



भारतीय साधारण बीमा निगम  
General Insurance Corporation of India



## TENDER DOCUMENT

**Open Tender for Electrical Repairs at  
GIC Suraksha, 170, J Tata Road, Churchgate,  
Mumbai- 400 020**

**PERIOD OF CONTRACT: 6 MONTHS**

**PART – I – QUALIFICATION BID**

भारतीय साधारण बीमा निगम  
General Insurance Corporation of India

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AUTHORITY TO TENDER

Date: 20.04.2026

To,  
The Tenderer,  
Dear Sirs,

**Sub: "Open tender of Electrical Repairs as per the Electrical Audit report at GIC Re HO, Suraksha, Churchgate, Mumbai 400020".**

Ref: Tender Notice No: GIC-HO/OSD/Electrical\_RFP/25/2026-27

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

- Qualification bid consisting of Notice inviting Tender (NIT),
- Scope of Work & Specifications,
- General Conditions & Special Conditions of Contract,
- 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. Bidder should only submit their bid if they consider themselves eligible and they are 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 the website shall form part of the 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](http://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 Earnest 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 the opening date, the contractor can login and see the bid opening process. After opening of bids, 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. Contractors can upload documents 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/tendersandnotices/>] as well as on the [<https://etenders.gov.in/eprocure/app>] portal.
15. In respect of lockdown and other restrictions being enforced by the government will automatically be part of contract. All guidelines issued by the governments on time to time in respect of precautions as well as guidelines to be followed to stop the spread of Covid-19 virus or any other communicable disease at site.

**IMPORTANT NOTE**

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

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

**Thanking you.**

**Contact person:**

**Rashmi Pawar – Chief Manager**

**Prikshit Mishra – Assistant Manager**

(Office Service Department)

Ph: 022-22867243/7231

E-mail: [osd@gicre.in](mailto:osd@gicre.in) /

[rashmipawar@gicre.in](mailto:rashmipawar@gicre.in)/

[prikshitm@gicre.in](mailto:prikshitm@gicre.in)

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

## 1. PRE-QUALIFICATION CRITERIA

GIC Re will evaluate proposals and select the Bidder based on the following criteria:

S.N.	Criteria	Documents to be provided	Reason for Criteria
<b>Part A: Generic Pre-Qualification Criteria</b>			
1.	The Bidder should be a practicing Electrical Service Provider registered Partnership Firm/Proprietorship Firm/LLP/company registered under the Companies Act, 1956/ 2013 having registered office in India.	Certificate of Incorporation	This is to make sure that GIC Re can enter valid service contracts with the successful bidder within Indian jurisdiction.
2	The Vendor must have a valid Indian Permanent Account (PAN) No. and GST No.	PAN card and GST registration certificate	
3	<b>Geographic Presence</b> The bidder must have branch offices in Mumbai/ Thane/ Navi Mumbai	Certificate of Incorporation, Address proof of the premises (Shop & Establishment license, Leave and License agreement, if on rent). The bidder shall be operating from the premises for at least 3 years	Having a local presence would ensure that the bidder will be capable of executing the said work efficiently and in timely manner. Geographical proximity with ensure prompt servicing if the need arise.
4	<b>Turnover</b> The bidder's annual average turnover should be a <b>minimum of INR 3.4 Crore</b> (Rupees Three Crores Forty lakhs) for the last three financial years (2022-23, 2023-24, and 2024-25).	The bidder should submit audited financial statements of the past three financial years (2022-23, 2023-24, and 2024-25) in support of the same. <i>*In case any bidder is seeking exemption from Turnover Criterion, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.</i>	Since this is a works project, the average turnover is set at 4 times the project cost to ensure that the Bidder has enough financial standing to execute the work.
5	<b>Profit</b> The bidder should be a profit-making company in the last three Financial Years i.e., 2022-23, 2023-24 & 2024-25.	Copy of Audited Balance sheet for the financial years i.e., 2022-23, 2023-24, and 2024-25 must be submitted. Company should be profitable in any of 2 years out of 3 financial years. <i>*In case any bidder is seeking exemption from Profit Criterion, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.</i>	This is to ensure that the Bidder has enough financial standing to execute the work.
6	CA Audited IT Returns filed for the <b>last 03 financial years</b> (Assessment	The bidder must submit a copy of CA Audited IT returns filed for the	To check and ensure the bidders are compliant with

	year 2022-23, 2023-24 & 2024-25).	last 03 financial years (Assessment year 2022-23, 2023-24 & 2024-25). <i>*In case any bidder is seeking exemption from Taxation Criterion, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.</i>	the prevailing tax laws.
7	<b>Liquidity</b> The bidder should not be under liquidation, court receivership, or similar proceedings, and should not be bankrupt.	The bidder should upload self - declaration <sup>#</sup> regarding the same on the official letterhead of the company	This is to ensure that the bidder has a good track record while rendering similar services.
8	<b>Blacklisting</b> The bidder should not have been blacklisted by any department or institution or undertaking of the Government of India and the Government of Maharashtra.	Declaration <sup>#</sup> in this regard by the authorized signatory on behalf of the bidder on the company letterhead.	This is to ensure the reliability of the Bidder to protect us from dealing with companies that do not have a good track record.
9	<b>Integrity Pact</b>	Bidders must submit a duly signed Integrity Pact <sup>#</sup> as per the format provided in the Tender.	Required as compliance with the Guidelines issued by the Central Vigilance Commission (CVC).
<b>Part B: Project Specific Pre-Qualification Criteria</b>			
10	The bidder should have a Valid Electrical Supervisor License and Electrical Contractor License issued by the State Government.	Copy of the Valid Electrical Supervisor License and Electrical Contractor License issued by the State Government.	To ensure that the bidder has experience and expertise in executing similar works.
11	<b>Past Project Experience</b> The Bidder shall possess the documents for similar works for commercial/ Industrial premises in the last 03 years (FY 2022-25) as per the below criteria 1. One similar work, each costing not less than 80% of the estimated cost OR 2. Two similar works, each costing not less than 50% of the estimated cost OR 3. Three similar works, each costing not less than 40% of the estimated cost	For fulfilling the past performance criteria, below documents should be provided by the bidder: Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer  No relaxation will be given in this criteria to any startup or MSEs	

12	<p><b>Experience</b> The bidder shall have a minimum experience of 5 years for similar works for commercial/ Industrial premises</p>	<p>Copy of Work Orders etc. falling within the period from 2019-2025 <i>*In case any bidder is seeking exemption from Experience Criteria (no of years), the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer</i></p>	<p>To ensure that the bidder has experience and expertise in executing similar works.</p>
13	<p><b>Conflict of Interest</b></p>	<p>Bidders must submit a duly signed No Conflict-of-interest Declaration# as per the format provided in the Tender RFP</p>	<p>Required as compliance with the Guidelines issued by the Central Vigilance Commission (CVC).</p>

# All declarations and pacts to be notarized by the Successful bidder.

Revised Rules for Purchase Preference for Custom Bid for Services (as per latest CPPP & GeM norms):

1. **Preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
2. **Startup Exemption:** If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

**Information to be furnished by the Applicants**

1.	<b><u>Name of the Organisation</u></b>		
2.	<b><u>Address with telephone no. and e-mail address if any.</u></b>	Postal address	
		Telephone nos.	
		E-mail address	
3.	<b><u>Year of establishment</u></b>		
4.	Status of the firm (Enclose copy)		
5.	Name of Directors/ Partners / Proprietor Proprietorship / partnership / limited / trust / any other (please specify) <b><u>(Details to be furnished in pro forma 1)</u></b>		
6.	Name and address of Bankers		
7.	Details of registration <b><u>(Details to be furnished in pro forma 2)</u></b>		
8.	<b><u>Name of Electrical repair/ Maintenance projects as per PQC 11</u></b> executed during last three years by the firm. <b><u>(Details to be furnished in pro forma 3)</u></b>		
9.	<b><u>List of key technical personal permanently employed</u></b> <b><u>(Details to be furnished in pro forma 4)</u></b>		
10.	<b><u>Important major electrical repair projects on which the firm is engaged at present</u></b> and their estimated cost, stage of work viz. planning and execution, the full address of clients shall be indicated against each project. <b><u>(Details to be furnished in pro forma 5)</u></b>		
11.	Other relevant information viz Type and numbers of labours on your pay roll & list of tools/machines and equipments in possession of the firm <b><u>(Details to be furnished in pro forma 6)</u></b>		
12.	If you are registered in Panel of other Organisation/ Statutory bodies such CPWD, PWD, MES, Banks, etc, furnish their name, Category and date of registration.		

Signature of the Applicant

**PROFORMA –1**

**DETAILS OF PROPRIETOR/ DIRECTORS / PARTNERS**

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

Signature of the Applicant

**PROFORMA -2**  
**DETAILS OF REGISTRATION**

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

**FINANCIAL STATUS**

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

Signature of the Applicant

**PROFORMA –3**

**PARTICULARS IN RESPECT OF ELECTRICAL REPAIR/MAINTENANCE WORKS (FOR JOB MEETING THE PQ CRITERIAS) EXECUTED DURING LAST 3 YEARS**

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

Signature of the Applicant

**Note :**

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

**PROFORMA- 4**

**LIST OF KEY TECHNICAL PERSONAL PERMANANTLY EMPLOYED**

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

Signature of the Applicant

**PROFORMA –5**

**PARTICULARS IN RESPECT OF ELECTRICAL REPAIR/MAINTENANCE WORKS IN  
HAND**

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

Signature of the Applicant

**PROFORMA – 6**  
**OTHER RELEVANT INFORMATION**

<u>SR. NO.</u>	<u>TYPE OF LABOURS</u>	<u>NUMBERS OF LABOURS ON YOUR PAY ROLL</u>
1	Male Labours	
2	Female Labours	
3	Skilled Supervisors	
4	Skilled Electricians	
5	Any others	

<u>SR. NO.</u>	<u>LIST OF MACHINERIES, EQUIPMENTS IN POSSESSION OF THE FIRM</u>	<u>NUMBERS</u>
1	Earth Resistance Tester	
2	Insulation Tester	
3	RCCB Tester	
4	Multimeter	
5	Drill Machines	
6	Hydraulic Crimping Machines	
7	Miscellaneous Tools & Tackles	
8	Bamboo scaffoldings/ Steel Scaffoldings / Or any other kind	
9	M.S. Props and Trays	

Signature of the Applicant

**BID EVALUATION MATRIX**

Serial No.	Point of compliance	Bidders Confirmation [YES/ NO]	Attachment if any or remark by bidder
1.	<u>Status of the firm Prop./Partnership/ Pvt. Limited (With Memorandum of association in case of partnership / limited company) Proforma -1</u>		
2.	<u>PAN No. of the firm</u>		
3.	<u>GST Registration details</u>		
4.	<u>Solvency certificate from bank</u>		
5.	<u>Details of company registration ,IT return details &amp; 3 Years copy of the audited balance sheets Pro forma -2</u>		
6.	<u>Particulars in respect of electrical repair works completed during last five years (with copies of work order and completion certificates enclosed Pro forma-3</u>		
7.	<u>List of key technical personal permanantly employed Pro forma -4</u>		
8.	<u>Particulars in respect of electrical repair works in hand(copies of work orders enclosed) Pro forma- 5</u>		
9.	<u>Other relevant information Pro forma -6</u>		
10.	<u>E.M.D. submitted with Details</u>		NEFT/RTGS details mentioned in page 23
11.	Have you or your representative visited the project site under this Tender Document.		
12.	Have you understood the scope of the work as defined in the Tender Document.		

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

Signature of the Applicant

## **NOTICE INVITING TENDER**

Tender Notice No	GIC-HO/OSD/Electrical_RFP/25/2026-27
Date of Publication of e-Tender	20.04.2026 after 18:00 Hrs
Name of work	<b><u>Electrical Repairs as per the Electrical Audit report</u></b>
Period of contract	<b>6 Months</b>
Earnest Money Deposit (EMD) Amount	<b>₹ 2,00,000.00 (INR Two Lakhs only)</b>
Last date & Time for receipt of the completed Tender	<b>11.05.2026 up to 14:00 Hrs.</b>
<b>Last Date for receipt of Queries from bidders*</b>	<b>28.04.2026 up to 13:00 Hrs.</b>
Pre-Bid and Site Visit	<b>29.04.2026 from 11:30 Hrs.</b>
Last date of Submission	<b>11.05.2026 up to 14:00 Hrs.</b>
Date & Time of Technical Bid Opening	12.05.2026 up to 15:00 Hrs
Place of submission of Tender	<a href="https://etenders.gov.in/eprocure/app">[https://etenders.gov.in/eprocure/app]</a>
Venue of the Tender Opening	<a href="https://etenders.gov.in/eprocure/app">[https://etenders.gov.in/eprocure/app]</a>
Date & Time of opening of Financial Bids	<b>Shall be intimated later to the bidders</b>

\*Queries are to be submitted at E-mail: [osd.tender@gicre.in](mailto:osd.tender@gicre.in) as per the date mentioned above. (No queries will be accepted after the said date or at any time on the 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](http://www.gicre.in) after last date of receipt of queries and the same will form part of the Tender.

