आपत्काले रक्षिष्यामि
GIC Re

# TENDER DOCUMENT

*(Re-tender)*

# Construction of Fire Escape Staircase at GIC Re Head Office

**PERIOD OF CONTRACT: 4 MONTHS**

**PART – I – QUALIFICATION BID**

**(Pages 1 – 29 including this cover page – Qualification Bid)**

**Ref: GIC-HO/OSD/Fire_Staircase/448/2026-27**

भारतीय साधारण बीमा निगम
General Insurance Corporation of India

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# AUTHORITY TO TENDER

To,
The Tenderer,

Dear Sirs,

**Sub: "Construction of Fire Escape Staircase at GIC Re Head Office Suraksha".**

Ref: Tender Notice No: GIC-HO/OSD/Fire_Staircase/368/2024-25

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.

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

Thanking you.

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

SD/-

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

# PRE-QUALIFICATION CRITERIA

| # | Criteria | Documents to be provided |
|---|---|---|
| 1 | **Legal Entity**<br><br>The Bidder should be a company registered under the Companies Act, 1956/2013, an LLP, a registered Partnership Firm, or a Proprietorship with valid GST/Udyam registration and a Shop & Establishment certificate. | The following documents must be submitted, as applicable:<br>a. Companies: Certificate of Incorporation.<br>b. LLPs: LLP Certificate of Incorporation issued by the Registrar of Companies.<br>c. Partnership Firms: Partnership Deed along with the Registrar of Firms registration certificate.<br>d. Proprietors: GST/Udyam registration and Shop & Establishment certificate. |
| 2 | **Turnover**<br><br>The Bidder should have had an average annual turnover of INR 50 Lakhs in the last three Financial Years i.e., 2023-24, 2024-25 & 2025-26. | Copy of Audited Balance sheet for the financial years i.e., 2023-24, 2024-25 & 2025-26. must be submitted.<br><br>*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. |
| 3 | **Experience**<br><br>The Bidder should have been in the business of carrying out such Structural steel fabrication construction works/building Works for a period of at least 3 years as on 31.03.2026. | The following documents must be submitted :<br>a) Work/ Purchase Orders confirming years and works completed.<br>b) Execution certificate by client with order value.<br><br>*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 |
| 4 | **Past Project Experience**<br><br>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).<br><br>1. Three similar Structural steel fabrication or building works job for building projects costing not less than the amount equal to 40% (forty percent) of the estimated cost; or<br>2. Two similar Structural steel fabrication or building works job for building projects costing not less than the amount equal to 50% (fifty percent) | 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).<br><br>*No exemption shall be provided in this criterion. |



Public

| | | |
|---|---|---|
| | of the estimated cost; or<br>3. One similar Structural steel fabrication or building works job for building projects costing not less than the amount equal to 80% (eighty percent) of the estimated cost. | |
| 5 | **Profitability and Net Worth**<br><br>The Bidder should have recorded a positive operating profit, i.e., Earnings Before Interest, Taxes, Depreciation and Amortisation (EBITDA), in at least two of the last three Financial Years, i.e., 2023-24, 2024-25 & 2025-26, as per its audited financial statements.<br><br>The Bidder should also have a positive net worth as on 31.03.2026, i.e., for the Financial Year ended 31.03.2026. | Audited P&L statements for 2023-24, 2024-25 & 2025-26, showing the EBITDA; and a CA certificate of net worth as on 31.03.2026 with UDIN. |
| 6 | **Integrity Pact**<br><br>The Bidder is required to enter into an Integrity Pact agreement with GIC Re as part of the bid submission. | The Bidders must sign and submit the Integrity Pact. |
| 7 | **Blacklisting**<br><br>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. |
| 8 | **Liquidation, Receivership & Bankruptcy**<br><br>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. |
| 9 | **Geographic Presence**<br><br>The bidder must have branch offices in the municipal limits of Mumbai/Navi Mumbai or Thane | Address proof of the premises<br><br>(a) if owned, property tax receipt or ownership deed with a recent utility bill; (b) if rented, a valid Leave and License together with the owner's ownership proof; plus the Shop & Establishment license. |

# CHAPTER – I

| NOTICE INVITING TENDER | |
|---|---|
| Name of work | **"Construction of Fire Escape Staircase at GIC Re Head Office, Suraksha"** |
| Period of contract | **4 Months** |
| Earnest Money Deposit (EMD) Amount | **₹ 2,00,000.00 (INR Two Lakhs only)** |
| **Last Date for receipt of Queries from bidders*** | **Within 2 working days of Pre-Bid Meeting** |
| Site Visit | **On the Pre-bid Day** |
| Pre-Bid Queries | **Within 2 working days of Pre-Bid Meeting** |
| 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 and CPP Portal, after last date of receipt of queries and the same will form part of the Tender.

