shall be settled in accordance with the Agreement without prejudice to GIC Re's rights to demand immediately under this Indemnity and the Contractor's liability to pay the same.
 8. To the extent the Contractor maintains, at its expense, an insurance policy or policies providing liability insurance with respect to the acts or omissions covered by the Agreement/ Indemnity, GIC Re shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage available there under. The Contractor shall perform all such actions to ensure coverage for GIC Re under such policy during the tenure of this Indemnity.
 9. This Indemnity shall be valid for the entire duration of the Agreement and any renewal or extension thereof and further for a period of 6 months thereafter and renewable

thereafter whenever a claim as per this Indemnity arises. The Indemnity provisions shall survive any termination or expiration of the Agreement.

10. GIC Re will have the fullest liberty from time to time to enforce or forbear from enforcing any of the terms & conditions of the Agreement and the Contractor shall not be released from its liability under this Indemnity by the exercise of GIC Re's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance, act or omission on GIC Re's part or any indulgence by GIC Re to the Contractor or by any variations or modifications of the Agreement or any other act, matter or thing whatsoever on GIC Re's part.
11. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before, given to GIC Re by the Contractor and this Indemnity does not revoke or limit such indemnities or guarantees.
12. For this Indemnity, the words defined in the RFP/ Agreement but not defined herein shall have the same meaning as defined in the RFP/ Agreement.

IN WITNESS WHEREOF, the Contractor has caused this Indemnity to be duly executed as of the day, month and year first written above.

Signed and delivered by within named: (Contractor)

By:

Name:

Title:

Date:

In the presence of:

1.

2.

Annexure V

CODE OF INTEGRITY

(On letter head of the Bidder)

DECLARATION

I _____ working as _____ in _____ (name of the Bidder and Bidder's address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the Bidder to sign the bids. I, hereby declare and certify, on behalf of the Bidder, that we have accepted all the terms & conditions mentioned in the RFP No: (*) and we shall abide by all the terms & conditions of Agreement/RFP/Purchase order.

I further declare that in relation to my/our Bid submitted to GIC Re, in response to RFP No (*) _____ I/we hereby undertake that I/we shall abide with the Code of Integrity as detailed in the RFP and always make disclosure as to any Conflict of Interest and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered suppliers and would also subject me/us to other punitive action such as cancellation of contracts, forfeiture of EMD, banning, debarring, and blacklisting or action in Competition Commission of India, and so on.

Place:

Date:

Signature of Authorized Signatory

(With Seal & Stamped)

Annexure VI

PERFORMANCE BANK GUARANTEE FORMAT

(Stamp paper/ Franking to be done by bank for value of ₹500/-)

Bank Guarantee No.....

Date.....

To,

General Insurance Corporation of India, 170, "Suraksha",

J. Tata Road, Churchgate, Mumbai 400020.

In consideration of the **General Insurance Corporation of India**, a company registered under the Companies Act 1956, and having its registered office at 170, "Suraksha", 170, J. Tata Road, Mumbai 400020 (hereinafter called 'Corporation'), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assigns having entered into an agreement dated_____ for the (*) (hereinafter called "the Agreement") with_____ having its registered office at_____ (hereinafter called the said "Contractor" which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, and permitted assigns) and the Contractor having agreed to provide a guarantee for its performance in the form of an unconditional, irrevocable and continuing Performance Bank Guarantee as per the terms and conditions of the (*) dated (*).

(Hereinafter referred to as "the RFP") and the Agreement, for the due fulfillment by the Contractor of the terms and conditions contained in the RFP, the Contractor's Technical bid and the Agreement,

1. We, _____ (Name of the bank and full registered office address) (hereinafter called the "Bank"), at the request of _____ (Name of Contractor/s) do hereby guarantee and undertake to issue this Performance Bank Guarantee (hereinafter called "this Guarantee") and to pay to the Corporation on its first written demand all monies payable by the Contractor to the extent of an amount not exceeding ₹ _____ (Rupees only) at any time without any condition, cavil, demur, reservation, contest, argument, recourse or protest and /or without any reference to the Contractor and without the Corporation needing to prove or to show grounds or reasons for demand for the sum specified therein.
2. We, _____ (Name of the bank and full address), do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Corporation stating that the amounts claimed is payable. Any such

demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹_/ (Rupees only).

3. We, _____ (Name of the bank and full address), undertake to pay to the Corporation any money so demanded not exceeding ₹_/ (Rupees only) and any such demand made on us by the Corporation shall be conclusive and binding notwithstanding any difference between the Corporation and the Contractor or dispute raised by the Contractor whether or not in any suit or proceeding pending before any court, tribunal, arbitrator or any authority, our liability under this Guarantee being absolute and unequivocal.

The Payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor shall have no claim against us for making such payment.