**APPENDIX TO TENDER**

<b><u>SR NO.</u></b>	<b><u>ITEM</u></b>	<b><u>AMOUNT, PERIOD, ETC</u></b>
1.	Earnest Money	RS.2,00,000/-
2.	<b><u>Security Deposit &amp; Retention Amount</u></b>	
	a)Initial EMD	RS.2,00,000/-
	b) Initial security Deposit (ISD)	5% of the accepted contract sum including EMD. Balance of Security deposit after adjusting EMD, to be submitted in the form of PBG.
	c) Percentage to be deducted from R.A. Bills as Retention Money	3% of the certified bill amount
3.	<b><u>Insurance</u></b>	
	a)Minimum third party insurance:	Rs. 2,00,000/- for a single accident for a maximum of 10 accidents initially and to be renewed as required and copies to be provided to consultant
	a) Workmen's Compensation insurance:	As required by law.
4.	Period of commencement of works from date of acceptance.:	15 days
5.	Time for completion of works:	Not exceeding 6 (Six) Calendar months
6.	Amount of liquidated damages:	As per SLA
7.	Period of maintenance: (Defects Liability Period).	36 months from the date of certification by the Competent Authority (CESE)
8.	Amount of interim certificates:	Rs. 20,00,000/- minimum Rs. 50,00,000/- maximum
9.	<b>Validity period for Tenders</b>	<b>90 days from the date of opening of the priced bid.</b>
10.	<b>Period of Honouring Bills</b>	1) Ad-hoc payment of 40% of the running bill certificates amount within 45 working days from the date of receipt of the consultant's certificate with all the supporting documents  2) The Final Bill will be submitted by the contractor within one month of the date of virtual completion and certification of the work and the payment shall be made within 45 days from the date of receipt of the consultant's certificate with all the supporting documents.

11.	<b>Venue of Arbitration and Jurisdiction of Court :</b>	<b>Mumbai</b>
12.	<b>Limits of Variation:</b>	<b>10% Overall</b>

Should this tender be accepted, I/We hereby agree to abide by our tender / offer and fulfil the Terms and provisions of the said set of Conditions of Contract annexed hereto so far as they may

Be applicable or in default thereof to forfeit and pay to GIC the amount mentioned in the said conditions.

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

Signature of Contractors

### **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 Lakh Rupees 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
- The bidder shall use a particular RTGS / NEFT 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 who have valid MSE 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 increases his 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 LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.
- After opening the tender, the tenderer revokes his tender within the validity period or increases his 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.

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.

### **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.

### **Clarification of Bids and shortfall information/documents**

During evaluation and comparison of bids, GIC Re may, at his discretion, ask the bidder for clarification on the bid and /or shortfall information/documents. The request shall be given in 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.

## DETAILED SCOPE OF WORK

### ELECTRICAL REPAIRS AND MAINTENANCE AT GIC SURAKSHA BUILDING

#### 1. PROJECT OVERVIEW

##### 1.1 Client Details

**Client Name:** General Insurance Corporation of India (GIC Re)

**Project Location:** General Insurance Corporation of India, "Suraksha, 170 J Tata Road", Churchgate, Mumbai 400020

**Nature of Work:** Comprehensive Electrical Repairs, Maintenance, and Safety Upgrade

##### 1.2 Project Objective

The project involves appointment of an Electrical Contractor for executing electrical repairs, preventive maintenance, and safety compliance works at GIC Suraksha Building. The scope encompasses revamping of electrical infrastructure, installation of safety devices, preventive maintenance of electrical panels, earthing system upgrades, distribution system modernization, and full compliance with electrical safety audit recommendations.

##### 1.3 Contractual Framework

- All materials, tools, equipment, and labour arrangements shall be the responsibility of the contractor.
- Transportation costs for materials and labour shall be borne by the contractor.
- Civil works costs, if any, shall be included in the contractor's scope.
- All labour facilities as per prevailing labour laws must be provided by the contractor.
- In case of disputes, decisions of GIC Re officials shall be final and binding.

##### 1.4 Compliance Requirements

All electrical installation works shall be carried out in strict accordance with:

- Indian Standard Code of Practice (latest editions)
- Current Indian Electricity Rules and Regulations
- Requirements of local Electricity Supply Authority (BEST)
- Fire Safety Regulations and National Building Code (NBC)
- CPWD Rules and specifications
- UL/CPCB/IE/CE/ANSI/EN standards as applicable
- Manufacturer/OEM recommendations and specifications

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## 2. DETAILED SCOPE OF ELECTRICAL WORKS

Detailed scope is based on BOQ ref: CFES/R1-1654/GIC/2026 dated 09.04.2026. Minor items not mentioned in the BOQ but required for compliance with audit observations shall be executed by the contractor. Any such additional scope up to an aggregate value of 2% of the contract value shall be absorbed by the contractor at no extra cost. Scope beyond this threshold shall be executed only upon written approval of GIC Re, at unit rates derived from the BOQ where applicable, or at mutually agreed rates benchmarked to CPWD DSR (latest edition), whichever is lower.

## 2.1 METER ROOM REVAMPING AND PREVENTIVE MAINTENANCE

Ref: BOQ Item 1

**Quantity:** 1 Number (Complete System)

### **Work Description:**

- Complete revamping and preventive maintenance of the entire meter room in consultation with Brihanmumbai Electric Supply and Transport (BEST).
- All liaison charges with BEST to be included in quoted rates; no separate payment for BEST coordination.
- Comprehensive cleaning of meter room and all associated areas.
- Inspection and retaping of existing bus bars or provision of new bus bars as required.
- Testing and verification of all metering equipment connections.
- Ensuring proper segregation and identification of incoming and outgoing feeders.
- All work to be executed as per BEST norms and requirements.

### **Deliverables:**

- Fully revamped and cleaned meter room in optimal working condition.
- BEST clearance/NOC if required for the works executed.
- Maintenance report with photographic documentation (before and after).

## 2.2 INSTALLATION OF RESIDUAL CURRENT CIRCUIT BREAKERS (RCCBs)

Ref: BOQ Item 2, 3, 4, 5

### **2.2.1 RCCB — 30 mA, 63 Amps, 4-Pole**

Ref: BOQ Item 2

**Quantity:** 10 Numbers

### **2.2.2 RCCB — 100 mA, 63 Amps, 4-Pole**

Ref: BOQ Item 3

**Quantity:** 20 Numbers

### **2.2.3 RCCB — 100 mA, 63 Amps, 2-Pole**

Ref: BOQ Item 4

**Quantity:** 30 Numbers

### **2.2.4 RCCB — 30 mA, 63 Amps, 2-Pole**

Ref: BOQ Item 5

**Quantity:** 20 Numbers

### **Work Description (All RCCB Installations):**

- Supply, Installation, Testing, and Commissioning (SITC) of RCCBs at various distribution panels, LT rooms, DB rooms, AC rooms, and other locations as required by IS 732.
- RCCBs to be of approved makes: Legrand / Schneider / Havells.
- Proper identification and labelling of each RCCB with circuit details.
- Connection of incoming and outgoing cables with appropriate lugs and proper terminations.
- Testing of trip mechanism at rated sensitivity (30 mA and 100 mA as applicable).
- Provision of proper cable entry and exit arrangements.
- Ensuring IP rating compliance for panel mounting.
- Documentation of all installation parameters for each RCCB.

### **Deliverables:**

- All RCCBs fully functional with proper identification labelling.

- Test certificates for each RCCB (trip time and sensitivity test).
- As-built drawings showing RCCB locations at each panel.

### 2.3 PREVENTIVE MAINTENANCE OF MAIN LT PANEL

Ref: BOQ Item 6

**Quantity:** 1 Number

**Work Description:**

- Comprehensive preventive maintenance of the main Low Tension (LT) panel.
- Tightening of all cable terminations using calibrated torque tools.
- Cleaning of all cable cores and connections; removal of dust, debris, and oxidation.
- Stencilling of cable destinations on both rear and front sides of the panel.
- Replacement of all rusted hardware including nuts, bolts, washers, and connectors.
- Inspection and cleaning of bus bars; verification of proper bus bar torque.
- Verification of proper earthing connections at all points.
- Checking and tightening of all incoming and outgoing breaker connections.
- Dusting, cleaning, and application of anti-corrosion treatment where necessary.

**Deliverables:**

- Main LT panel in optimal working condition with all connections secured.
- Maintenance report with photographic documentation (before and after).
- Updated panel schedule with proper identification of all feeders.

### 2.4 PREVENTIVE MAINTENANCE OF FLOOR DISTRIBUTION PANELS

Ref: BOQ Item 7

**Quantity:** 75 Numbers

**Work Description:**

- Preventive maintenance of all 75 floor-level LT panels and distribution boards.
- Tightening of all cable terminations at incoming and outgoing points.
- Cleaning of cable cores and removal of dust and debris.
- Stencilling/tagging of destinations on all cables and connections.
- Replacement of rusted hardware throughout all panels.
- Proper dressing and arrangement of cables and wires within panels.
- Provision of cable lugs wherever required for proper termination.
- Checking and replacement of damaged neutral links.
- Verification of earthing continuity at each panel.
- Ensuring proper cable gland installations at all entries.

**Deliverables:**

- All 75 distribution panels in proper working condition.
- Panel-wise maintenance reports with checklist.
- Photographic documentation (before and after) for each panel.

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## 3. EARTHING SYSTEM UPGRADES

### 3.1 EARTHING PIT INSTALLATION

Ref: BOQ Item 8

**Quantity:** 22 Numbers

**Work Description:**

- Supply, Installation, Testing, and Commissioning of earthing pits as per IS 3043 design standards.
- Provision of 50 mm diameter, 2-metre GI earthing pipes with chemical treatment for each pit.
- Construction of inspection chambers for each earthing pit with suitable cover (cast iron/concrete).
- Interconnection of all 22 earthing pits in grid configuration using GI strips/conductors.
- Testing of earth resistance for each individual pit and the overall grid.
- Earth resistance values to comply with IE Rules (individual pit < 5 Ohms; grid < 1 Ohm).

**Technical Specifications:**

- Earthing pipe: 50 mm dia. GI pipe, minimum 2 metres length as per IS 3043.
- Chemical composition: Salt and charcoal mixture as per IS specifications.
- Grid interconnection: 25 mm x 3 mm GI strips (refer BOQ Item 10).
- All earthing pits to be provided with clearly identified inspection chambers.

**Deliverables:**

- 22 fully functional earthing pits, all interconnected in grid.
- Earth resistance test reports for each individual pit.
- Overall grid resistance test report.
- As-built drawings showing earthing grid layout with pit locations.

### 3.2 LT INSULATION MAT INSTALLATION

Ref: BOQ Item 9

**Quantity:** 200 Square Metres

**Work Description:**

- Supply and installation of 2 mm thick LT (Low Tension) insulation mats in front of all electrical panels.
- Ensuring proper coverage area for safe standing position during operation and maintenance.
- Mats to comply with IS specifications for electrical insulation.
- Proper fixing to prevent slippage or displacement during use.
- Mats to be of appropriate voltage rating (minimum 1100 V grade).

**Deliverables:**

- Insulation mats installed in front of all panels as per requirement.
- Material test certificate and IS compliance documentation.

### 3.3 GI EARTHING STRIP LAYING

Ref: BOQ Item 10

**Quantity:** 400 Metres

**Work Description:**

- Supply and laying of 25 mm x 3 mm Galvanised Iron (GI) earthing strips.
- Interconnection from new earthing pits to various distribution points throughout the building.
- Proper bonding at all joints using welding or bolted connections with anti-oxidant compound.
- Protection of earthing strips in areas of potential mechanical damage using protective covers.
- Routing along walls or underground as per site conditions, maintaining continuity.
- All strips to be properly identified and marked at regular intervals.

**Deliverables:**

- Complete GI strip earthing network connecting all pits to distribution points.
- Continuity test reports for the complete strip network.
- As-built drawings showing strip routing.

### 3.4 GI WIRE FOR EARTHING EXTENSIONS

Ref: BOQ Item 11

**Quantity:** 500 Metres

**Work Description:**

- Supply and laying of 16 gauge GI wire for extending earthing connections throughout the building.
- Provision of two separate body earthing connections for all panels and distribution boards.
- Proper termination with earthing lugs at panel connection points.
- Ensuring continuity of earthing throughout the entire system.
- Colour coding or identification of earthing conductors as per IS specifications.
- Lightning arrestor connection to be mounted properly and complied as per audit observations.
- Proper connection of earthing conductors throughout the entire building.

**Deliverables:**

- Complete earthing network with dual body earthing at all panels and DBs.
  - Continuity test reports for all earthing extensions.
  - As-built earthing layout drawings.
- 

## 4. ELECTRICAL DISTRIBUTION UPGRADES

### 4.1 WIRING MANAGEMENT AND RECTIFICATION

Ref: BOQ Item 12

**Quantity:** 1 Lump Sum

**Work Description:**

- Comprehensive dressing of all hanging wires in offices across all floors of GIC Suraksha Building.
- Identification and removal of all dead/unused wires throughout the building.
- Laying of all active wires in proper PVC conduits (Precision / AKG make) throughout.
- Ensuring no exposed wiring remains in any office area.
- Proper cable routing with adequate supports, clips, and saddles.
- Use of appropriate conduit sizes as per wire bundle requirements.
- Fire-retardant Low Smoke Halogen-free (FRLSH) wiring to be used wherever specified.
- Entire building scope covering all floors to be completed as a single lump sum.

**Deliverables:**

- All floors with properly dressed and conduit-laid wiring.
- Dead wire removal confirmation with photographic evidence.
- Photographic documentation before and after wiring dressing on each floor.

### 4.2 MCB REPLACEMENT PROGRAMME

#### 4.2.1 Single Pole MCB Replacement

Ref: BOQ Item 15

**Quantity:** 1000 Numbers (Rating Range: 6 Amps to 32 Amps)

**Work Description:**

- Replacement of all old single-pole MCBs with new MCBs of approved makes (L&T / Havells / Siemens / Legrand / Schneider).

- Proper sizing verification as per connected load before replacement.
- Labelling of each MCB with circuit identification on the distribution board.
- Testing of trip characteristics after installation.
- Disposal of old MCBs as per applicable regulations.

#### **4.2.2 Four Pole MCB Installation**

Ref: BOQ Item 16

**Quantity:** 40 Numbers (Rating: 40 Amps)

##### **Work Description:**

- Supply, Installation, Testing, and Commissioning of new 4-pole MCBs of 40 Amps capacity.
- Approved makes: L&T / Havells / Siemens / Legrand / Schneider.
- Ensuring proper phase sequence in multi-pole MCBs.
- Labelling and circuit identification at all locations.
- Testing of trip characteristics and phase balance after installation.