# 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 paymentsaccording 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 payment for the work done will be paid as per the Running Account (RA) bills in following manner: 1) On Excavation and foundation upto plinth work, 2) Gr floor to 2nd floor, 3) 3rd floor & 4th floor, 4) 5th floor & 6th floor with completion of passage on terrace. Above payment is subject to retention of any amount which will be considered while making the final payment.
11. The works contract to be entered into with the successful tenderer will be governed by the GIC RE General Conditions of Contract in force.

12. 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.

13. 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.

14. 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.

**15. Water and Electricity:**

Power and water required for the work will be given by GIC RE from the nearest tapping point. The contractor should make the necessary arrangement fortapping the same at his own cost.

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

17. No advance / mobilization advance will be given.

18. 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.

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# 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. 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.
4. 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 ***FOUR MONTHS*** (excluding time required for further C.C. for amendement of plans considering site conditions (Commencement Certificate) approval from BMC***)***, and the Contractor will have to plan his work accordingly.
5. The maintenance/defect liability period for this work will be 1 Year from the date of completion of the work on site.
6. **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 accept in the form of Bank Guarantee from scheduled Commercial bank.

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 MSME certificate 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 increaseshis earlier quoted rates,
- Withdraw the bids/tender after acceptance by GIC Re.
- 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 the Work Order. In case the Work Order is silent in this regard then within 15 days after issue of the Work Order.

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)

7. 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.
8. 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.

9. 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.

10. 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.

11. Words importing the singular number shall also be deemed to include the plural number and vice versa where the context so requires.

12. The expenses for completing and stamping the agreement shall be paid by the contractor.

13. The General and special conditions are complementary to each other and where they are conflict 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.

14. 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.

15. 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.

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# CHAPTER – IV

## TENDER NOTICE

**Name of Work: "Construction of Fire Escape Staircase 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 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, tender 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 ***FOUR 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. Extra items incase of change in design due to BMC approval

19. GIC RE reserves the right to increase or decrease the tendered quantity.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 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.

6. 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

7. The contractor is responsible for indemnifies 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.

8. 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 **"FOUR 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 without limited to applicable labor laws such as, Contract Labour License (if applicable), and the Minimum Wages Act.

5. 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.

6. 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.

7. The contractor shall maintain and be responsible for maintaining all records pertaining to wages, and attendance in accordance with the relevant regulations.

8. 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.

9. No advance payment will be disbursed to the contractor.

# SCOPE OF WORK

Supply, Erection, Installation, Testing, and Commissioning (SEITC) of Fire-escape staircase 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.

The drawings provided in this tender document are preliminary in nature and are intended to provide an overview of the work. They serve as guidance to tenderers. While carrying out the works, the Contractor shall adhere to the drawings that will be provided during the course of the work's execution.

Upon being awarded the contract, the contractor is required to depute a supervisor at the site.

**Completion schedule:**

i. The contractor is obligated to initiate the work within 15 days from the date of the Work Order, Failure to do so may result in contract cancellation, and the Earnest Money Deposit (EMD) / Security Deposit (SD) will be forfeited. The work must be executedin a skilled and compliant manner, adhering to the relevant Indian Standard Specifications.

**Quality of Works:**

i. All materials provided by the contractor and utilized in the project must adhere to the most recent IS specifications, incorporating any applicable amendments and revisions as they arise. While not all details are explicitly mentioned here, it is imperative that the work aligns with CPWD/IS codes, standard engineering practices, and craftsmanship in every aspect. In cases where there is ambiguity between the specifications, the final and binding decision shall rest with the Officer-in-charge.

ii. Should any work be identified as defective or unsatisfactory, the contractor is responsible for rectifying it at their own expense. If the contractor does not address the defects within the specified time frame as instructed by the Architect/Officer-in-charge, GIC RE reserves the right to have the rectification work carried out, with the cost incurred being deducted from the contractor's bill and recover the balance if the cost increases.

iii. Upon being awarded the contract, the contractor is required to develop and submit a comprehensive quality assurance program and schedule for work completion. Additionally, the contractor must adhere to any other quality plan requirements and work completion

schedules proposed by GIC RE. This submission should encompass all relevant details, including the field equipment that will be employed for quality assurance purposes.