4. We, _____ (Name of the bank and full address), further agree that this Guarantee herein contained shall remain in full force and effect during the entire tenure of the said Agreement and till 60 days after all the contractual obligations (including warranty obligations) of the Contractor under the said Agreement, the Contractor's technical bid and Corporation's RFP dated (*) are completed and that it shall continue to be enforceable till all the dues of the Corporation be under or by virtue of the Corporation's RFP or the said Agreement have been fully paid and its claim authorities satisfied or discharged by the said Contractor.

Notwithstanding the above, unless a claim or demand under this Guarantee is made or presented to the Bank within 12 months from the expiry date of this Guarantee, all the rights of the Corporation under this Guarantee shall cease, and the Bank shall be released and discharged from all liability hereunder.

5. We, ____ (Name of the bank and full address), further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or Scope of Work as specified in the Contractor's technical bid or the Corporation's RFP, or to extend the time of performance of the said Contractor from time to time to postpone for any time or from time to time the exercise of powers vested in the Corporation or any rights that the Corporation may have against the said Contractor or to forbear or enforce any of the terms and conditions relating to the said Agreement or any other course or remedy or security available to the Corporation. We shall not be relieved from our liability under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by any reason of any other act or forbearance of other acts or omission or commission on the part of the Corporation or any other indulgence shown by the Corporation or by any such matter or thing whatsoever which under the law would but for this provision, have effect of so relieving us. We further agree to waive notice of any such change, addition, or modification or other acts mentioned above.

6. Any claim which we, _____ (Name of the bank and full address), have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of it hereunder. The Bank will not, without prior written consent of the Corporation, exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations hereunder remain owing and outstanding regardless of the insolvency, liquidation, or bankruptcy of the Contractor or otherwise howsoever. We, the Bank, will not counter claim or set off against our liabilities to the Corporation hereunder any sum outstanding to the credit of the Corporation with us.
7. This Guarantee will not be discharged due to the change in the name, constitution or address of the Bank, the Corporation or the Contractor. We further agree that no change or addition to or other modification of the terms of the Agreement or Scope of Work for (the subject matter of procurement) which may be made between GIC Re and the Contractor, shall in any way release us from any liability under this Guarantee and we hereby waiver notice of any such changes, addition, or modification.
8. We, (Name of the bank and full address), undertake not to revoke this Guarantee during its currency except with the prior consent of the Corporation in writing.
9. Notwithstanding anything to the contrary contained herein and for removal of all doubts we hereby clarify that:
 1. Our liability under this Bank Guarantee shall not exceed ₹ _____/- (Rupees only),
 2. This Bank Guarantee shall come into force immediately and shall be valid up to and including [dd/mm/yyyy] _____ (being the date of expiry date of Guarantee),
 3. The Corporation's right as well the Bank's liability under this Guarantee shall stand extinguished unless a written claim or demand is made under this Guarantee on or before completion of one year (12 months) from the date of expiry of this Guarantee i.e., on or before [dd/mm/yyyy].
4. Our obligation to pay under this Guarantee is as principal debtor and not as surety and it shall not be necessary for the Corporation "to proceed against" the said Contractor or any other person "before proceeding against" the Bank and the Guarantee shall be enforceable against the Bank notwithstanding any other security or Guarantee which the Corporation may have obtained or may obtain from the Contractor at the time when proceedings are taken against the Bank in any manner whatsoever.
10. We have the power to issue this Guarantee in your favor and Shri_ is executing this Guarantee on our behalf, has the necessary power to do so on behalf of the Bank.

11. This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us.

Date:day of..... , 2024

For _____(Name of the bank)

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank

Witnesses:

1.

Signature

Name

Designation

Official Address

2.

Signature

Name

Designation

Official Address

Annexure VI

The Bidders that desire to bid against this BID, shall compulsorily sign Code of Integrity and an Integrity Pact with the GIC Re to be monitored by the INDEPENDENT EXTERNAL MONITORS (IEMS). IEMs, would review independently and objectively, whether and to what extent Bidders have complied with their obligations under the Integrity Pact. This project will be reviewed by following Independent External Monitors-

1. Shri Keshav Kumar, Retired IPS (kkips86gui@gmail.com).
2. Shri Bharat Prasad Singh, Retired IFoS (bps.arunabh@gmail.com).

The said Integrity Pact and Code of Integrity have been attached below.

INTEGRITY PACT

Between

General Insurance Corporation of India (GIC Re) hereinafter referred to as “**The Principal**”, and
..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
.....

The principal is a Government Company formed under the General Insurance Business (Nationalization) Act, 1972, performing its functions as a Reinsurer. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will enter into this pre-contract Agreement, with every Contractor/Sub – Contractor/Vendor/Agency/Supplier/Bidder with whom the Principal intends to enter into any contract above the threshold value of Rupees 50,00,000/- (INR Fifty Lacs), falling under the scope of the ‘GIC Re Procurement Guidelines’ as amended from time to time and administrative instructions issued thereon.