##### **Deliverables (Items 15 and 16 combined):**

- All MCBs replaced/installed, tested, and properly labelled.
- Material test certificates and IS compliance for MCBs.
- Panel-wise schedule showing old MCB replaced and new MCB rating.

#### **4.3 DISTRIBUTION BOARD REPLACEMENT — KIT-KAT FUSE TYPE**

Ref: BOQ Item 17

**Quantity:** 14 Numbers

##### **Work Description:**

- Supply, Installation, Testing, and Commissioning of new 12-way TPN (Triple Pole and Neutral) distribution boards.
- Replacement of old Kit-Kat fuse type boards with new TPN MCB-type boards.
- Provision of 63A 4P RCBO 30mA and equivalent SP MCBs of appropriate size in new boards.
- Proper cable terminations for all incoming and outgoing circuits.
- Approved makes: Legrand / Havells / Schneider.
- Labelling of all outgoing circuits; DB room numbering.
- Provision of main switch, bus bar arrangement, and proper cable glands.
- Old Kit-Kat boards to be dismantled and removed.

##### **Technical Specifications:**

- DBs to conform to IS specifications for distribution boards.
- Minimum IP43 rating for panel enclosure.
- Electrolytic-grade copper bus bars.
- Minimum 2 mm CRCA sheet enclosure with powder-coated finish.

##### **Deliverables:**

- 14 distribution boards fully installed, wired, tested, and commissioned.
- Old Kit-Kat boards dismantled and removed; disposal records maintained.
- Panel schedules showing all circuit identifications.
- Test certificates and as-built single line diagrams for each board.
- Photographic documentation before and after.

## 5. CABLING WORKS

### 5.1 COPPER CONDUCTOR WIRING — FRLSH

Ref: BOQ Item 21

**Quantity:** 200 Metres

#### **Work Description:**

- Supply and laying of 4 sq.mm copper conductor FRLSH (Fire Retardant Low Smoke Halogen-free) insulated wires.
- Laying in PVC conduits (Precision / AKG make) wherever required.
- Approved cable makes: Polycab / KEI.
- Proper terminations with crimped lugs at both ends.
- Colour coding as per IS specifications (Phase: Red/Yellow/Blue, Neutral: Black, Earth: Green-Yellow).

#### **Deliverables:**

- Cables installed and terminated as per design requirements.
- Manufacturer test certificates and ISI compliance.
- As-built cable schedule updated.

### 5.2 ARMoured FRLSH CABLE — 6 SQ.MM / 4 CORE (DB LOOPING)

Ref: BOQ Item 31

**Quantity:** 100 Metres

#### **Work Description:**

- Supply, Installation, Testing, and Commissioning of 6 sq.mm / 4C 2XFY (XLPE insulated, steel wire armoured, FRLSH) cable wherever required for looping of distribution boards.
- Approved cable makes: Polycab / KEI.
- Laying in cable trays, conduits, or surface as per site conditions.
- Proper termination with cable lugs and glands at both ends; armour bonding at all gland points.
- Colour coding and circuit identification at each termination.
- Insulation resistance test before and after laying.
- Cable routing to be finalised in consultation with GIC Re representative/ appointed Electrical Consultant.

#### **Technical Specifications:**

- Conductor: Stranded aluminium / copper as per design.
- Insulation: XLPE (Cross-Linked Polyethylene).
- Armour: Galvanised steel wire armour (SWA).
- Outer sheath: FRLSH PVC.
- Standard: IS 7098 Part 2 / IS 1554 as applicable.

#### **Deliverables:**

- Cable installed, terminated, tested, and identified.
- Insulation resistance test reports.
- Manufacturer's test certificates.
- As-built cable schedule updated with route and length.

### 5.3 ARMoured FRLSH CABLE — 10 SQ.MM / 4 CORE (DB LOOPING)

Ref: BOQ Item 32

**Quantity:** 100 Metres

**Work Description:**

- Supply, Installation, Testing, and Commissioning of 10 sq.mm / 4C 2XFY (XLPE insulated, steel wire armoured, FRLSH) cable wherever required for looping of distribution boards.
- Approved cable makes: Polycab / KEI.
- Laying in cable trays, conduits, or surface as per site conditions with proper mechanical protection.
- Proper termination with cable lugs and glands at both ends; armour bonding at all gland points.
- Colour coding and circuit identification at each termination.
- Insulation resistance test before and after laying.
- Cable routing to be finalised in consultation with GIC Re representative/appointed Electrical Consultant.

**Technical Specifications:**

- Conductor: Stranded aluminium / copper as per design.
- Insulation: XLPE (Cross-Linked Polyethylene).
- Armour: Galvanised steel wire armour (SWA).
- Outer sheath: FRLSH PVC.
- Standard: IS 7098 Part 2 / IS 1554 as applicable.

**Deliverables:**

- Cable installed, terminated, tested, and identified.
- Insulation resistance test reports.
- Manufacturer's test certificates.
- As-built cable schedule updated with route and length.

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## 6. DOCUMENTATION AND SAFETY PROVISIONS

### 6.1 SINGLE LINE DIAGRAMS (SLDs)

Ref: BOQ Item 13

**Quantity:** 20 Numbers

**Work Description:**

- Preparation of single line diagrams for the main LT panel and all floor distribution panels.
- Diagrams to include all incoming and outgoing feeders with full identification.
- Rating and specifications of all protective devices to be clearly indicated.
- Cable sizes and routing to be shown on each diagram.
- Diagrams to be prepared in AutoCAD (version 2018 or later) or equivalent approved software.
- Laminated copies to be provided for display at respective panels.
- Three hard copies plus soft copy (PDF + .DWG) to be submitted to GIC Re.

**Deliverables:**

- 20 single line diagrams — laminated for display and in AutoCAD format.
- Hard copies (3 sets) and soft copies (PDF + .DWG) of all diagrams.

### 6.2 DANGER BOARDS

Ref: BOQ Item 18

**Quantity:** 25 Numbers

**Work Description:**

- Supply and fixing of danger boards of suitable size near all electrical panels.

- Boards to be as per IS specifications with standard warning symbols and text.
- High visibility reflective material for clear identification.
- Proper mounting at eye level near each panel/DB as directed.

**Deliverables:**

- 25 danger boards installed at specified locations.
- IS compliance confirmation for board specifications.

### 6.3 CPR CHARTS

Ref: BOQ Item 19

**Quantity:** 25 Numbers

**Work Description:**

- Supply and fixing of CPR (Cardiopulmonary Resuscitation) charts as published by National Safety Council.
- Charts to be installed near electrical panels at designated locations.
- Laminated weatherproof charts for long-term visibility.
- Charts to be clearly visible and readable from a normal standing position.

**Deliverables:**

- 25 CPR charts installed at all designated panel locations.

### 6.4 LOCK OUT TAG OUT (LOTO) SYSTEM

Ref: BOQ Item 25

**Quantity:** 1 Lump Sum

**Work Description:**

Supply of complete LOTO system with all locks and tags for safe locking of MCB/MCCB/SFU during maintenance. The complete LOTO kit shall include:

- Lockout Tagout Station: 1 Number
- OSHA Safety Padlock: 10 Numbers
- Vinyl Coated Hasp Small: 2 Numbers
- Vinyl Coated Hasp Premier: 2 Numbers
- Non-Conductive Hasp with 4 Holes: 2 Pieces

Additional LOTO system requirements:

- Lockout devices for MCBs, MCCBs, and all circuit breakers as per site requirement.
- LOTO procedure documentation and training material.
- Instruction signage for LOTO procedures to be displayed at main LT room.

**Deliverables:**

- Complete LOTO kit as specified, installed at the LOTO station.
- LOTO procedure documentation.
- Training of GIC Re maintenance staff on LOTO procedures.

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## 7. POWER FACTOR CORRECTION

### 7.1 AUTOMATIC POWER FACTOR CORRECTION (APFC) PANEL

Ref: BOQ Item 24

**Quantity:** 1 Number, 200 KVAR

**Work Description:**

- Supply and installation of Automatic Power Factor Correction (APFC) panel of 200 KVAR capacity.
- Microprocessor-based APFC relay for automatic switching of capacitor stages.
- Associated power and control cabling, complete integration with main LT panel.
- Capacitor contactors and all protection devices (fuses/MCBs for each stage).
- Proper earthing, safety interlocks, and enclosure as per IP requirements.
- Commissioning including setting of target power factor and stage programming.
- Training of GIC Re personnel on operation, maintenance, and fault diagnosis.
- Detuned reactor provision to be evaluated if harmonic levels are significant.

**Technical Specifications:**

- Target Power Factor: 0.99 (or as specified by GIC Re).
- Number of stages: As per design requirements to achieve target PF.
- Capacitor protection: Individual fuses/MCBs for each stage.
- Controller: Microprocessor-based with LCD/LED display and RS-485/RS-232 interface if required.
- Panel construction: Minimum 2 mm CRCA sheet with powder-coated finish, IP 43 minimum.
- Approved Makes: L&T / Havells / Siemens / Schneider.

**Deliverables:**

- APFC panel fully installed, tested, and commissioned.
- Power factor measurements before and after commissioning.
- Operation and Maintenance manual.
- Training completion certificate.

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## **8. ADVANCED PROTECTION AND DISTRIBUTION EQUIPMENT**

### **8.1 MCCB-BASED DISTRIBUTION SYSTEM REPLACEMENT — TYPE A**

Ref: BOQ Item 26

**Quantity:** 5 Jobs

**Work Description:**

Supply, Installation, Testing and Commissioning (SITC) of complete MCCB-based distribution system for replacement of existing fuse-type distribution boards. Each of the 5 jobs shall include:

- 250 Amps Four Pole MCCB: 1 Number
- 125 Amps Four Pole MCCB: 2 Numbers
- 300 Amps rated prefabricated electrolytic copper busbar system — complete
- Termination of existing 70 sq.mm / 3.5C incoming cables — complete
- All associated hardware, connectors, and termination accessories
- Complete panel enclosure with proper IP rating
- Proper identification and labelling of all components
- Testing and commissioning of complete assembly
- Dismantling and removal of old fuse-type boards

**Technical Specifications:**

- MCCBs to conform to IS 13947 and IEC 60947-2.
- Breaking capacity: Minimum 36 kA at 415 V AC.
- Trip-free mechanism with thermal and magnetic protection.
- Bus bars: Electrolytic-grade copper with adequate cross-section.
- All terminations with proper lugs and connectors.
- Panel construction: Minimum 2 mm CRCA sheet with powder-coated finish.

- Approved Makes (MCCBs): L&T / Havells / Siemens / Legrand / Schneider.

**Deliverables:**

- Five complete MCCB distribution systems installed, tested, and commissioned.
- Old fuse-type boards dismantled, removed, and disposal records maintained.
- Test certificates for all MCCBs (primary injection test for each unit).
- As-built single line diagrams for all five boards.
- Photographic documentation (before, during, and after).

**8.2 AIR CIRCUIT BREAKER (ACB) REPLACEMENT**

Ref: BOQ Item 27

**Quantity:** 1 Job

**Work Description:**

Supply, Installation, Testing and Commissioning (SITC) of 1600 Amps, 50 kA, 4-Pole Air Circuit Breaker (ACB) with complete enclosure. The scope includes:

- Dismantling and removal of existing old ACB.
- Complete replacement with new 1600 A, 4-Pole ACB.
- Termination of existing outgoing 400 sq.mm / 3.5C x 4 Nos. cables — complete.
- All associated bus bars, connectors, and hardware.
- ACB enclosure with proper IP rating and ventilation.
- Control and auxiliary circuit wiring.
- Comprehensive testing including primary and secondary injection tests.
- Commissioning with full load testing.
- Disposal of old ACB as per applicable e-waste regulations.

**Technical Specifications:**

- ACB rating: 1600 Amps continuous, 50 kA breaking capacity at 415 V AC.
- Four pole construction suitable for TPN system.
- Electronic trip unit with adjustable overload and short-circuit settings.
- Drawout or fixed type as per site requirement.
- IP 54 minimum enclosure rating.
- Shunt trip and under-voltage release coils as required.
- Position indication and mechanical interlocks.
- All accessories including racking mechanism, door interlocks, and key interlocks.
- Approved Makes: L&T / Siemens / ABB.

**Testing Requirements:**

- Primary injection test for trip characteristics.
- Secondary injection test for protection relay settings.
- Insulation resistance test.
- Contact resistance measurement.
- Operating mechanism test.
- Load test at rated current.

**Deliverables:**

- Complete ACB installed, tested, and commissioned.
- Old ACB dismantled and e-waste disposal certificate.
- Comprehensive test reports (primary and secondary injection results).
- Operation and maintenance manual.
- As-built drawings updated.
- Training of maintenance staff on ACB operation and settings.

### 8.3 PROGRAMMABLE TIMER INSTALLATION FOR HVAC CONTROL

Ref: BOQ Item 28

**Quantity:** 4 Numbers

**Work Description:**

Supply, Installation, Testing and Commissioning (SITC) of programmable timers for automatic control of Air Conditioners in UPS room and lift room. Each installation shall include:

- Programmable digital timer with multiple on/off programs.
- Suitable contactor and protection devices for the connected AC load.
- Control panel/enclosure if required for neat mounting.
- Complete wiring from timer to AC units with proper identification.
- Programming as per required operating schedule specified by GIC Re.
- Interconnection with existing AC control circuits.
- Testing and commissioning of complete timer-AC circuit.
- User training on timer programming and manual override operation.

**Technical Specifications:**

- Timer: Microprocessor-based with LCD/LED display.
- Minimum 8 on/off programmes per day with weekly/daily programming capability.
- Battery backup for programme memory.
- Rating suitable for connected AC load with manual override facility.
- DIN rail or panel mounting as required.