**Site Clearance:**

The contractor must obtain written permission from GIC RE for the erection of temporary work sheds at the site. After the completion of the work, it is the contractor's responsibility to dismantle and remove their temporary sheds, dispose of any debris as instructed by the Architect/Officer-in-charge, and clear away any unwanted materials in a sustainable manner ensuring environmental compliances as applicable. This process should ensure that the constructed area is free of debris and unwanted materials and in a state of ready to use. Removal of debris shall be quoted within the items of schedule.

Any permissions required from BMC, shall be obtained by the Contractor at his own cost.

**Project Information:**

**"Construction of Fire Escape Staircase at GIC Re Head Office"**

**Note:**

Bidders are strongly encouraged to visit the site and personally assess the actual lead and site conditions before submitting their quotations. Any claims for compensation due to a lack of familiarity with the actual site conditions will not be entertained at a later stage.

**Technical specifications:**

1. All civil and works shall have to be carried out strictly as per the specifications including all applicable official amendments and revisions laid down in MCGM guidelines for Civil work. The above volumes are kept in the office of DGM / Civil Projects & Services. However, in cases of conflicts of specifications, M/s GIC RE specifications will prevail.
2. All structural and fabrication works shall have to be carried out as per GIC RE General Specifications and special conditions incorporated under "Structural Steel Construction" (for reference the specifications are kept in the office of the DGM / Civil Projects & Services).

3. ***Bidders may please note that the ready mix RCC grades of M-15 & M-30 grades given in this tender can be supplied using OPC, blue granite coarse aggregates and fine aggregate of "Manufactured / Crushed sand (M-sand) or river sand". The quoted rate shall be firm and single rate irrespective of the use of M-sand / river sand.***

4. ***Structural Steel for Staircase Fabrication & Concrete for Foundations shall be tested & JSPL Steel test reports shall be provided by the contractor before commencing the work on site.***

# CHAPTER – VI

## STATUTORY ANNEXURES

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

- **Minimum Wages Act, 1948:**

- **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 the proviso to Section 2 (i) of the Employee's Compensation Act, 1923."

**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 from the Contractor.**

# CHAPTER – VII

## GENERAL AND SPECIAL SPECIFICATIONS

### 1. Site Clearance

All areas designated for construction and those required by the Contractor for their construction facilities must be cleared of all debris and objectionable materials at the Contractor's expense. Trees, if present, shall not be uprooted or cut without prior approval from the Officer-in-charge. Any waste materials, unusable items, and debris must be either incinerated or removed from the site. Usable materials, valuable timber, and firewood, among other items, should be properly stored at the work site as directed by the Officer-in-charge. The cost associated with clearing these areas is considered to be included by the tenderer in their general rate.

### 2. Earthwork for Foundations

Excavation work for foundations and filling within foundations must adhere to IS 1200 (Part 1): 1992. The designated area for excavation or filling with excavated materials should be clearly marked by the Contractor in the field. Excavation must align precisely with defined lines and levels, as indicated in the drawings or specified by the Officer-in-charge.

Rough excavation may be performed up to a depth 15 cm less than the final level, with the remaining portion excavated meticulously to the exact level. Any soft soil pockets encountered, even below the final level, must be removed, and the excavation filled as directed by the Officer-in-charge. The excavation methods, in all cases, are subject to approval by the Officer-in-charge, and the contractor is responsible for ensuring the safety and stability of the excavations, as well as adjacent buildings, structures, services, and other works near the work site.

Where necessary, the Officer-in-charge may instruct the contractor to timber and shore the sides of the excavation at the contractor's expense, using a proper method approved by the Officer-in-charge. In the event of a slip, regardless of the circumstances, the contractor must remove all slipped materials from the excavated pit at their own expense. Furthermore, any damage caused to the work or adjacent buildings and structures due to the slip must be rectified by the contractor at their own cost.

All excavation work must undergo inspection and receive approval from the Officer-in-charge before any subsequent work is permitted to commence in the excavated areas. In the event that any excavation exceeds the specified depth, the contractor is required to fill it up at their own expense using the same type and class of material intended for the excavated section. It's important to note that no payment will be issued to the contractor for this matter.

The contractor is responsible for maintaining a water-free environment in both the excavations and the structures under construction throughout all stages of the project. They must implement all necessary measures to effectively divert and exclude water sources such as streams, aquifers, springs, surface flows, etc., to ensure that the construction proceeds under reasonably dry conditions, in alignment with the construction schedule.

The backfilling process around the foundations, trenches, plinth, and under the floor should adhere to the guidelines outlined in IS 1200 (Part 1): 1992. The final level of the plinth filling should be carefully adjusted to achieve the required slope for the finished floor.