The Principal will appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Provided that nothing mentioned herein shall apply to contracts of insurance, reinsurance, retrocession entered into as part of the Reinsurance business of the Principal or to agency and other service contracts in relation to the core activities of reinsurance and investment of the Principal.

Provided further that nothing mentioned herein shall apply to any branch, representative, subsidiary or other offices of the Principal outside India.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s) which term shall include Vendor(s)/Agency(ies)/Sub-contractor(s) if any, etc.

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- i. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. The Bidder(s)/ Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the Payments made to the Indian agent/ representative have to be in Indian Rupees only. The "Guidelines on Indian Agents of Foreign Suppliers" is placed at page nos. 6-7.
 - v. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". The "Guidelines on Banning of business dealings" is placed at Page nos. 8-15.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, GIC Re.

~~3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without~~

General Insurance Corporation of India

restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor (s)/ Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of GIC Re within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD GIC Re, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD GIC Re has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of GIC Re.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of

this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN BIDDER(S)/ CONTRACTOR(S)

which term shall include Vendor(s)/Agency(ies)/Sub-contractor(s) if any, etc.

1.0 REGISTRATION OF AGENTS

1.1 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with GIC Re shall apply for registration in the prescribed Application – Form.

1.2 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by GIC Re.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian Representative is working on the basis of salary or as retainer, a written document to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of Commission/Remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by GIC Re in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by GIC Re in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

- 2.3** In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4** Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by GIC Re. Besides this there would be a penalty of banning business dealings with GIC Re or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALING

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1. Introduction

- 1.1 General Insurance Corporation of India (GIC Re), being a Public Sector Entity, has to ensure preservation of rights enshrined in the Constitution. GIC Re has also to safeguard its commercial interests. GIC Re deals with Agencies (which term shall include Bidders/ Vendor(s)/ Agency(ies)/ Contractor(s)/ Sub-contractor(s) if any, etc.), who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of GIC Re to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on GIC Re to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 GIC Re reserves its rights to remove any such Agency from its list of approved suppliers / contractors or to ban business dealings if it is found to have committed misconduct and also to suspend business dealings pending investigation. Such stipulation should be incorporated in every Sale/Purchase/Work Order.
- 2.2 Similarly, in case of sale of material, GIC Re reserves its rights to remove any such Agencies / customers / buyers from the approved list, who indulge in lifting of material in unauthorized manner. Such stipulation should be incorporated in every Sale/Purchase/Work Order.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (GIC Re) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to the entire Liaison and other offices of GIC Re located in India, but not to any branch, representative, subsidiary or other offices of GIC Re outside India.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer'* shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser / Customer/ Bidder/ Tenderer'* in the context of these guidelines is indicated as *Agency*.
 - ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other.
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
 - iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:
 - a) For Companywide (entire GIC Re) banning, the CMD GIC Re shall be the Competent Authority as per these guidelines.
 - b) For consideration and passing orders on First Appeals against the order of the CMD GIC Re on banning, Executive Committee (EC) of the Board of GIC Re shall be the *'Competent Authority'*.
 - c) In case the supplier/vendor/contractor etc. is not satisfied with the decision of the First Appellate Authority, it may approach GIC Re Board as Second Appellate Authority.
 - d) CMD, GIC Re shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines, except in the matter of Appeals as specified above.
 - iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department of GIC Re, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
 - v) *'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers'* shall mean and include list of approved / registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers etc.
-

4. **Initiation of Banning/ Suspension**

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of GIC Re may also be competent to advise such action.

5. **Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with GIC Re is under investigation by any department, the CMD GIC Re may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the CMD GIC Re, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should bespecifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all Departmental Heads within GIC Re. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the CMD GIC Re, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of GIC Re as a whole, to deal with such an Agency pending investigation, the concerned General Manager may send his recommendation to CMD GIC Re along with the material available. If CMD GIC Re considers that depending upon the gravity of the misconduct, it would not be desirable for GIC Re and all its offices and Subsidiaries to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the offices of GIC Re, including Branch, Liaison and Representative offices by the CMD GIC Re, a copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue. Suitable advisories may also be issued to Subsidiaries of GIC Re.

5.5 For suspension of business dealings with Foreign Agencies/Contractors/Vendors etc.(hereinafter referred to as Agency),following shall be the procedure :-

- i) Suspension of the foreign agency (ies) shall apply throughout the Company. Subsidiaries / liaison offices would be suitably advised.
- ii) Based on the complaint forwarded by General Manager of the department concerned or received directly by Vigilance Department, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of GIC Re to continue to deal with such agency, pending investigation, Vigilance Department may send such recommendation on the matter to General Manager of department concerned to place it before a Standing Committee consisting of the following :
 1. **GM Finance,**
 2. **GM O.S.D. – Convener of the Committee**
 3. **GM I.T.M.G.**
 4. **GM(Any Other)**

The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by Head of concerned department.

- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director/ Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or GIC Re, Re during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

- 6.4 If the Agency continuously refuses to return / refund the dues of GIC Re without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (GIC Re) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Company (GIC Re) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (GIC Re) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (GIC Re), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including Subsidiaries. However, the Competent Authority can impose such ban unit-wise only if in the particular case banning of business dealings by respective office of GIC Re will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the concerned office of GIC Re. Any ban imposed by Corporate Office shall be applicable across all offices of the Company, unless specified otherwise. Subsidiaries would be suitably advised.

7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.3 Procedure for Banning of Business Dealings with Foreign Agency (ies).

- i) Banning of the agencies shall apply throughout the Company. Subsidiaries shall be suitably advised.
- ii) Based on the complaint forwarded by the head of the concerned department or received directly by CVO, an investigation shall be carried out by Vigilance department. After investigation depending upon the gravity of the misconduct, Vigilance department may send their report to CMD GIC Re who may place it before the standing Committee (as specified in 5.5 (ii) above) The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference to the CMD GIC Re.
- iii) If the committee opines that it is a fit case for initiating banning action, the CMD GIC Re will direct the G.M concerned to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by G.M concerned to the Committee specified in 7.3(ii) above for consideration and recommendation to the CMD GIC Re for decision.
- v) The decision of the CMD, GIC Re shall be communicated to the agency by the concerned Head of Department.

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order /issuance of such Show Cause Notice would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of GIC Re, necessary facility for inspection of documents may be provided.

- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- For exonerating the Agency if the charges are not established;
 - For removing the Agency from the list of approved Suppliers / Contactors, etc.
 - For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11 Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority (as specified in 3(iii) above) upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee (as specified in 5.5 (ii) above) for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, GIC Re may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

CODE OF INTEGRITY DECLARATION FORMAT
(On official letter head of the Bidder)

I _____ working as _____ in _____ (name of the bidder and bidder's address in full be mentioned), hereby solemnly affirm and declare that I have been authorized by the bidder to sign the bids. I, hereby declare and certify, on behalf of the bidder, that we have accepted all the terms & conditions mentioned in the GEM BID Document number _____ and we shall abide by all the terms & conditions of appointment letter/ Agreement/ Bid Document.

I further declare that in relation to my/our Bid submitted to GIC Re, in response to GEM BID Document number _____ /we.....hereby undertake that I/we shall abide with the Code of Integrity as detailed in the BID DOCUMENT, and make disclosure as to any Conflict of Interest at all times, and understand that any breach of the Code of Integrity will render me/us liable to be removed from the list of registered suppliers, and would also subject me/us to other punitive action such as cancellation of contracts, forfeiture of EMD, banning, debarring and blacklisting or action in Competition Commission of India, and so on.

Date:

Signature of Authorized Person of the
Bidder with Seal & Stamp.

Place:

Name:
Designation:
Address:

SAFETY CODE

Scaffolds :-

1. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm. and maximum rise of 300 mm. Suitable hand and holds of good quality wood or steel shall be provided and ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ Horizontal and 1 Vertical).
2. Scaffolding or staging more than 4 m. above the ground floor swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured atleast 1 m. above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only openings as may be necessary for the delivery of materials, such scaffoldings or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of platform, gangway or stairway is more than 4 m. above ground level or floor level, they shall be closely boarded and shall have adequate width and suitably fenced as described above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 1 m. Wherever there are open excavations in ground they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
5. Safe means of access shall be provided to all working places. Every ladder shall be secured fixed. No portable single ladder shall be over 9 m. in length while the width than 290 mm. for ladder upto and including 3 m. in length. For longer ladder this width shall be increased atleast 20 mm. for each additional meter of length.
6. A sketch of ladder and scaffolding proposed to be used shall be prepared and approval of Engineer-in-charge obtained prior to starting the work.

Other Safety Measures :-

1. All personnel of the Contractor working within the site shall be provided with safety helmets & personnel climbing on scaffolding must be provided with safety belts. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
2. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of the work shall be so stacked or placed to cause danger or inconvenience to any person or the public.

Excavation and Trenching :-

1. All trenches, 1.25 m. or more in depth, shall at all times be supplied with atleast one ladder each 3

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mtrs., in length or fraction thereof. The ladder shall be extended from bottoms of the trench of at least 1 mtr. above the surface of the ground. Sides of the trenches which are 1.50 m. or more in depth shall be stepped back to give suitable slope or securely held in timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within the 1.50 m. of the edges of the trench or half of the depth of the trench whichever is more cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

2. The Contractor shall take all measures on the site of the work to protect the Public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at Law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such person or which may with consent of the Contractor, be paid to compromise any claim by any such person.