**Deliverables:**

- Four programmable timers installed and commissioned.
- All timers programmed as per GIC Re requirements.
- User manual and programming guide for each unit.
- Training completion confirmation.

### 8.4 CHANGEOVER SWITCH REVAMPING

Ref: BOQ Item 29

**Quantity:** 1 Job

**Work Description:**

- Complete inspection and assessment of the existing changeover switch.
- Retrofitting or replacement of switch mechanism as assessed to be required.
- Replacement of all HRC fuses with appropriate rating and breaking capacity.
- Cleaning and tightening of all connections and terminals.
- Replacement of worn-out contacts, springs, and mechanical components.
- Lubrication of all moving parts with appropriate lubricant.
- Replacement of damaged handle/operating mechanism if required.
- Verification of proper interlocking and safety features.
- Testing of changeover operation under no-load and load conditions.
- Commissioning and functional verification.

**Technical Specifications:**

- Changeover switch to be suitable for rated current and voltage of the system.
- Proper ON-OFF-ON or equivalent configuration with clear position indication.
- HRC fuses of appropriate breaking capacity (as per system requirements).
- All hardware to be corrosion-resistant; proper cable terminations with lugs.

**Deliverables:**

- Revamped changeover switch in proper working condition.
- Test reports under no-load and load conditions.
- Photographic documentation before and after revamping.

**8.5 RETROFITTING SWITCH FOR UPS INPUT/OUTPUT MCCB**

Ref: BOQ Item 30

**Quantity:** 2 Numbers

**Work Description:**

- Supply, Installation, Testing and Commissioning (SITC) of retrofitting switches for UPS input and output MCCBs.
- Each installation to include a suitable rotary or toggle switch of appropriate current and voltage rating.
- Proper enclosure/mounting arrangement with clear position indication and labelling.
- Wiring and interconnection with existing UPS MCCBs.
- Mechanical and electrical interlocking if required by UPS system.
- Lockable in OFF position if required for safety.
- Testing and commissioning of each switch.
- Integration with existing UPS system verified under load.

**Technical Specifications:**

- Switch rating: Suitable for UPS system voltage and current.
- Breaking capacity: Adequate for the connected UPS load.
- IP-rated enclosure suitable for the installation location.

**Deliverables:**

- Two retrofitting switches installed and commissioned.
- Test certificates for each switch.
- Integration with UPS system verified and documented.
- As-built drawings updated.

**8.6 MCCB-BASED DISTRIBUTION SYSTEM REPLACEMENT — TYPE B**

Ref: BOQ Item 33

**Quantity:** 2 Numbers

**Work Description:**

Supply, Installation, Testing and Commissioning (SITC) of complete MCCB-based distribution system for replacement of existing fuse-type distribution boards. This type has additional outgoing MCBs compared to Type A (BOQ Item 26). Each of the 2 jobs shall include:

- 250 Amps Four Pole MCCB: 1 Number
- 125 Amps Four Pole MCCB: 2 Numbers
- 63 Amps Four Pole MCB: 9 Numbers
- 300 Amps rated prefabricated electrolytic copper busbar system — complete
- Termination of existing 70 sq.mm / 3.5C and 16 sq.mm / 4C cables — complete
- All associated hardware, connectors, and termination accessories
- Complete panel enclosure with proper IP rating
- Proper identification and labelling of all components
- Testing and commissioning of complete assembly
- Dismantling and removal of old fuse-type boards

**Technical Specifications:**

- MCCBs/MCBs to conform to IS 13947 and IEC 60947-2.
- Breaking capacity: Minimum 36 kA at 415 V AC.
- Trip-free mechanism with thermal and magnetic protection.
- Bus bars: Electrolytic-grade copper with adequate cross-section.
- All terminations with proper lugs and connectors.
- Panel construction: Minimum 2 mm CRCA sheet with powder-coated finish.
- Approved Makes (MCCBs/MCBs): L&T / Havells / Siemens / Legrand / Schneider.

**Deliverables:**

- Two complete MCCB distribution systems installed, tested, and commissioned.
- Old fuse-type boards dismantled, removed, and disposal records maintained.
- Test certificates for all MCCBs and MCBs.
- As-built single line diagrams for both boards.
- Photographic documentation (before, during, and after).

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## 9. MISCELLANEOUS WORKS

### 9.1 ELECTRICAL SAFETY AUDIT COMPLIANCE

Ref: BOQ Item 14

**Quantity:** 1 Lump Sum

**Work Description:**

- Attending to all miscellaneous complaints and observations given in the electrical safety audit report.
- Rectification of all non-compliances identified in the audit report.
- Implementation of all safety recommendations from the audit.
- Documentation of all corrective actions taken against each audit observation.
- All audit observations to be fully closed before issue of completion certificate.
- CESE (Chartered Electrical Safety Engineer) clearance is mandatory and non-negotiable.

**Deliverables:**

- Audit observation-wise compliance register showing action taken and closure status.
- CESE inspection certificate confirming closure of all audit points.
- Photographic evidence for each observation rectified.

### 9.2 SWITCHBOARD AND SOCKET MAINTENANCE

Ref: BOQ Item 20

**Quantity:** 1 Lump Sum

**Work Description:**

- Preventive maintenance of all switchboards existing in GIC Suraksha Building.
- Remaking of all wire joints using proper connectors or crimped lugs.
- Ensuring proper earthing connections at all sockets, switches, and contact points.
- Application of proper insulation tape/sleeve wherever required.
- Replacement of damaged switches and sockets as required.
- Cleaning and tightening of all connections throughout.

**Deliverables:**

- All switchboards and sockets maintained and earthing verified.
- List of switches/sockets replaced with photographic documentation.
- Maintenance report.

### 9.3 SAND BUCKETS

Ref: BOQ Item 22

**Quantity:** 5 Numbers

**Work Description:**

- Provision of sand buckets filled with dry fine sand near main electrical room and lift rooms.
- Buckets to be of appropriate size (minimum 9 litres) with proper covers/lids.
- Regular dry sand to be used (not beach sand containing moisture/salt).
- Identification labels on each bucket indicating 'For Electrical Fire Only'.
- Location of each bucket to be agreed with GIC Re fire/safety representative.

**Deliverables:**

- 5 sand buckets installed at designated locations.
- Location plan showing placement of each bucket.

### 9.4 CABLE ENTRY SEALING

Ref: BOQ Item 23

**Quantity:** 1 Lump Sum

**Work Description:**

- Sealing of all cable entry holes in electrical panels and distribution boards.
- Use of fire-resistant sealing compound/putty conforming to relevant standards.
- Prevention of rodent entry, dust accumulation, and moisture ingress.
- Maintenance of IP rating of panels after sealing.
- Sealing of unused conduit entries with suitable plugs.

**Deliverables:**

- All cable entry holes sealed in all panels throughout the building.
- Material specification and fire resistance rating of sealing compound.
- Photographic documentation of sealed entries.

## 10. APPROVED MATERIALS AND SPECIFICATIONS

### 10.1 Approved Makes

Material / Equipment	Approved Brands
Cables / Wires	Polycab / KEI
PVC Conduits	Precision / AKG
Casing Capping	Prestoplast / Pressfit
MCBs / RCCBs	L&T / Havells / Siemens / Legrand / Schneider
MCCBs	L&T / Havells / Siemens / Legrand / Schneider
ACB	L&T / Siemens / ABB
Distribution Boards	Legrand / Havells / Schneider

LT Insulation Mats	As per IS specifications (approved make)
Earthing Pipes / Strips	ISI marked GI material as per IS 2629 / IS 3043

## 10.2 Material Approval Process

- All materials shall be as per the schedule of quantities or the approved make list in Section 10.1.
- Where an approved make is not specified, material shall be ISI marked and comply with latest IS specifications.
- Material Receipt Inspection: All materials delivered to site shall be jointly inspected by the Contractor, Appointed Consultant, and GIC Re representative before use.
- Materials not conforming to approved specifications or failing inspection shall be rejected at the contractor's cost.
- Contractor to submit material specifications and samples for approval before bulk procurement.

## 10.3 Execution Standards

All items shall be executed as per:

- Latest Indian Standards (IS) — all editions current at time of execution.
- Indian Electricity (IE) Rules 2023 (as amended).
- CPWD Rules and Specifications.
- UL / CPCB / CE / ANSI / EN standards as applicable to specific equipment.
- Manufacturer/OEM recommendations and specifications.

## 10.4 Specific Item Requirements

BOQ Item	Specific Requirement
Item 1	All liaison with BEST to be included in rates; no separate payment for BEST coordination.
Item 12	Entire building scope on all floors; no floor to be left incomplete.
Item 14	All audit observations to be closed; CESE clearance mandatory before completion certificate.
Item 15	Quantity 1000 Nos. Single Pole MCBs; size range 6 A to 32 A.
Items 26/33	Tentative quantities; final payment as per actual requirement based on site condition.
Items 31/32	Cable routing to be finalised with GIC Re before procurement; cable schedule to be submitted.

# 11. QUALITY CONTROL AND TESTING REQUIREMENTS

## 11.1 Inspection and Test Plan (ITP)

Contractor shall submit a detailed Inspection and Test Plan (ITP) within 10 days of Letter of Acceptance (LOA), covering:

- Material inspection procedures for all procured items.
- Installation quality checks at each stage.
- Testing protocols for all equipment and systems.

- Hold points requiring mandatory GIC Re / Consultant inspection before proceeding.
- Acceptance criteria for each test.

### 11.2 Testing Equipment

Contractor shall arrange the following calibrated testing equipment at site (all instruments to have valid calibration certificates not older than 6 months):

- Digital Earth Tester (4-terminal type) — for earthing resistance measurement.
- Insulation Resistance Tester (Megger) — 500 V / 1000 V DC.
- Digital Multimeter — True RMS type.
- Phase Sequence Indicator.
- RCCB Tester — for trip time and sensitivity testing.
- Clamp Meter — for load current measurement.
- Lux Meter — for lighting level measurements (as applicable).
- Primary and Secondary Injection Test Set — for ACB testing.

### 11.3 Testing Protocol

The following tests shall be conducted for all relevant systems and reports submitted:

- Earth resistance test — individual pits and complete grid.
- Insulation resistance test — all circuits and equipment.
- Polarity and continuity test — all distribution boards.
- RCCB trip time test at rated sensitivity.
- Load balancing across phases at all distribution boards.
- Voltage drop measurements — from DB to farthest point.
- Earth loop impedance test.
- Primary and secondary injection tests for ACB (BOQ Item 27).
- Power factor measurement before and after APFC commissioning.
- Functional test for all programmable timers (BOQ Item 28).
- Changeover switch test under no-load and load conditions (BOQ Item 29).

### 11.4 Third-Party Testing

The following items shall be independently tested and certified by an NABL accredited laboratory:

- Earth resistance of the complete earthing grid.
- Insulation resistance of the main distribution system.
- Final energisation clearance for the complete installation.

**Cost of all third-party testing shall be entirely borne by the Contractor with no additional payment from GIC Re.**

### 11.5 Test Reports

All test reports shall be submitted in triplicate and shall include:

- Name, designation, and signature of the testing personnel.
- Date and time of testing.
- Testing equipment details with calibration certificate number and validity.
- Test results with acceptance criteria clearly marked.
- Pass/Fail status for each test parameter.
- Remarks, observations, and recommendations.
- Photographs of the testing process and instrument readings.

## 12. ACCEPTANCE CRITERIA

Parameter	Acceptance Criterion
Individual earthing pit	< 5 Ohms
Overall earthing grid	< 1 Ohm
Insulation resistance (LT)	Minimum 100 MΩ at 500 V DC for all circuits
RCCB trip time	< 300 milliseconds at rated sensitivity; no false tripping during load
Voltage drop	Not exceeding 2.5% from DB to farthest load point
Load balancing	Phase current difference not exceeding 10% across three phases
Power factor (post-APFC)	0.99 or as specified under full load conditions
ACB trip characteristics	As per manufacturer curves and IS 60947-2 tolerances
Timer accuracy	Time deviation within ±1 minute per 24-hour cycle

Materials and/or workmanship not meeting the above acceptance criteria shall be rejected and replaced at the Contractor's cost without any time extension. Retesting after replacement shall also be at the Contractor's cost.

## 13. COMPLETION, INSPECTION, CERTIFICATION AND DEFECT LIABILITY

As soon as the job is completed in all respects, the Contractor shall give notice of such completion to the Consultant and GIC Re. Within seven days of receipt of such notice, the Consultant and GIC Re Official shall carry out the completion inspection.

Prior to issuance of any completion certificate, the Contractor shall arrange for inspection and certification of all electrical repair works by a Competent Authority as defined under the Indian Electricity Rules, which includes a Chartered Electrical Safety Engineer (CESE) or an Electrical Inspector authorised by the State Electrical Inspectorate. All costs, fees, and charges associated with such inspection, testing, and certification shall be borne entirely by the Contractor with no additional payment from GIC Re.

Upon satisfactory inspection and receipt of the CESE certification, the Contractor shall furnish GIC Re with a Completion Certificate indicating:

- The date of completion.
- Final submission of comprehensive completion report including all test certificates, as-built drawings, and CESE certification.
- User training completion certificate and project sign-off.

### 13.1 Defect Liability Period

The Contractor shall be fully liable for any defects in materials, workmanship, design, or execution discovered during the Defect Liability Period of thirty-six (36) months from the date of certification by the Competent Authority (CESE).

- The Contractor shall rectify all defects immediately upon notification, at his own cost, including replacement of defective materials.
- Re-certification by the Competent Authority shall be obtained by the Contractor at his own cost if required.
- In case of any electrical accident, failure, fire, or safety incident arising from defective work or materials during the Defect Liability Period, the Contractor shall be held fully liable.
- The Contractor shall indemnify GIC Re against all claims, damages, and expenses arising therefrom.
- Certification by the CESE does not absolve the Contractor of his obligation to rectify defects during the Defect Liability Period.