Backfilling, including watering and the consolidation of excavated earth in layers, must be carried out as per the specified requirements, unless otherwise specified in the tender schedule. The aim is to ensure that this process is completed in accordance with the provided specifications.

3. **Plain and Reinforced Cement Concrete Works:**

All aspects of design and construction must adhere to the Indian standard code of Practice for plain and reinforced concrete - IS 456:2000. Any specific requirements mentioned in the drawings or bill of quantities take precedence over the provisions of this specification.

Controlled concrete should be used wherever it is specified in the schedule of items, in compliance with all the stipulations of IS 456:2000 and as per any special specifications provided in the documentation.

The coarse aggregate used must consist of hard broken granite stone jelly available in various sizes as specified in the respective items in the Bill of Quantities. These aggregates should conform to the latest edition of IS 383.

The Officer-in-charge has the authority to request the contractor to perform moisture content tests for both fine and coarse aggregates, utilizing IS – 2386 for determination. Any observed variations in moisture content should be compensated for by adjusting the amount of water added to the mix. Maintaining precise control over the mixing of water is of utmost importance.

Mixtures equipped with automatic water measuring drums should be employed, but if not available, water must be measured by volume using calibrated buckets. All measuring equipment should be kept in a clean and functional condition, with accuracy periodically verified and certified by the Officer-in-charge.

Additionally, the contractor is required to conduct slump tests and take test cubes at regular intervals. All sampling and analysis methods for concrete must comply with IS – 1199.

Concrete mixing must be strictly conducted using an approved mechanical mixer. The mixing equipment should have the capability to thoroughly blend aggregates, cement, and water within the specified time, which should not be less than 2 minutes. It should also discharge the mixture without causing segregation.

Mixing should continue until the concrete exhibits a uniform color and consistency. During transport from the mixing location to the final deposit site, concrete should be handled as swiftly as possible, using methods that prevent segregation or any loss of ingredients.

Before depositing the concrete, it's essential to remove all debris and dirt from the area where the concrete will be placed. Additionally, concrete should not be poured unless the formwork precisely matches the shapes, lines, and dimensions specified in the drawings. This ensures that the final structure aligns with the intended design.

Unless otherwise approved, concrete should be placed in a single operation to achieve the full thickness of slabs, beams, and similar members, with a maximum depth of 1 meter in walls, columns, and similar components. Concrete must be continuously placed until the designated portion of the work between construction joints is completed or as instructed by the Architect/Officer-in-charge.

Once concrete is laid, it should be compacted using approved vibrators under proper supervision as directed by the Architect/Officer-in-charge. Care should be taken to prevent segregation and the formation of air bubbles during this process.

The entire sequence, from concrete mixing to placement and compaction, should not exceed 20 minutes, and it must be completed before the initial setting of the concrete. Curing should be carried out in accordance with IS-456 by covering the concrete with materials like sacking or canvas that can absorb water. This covering should be kept constantly wet for the duration specified by the Architect/Officer-in-charge. Proper curing is crucial to ensure the concrete attains its desired strength and durability.

4. **Reinforcement**

All reinforcement must be thoroughly clean and free from pitting, loose mill scales, dust, loose rust, and any coatings such as paint, oil, or other substances that could harm or diminish the bond. The construction methods and workmanship concerning reinforcement, including bar bends, lap splices, and installation, must comply with IS-2502 and IS-456.

The bars should be bent as per the bar bending schedules specified in the drawings or provided separately for each relevant drawing. The contractor is responsible for verifying the accuracy of these schedules, which include information about the number, length, and bending details of the bars.

Unless otherwise directed or authorized by the Officer-in-charge, the numbers, sizes, shapes, and positions of all reinforcement must strictly align with the drawings. To secure the reinforcement in place, 18/20 SWG soft black annealed binding wire should be used. The contractor must obtain the Structural/Officer-in-charge's approval for the placement of reinforcement before any concrete is poured into the formwork.

Entire Reinforcement for foundations and slabs shall be as per technical guidelines and drawings provided by Architect / Structural Engineer.

5. **Form Work**

Formwork must be as per the standards for foundation & landing slabs. It should be well within the permissible tolerance limits. Formwork for concrete can be made from plywood, steel, well-seasoned timber, or other approved materials. It must be properly designed for easy removal and cleaning, and it should possess sufficient strength and rigidity to maintain its position and shape under the loads associated with concrete placement.

The number, sizes, and layout of props used in the formwork should be capable of safely supporting the full dead load and any constructional loads. The arrangement and alignment of the formwork should be approved by the Architect/Officer-in-charge before concreting. However, this approval does not absolve the contractor of their responsibility for ensuring proper work and safety.