Demolition :-

1. Before any demolition work is commenced and also during the process of the work :-

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from the risk or explosion or flooding. No floor roof or other part of the building shall so over loaded with the debris or materials as to render it unsafe.

Personal Safety Equipments :-

1. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps to ensure proper use of equipments
 - a) Workers employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective goggles.
 - b) Those engaged in white washing and mixing or stacking of cement bags or any other materials which is injurious to eyes, shall be provided with protective goggles.
 - c) Those engaged in welding work shall be provided with welder's protective eyesight lids.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the Public.
 - f) The Contractor shall not employ men below age of 18 years and women on the works of painting with products containing lead in any form. Wherever men above 18 years are employed on the works of lead painting the following precautions should be taken.
 - g) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - h) Suitable face masks should be supplied for use by the workers when paint is applied in the form of

spray or a surface having lead paint dry rubbed and scrapped.

- i) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation work.
2. When the works is done near any Public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines :-

1. Use of hoisting machines and tackle including attachments anchorage and supports shall conform to the following standards or conditions :-
 - a) These shall be of good mechanical constructions sound materials and adequate strength and free from patent defect and shall be kept in good repair and good working door.

Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength.

Every crane driver or hoisting appliance operator shall be properly qualified and no person under age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch or give signals to operation.

- d) In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be all gear referred to above shall be plainly marked with the safe working load. In case of hoisting a hoisting machine having variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine for any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- e) In case of departmental machines the safe working load shall be notified by the Engineer. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer wherever he brings machinery to the site of work and get it verified by the Engineer concerned.
- f) Motors, gearing, transmission, electric wiring and other dangerous parts of the hoisting appliances should be provided with efficient safeguard hoisting appliances should be provided with such means as will reduced to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mats wearing apparel, such as gloves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- g) All scaffolds, ladders and other safety devices mentioned or described herein shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

- h) These safety provisions should be brought to the notice all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
- i) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangement made by the Contractor shall be open to inspection by the Labour Officer, Engineer



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of the Department, or their representatives.

Notwithstanding the above Clause (a) to (r), there is nothing in these to exempt the Contractor from the operations of any other Act in force in the Republic of India.

Signature of the Contractor.

MATERIAL PROCUREMENT SCHEDULE

#	MATERIAL	QTY REQD	DATE OF ORDER	EXPECTED DELIVERY DATE	ACTUAL RECEIVED QTY WITH DATE OF RECEIPT
1	OLD BRICK BATS (SEASONED BRICKS)				
2	SCREENED RIVER SAND				
3	CEMENT – 53 GRADE				
4	POTABLE WATER				
5	REINFORCEMENT 8 MM DIA				
6	CONSTRUCTION CHEMICALS (FOSROC) WITH BATCH CERTIFICATES				

LABOUR SCHEDULE

SR NO	LABOUR CATEGORY	NOS OF DAILY LABOURS TO BE DEPLOYED FOR PLUMBING DUCTS	NOS OF DAILY LABOURS TO BE DEPLOYED FOR EXT FAÇADE REPAIRS	NOS OF DAILY LABOURS TO BE DEPLOYED FOR TERR AREA WORKS	NOS OF DAILY LABOURS TO BE DEPLOYED FOR PAINTING WORKS
1	Unskilled Labour – Male & Female				
2	Bhistie (Water man)				
3	Skilled Masons				
4	Skilled Polymer Mortar Applicators				
5	Carpenters & Fitters				
6	Skilled Plumbers				
7	Specialized Waterproofing Teams				



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Painters					
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Sign of Contractor

Approval of Consultant's Engineer

PLANTS & EQUIPMENTS SCHEDULE

#	PLANTS & EQUIPMENTS	PROBABLE QTY THAT WILL BE REQUIRED			
		FOR EXT FAÇADE REPAIRS	FOR INTERNAL REPAIRS	FOR TERR AREA WORKS	FOR PAINTING WORKS
1	Scaffolding				
2	Chisel & Hammer				
3	Cutter Machines				
4	Breaker Machines				
5	Pressure Grouting Machines				
6	Drill Machines				
7	Mixer Machines for Mortar				
8	QA & QC Equipments & Silt Content Jars				
9	Sealant Guns				
10	Miscellaneous Tools & Tackles				

Sign of Contractor

Approval of Consultant's Engineer

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आपत्काले रक्षिष्यामि

GIC Re

Tender Document

Name of Work:

Structural Repairs at GIC Re Head Office

Period Of Contract: 6 Months

PART – IV – PRICE BID

भारतीय साधारण बीमा निगम
General Insurance Corporation of India

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FINANCIAL BID

(Bill of Quantity)