### 13.2 Insurance

The Contractor shall maintain comprehensive insurance coverage for the entire duration of the project and throughout the Defect Liability Period to cover any liability arising from defective electrical works, accidents, or third-party claims.

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## 14. AS-BUILT DRAWINGS AND DOCUMENTATION REQUIREMENTS

### 14.1 Deliverable Documents

The Contractor shall submit the following documents in both hard copy (3 sets) and soft copy (PDF + CAD format) at project completion:

#### As-Built Electrical Drawings:

- Updated single line diagrams (SLD) for all distribution panels.
- Layout drawings showing all cable routes, panel locations, and earthing pit positions.
- Schematic diagrams with actual cable sizes and routes as installed.
- Earthing grid layout showing all 22 pit locations and interconnections.
- Lighting layout with fixture locations and specifications (as applicable).

#### Cable Schedule:

- Complete cable schedule showing origin, destination, size, length, and route for all cables including BOQ Items 21, 31, and 32.
- Cable identification tags and labels as installed.
- Cable drum numbers and manufacturer test certificates.

#### Equipment Schedule:

- List of all equipment installed with make, model, rating, and serial numbers.
- Panel schedules with breaker ratings and connected loads.
- RCCB installation register with locations and specifications.
- ACB settings record.

#### Test Reports Compilation:

- All test reports chronologically arranged with index.
- Test result summary sheet.
- NABL third-party test certificates.
- Primary and secondary injection test results for ACB.

#### Material Submission Records:

- Complete material submission records with approvals.
- Manufacturer's test certificates for all major equipment.

- Warranty certificates for all equipment (minimum warranty periods as per manufacturer specifications).

**Photographs:**

- Before commencement — existing site condition of each area.
- During critical stages of work — earthing pits, cable laying, panel installation.
- After completion — all major equipment and installations.
- Testing activities with instrument readings visible.

**Operation and Maintenance (O&M) Manual:**

- Detailed O&M procedures for all systems installed.
- Preventive maintenance schedule with recommended intervals.
- Troubleshooting guide for common faults.
- Emergency contact numbers.
- List of recommended spare parts with supplier details and part numbers.
- APFC operation and maintenance guide.
- Programmable timer programming guide (user-level).

**Training Records:**

- Training provided to GIC Re maintenance staff — attendance sheet with signatures.
- Training material and presentation copies.
- Training coverage to include: panel operations, LOTO procedures, APFC operation, timer programming, earthing system, emergency procedures.

**Statutory Certificates:**

- Electrical safety certificate from CESE (Chartered Electrical Safety Engineer).
- Completion certificate as per IE Rules.
- E-waste disposal certificates for old ACB and dismantled equipment.

**14.2 Submission Timeline**

Document / Deliverable	Submission Deadline
Preliminary as-built drawings	Within 7 days of work completion
Final as-built documentation (all)	Within 15 days of work completion
NABL third-party test reports	Before application for CESE certification
CESE certificate	Before issuance of completion certificate
O&M manuals	Within 15 days of work completion
Final payment claim	Only after complete documentation submission

**No final payment shall be released without complete documentation submission and acceptance by GIC Re.**

**14.3 CAD Format Requirements**

All drawings shall be submitted in AutoCAD .DWG format (version 2018 or later). PDF exports of all drawings shall also be submitted. Drawing title blocks shall include the GIC Re project reference, drawing number, revision number, date, and name of the licensed electrical supervisor responsible for

the drawing.

## **INSTRUCTIONS TO TENDERERS**

### **1. MANDATORY SITE INSPECTION**

- a) All intending bidders MUST conduct a site inspection before submitting their bids. Site inspection can be arranged by contacting Office Services Department at least 48 hours in advance.
- b) A Site Inspection Certificate will be issued to bidders after site visit, which must be submitted along with the technical bid.
- c) Bidders are required to:
  - i. Inspect the meter room, LT panels, distribution boards, and all work locations
  - ii. Verify accessibility, space constraints, and existing installations
  - iii. Assess requirements for material handling, storage, and workforce accommodation
  - iv. Understand power shutdown requirements and coordination with BEST
  - v. Identify any site-specific challenges

No claims regarding site conditions, accessibility, or unforeseen circumstances will be entertained after bid submission.

- d) **Pre-Bid Meeting:** A pre-bid meeting will be held as per schedule mentioned in NIT. Queries and clarifications can be raised during this meeting.
- e) **Pre-Bid Queries:** Written queries can be submitted up to 3 days before the pre-bid meeting via email to [rashmipawar@gicre.in/prikshitm@gicre.in]. Responses will be shared with all bidders.

2. All rates quoted shall be on all-inclusive basis including all applicable taxes (excluding GST), duties, local levies, transportation, loading-unloading charges, etc. Quantities mentioned in the P.O are only indicative and payment will be released based on actual quantity as material /service received. Bidder should procure material only after verification of actual quantity required as per time schedule given by the contractor and approved by the Consultant/GIC Official.

**3 Payment Terms:** The payment for the work done will be paid as follows

- i. On each Running Account (RA) Bill certified by the Appointed Electrical Consultant, 40% of the undisputed certified amount shall be released within 45 days of certification.
  - ii. The remaining 57% of each certified bill shall be released after completion of all works, receipt of CESE certification, and submission of complete as-built documentation.
  - iii. 3% of each certified bill amount shall be retained as Retention Money and released on expiry of the Defect Liability Period of 36 months from the date of CESE certification.
  - iv. In case the successful bidder is a registered MSE, payment shall be released within 45 calendar days of certification in compliance with the MSMED Act, 2006.
3. Contractor has to make own arrangements for transportation to the addresses given in the tender document.
  4. During execution of the work, the contractor shall recover all existing old materials such as wires, cables, MCBs, and other related items. The contractor shall be responsible for proper disposal of such materials as e-waste disposal guidelines and a proper certificate confirming that the same has to be provided to GIC Re. The e-waste will be taken in buyback at a mutually agreed rate. The agreed rate shall not be equivalent to the prevailing market rate but shall be higher than the scrap rate. The value realized by the contractor through scrapping or buy-back shall be adjusted against the

contractor's final bill. The scrapping/buyback process shall be carried out in the presence of GIC Re's authorized representative and appointed electrical consultant.

5. All the scraps which are to be disposed of will be collected by the contractor and will be disposed off in accordance with Solid Waste Management Rules 2016 and proper certificate will be issued in the name of GIC Re within 30 days of disposal of waste.
6. Contractor shall follow all safety and security instructions / precautions while executing the job at site.
7. While executing the job it is the responsibility of the contractor that existing wiring of UPS should not be tampered with. Any modification in the existing infrastructure and which is not in the scope of this tender must not be carried out without explicit written permission of the GIC Re. In case of any modification/engagement of existing infrastructure is required and agreed upon, it is the responsibility of the contractor to restore the said infrastructure in its original working condition at their own cost.
8. Contractor shall be liable for any damage to the existing property arising due to negligence or mistake of his worker and GIC Re reserves the right to recover the said loss while making final payment.
9. All tools, tackles, consumables, skilled/ unskilled manpower, material etc. are to be arranged by the contractor at the site at his own cost and risk.
10. All work shall be carried out as per the standard engineering practices. The work shall conform to the latest applicable IS standard and to the satisfaction of Engineer-In-charge/appointed Electrical Consultant.
11. The contractor shall ensure the use of PPE & Safety of the work men. Work will not be allowed to be carried out without approved safety measures adopted. All the works shall be strictly complying with but not confined to the attached scope of job and technical specification.
12. Temporary connections to all power driven tools such as drill machines, electric saw etc. shall be taken through RCCBs of 30mA sensitivity only and same must be arranged by the contractor. All power/connection to be from the pre approved electrical sources only.
13. All safety, security regulations and other statutory rules as applicable in area shall be complied by contractor in total. In event of any damage caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep GIC Re indemnified against all losses and claims arising from the same. The work shall be carried out strictly as per the specification of this tender and latest prevailing guideline for similar scope of work.
14. Contractor shall restore back the work spots to its original neat and tidy conditions after completion of the job.
15. Safety and Security of all GIC Re supplied materials and equipment at site is in scope of Contractor. Any unaccounted loss shall be suitably recovered from Contractor.
16. The contractor shall protect all the equipment and adjoining structures in the vicinity of the area of construction till the completion of the job and in case of any damages done to these on account of the negligence on the part of the Contractor or his employees, the same shall be rectified by the contractor at his own risk and responsibility and no reimbursement will be made by GIC RE to this effect.
17. Contractor should take necessary precautionary measures at his own risk and cost for maintaining the area in neat and tidy condition on day-to-day basis and disposing of the debris to an unobjectionable area as directed by GIC RE official/Appointed electrical consultant.
18. **Liquidated Damages:** The completion period mentioned of the entire work shall be deemed the essence of the contract. In case of delay in completing the work beyond the specified date liquidated damages of 0.5% of the PO value for every week's delay or part thereof subject to a maximum of 5% of the total contract value will be levied.
19. The contractor shall not be entitled to sublet the job. If it comes to the notice of the Corporation that the subject job was sublet to another contractor, then GIC Re shall have the right to terminate the contract without assigning the reasons whatsoever and the decision of GIC Re will be final in this regard.
20. GIC Re shall have the right to carry out the job from other sources at the risk and cost of contractor in case contractor fails to commence the job as per the instruction of Appointed electrical

Consultant/Engineer-In Charge or if progress in execution of the job is not to the satisfaction of GIC Re, based on technical review and recommendations of the Appointed Electrical Consultant, wherever applicable.

- 21.** The employees engaged by the contractor are the employees of contractor only and at no point in time will they be considered the employees of GIC Re. GIC Re shall be kept indemnified from all the disputes arising out of any dispute arising out of contractor and worker's dispute and damages arising thereof. The contractor shall agree to keep GIC Re indemnified and save GIC Re harmless from claims whatsoever inclusive of damage/costs or otherwise arising from injuries to or death of person whatsoever or damages or alleged damages to property.
- 22.** The contractor shall guarantee the work for the defect liability period of 36 months from the date of certification by the Competent Authority (CESE)
- 23.** Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the materials supplied by Contractor or in workmanship shall be rectified by the contractor at his own expense. Retention money will be withheld from contractor towards defect liability and will be returned after the guarantee/liability period is over.
- 24.** The Appointed Electrical Consultant shall certify each RA bill, or raise written queries thereon, within 10 working days of receipt of the bill with all supporting documents. In case of disagreement between the Contractor and the Consultant on measurement, quality, or rate interpretation, the matter shall be referred to the Project-in-Charge of GIC Re, whose decision shall be final and binding. Payment of the undisputed portion of a bill shall not be withheld on account of such disputes.

**DECLARATION -GENERAL**

WE HEREBY DECLARE THAT WE HAVE READ & UNDERSTOOD ALL THE TERMS & CONDITIONS, SPECIFICATION, GENERAL TERMS & CONDITIONS, TECHNICAL SPECIFICATION, MATERIAL TEST, SCOPE OF JOB & SAFE PRACTICES & CONDITIONS OF THE TENDER NO \_\_\_\_\_ AND THE SAME IS ACCEPTABLE TO US AND WE WILL ABIDE BY THE SAME.

## GENERAL TERMS & CONDITIONS OF CONTRACT

### 1. PRELIMINARY

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location.
- 1.2 The tender/contractor for the above-mentioned item of job is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.4 It is the clear understanding between General Insurance Corporation of India and the tenderer/contractor that in case the bid of the tenderer is accepted by General Insurance Corporation of India and an intimation to that effect is so issued and also a Purchase Order is placed on the tenderer this document shall form part of Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the GIC Re shall be the final and the Bidder shall abide by the decision. The decision shall not be arbitrable.
- 1.6 Special conditions of Contract: The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, information, technical data, specifications, experience, know-how and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising, the same shall be referred to decision of the GIC Re representative and their decision shall be final and binding and the decision shall not be arbitrable.
- 1.7 It is the clear understanding that wherever it is mentioned that the Bidder shall do/perform a job and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Bidder not liable to be paid or reimbursed by the GIC Re unless otherwise mentioned exclusively in the contract.
- 1.8 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence
  1. Contract Agreement
  2. Detailed Letter of Acceptance along with its enclosures
  3. Letter of Award / Acceptance
  4. Job Specifications (specific to particular job only)
  5. Drawings
  6. Special Conditions of Contract
  7. Technical Specifications
  8. Instructions to Bidders
  9. General Conditions of Contract
  10. Other Documents

Any amendment/change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures.

### 2. DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears

from the contract the following words and expressions are used in the following meanings: notwithstanding anything, interpretation of any clause/term/definition done by GIC Re will be final. The interpretation shall not be arbitrable.