Formwork should be tightly constructed to prevent the loss of cement slurry from the concrete. All joints and holes in the formwork should be sealed with putty, jute cloth, or other approved materials to the satisfaction of the Architect/Officer-in-charge. The timing for removing the shuttering and formwork should generally adhere to the provisions outlined in the relevant clauses of IS 456.

Unless otherwise specified, the rates for reinforced cement concrete should include the cost of centering and shuttering charges.

### 6. Random rubble masonry

Random rubble masonry shall be properly laid for the purpose of P.C.C in foundation works. The thickness of the rubble shall be confirmed by the Structural Engineer.

### 7. Brick Masonry:

First class bricks used in construction should be sound, hard, tough, rectangular in shape and size, well burnt, and have a uniform deep red or copper color. They should conform to IS – 1077 standards. These bricks must be free from cracks, chips, flaws, stones, or humps. They should have a uniform texture, produce a clear ringing sound when struck, and have a minimum compressive strength of 50 kg/sq.cm. They should not absorb more than 20% of their weight in water after being soaked in cold water for 24 hours. All first-class bricks should be table molded.

Second class bricks are ground molded and should generally meet the specifications of first-class bricks, except that some surface cracks are allowable. They should also have a minimum compressive strength of 50 kg/sq.cm.

### 8. Curing

To protect newly constructed masonry work, curing by Potable water shall be carried out for 3 days, during the day time

Proper curing is crucial to achieve the desired strength and durability of the masonry work.

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### 9. Scaffolding

- Scaffolding: Typically, single scaffolding will be used, but if the specific work demands it and is approved by the Architect/Officer-in-charge, double scaffolding may be used. Safety measures for both workers and the work site should be strictly adhered to.

- No additional payment will be provided for cutting bricks, whether for creating openings, rounding, insertions, or recesses during brick wall construction. The rate should cover all these aspects.

### 10. Damp Proof Course

Damp proof course is an essential element in construction. It can be implemented either with cement concrete or cement mortar, as specified in the relevant item of the schedule in construction of foundation and plinth. Here are the key points:

- Cement Concrete Damp Proof Course: If using cement concrete, it should be either 25 or 38 mm thick, made with cement of grade M15/M20, and include 12 mm and downsize aggregates. It should be well rammed and smoothed with a trowel. After drying, two coats of hot bitumen should be applied, followed by sprinkling sand over it.

- Cement Mortar Damp Proof Course: Alternatively, a damp-proof course with cement mortar can be 12 or 20 mm thick, made with a mix of cement and sand in a ratio of 1:3. Crude oil, equivalent to 5% by weight of cement used, should be mixed in.

- **Waterproofing:** If specified, incorporate an approved waterproofing compound as per the manufacturer's guidance. The rate for plastering should encompass expenses related to scaffolding, swing, labor, and materials, ensuring compliance with the project's specifications.

- **Rolled Steel Sections:** The rolled steel sections should adhere to IS – 226. These sections must undergo cold straightening, ensuring that the finished products are free from bends and other defects. The materials used in fabrication should meet the highest quality standards as per the relevant IS specifications. Glass thickness and specifications should align with the relevant bill of quantities item. The glass itself should be free from flaws, specks, bubbles, and similar imperfections. Bolts, nuts, screws, peg stays, and other mild steel fittings must be treated for corrosion as per the relevant Indian Standards. The putty used for glazing should conform to IS – 420.Fe500 grade

- **Surface Preparation:** Prior to dispatch, all steel surfaces must be meticulously cleaned to remove rust, scale, dirt, and mill scale by approved methods. They should then be coated with one layer of approved primer complying with IS – 102. Alternatively, if specified, they can be galvanized through the "Hot dip" zinc spray or electro galvanizing process as described in IS – 1361.

- **Installation:** Doors, windows, ventilators, etc., should be installed as specified under IS 1081.

## 11. ROOFING

### A. R.C.C Slabs

The roof slab must adhere to rigorous standards to ensure its structural integrity. It should be constructed using Reinforced Cement Concrete (RCC) with a specified mix, following the guidelines set forth in IS: 456. This mix should contain adequate main tensile, transverse, and adhesive reinforcement in the form of ribbed steel bars or mild steel rounds.

Additionally, the inclusion of expansion joints in reinforced cement slabs should adhere to the specifications outlined in IS: 456. Expansion joints are pivotal in ensuring the structural integrity of the slab, allowing for controlled movement, and preventing potential cracking or damage.