<u>BILL OF QUANTITIES (RATES WITH MATERIAL AND LABOUR)</u>					
<u>FOR PROPOSED REPAIRS AND PAINTING WORKS OF SURAKSHA</u>					
<u>STRUCTURAL REPAIRS AND ALLIED REPAIR WORKS GIC 'S HO SURAKSHA SITUATED AT 170, J, TATA ROAD, CHURCH GATE ,MUMBAI-400020.</u>					
(1) Rates for breaking to be inclusive of removing debris out of the Society.					
(2) CUM represents Cubic Meter					
SQM Square Meter					
RMT Running Meter					
KG Kilogram					
LS Lump Sum					
Nos Numbers					
Lit. Litre					
QRO Quote rate only					
#	<u>Item Description in Brief</u>	<u>Quantity (A)</u>	<u>Unit</u>	<u>Unit Rate (B)</u>	<u>Total Amount (A*B)</u>
<u>I</u>	<u>ENABLING WORKS</u>	-	-	-	-
<u>1</u>	Erecting single/double bamboo scaffolding including fixing temporary plywood in min. thickness of 4mm to doors, windows etc. when work is in progress and dismantling the same when work is over..(Note:- Same scaffolding to be used for external painting works)	3500	SQM		
<u>2</u>	Providing and fixing hessian cloth when work is in progress and dismantling the same when work is over.	3500	SQM		
<u>3</u>	Provide safety net for the safety purpose to prevent debris from falling the free movement of vehiclec ,remove the same after the completion of the work.	990	SQM		
-	<u>Total of Enabling works (I)</u>				
<u>II</u>	<u>STRUCTURAL REPAIR WORKS (EXT & INTERNAL)</u>				
-	<u>STRUCTURAL REPAIR WORKS (EXT & INTERNAL)</u>	-	-		

4a)	Drilling holes of required size upto 16 mm Diameter and up to 50mm depth in concrete and cleaning the same as directed.	850	NOS		
4b)	Providing and fixing 12 mm diameter aluminum /PVC injection nipples and securing the same as directed & Providing and injecting cementitious grout using CEBEX-112 additive of 'Fosroc' at the rate of 225 grams per bag of cement and using suitable mechanical gun/pump including mixing etc complete.	850	NOS		
5	Providing, cutting, bending and fixing Additional Reinforcement in position steel reinforcement of specified/required sizes and shapes in the form of main rebars, stirrups & rings, distribution rebars etc., and tying them to shear connectors using GI binding wire. The additional rebars should be coated with TWO coats of Anti Corrosive protective coating & dry sand to be sprinkled on second coat including tying with Annealed Binding wires, providing cover blocks of appropriate sizes etc complete as specified and instructed by the Consultants.	650	KG		
6	Providing & fixing epoxy dipped shear keys of 10mm dia and 4" to 6" length in columns before jacketing, Micro concreting as per Consultants Instructions and directions.	200	NOS		
7	Providing and laying Super fluid Microconcrete of minimum (M- 40 grade) -Roffe crete repairs (or equivalent as specified in the List of Brand names) in beam bottoms, columns, slabs etc. including mixing with 5mm to 10mm size aggregates, waterproof ply wood/ steel plate shuttering, pouring, temping, Consolidating, curing etc complete as per Manufacturer's specification and Consultants Instructions. The item shall be paid on actual consumption of Micro concrete. Rate of this item shall include chipping of concrete, surface preparation, rust removal and prevention treatment as per specs and in accordance with consultants suggestions and directions. The item shall be paid on actual consumption of Micro concrete.	4750	KG		
8	<u>Providing & applying effective polymer Bonding coat (hack Aid plast or equivalent)</u> between old and new concrete after cleaning, drying & applying as per manufacturer's specifications and Consultants Instructions.	300	SQM		