- 2.1** The term “Agreement” wherever appearing in document shall be read as "Contract".
- 2.2** The "Authority" for the purpose of this Contract shall be the Deputy General Manager or any other person so appointed or authorized.
- 2.3** The “Change Order" means an order given in writing by the Project-in-Charge or by Owner or Authorized official of GIC Re to effect additions to or deletion from or alterations into the Work.
- 2.4** The "Contract" between the Owner and the Bidder shall mean and include all documents like enquiry, tender submitted by the Bidder and the procurement order issued by the Owner and other documents connected with the issue of the procurement order and orders, instructions, change orders, directions issued by the Owner/ Project-in-Charge for the execution, completion and commissioning of the jobs and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the Owner at the request of the Bidder and such period of time for which the job is continued by the Bidder firm for purposes of completion of the work.
- 2.5** "The Contractor/Vendor/Bidder" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- 2.6** The "Job" shall mean the jobs to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted jobs as may be required for the purposes of completion of the job contemplated under the Contract.
- 2.7** The “Project-in-Charge " shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on its behalf.
- 2.8** "The Owner" means the General Insurance Corporation Of India hereby referred to as GIC Re incorporated in India having its Registered office at Suraksha, 170, Jamshedji Tata Road, Churchgate, Mumbai - 400020.
- 2.9** The “Permanent Job" means and includes jobs which form a part of the job to be handed over to the Owner by the Bidder on completion of the contract.
- 2.10** The "Project Manager" shall mean the Project Manager of General Insurance Corporation Of India, or any person so appointed, nominated or designated.
- 2.11** The “Site" means the location at which the job is to be executed or carried out and such other place(s) for the purpose of performing the Contract.
- 2.12** The “Specifications" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau of Indian Standards and Indian Electricity Rules.
- 2.13** The "Sub-Contractor" means any person or firm or Company (other than the Contractor/Bidder) to whom any part of the job has been entrusted by the Contractor/Bidder with the prior written consent of the Owner/ Project in-Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- 2.14** The "Tender" means the document submitted by a person or authority for carrying out the job and the “Tenderer” means a person or authority who submits the tender offering to carry out the job as per the terms and conditions.
- 2.15** “Consultant” / “Appointed Electrical Consultant” means Cease Fire & Electrical Services LLP, an external professional consultancy firm appointed by GIC Re for providing electrical engineering consultancy services in relation to the Project, including technical supervision, review of drawings and specifications, inspection and witnessing of tests, verification of measurements, quality and safety monitoring, and certification / recommendation of running and final bills, strictly in accordance with the terms of this Tender.
- 2.16** The Consultant shall act solely as a technical advisor and supervisory support agency to GIC Re and not as an agent, engineer-in-charge, employer, or contracting authority.

- 2.17** All contractual authority, statutory responsibility, decision-making power, payment approval, acceptance of works, issue of completion certificates, safety permits, and enforcement of contractual rights shall at all times remain vested with GIC Re through its designated Engineer-in-Charge / Competent Authority.
- 2.18** Any review, inspection, certification, or recommendation made by the Consultant shall be recommendatory in nature and shall not relieve the Contractor of its obligations, nor shall it transfer or dilute the responsibilities or liabilities of GIC Re under this Tender or under applicable law.

### 3.SUBMISSION OF TENDER

- 3.1** Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of existing means of communications, state of systems, job facilities and any other material / system and their availability and shall obtain information on all matters and conditions as they may feel necessary for the execution of the jobs as intended by the Owners and shall also satisfy of the availability of suitable systems to carry out the specified job. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for whatsoever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable. A pre-bid meeting may be held as per the schedule mentioned in the tender.
- 3.2** The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the jobs and of the rates and prices quoted in the schedule of quantities which rates and prices shall, except as otherwise provided cover all his obligations under the contract.
- 3.3** It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no job will be considered as extra job and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Project-in-Charge, whose decision shall be final and binding.
- 3.4** Before filling in the Tender the Contractor will check and satisfy all terms of reference to be undertaken and the scope / deliverables by obtaining clarification from the Owner on all the aspects as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Bidder and such a claim shall not be arbitrable.
- 3.5** GIC Re reserves the right to issue corrigenda, clarifications, or amendments to this tender document at any time before the last date of bid submission. All such corrigenda shall be hosted on [www.gicre.in](http://www.gicre.in) and the CPP Portal and shall form an integral part of the tender document. It shall be the responsibility of the bidder to check for updates before submission.
- 3.6** Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials, travel or cost of manpower or due to any other reasons. Claims on account of escalation shall not be arbitrable.
- 3.7** Owner reserves the right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tender(s) whose tender has been rejected.
- 3.8** The Rates quoted by the Tenderer shall include Costs and expenses on all and all other expenses necessary for the full and complete execution and completion of jobs and in accordance with good practice and recognized principles in that regard.
- 3.9** Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules regarding their submitting the tender. All such persons should ensure compliance to the respective/applicable

conditions, rules etc. Any person not complying with those rules etc. but submitting the tender in violation of such rules, after being so noticed shall be liable for the forfeiture of the Earnest Money Deposit made with the tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.

- 3.10** In consideration for having a chance to be considered for entering into a contract with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from the Owner.
- 3.11** In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.
- 3.12** The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenderers shall particularly take note of this factor before submitting their tender(s).
- 3.13** The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of the Project-in-Charge shall be final in this matter.
- 3.14** The Contractor shall make all arrangements at his own cost to transport the required materials/ equipment's outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the Contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, octroi, statutory levies, if any, etc.
- 3.15** The Contractor shall not carry on any job other than the job under this Contract within the Owner's premises without prior permission in writing from the Project-in-Charge.
- 3.16** At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any job item, the bill of quantities at a later date or reduce the scope of job in the overall interest of the job by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefore, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard.
- 3.17** All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorizing him to sign on behalf of the tenderer before submission of tender.
- 3.18** The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied and in case of any ambiguity, the decision of GIC Re shall be final and binding:

- (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
- 3.19** All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasers or over writings are permissible.
- 3.20** Transfer of tender document by one intending tenderer to another is not permissible. The tenderer on whose name the tender has been sent only can quote.

- 3.21** The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

## 4. DEPOSITS

### 4.1 Earnest Money Deposit (EMD)

The tenderer will be required to pay a sum as specified in the covering letter, EMD only through online payment / NEFT/RTGS as allowed by GeM/CPPP in favor of General Insurance Corporation of India, from a Scheduled Commercial bank as per RBI payable at Mumbai in favor of General Insurance Corporation of India, Mumbai in the proforma enclosed or through e-payment. The earnest money deposit will be refunded after finalization of the contract within a period of 30 days after submission of Performance Security by the successful bidder. The bank guarantee in such cases shall remain valid for 6 months or till the completion of entire work which ever is later.

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

### 4.2 Performance Guarantee

Five percent of total contract value in the form of Bank guarantee from a scheduled commercial bank has to be submitted as performance guarantee valid for period of six months. In case the period of work extends beyond six months, bank guarantee period should be extended accordingly till completion and certification of the entire work whichever is later.

### 4.3 Defect Liability

Defect liability period will be of 36 (thirty six) months. Three percent (3%) of the total contract value will be retained till Defect Liability period (36month) + 2months is over, All expenses incurred in obtaining of such guarantee shall be borne by Contracting firm. In case of extension of completion period.

## 5. EXECUTION OF WORK

- 5.1** All the jobs shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, information, technical data, specifications, experience, know-how, any other documents and instructions as may be furnished from time to time to the Contractor by the Project-in-Charge or Appointed Electrical Contractor or Official Authorized by GIC Re, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that jobs throughout are executed in the most proper and workman-like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Project-in-Charge or Appointed Electrical Contractor or Official Authorized by GIC Re.
- 5.2** For working on Sundays/Holidays, the Contractor shall obtain the necessary permission from Project-in-charge in advance. The Contractor shall be permitted to carry out the job beyond normal hours with prior approval of Project-In-Charge and the bidder's quoted rate is inclusive of all such extended hours of work and no extra amount shall be payable by the Owner on this account.

- 5.3** The Contractor shall, after paying the requisite security deposit, commence job within 15 days from the date of receipt of the intimation of acceptance from the Owner informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if there is any, for the delay in execution shall be calculated as per date mentioned in NIT.
- 5.4** Contractor should prepare detailed fortnightly project implementation program for approval by the Project-in-Charge within one month of receipt of Letter of Acceptance. The job shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, re-testing and completion of job in all respects to the entire satisfaction of the Project-in-Charge.
- 5.5** A Letter of Acceptance is an acceptance of offer by the Owner, and it need not be accepted by the Contractor. But the Contractor should acknowledge the receipt of the purchase order within 15 days of mailing of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the Owner by forfeiting earnest money deposit.

#### *ASSIGNMENT/OFFLOADING/SUB-CONTRACTING OF JOBS*

- 5.6** No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sub-contracted, by the Contractor, directly or indirectly to any firm or corporation whatsoever. Violation of this clause in any manner shall give right to the Owner to take action as provided under clause no.11.2.d hereinafter.

#### *SUSPENSION OF JOBS*

- 5.7** Subject to the provisions of this contract, the Contractor shall, if ordered in writing by the Project-in-Charge for reasons recorded, suspend the jobs or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the job therein ordered to be suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period the job was ordered to be suspended in case the reason for suspension of the job is not attributable to negligence or default on part of the Contractor. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.
- 5.8** In case of suspension of entire work, ordered in writing by Project-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Contractor shall not be at liberty to remove from the site of the jobs any equipment, or materials belonging to him and the Owner shall have lien upon all such equipment and materials.

#### *POWER SHUTDOWN AND COORDINATION PROTOCOL*

All shutdown, re-energization to be done in the presence of appointed electrical consultant.

##### **5.8.1 Shutdown Planning**

- a) All works requiring power shutdown shall be planned in advance with minimum **72 hours prior notice** to GIC Re and BEST authorities.
- b) Contractor shall submit weekly shutdown schedule by every Friday for the following week.
- c) Shutdown requests shall include:
  - Specific panels/feeders to be shut down
  - Duration of shutdown required
  - Alternative power arrangements (if any)

- Emergency restoration plan
- d) GIC Re reserves the right to reschedule shutdown based on operational requirements.
- e) Power shutdowns shall normally be permitted only during **non-office hours (after 6:00 PM on weekdays, Saturdays after 2:00 PM, and Sundays)** unless specifically approved otherwise.

### 5.8.2 BEST Coordination

- f) All liaison with Brihanmumbai Electric Supply and Transport (BEST) for meter room work, load disconnection, and reconnection shall be sole responsibility of contractor.
- g) All BEST coordination charges, supervision charges, and any other fees shall be borne by contractor and deemed included in quoted rates.
- h) Contractor shall obtain all necessary permissions, NOCs, and clearances from BEST before commencing work on meter room or incoming feeders.
- i) Final energization shall be done only after obtaining clearance certificate from BEST.

### 5.8.3 Safety Protocol During Shutdown

- a) **Lockout-Tagout (LOTO) Procedure:**
  - All panels being worked upon shall be locked with contractor's lock
  - Danger tags shall be displayed: "MEN AT WORK - DO NOT SWITCH ON"
  - Keys shall remain with site supervisor only
  - Log book shall be maintained for all lockouts and tag removals
- b) **Dead Circuit Verification:**
  - Before commencing work, contractor shall verify with approved voltage tester that circuit is dead
  - Test leads shall be verified on known live source before and after testing
- c) **Safety Barriers:**
  - Physical barriers shall be erected around work area
  - Warning signages shall be displayed
  - Unauthorized access shall be prevented
- d) **Permit to Work:**
  - Written Permit to Work shall be obtained from GIC Re Engineer-in-Charge before starting any work on de-energized system
  - Permit shall specify scope, precautions, and duration
  - Permit shall be closed after work completion and before energization

### 5.8.4 Energization Protocol:

- a) **Before energization, the following shall be completed:**
  - All installation work completed and tools removed
  - Visual inspection done and recorded
  - All required tests completed with satisfactory results
  - Test reports submitted and approved
  - All connections tightened and verified
  - Panel interiors cleaned and free of debris
- b) **Phased Energization:**
  - Main incomer shall be energized first without load
  - Individual feeders shall be energized one by one
  - Load testing shall be done progressively

- Any abnormality shall result in immediate shutdown
- c) **First Energization Certificate:**
  - Licensed electrical supervisor shall issue certificate before first energization
  - Certificate shall confirm all safety checks completed
  - GIC Re representative shall countersign the certificate

### 5.8.5 Unauthorized Shutdown Penalty

Any unauthorized shutdown or work on live system without proper permits shall attract penalty of **₹25,000 per instance**, apart from safety action including termination of contract.

### 5.8.6 Emergency Restoration

In case of any fault or problem during/after energization:

- a) Contractor shall be available 24x7 for emergency restoration
- b) Response time: Within 2 hours of call
- c) Restoration time: Within 6 hours of problem occurrence
- d) Penalty for delayed response: ₹10,000 per hour delay beyond response time

### *OWNER MAY DO PART OF WORK*

- 5.9 Notwithstanding anything contained elsewhere in this contract, the Owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract may instead engage another Contractor to carry out the balance of job. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such job and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 18% p.a. on such amounts till the date of payment. In case of non payment of interest, bank guarantee will be forfeited and encashed to recover the amount.

### *INSPECTION OF JOBS*

- 5.10 The Project-in-Charge and Officers of GIC Re or appointed electrical consultant or officer from Central or State Government or CTE wing of CVC will have full power and authority to inspect the jobs at any time wherever in progress, either on the site or at the Contractor's premises/jobs of any person, firm or corporation where job in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the inspecting authority every facility and assistance to carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Project-in-Charge or his representative to visit the jobs shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

### *ALTERATIONS AND ADDITIONS TO SCOPE, DELIVERABLES, DESIGN AND JOBS*

- 5.11 Any alterations / modifications, additions and/or substitutions to the schedule of job, scope and deliverables that may become necessary or advisable or during the progress of the job shall be mutually discussed and agreed between the parties. In case parties do not agree on the same, the owner shall have the right to get the said job done at the expense of the Contractor. Any dispute arising thereof shall not be arbitrable and binding upon the Contractor.
- 5.12 Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted job which the Contractor may be directed to carry on in the manner as part of the job shall be carried out by the Contractor on the same conditions in all

respects on which he has agreed to do the job. The time for completion of such altered added and/or substituted job may be extended for that part of the particular job. The rates for such additional altered or substituted job under this Clause shall be mutually discussed and agreed between the parties.

#### *PROVISIONAL ACCEPTANCE*

- 5.13** Acceptance of sections of the jobs for purposes of carrying out pilots, testing concepts and similar usages by the Owner and payment for such job or parts of job shall not constitute a waiver of any portion of this contract and shall not be construed so as to prevent the Project-In-Charge from requiring replacement of incomplete / defective job that may become apparent after the said acceptance and also shall not absolve the Contractor of the obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that job or the Contract until the job is completed in full in accordance with the provisions of this Contract.