Ceiling finishing must adhere to the guidelines outlined in IS: 456. It's essential to note that no additional payment will be provided for the cost of ceiling plaster if it's required due to the use of defective centering materials or poor workmanship.

**12. Painting**

All painting activities shall strictly adhere to the provisions outlined in IS 2395 – Part I and the applicable Indian Standard Specifications. The paints, varnishes, cement paints, and related materials used must be of the highest grade and sourced from well-established approved manufacturers. These materials shall be transported to the construction site in their original, sealed containers.

To maintain consistency, it is preferable to use products from a single manufacturer whenever possible. The chosen colors must be uniform and resistant to fading. Prior to making bulk purchases, samples of all selected colors must be submitted to the Architect/Officer-in-charge for approval. The completed painting work should precisely match the corresponding samples maintained by the Engineer.

**********

आपत्काले रक्षिष्यामि
GIC Re

# Tender Document

*(Re-tender)*

**Tender No:**

**Name of Work:**

**Construction of Fire Escape Staircase at GIC Re Head Office**

**Period of Contract: 4 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 Work Order, unless otherwise specified in the Work Order. In the absence of the executed contract agreement, the Work Order, 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

**Confidentiality and Legal Obligations:** The Contractor is obligated to ensure that all their employees engaged in work related to this contract are aware of and comply with the provisions of the Indian Official Secrets Act 1923 (XIX of 1923) and any guidelines issued by the Company, which remain applicable during and after the execution of the work under this contract.

- **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 lump-sums 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 Indian Penal Code 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 or reconstruction 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.

  - **Sub-letting Prohibition:** The Contractor is strictly prohibited from sub-letting any part of the contract work 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 rescind the contract along with forfeiting of the performance security deposit, if deem necessary. 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.

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## 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 Akash Taneja, ITS (Retd.) (ataneja008@gmail.com)
2. Ms. Sivagami Sundari Nanda, IPS (Retd.) (Sundari.nanda@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:

- Payment of Wages Act, 1936,
- Employees Liability Act, 1938,
- Workmen's Compensation Act, 1923, and
- 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.

- **Terms for Customer Sites:** If the construction work is to be carried out at GIC RE customer's sites, the provision of power, water, and compressed air will be subject to the terms and conditions outlined in GIC RE's contract with the customer. The contractor must adhere to these terms while carrying out the work at such locations.

### 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 Workmen's Compensation Act 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 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 on Death of contractor

This clause states that GIC RE has the option to terminate the contract without compensating the Contractor in the event of specific circumstances:

GIC Re may, terminate this Agreement in whole or in part by giving the Contractor (*) days prior and written notice indicating its intention to terminate this Agreement under following sub-clauses:

A. Where it comes to GIC Re's attention that the Contractor (or the Contractor's Team) is in a position of actual conflict of interest with the interests of GIC Re in relation to any of terms of the Contractor's Bid, the Tender Document, or this Agreement. The effective date of termination shall be the date when actual conflict of interest takes place.

B. Where the Contractor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Contractor upon any failure by the Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Contractor or the happening of any such events that are adverse to the commercial viability of the Contractor. GIC Re reserves the right to take any steps as are necessary to ensure the effective transition of the project to new Contractor and to ensure business continuity and the Contractor and/or its successor in interest pursuant to occurrence of bankruptcy shall co-operate for the same. The effective date of termination shall be the date when actual default/even leading to termination takes place.

C. Termination for Convenience: The notice of termination shall specify that termination is for GIC Re convenience, the extent to which performance of work under this Agreement is terminated, and the date upon which such termination becomes effective.

D. GIC Re may terminate this Agreement, if the Contractor fails to comply with any decision reached consequent upon arbitration proceedings pursuant to dispute resolution clause hereunder.

E. If at any point of time and for any period, the Liquidated Damages exceed 100% of PBG submitted by the Contractor and the Contractor at the option of GIC Re fails to furnish the PBG to meet up the shortfall.

F. If the aggregate of Liquidated Damages levied under the Liquidated Damages clause exceeds the amount mentioned therein, GIC Re reserves the right to terminate this Agreement by giving (30) days' notice and pursue other remedies available under this Agreement in addition to setting off the Liquidated Damages or recovering the same from PBG.

G. The Contractor may, subject to approval by GIC Re terminate this Agreement before the expiry of its term by giving GIC Re a prior and written notice at least 90 days in advance indicating its intention to terminate the Agreement.

H. Without prejudice to foregoing condition, GIC Re shall be entitled forthwith to terminate this Agreement, where:

a. GIC Re is not satisfied with the quality of Construction rendered by the Contractor for which GIC Re has put a written notice and the Contractor has failed to correct/ rectify the same within (*) days of such written notice from GIC Re.

b. the Contractor acts in any manner which might prejudice the goodwill and/or image of GIC Re.