9	Providing, detailing, fabricating and fixing built up sections at desired location using MS Plates of grade Fe 250 as per specifications and approved fabrication drawings (which are to be prepared by Contractor and got approved from Engineer), erecting structural steel members for all heights & at all levels including provision of necessary erection bolts, fixing bolts, nuts, washers, cleats, stiffeners, gussets, base plate, and all necessary operations like preheating as per specifications, straightening, bending, cutting, drilling, grinding, machining if specified, welding, grinding and removing the welding burr and preparing surface for painting with wire brush cleaning and applying two coats of epoxy red oxide zinc phosphate primer of 30 microns each and two coats of Epoxy Corrosion Resistant Enamel paint of 30 microns after fabrication including touching up with spray painting after erection etc complete as directed by Engineer In Charge	2.5	Ton		
10	Providing and fixing in position UV resistant, fire retardant, virtually unbreakable and temperature resistant (-40° C to +130° C) Polycarbonate corrugated sheet of 2mm thickness for roof of approved make to match the roof profile at any height with G.I. J hooks bolts of G.I. clamps nuts & bolts or with self drilling fastener and EPDM washer etc. complete as directed.	50	SQM		
<u>Total of Structural repairs works (II)</u>					
<u>III PROTECTIVE WORKS</u>					
1	<u>Carefully Chiseling/ Chipping out all existing loose decayed Plaster</u> of External Facades, Staircase walls & Parapet walls of Terrace area using Plaster Breaking machine and or Well sharpened Chisel & Hammers at proper angles carting away the Debris outside of Society's Premises etc complete as directed by the Consultants, Providing and applying 20/25 mm thk sand faced plaster to concrete members- brick work etc. of External wall facades using <u>USING READY MIX PLASTER OF ULTRATECH/ WALLPLAST OR EQUIVALENT BRAND</u> including base coat of 13-15mm thick and curing the same for not less than three days and keeping the surface of base coat rough to receive the sand face treatment 6 to 8 mm thick finishing the surface by taking out grains and curing for 7- 10 days etc complete as instructed and directed by the consultants.	3000	SQM		
<u>NOTES:</u> Rates are inclusive of making Pattas, Drip moulds, Corners, Polymer bond coat at the junction of old and new plaster etc.					

2	<u>PLASTER DASH COAT ON EXTENSIVELY DAMAGED WALLS</u> Applying one layer (avg. thickness of 15mm) of plaster dash coat of USING READY MIX PLASTER on extensively damaged wall surfaces, impregnating brick bat pieces in the plaster and bringing the damage surface in line & level with original wall surface prior to carrying out external plastering work all complete as per the instruction & satisfaction of Engineer in charge.	300	SQM		
3	Providing and applying 2mm thk Synthetic plaster over Dead wall areas of external wall facades as per Consultant's instructions and directions.	3000	SQM		
4	<u>Chipping out all existing loose and decayed internal plaster</u> and redoing the same with 15mm thk. USING READY MIX PLASTER finishing with 'Instant Neeru' of Elephant Brand or equivalent in the inside areas of staircase areas and over Internal Structural Members of premises, etc .	840	SQM		
<u>Total of Protective works (III)</u>					
<u>IV</u>	<u>WATER PROOFING WORKS</u>		-		
<u>1</u>	<u>Providing and carrying out waterproofing Treatment to Main Terrace areas as follows:</u>		-		
a)	Removing and demolishing the existing Terrace waterproofing upto slab level (of any thickness), including removal of Damp proof , stacking the excavated debris on the ground floor, in the compound of the building carting away the same outside the building premises.	950	SQM		
b)	Providing and applying 2 coats of approved Rubberized/polymer waterproofing treatment POLY ALK WP	950	SQM		
c)	Providing and laying brickbat pieces over the cement mortar bedding 1:3 adding waterproofing Compound and filling the joints with mortar adding approved waterproofing compound in proportion of 1kg to 1bag of cement.	950	SQM		
d)	Providing and laying 30mm thk I.P.S. floor over the Brick bats laid in required slope using approved waterproofing compound.	950	SQM		
e)	China mosaic toppings as per consultants instructions and directed.	950	SQM		

2	<u>Carefully Chiseling/ Chipping out existing cracked /damaged IPS and Providing I.P.S. Finish over staircase top and lift machine room top etc</u> and laying Brick bats/ Metal pieces to the desired thickness and slope finished with cement mortar plaster of specified and required thk. in CM (1:4), with neat cement slurry including waterproofing compound, curing etc including making junction wattas etc complete as specified and directed.	950	SQM		
	<u>Total of Water Proofing Works (IV)</u>	-	-		
V	<u>PLUMBING WORKS</u>	-	-		
	<u>DRAINAGE LINE</u>	-	-		
1	Removing the existing Vertical drain/ Vent/ Rain water pipe lines On walls and replacing them using std C.I. fittings and New C.I. pipes with suitable clamps including clamping, filling holes with concrete, patchwork plastering for the same, testing as directed by the consultant etc complete with all C.I Fittings viz Y'S, T'S, Bends etc Complete as instructed and directed..(Need Based replacement Considered)				
a)	3" dia (waste pipe)	80	RMT		
b)	4" dia (soil pipe)	70	RMT		
c)	4" dia (rain water pipe)	30	RMT		
2	Removing the existing G.I. water supply wherever corroded and replacing them with standard, ISI approved G.I. pipes TATA / ZENITH 'C' CLASS including G.I fittings/ threadings, cuttings, jointing and fixing with G .I. Brackets & G.I. clamps as specified, scaffolding etc complete as directed by the consultant.(NEED BASED REPLACEMENT)				
a)	½" dia	100	RMT		
b)	¾" dia	80	RMT		
c)	1" dia	50	RMT		
d)	1¼" dia	50	RMT		
e)	2" dia	50	RMT		
	<u>Total of Plumbing works (V)</u>				
VI	<u>EXTERNAL PAINTING</u>				
1	<u>ULTIMA PROTEK</u>	3000	SQM		
a	Scrapping the surface to remove all loosely adhered particles followed by washing with plenty of water using wire brush and jet pressure washer so as to ensure thorough cleaning.				
b	Providing and applying 2 coats of (Asian Paints SmartCare Crack Seal) flexible, glass fibre reinforced acrylic crack filler after widening cracks up to 3mm using scrapper blade or angle cutter. Prime the cracks using (Asian Paints Acrylic Exterior Wall Primer)before applying crack seal.				