#### *COMPLETION, INSPECTION, CERTIFICATION AND DEFECT LIABILITY*

- 5.14** As soon as the job is completed in all respects, the Contractor shall give notice of such completion to the project-in-charge or the Owner. Within seven days of receipt of such notice, the appointed electrical consultant shall inspect the job. Prior to issuance of any completion certificate, the Contractor shall arrange for inspection and certification of all electrical repair works by a competent authority as defined under the Indian Electricity Rules 2005/Central Electricity Authority(measures related to safety and electric supply) Regulations 2023, which includes a Chartered Electrical Safety Engineer or an Electrical Inspector authorized by the State Electrical Inspectorate. All costs, fees and charges associated with such inspection, testing and certification by the competent authority shall be borne entirely by the Contractor with no additional payment from the Owner. The Contractor shall submit the certificate issued by the competent authority certifying that all electrical installations, repairs and works have been executed in accordance with the Indian Electricity Rules, relevant Indian Standards, and are safe for operation.

#### **5.15 TRAINING TO GIC RE MAINTENANCE STAFF**

##### **1 Training Requirement**

- a) Contractor shall provide comprehensive training to GIC Re electrical maintenance staff on all new installations, equipment, and systems.
- b) Training shall be conducted in English/Hindi language.
- c) Minimum training duration: 8 hours (can be split into 2 sessions of 4 hours each)

##### **2 Training Content**

Training shall cover: - Overview of all works executed - Equipment specifications and operating parameters - Operation and control procedures - Preventive maintenance schedule and procedures - Troubleshooting guide for common problems - Safety precautions - Emergency shutdown and restoration procedures - Contact details for technical support

##### **3 Training Schedule**

- d) Training shall be conducted after completion of commissioning and before final handover.
- e) Training schedule shall be intimated 7 days in advance.
- f) Training venue: GIC Re premises
- g) Minimum trainees: 5 personnel from GIC Re

##### **4 Training Material**

Contractor shall provide following training material (one copy per trainee): - Training presentation (printed and soft copy) - Operation & Maintenance manual - Troubleshooting flowcharts - Emergency contact numbers - Preventive maintenance checklist

## 5 Training Records

- h) Attendance sheet with signatures of all participants
- i) Training feedback form
- j) Training photographs
- k) Certificate of training completion issued to each participant

## 6 Post-Training Support

- l) Contractor shall provide telephonic/email support for 6 months post-completion for any operational queries.
- m) Response time for queries: Within 24 hours

**Cost:** All training costs including material, trainer charges, and documentation shall be borne by contractor and deemed included in contract price.

**5.15** Upon satisfactory inspection by the project-in-charge and receipt of certification from the competent authority, the project-in-charge shall furnish the Owner with a certificate of completion indicating:

- (a) Incomplete jobs, if any, to be completed by the Contractor within the stipulated timeframe
- (b) Defects, if any, to be rectified by the Contractor at his own cost within the specified period
- (c) The date of completion
- (d) Final submission of comprehensive completion report including all test certificates, as-built drawings, and certification from competent authority.
- (e) User training completion certificate and Project Sign Off

**5.16** The Contractor shall be fully liable for any defects in materials, workmanship, design or execution that are discovered during the Defect Liability Period of 36 months (thirty six months) from the date of certification by the competent authority. The Contractor shall rectify all such defects immediately upon notification at his own cost including replacement of defective materials and re-certification by the competent authority if required. In case of any electrical accident, failure, fire or safety incident arising from defective work or materials supplied by the Contractor during the Defect Liability Period, the Contractor shall be held fully liable for all damages, losses and consequences, and shall indemnify the Owner against all claims, damages and expenses arising therefrom. The certification by the competent authority does not absolve the Contractor of his obligation to rectify defects or his liability for defective work during the Defect Liability Period.

**5.17** The Contractor shall maintain comprehensive insurance coverage for the entire duration of the project and throughout the Defect Liability Period to cover any liability arising from defective electrical works.

### *DEFECT LIABILITY PERIOD*

**5.18** The Contractor shall guarantee the job executed and its workability and / or suitability of the deliverables, designs, tools, drawings etc. as narrated in the scope of work for a period of 36 months from the date of completion of the job. Any defects or incompleteness in deliverables, designs etc. that may arise or lie undiscovered at the time of completion of the job shall be rectified by the Contractor at his own cost. The decision of the Project-In-charge / Owner shall be the final in deciding whether the defect has to be rectified or replaced.

**5.19** The Owner shall intimate the defects noticed in writing by a Registered post or letter or otherwise (i.e. by e-mail ) and the Contractor within 15 days of receipt of the intimation shall start the rectification job and complete within the time specified by the Owner failing which the Owner will get the defects rectified by themselves or by any other Contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

### *LIMITATION OF LIABILITY*

- 5.20** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order.

### *DAMAGE TO PROPERTY*

- 5.21** Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all information systems and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the job of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.
- 5.22** The Contracting-firm shall indemnify and keep the Owner harmless of all third party claims arising under or by reason of this contract.

## **6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

### *CONTRACTING FIRM'S OBLIGATIONS*

- 6.1** Contracting-firm's scope of work shall be as detailed in scope of work. To carry out the assignment properly, Contractor shall have to visit GIC Re offices / sites / locations.
- 6.2** Contractor shall designate qualified experts with adequate experience and Contractor shall render services to the best of their experience, knowledge and ability, which are possessed and used in practice by Contractor at the time of execution of the contract. Within this scope, Contractor takes over a liability to this effect that its services are properly executed and without defects. In case any deficiencies are found in the documents submitted by Contractor to Owner under this contract, Contractor shall, at no cost to Owner, correct such deficiencies and resubmit to Owner the corrected documents, provided, however, that such deficiency are not due to inaccurate data, or information furnished by Owner to Contractor.
- 6.3** If for any reason beyond the control of the Contractor, there arises a need to replace any personnel or experts, the Contractor shall provide a replacement person of equivalent or better qualification and experience, subject to the written approval of the Owner.
- 6.4** Deficiencies, if any, shall be made good/ rectified by Contractor free of charge, within thirty days from the date of intimation by Owner.
- 6.5** Nothing in this Article shall abrogate or abridge the Contracting-firm's own liability for infringement or violation of patent of a third party and shall fully indemnify the Owner, if such infringement or violation is proved before and sustained in court of law including any legal expenditure incurred by the Owner.
- 6.6** Upon full and final payment, the Owner shall have a perpetual, non-exclusive, nontransferable, paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the Owner by the Contractor.
- 6.7** It is expressly understood and agreed by and between the Parties that the Owner is entering into this contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the Contractor hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or

counter claims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claims, cause of action or thing whatsoever arising of or under this contract.

*EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR*

- 6.8** The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of job. All persons engaged by the Contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.
- 6.9** Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees.
- 6.10** The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractor and any other person engaged by him that their appointment/employment is not by the Owner but by the Contractor and that their present appointment is only in connection with the contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

*FIRST AID AND INDUSTRIAL INJURIES*

- 6.11** Contractor shall maintain first aid facility for his employees and those of his Sub-Contractors.
- 6.12** Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries.
- 6.13** All industrial injuries shall be reported promptly to Owner and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

*SAFETY CODE*

- 6.14** The Contractor shall at his own expense arrange for the Safety provisions as may be necessary for the execution of the job or as required by the Project-in-Charge in respect of all personnel directly or indirectly employed for performance of the jobs and shall provide all facilities in connections therewith
- 6.15** The Contractor shall observe and abide by all fire and safety regulations of the Owner.
- 6.16** Contractor shall at his own expense obtain and maintain an insurance policy with a Insurance Company to the satisfaction of the Owner as provided hereunder.
- i) The Contractor shall, for the duration of the contract, take out and maintain:
- Group Personal Accident Insurance Policy covering the Contractor's own staff.
  - A Workmen's Compensation Insurance Policy covering the Contractor's personnel at site.
  - Contractor's All Risk (CAR) Policy: Covering all equipment, tools, and materials at site.
  - An Insurance Policy covering the Contractor's own property at site.
  - Contractor shall at his own expense cover all the workmen engaged under him under "Pradhan Mantri Suraksha Bima Yojana (PMSBY)" and submit proof of the same to GIC RE.
- ii) The Contractor shall fully indemnify the Owner against the losses, liabilities, claims, costs and expenses consequent upon:
- Injury to the Contractor's own staff.
  - Injury to the persons referred to in 6.11-6.13

- c) Loss of or damage to the contractor's own property site; arising out of or in the course of the contract.
- d) Pradhan Mantri Suraksha Bima Yojana (PMSBY): All workers must be enrolled with proof of enrollment submitted to GIC Re.

#### *DOCUMENTS CONCERNING JOBS*

- 6.17** All documents including information, technical data, drawings, manuals, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all manuals, tools, drawings, tracings, reproducible, plans, specifications design calculations etc. and any other documents prepared by the Contractor for the purpose of execution of jobs covered in or connected with this contract shall be the property of the Owner and shall not be used by the Contractor for any other job but are to be delivered to the Owner at the completion or otherwise of the contract.
- 6.18** Audit report based on which current tender is floated will be made accessible to the bidders upon written request to the owner and after signing Non Disclosure Agreement. Reproduction or distribution of any document including Audit report, drawings, images etc is not allowed and will be considered breach of the contract and strictest action will be taken including but not limiting to debarment and termination of the contract without refund of any amount deposited in any form.
- 6.19** The Contractor shall keep and maintain secrecy of the manuals, technical-know how, documents, drawings etc. issued to him for the execution of this contract and restrict access to such documents, drawings etc. The Contractor shall not issue manuals, technical-know how, drawings and documents to any other agency or individual.
- 6.20** Contractor will not give any information or document etc. concerning details of the job to the press or a news disseminating agency with or without prior written approval from Project-in-charge. Contractor shall not take any pictures on site without written approval of Project-in-Charge.

## 7. PAYMENT OF CONTRACTOR'S BILLS

#### *STATUTORY LEVIES, TAXES AND DUTIES*

- 7.1** The Contracting-firm accepts full and exclusive liability for payment of all taxes under any Statute as applicable in performance of the service and quoted price should include all such taxes(excluding GST) & duties, if applicable which will be quoted separately.
- 7.2** In case, GIC RE is not able to take Input Tax Credit due to any non-compliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).
- 7.3** Contractor shall be responsible for indemnifying the Corporation for any loss, direct or implied, accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

#### *INCOME TAX*

- 7.4** Statutory deductions like Income tax etc. will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.
- 7.5** The Contractor shall provide Permanent Account Number (PAN) taken in India under Indian Income Tax Act, 1961 and provide a copy of the same as part of Bid Document.

## 8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1** Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

## 9. CONTRACTOR TO INDEMNIFY THE OWNER

- 9.1** If claims are lodged against Owner by third parties for compensation of damage or loss caused by Contractor's or its expert's fault, Contractor shall keep indemnified Owner against all claims raised by third parties.
- 9.2** The Contractor shall fully indemnify the Owner and every member, officer and employee of the Owner, also the Project-in-Charge and his staff against any losses or damages arising out of loss or damage which may be made against the Owner for or in respect of or arising out of any gross negligence / failure by the Contractor in the performance of his obligations under the contract. In the event of any third party raising claim or initiating any suit against the Owner on the ground that Owner's use of the document provided by the Contractor infringes any patent rights belonging to such third party, the Contractor shall indemnify, keep indemnified and hold harmless the Owner against all actions, claims, damages, losses and expenses raised by third parties and arising from or incurred by reason of any infringement of patent.

## 10. DEFECTS AFTER TAKING OVER OR TERMINATION OF JOB CONTRACT BY OWNER

- 10.1** The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the job carried out under this Contract within a period of 36 months from date of issue of the Completion certificate. Owner shall have right to retain the Security Deposit/Performance Guarantee submitted to cover the 5% of the tender amount under this clause. Retention money 3% will be returned/refunded after the expiry of the period of 36 months + 2 months without any interest thereon. (Please refer to clause 4. Deposits).

## 11. TERMINATION OF CONTRACT

- 11.1** The Owner may terminate the contract at any stage of the Project for reasons to be recorded in the letter of termination.
- 11.2** The Owner inter alia may terminate the Contract for any or all of the following:
- Termination for Default:** GIC Re reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of contract, by giving one month notice if Contractor fails to perform any obligation(s) under the contract and if Contractor, does not cure his failure within a period of 30 days (or such longer period as the Owner may authorize in writing) after receipt of the default notice from the Owner.
  - Termination for Insolvency:** The Owner may at any time terminate the contract by giving written notice without compensation to Contractor, if Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.
  - Termination for convenience:** The Owner may by written notice sent to Contractor, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by the Owner till the date upon which such termination becomes effective.
  - Termination for Other reasons**

The Owner may terminate the Contract for any or all of the following reasons that the Contracting Firm:

- i. Has abandoned the work/Contract.
- ii. Has failed to commence the jobs, or has without any lawful excuse under these conditions suspended the job for 15 consecutive days.
- iii. Has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contracting Firm.
- iv. Has to the detriment of good workmanship or in defiance of the Officer's instructions to the contrary sub-let any part of the Contract.
- v. Has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
- vi. Has stopped attending to job without any prior notice and prior permission for a period of 15 days.
- vii. Has become untraceable.
- viii. Has acted without authority in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of the Owner.

**11.3** The Owner on termination of such contract shall have the right to appropriate the Retention Money and return to the Contractor excess money, if any, left over.

**11.4** In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the job either by themselves or through any other Contractor(s) at the risk and cost of the Contracting Firm. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the job on any nominated Contracting Firms. However, the overall liability of the Bidder shall be restricted to 100 % of the total contract value.

**11.5** When the contract is terminated by the Owner for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

## 12. INDUSTRIAL AND INTELLECTUAL PROPERTY

**12.1** In order to perform the services, Contractor must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the Owner harmless and indemnify the Owner from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

**12.2** All documents, report, information, data etc. collected and prepared by Contractor in connection with the scope of work submitted to the Owner will be property of the Owner.