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. Where the termination of this Agreement is prior to its stipulated Term, GIC Re through unilateral re-determination of the Contract Price payable to the Contractor shall pay the Contractor for that part of the Services which have been authorized by GIC Re and satisfactorily performed by the Contractor up to the date of termination subject to deduction of any amount payable by the Contractor under this Agreement.

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.

## 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:

- **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.

## 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 Minimum Wages Act, 1948, Factories Act, 1948, Workmen Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Payment of Gratuity Act, 1972, Employee State Insurance Act, 1948, Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, 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 affectthe 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 defined in the Contractor's Labour Regulations.

3. The contractor is solely responsible for ensuring full compliance, either directly or through sub-contractors, with all the regulations specified in the Contractor's Labour 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 Labour 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 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:

- The contract labour (Regulation and abolition Act 1970)
- The minimum wages Act 1948.
- The payment of wages act 1936.
- The Factories Act 1948.
- The Employees Provident Fund and Miscellaneous Provisions Act 1952.
- The Employees State Insurance Act 1948.
- The workmen's Compensation Act 1923.
- The Industrial Dispute Act 1947, and
- 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 Minimum Wages Act, 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 in Tamil 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 Contract Labour (Regulation & Abolition) Act 1970 Rules:

- **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.

30. The Contractor must display an abstract of the Contract Labour (Regulation & Abolition) Act.

31. The Contractor is required to submit a half-yearly return in duplicate to the Licensing Officer.

32. The Contractor must periodically submit the required returns under the Contract Labour (Regulation & Abolition) Act 1970 to GIC RE Management.

33. The Contractor must promptly provide up-to-date information in writing regarding the attendance of the workers employed by them.

34. 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.

35. 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

36. 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.

37. 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.

38. 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 Section 59 of the Factories Act 1948.

39. 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.

40. The Contractor must grant four paid National Holidays to their workers, namely, 26th January 1st May, 15th August, and 2nd October.

41. The Contractor must ensure that their workmen vacate the premises promptly after the completion of their shift.

42. 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.

43. 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.

44. The Contractor must comply with the provisions related to Welfare and Health facilities as outlined in the Contractor Labour (Regulation and Abolition) Act 1970.

## Notice Of Accidents

45. 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 ESI/Workmen's Compensation Act, Factories Act, and the rules made under these acts. Additionally, the contractor is obligated to maintain an accident register in accordance with the relevant Act.

46. 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 Workmen's Compensation Act 1923. (This requirement should be read in conjunction with the provisions of the ESI Act).

## Coverage Under The Esi Act / Pf And Miscellaneous Provisions Act

47. 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.

48. The Contractor shall regularly pay contributions, including employer's and employee's contributions, as per the scheme's requirements.

49. The Contractor shall stay informed about any amendments in the contribution rate mentioned above and act accordingly.

50. 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.

51. The Contractor shall stay informed about any amendments in the rate of contribution payable under the scheme from time to time.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

भारतीय साधारण बीमा निगम
General Insurance Corporation of India

आपत्काले रक्षिष्यामि
GIC Re

# TENDER DOCUMENT

*(Re-tender)*

# Construction of Fire Escape Staircase at GIC Re Head Office

**PERIOD OF CONTRACT: 4 MONTHS**

**PART – III – List of Annexure (Technical Bid Checklist)**

**(Pages 1 – 33 including this cover page – 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 VII)** | |
| 10 | Documents sought as per Pre-qualification criteria PQC 7 **(As per Annexure II)** | |
| 11 | Documents sought as per Pre-qualification criteria PQC 8 **(As per Annexure III)** | |
| 12 | Documents sought as per Pre-qualification criteria PQC 9 | |

| | | |
|---|---|---|
| 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 Minimum Wages Act, Earned Leave (EL) Wages, and Holiday Wages in accordance with the **Minimum Wages Act, 1948**. 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 commits 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. | S t at 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. | A d dress f or 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/ Ccompany | |

Place:
Date:

Signature of Authorized Signatory:
Office Seal:

# Annexure II

**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 III

**Declaration regarding PQC 8**

**(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 IV

**DEED OF INDEMNITY (By Successful bidder)**

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

This Deed of Indemnity is made and executed at Mumbai on this_____day of_____**2026** 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, arbitrative 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

regulations, or any amendments thereof and shall keep GIC Re, indemnified in case of breach of this warranty.