c	Providing and applying one coat of (Asian Paints Ultima Protek BaseCoat) fibre reinforced liquid applied membrane having crack bridging ability up to 2.00 mm with <u>topcoats without dilution . Also need to ensure forced coverage of 30-35 Sq.Ft/Ltr/Coat.</u>				
d	Providing and applying two coats of (Asian Paints Ultima Protek TopCoat) Organo-Silicon, UV Cross linking emulsion having (advanced anti algal) high resistance to growth of algae, (DPUR) Superior resistance to dust and dirt accumulation, (colour stay) <u>resistance to fading of colours, protection against bird dropping and longevity of water Proofing for 5 years and paint performance for 10 years</u> so as to obtain an acceptable finish and <u>ensuring coverage of 60 - 65 Sq.Ft/Ltr with 30-35% dilution with water.</u>				
	<u>Note : Same scaffolding erected for civil works to be used for Ext painting works.</u>				
2	Providing all materials and labour for painting woodwork, plain steel surfaces, grills, etc including scaffolding, scrapping Existing paint <u>applying one coat primer, filling the crevices and holes with painters putty and finishing with 2/3 coats of approved quality of Synthetic enamel paint on</u> M.S. grills/ M.S shop doors/main gate/M.S structure to support to sintex tank at the terrace level,etc.	220	SQM		
<u>INTERNAL PAINTING</u>					
3	Scrapping existing paint,Cleaning all surfaces,carrying out surface preparation and Application of <u>100 %Acrylic paint in Staircase areas & common passage areas</u> of approved make, etc.complete.	1250	SQM		
4	<u>Providing /Applying 2/3 coats of White wash</u> in stilt ceiling, Duct,Lift rooms & Lift Shafts.	450	SQM		
<u>Total of Painting works (VI)</u>					
<u>VII MISCELLANEOUS WORKS</u>					
1	Removing the existing sealant from the aluminium windows, clean the entire surface, make sure the surface is sound, wash the surface to the water, allow it to dry, finally apply Nitoseal PU50 is an extremely durable sealant in dynamic joints, offering persistent adhesion once fully cured. Nitoseal PU50 may be applied to joints between 5 and 50mm wide. as directed by consultant.	1500	SQM		

2	Providing and fixing all sides polished natural granite as specified below of approved quality, pattern, colour and thickness for partition including making the groove in existing cladding/ plaster/ concrete/ masonry, machine cutting, leveling, smooth cement plastering along the sides to match the existing surface in cement mortar, filling the joints with neat cement or pigment mixed with cement, cutting for utility pipe in the shape as directed, cleaning, finishing, curing etc complete as directed by Engineer In Charge. ground floor lidges areas.	200	SQM		
	<u>Total of Miscellaneous works (VII)</u>				
	<u>TOTAL OF SECTION - [I + II + III+ IV+ V + VI + VII] EXCLUDING TAXES</u>				

Note:

1. All the rates shall be filled including labor charges, materials, transportation, insurance, loading/unloading, installation, excluding all applicable taxes like GST payable on actuals as per prevailing rules for the said item of work.
2. The contractor shall quote referring to the list of the material & quotation as specified below with ISI mark wherever applicable.
3. The contractor shall obtain prior approval from the Employer / consultant before placing order from the specific material agencies.
4. In case of non-availability of any of the approved / specific materials / agency during / the execution of works. The architect may approve suitable equivalent brand / agency and his decision shall be final and binding on the contractor and the price variation, if any shall be adjusted accordingly.
5. The contractor shall visit the site & refer to the structural & architectural drawings before quoting the rates.
6. If there is any change in the material while execution, the decision will be taken by architect/ company & same will be binding upon the contractor. There may be changes in the drawings during municipal approval & during execution shall be considered by the contractor.
7. Removal of debris from site shall be quoted in above items only.
8. Quality of steel shall be verified by contractor and confirmed by Architect while executing the work.
9. Any other extra item beyond the scope of financial bid shall be brought to notice and confirm by the contractor to Architect and company before execution on site.