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

3. In addition to the indemnification provided in clause 1 and 2 above, the Contractor hereby undertakes to indemnify GIC Re as per the terms and conditions of this Indemnity which are as follows:

a. The Contractor shall indemnify and hold harmless GIC Re against any costs, loss, damages, expense, claims whether on account of bodily injury, death, or damage to property (including any intellectual property claims) arising in favor of any person, corporation or other entity (including GIC Re and any third party) or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period arising out of:

a. any Negligence or wrongful act or omission or Willful Misconduct by the Contractor, the Contractor's Team or any third party engaged by the Contractor in connection with or incidental to the Agreement; or

b. any breach of any of the terms of, the RFP, Contractor's Bids and the Agreement by the Contractor, the Contractor's Team or any third party engaged by the Contractor.

c. performance or non-performance under the Agreement.

b. In addition to the above the Contractor shall always indemnify and hold harmless GIC Re against any and all claims by employees, worker, contractors, sub-contractors, suppliers, agent(s), employed, /engaged or otherwise working for the Contractor, in respect claims of wages, salaries, remuneration, compensation or the like.

4. In addition to the indemnification provided in clause 1, 2 and 3 above, the Contractor hereby acknowledges and agrees that the misappropriation or misuse of Confidential Information of GIC Re will result in irreparable and continuing damage to GIC Re for which there may be no adequate remedy at law. In the event of such a breach by the Contractor leads to GIC Re suffering or incurring losses, damages, claims, or expenses, GIC Re shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.

5. Notwithstanding the above, Contractor shall have no obligations with respect to any indemnity claims to the extent that the indemnity claim arises or results from:

a. Contractor's compliance with GIC Re's specific technical designs or instructions.

b. Inclusion in a service of any content or other materials provided by GIC Re.

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/whereby 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 VII

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 Akash Taneja, ITS (Retd.) (ataneja008@gmail.com)

2. Ms. Sivagami Sundari Nanda, IPS (Retd.) (sundari.nanda@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 25,00,000/- (INR Twenty Five 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 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: Suraksha

Date: 17.11.2026

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.

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# 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 be specifically 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:

a) For exonerating the Agency if the charges are not established;

b) For removing the Agency from the list of approved Suppliers / Contactors, etc.

c) 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.

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## 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:

भारतीय साधारण बीमा निगम
General Insurance Corporation of India

आपत्काले रक्षिष्यामि
GIC Re

# Tender Document

*(Re-tender)*

**Tender No:**

**Name of Work:**

**Construction of Fire Escape Staircase at GIC Re Head Office**

**Period Of Contract: 4 Months**

**PART – IV – PRICE BID**

**(Pages 01 – 07 including this cover page – Price bid only)**

भारतीय साधारण बीमा निगम
General Insurance Corporation of India

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# FINANCIAL BID

## (Bill of Quantity)

**As per the BoQ Attached in CPP Portal**

**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 pries 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.

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# भारतीय साधारण बीमा निगम
# General Insurance Corporation of India

## List of Materials To be Used

CONSTRUCTION MATERIAL

| | |
|---|---|
| 1) Cement for R.C.C./P.C.C. Sand, Aggregate | Ambuja /Ultra Tech cement, fresh river sandmahad,shahad, aggregates as specified |
| 2) Sand for Plastering, foundation etc. | Confirming to IS 1542 obtained from riverbed. Sand shall not contain more than 8% of mud. |
| 3) Structural Steel for Fabrication | Tata Steel, Rashtriya Ispat Nigam Limited, Jindal Steel & Power JSPL |
| 4) Tor Steel bars for foundation & slabs | Tata Steel, Rashtriya Ispat Nigam Limited, Jindal Steel & Power, Sail, JSW |
| 5) Waterproofing compound for foundations, Plinth, slabs etc. | Approved ISI marked, Sisco, Impermo, accoproof or seoth waterproofing compound, Fairmate, Dr. Fixit S.B.R. |
| 6) Synthetic enamel paint with 2coats of primer | Approved ISI marked |
| 7) Dry rubble, aggregates, Brickbat coba | As per specification in Estimate |
| 8) Mild steel for railing & S.S. handrails M.S. plates | For M. S standard thickness & S.S.grade 316 |
| 9) Second class brick masonry | Conventional/ I.S.marked |
| 10) Jute kantan screen, scafolding, shuttring, Centering, fireproof doors | As specified by architect<br>BISON panel with fire rated material fireproof handles, glass wool filing |

Digitally signed by RISHI NARAYAN
Date: 2026.11.20 15:09:32 IST
Location: eProcurement System for Central PSUs