**12.3** Contractor shall not be entitled either directly or indirectly to make use of the documents, reports given by the Owner for carrying out of any services with any third parties.

**12.4** Contractor shall not without the prior written consent of the Owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

## 13 CONFIDENTIALITY

**13.1** Contractor shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by the Owner without the prior written consent of the Owner .

**13.2** Contractor further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Contractor shall ensure that each of them

has been informed of the confidential nature of the confidentiality and non- disclosure provided for hereof.

## 14. ASSIGNMENT

Contractor shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of the Owner which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Contractor only.

## 15. LIABILITIES

- 15.1** Without prejudice to any express provision in the contract, Contractor shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 15.2** Contractor shall remain liable for any damages due to its gross negligence within the next 36 months after the issuance of completion certificate.

## 16. RECTIFICATION PERIOD

- 16.1** All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.
- 16.2** No deviation from such conditions shall be made without the Owner's agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Contractor pursuant to the Contract (irrespective of whether Management, engineering, design data or other information has been furnished, reviewed or approved by the Owner) are guaranteed to be of the best quality of their respective kinds.
- 16.3** Contractor shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within 36 months (thirty six months) of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 15 days of observance of mistake.

## 17. FORCE MAJEURE

Circumstances leading to force majeure

- a) act of terrorism;
- b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

### i. Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

**ii. Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

**iii. Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure. The Contractor has no entitlement and Owner has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

## 18. DISPUTE RESOLUTION

18.1 The Buyer and Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

18.2 If attempts at informal resolution fail, either party may call for mediation. The parties shall attempt mediation in accordance with the 'Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement' issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024.

18.3 If mediation fails or is not pursued, any dispute arising out of or in connection with this Contract shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a sole arbitrator appointed mutually by both parties. The seat of arbitration shall be Mumbai and the language shall be English.

18.4 The decision of the arbitrator shall be final and binding on both parties. Subject to the arbitration clause, the Courts at Mumbai shall have exclusive jurisdiction.

## 19. PRICE REDUCTION

**19.1** In case of any delay in completion of the work beyond the Contractual Delivery Date (CDD), the Owner shall be entitled to be paid Price reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (zero point five percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contracting firm or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.

**19.2** The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.

**19.3** Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).

**19.4** This final calculation of price reduction shall be only on the value of the unexecuted portion / quantity of work as on the CDD.

**19.5** Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any

right which owner has to risk purchase under Clause 11.4 and any right to get the defects in the work rectified at the cost of the contractor.

## 20. ACQUISITION OF DATA

20.1 If required, Contractor shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. The Owner, if requested in writing by Contractor, may assist the Contractor in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, coordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the Contracting Firm/Tenderer.

## 21. INTEGRITY PACT

- 21.1** In line with the Central Vigilance Commission (CVC) guidelines and GIC Re's commitment to transparency, an Integrity Pact shall be signed between GIC Re and the successful bidder for this contract.
- 21.2** The Integrity Pact, as provided in the tender document, must be duly signed and submitted by all bidders along with their technical bid. Failure to sign and submit the Integrity Pact shall lead to outright rejection of the bid.
- 21.3** The Integrity Pact shall be monitored by Independent External Monitors (IEMs) appointed by GIC Re, namely:
- i - Shri Keshav Kumar, Retired IPS (kkips86guj@gmail.com)
  - ii - Shri Bharat Prasad Singh, Retired IFoS (bps.arunabh@gmail.com)
- 21.4** The provisions of the Integrity Pact shall be binding on all parties throughout the contract period and for 12 months after completion for contractors, and 6 months after contract award for unsuccessful bidders.

## 22. GRIEVANCES

22.1 Grievances of parties participating or intending to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressals available on the Owner's website.

## 23. GENERAL

- 23.1** The Purchase Order will be complete in all respects and supersedes all previous correspondence, record notes, Minutes of Meeting, discussions, and representations.
- 23.2** Either party has not made or does not make any representations, covenants, warranties or guarantees and does not assume any liability, express or implied, other than those expressly set forth in this contract. All further claims and/ or remedies with respect to damages and/ or losses of any kind are excluded.
- 23.3** In no case, Contractor shall be liable for any indirect or consequential damage or loss, such as but not limited to loss caused by any decision to proceed or not to proceed with a project, loss of profit, increase cost of investment, construction, interest and the like.
- 23.4** Tenderers are requested to carefully study all the Tender documents and tender conditions before quoting their rates. No alteration in the Tender will be allowed after the opening of the Tender.
- 23.5** Every Tender must be strictly in accordance with the Owners Conditions and Terms of Reference.

- 23.6** All entries in the Tender must be written in permanent ink or typewritten and there should be no erasures or over writing. Corrections, if any, should be attested under the full signature of the Tenderer.
- 23.7** All rates given in the Tender must be expressed both in words and figures and where there is a difference between the two, the rates given in words will be taken as correct.
- 23.8** Any Tender received late or not conforming to the terms and conditions prescribed in the Tender Documents will be rejected. Tenders not accompanied by Earnest Money, (unless eligible for exemption) will be rejected.
- 23.9** It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of tender and the successful tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the contractor of any clerical error or mistake, which may occur in the general terms and conditions for consultancy services, terms of reference or Tender Forms supplied to the Tenderer.
- 23.10** Any terms and conditions attached / printed overleaf of the vendors offers will not be binding on the Owner.

The Tenderer should read the tender conditions carefully and return one copy to the Owner duly signed by them in token of having read, understood and accepted the conditions.

## 24. Conflict of Interest

### **Conflict of Interest:**

In line with the principles of transparency, competition, fairness and elimination of arbitrariness under Rule 173 of the General Financial Rules, 2017, and the Code of Integrity for Public Procurement under Rule 175 of the General Financial Rules, 2017, no bidder shall have a conflict of interest in relation to this tender.

Without prejudice to the generality of the above, a bidder shall be deemed to have a conflict of interest and shall be ineligible to participate in this tender if the bidder, or any of its affiliates, associates, group entities, parent/subsidiary companies, sister concerns, partners, directors, key personnel, agents, representatives, or proposed subcontractors

(a) has been engaged, directly or indirectly, in any assignment connected with the subject work, including but not limited to inspection, survey, condition assessment, audit, technical evaluation, feasibility study, estimation, preparation/review of BOQ, preparation/review of specifications, scope definition, design review, tender/RFP preparation, or any advisory/consultancy services relating to the subject work; or

(b) has, by virtue of any such prior or related engagement, obtained access to non-public information, internal estimates, condition reports, technical preferences, replacement recommendations, or any other information capable of conferring an actual, potential or perceived unfair advantage in the bidding process; or

(c) is in a position to influence, or appears to have influenced, the formulation of the technical requirements, quantities, specifications, scope, eligibility conditions, or bid terms for this tender; or

(d) is otherwise placed in a situation which, in the sole opinion of the Employer, is inconsistent with the principles of fair competition, equal treatment of bidders, transparency, and procurement integrity.

Any bid submitted in violation of this clause shall be treated as non-responsive and shall be liable for rejection at any stage of the tender process, including after opening of bids or after award, if such conflict is discovered subsequently.

Each bidder shall submit a signed declaration confirming that no such conflict of interest exists. Any non-disclosure, suppression, misrepresentation, or false declaration in this regard shall constitute grounds for rejection/disqualification of the bid, forfeiture of Bid Security/EMD (if applicable), cancellation of award/contract, and such further action as may be permissible under the tender conditions and applicable procurement rules.

## 25. DECLARATION ON GST

### Payment of GST and filing of GST Returns to enable General Insurance Corporation of India to avail Input Tax Credit (ITC) correctly

With reference to Payment of GST & filing GST return for availing Input Tax Credit (ITC) by GIC RE as per GST provisions for the Invoices raised by us, we hereby declare as follows:

- 1) We have disclosed all the facts relating to our Firm / Company to M/s General Insurance Corporation of India.
- 2) We hereby declare that we have agreed to pay GST to the respective GST authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- 3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- 4) We hereby agree as under: -
  - i. We will be fully responsible for complying with the GST provisions to enable GIC Re to take Input Tax Credit. In case, GIC Re is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
  - ii. In case of rejection of ITC by the concerned Tax Authority, for non-filing of GST or nonpayment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify General Insurance Corporation Of India in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty. We hereby agree and confirm that-

Any breach of the above declaration shall be constructed as breach of the terms and condition w.r.t. GST and General Insurance Corporation Of India shall be at liberty to take necessary action like Holiday listing (banning of Business dealings) and/or recovering of amounts mentioned.

In para 4 (ii) above, from:

- a) Any of our Bank Guarantee executed in your favour, if any
- b) Retention / Security Deposit paid for any of your work, if any or
- c) Other unpaid invoices, if any raised by us on General Insurance Corporation Of India.

## 26. Compliance with Labour Laws and Statutory Obligations

### 1.0 General Obligation

1.1 The Contractor shall comply with all applicable provisions of labour laws, rules, and regulations in force and as amended from time to time, in respect of all workmen employed by him directly or indirectly for execution of the electrical repair works under this Contract.

1.2 The Contractor shall be deemed to be the employer for all intents and purposes in respect of the labour so employed and shall be solely responsible for compliance with all statutory requirements.

### 2.0 Statutory Compliance

2.1 Without prejudice to the generality of Clause 1.0 above, the Contractor shall ensure due observance of, inter alia, the following Acts and Rules thereunder, as applicable:

- a) The Contract Labour (Regulation and Abolition) Act, 1970 and Rules, 1971
- b) The Minimum Wages Act, 1948 and Rules made thereunder
- c) The Payment of Wages Act, 1936
- d) The Payment of Bonus Act, 1965
- e) The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
- f) The Employees' State Insurance Act, 1948
- g) The Payment of Gratuity Act, 1972
- h) The Equal Remuneration Act, 1976
- i) The Maternity Benefit Act, 1961
- j) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, where applicable
- k) The Industrial Disputes Act, 1947
- l) The Occupational Safety, Health and Working Conditions Code, 2020 and allied Rules
- m) Any other Labour Law, notification, or order issued by the Central/State Government having bearing on the employment, safety, welfare, and working conditions of the workmen engaged in the Contract.

### 3.0 Maintenance of Records and Registers

3.1 The Contractor shall maintain all registers, records, notices, and returns prescribed under the aforesaid Acts and shall produce them for inspection as and when required by the Employer/Principal Employer or statutory authorities.

3.2 The Contractor shall furnish proof of deposit of statutory dues (PF, ESI, etc.) for the workmen deployed under this Contract along with his monthly bills.

### 4.0 Wages and Statutory Benefits

4.1 The Contractor shall ensure that wages paid to all workmen are not less than those prescribed under the Minimum Wages Act, 1948 or by the appropriate Government, whichever is higher.

4.2 The Contractor shall provide all statutory benefits to the workmen including Provident Fund, ESI coverage, Bonus, Leave, and other welfare benefits as per applicable laws.

4.3 All payments to workmen shall be made through bank transfer or other digital mode as permitted by law, and wage registers shall be maintained accordingly.

### 5.0 Liability and Consequences of Default

5.1 In the event of any non-compliance with the provisions of any Labour Law or Rules as specified above, the Contractor shall be solely responsible and liable for any penalty, fine, or other consequences arising therefrom.

5.2 The Owner reserves the right to deduct from the Contractor's bills or security deposit any sum required to discharge obligations arising out of such non-compliance.

### 6.0 Indemnification

6.1 The Contractor shall indemnify and keep indemnified the Owner against all actions, claims, demands, proceedings, losses, damages, costs, charges, and expenses arising out of or in connection with any breach or non-observance of any statutory provision by the Contractor or his sub-contractors.

### 7.0 Safety, Health, and Welfare of Workmen

7.1 The Contractor shall take all precautions for the safety and welfare of the workmen employed and

shall provide the necessary safety appliances, personal protective equipment (PPE), and first aid facilities as required under law or as directed by the Engineer-in-Charge.

7.2 The Contractor shall also ensure that proper sanitation, drinking water, and other welfare facilities are provided at the site in compliance with statutory provisions.

#### **8.0 Responsibility of the Employer/Principal Employer**

8.1 Nothing contained herein shall absolve the Contractor of his primary and exclusive responsibility for compliance with all labour laws.

8.2 The Owner shall not be held liable for any failure on the part of the Contractor to comply with statutory obligations.

Annexure I

**27. Bankruptcy Declaration**

(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 II

**28. Blacklisting Declaration**

(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

**29. DEED OF INDEMNITY**

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

This Deed of Indemnity is made and executed at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 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 expressions 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 and the Agreement, the Contractor is required to execute a Deed of Indemnity in favor of GIC Re to indemnify it against the circumstances mentioned herein.

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

NOW THIS DEED WITNESSETH AS UNDER:

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



- c. Modification of a service after delivery by Contractor to GIC Re if such modification was not made by or on behalf of the Contractor, provided the modification is not in accordance with any applicable specifications or documentation provided by or on behalf of the Contractor.
  - d. Operation or use of some or all the service in combination with products, information, specification, instructions, data, materials not provided by or on behalf of the Contractor,
  - e. Use of the services for any purposes for which the same has not been designed or developed or other than in accordance with any applicable specifications or documentation provided by or on behalf of the Contractor.
  - f. GIC Re's failure to use any modification of the services furnished under the Agreement and communicated in writing in accordance with the requirements of clause 'Notices' of the Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Contractor.
6. The Contractor hereby undertakes that it shall forthwith on demand and without demur pay to GIC Re such sum or sums that become payable under any of the clauses indemnifying GIC Re due to the default/default 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/default 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 heretofore, 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 IV

**30. 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)

### 31. 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 during its currency 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 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 shall come into force immediately and 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 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 waive 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..... , 2026

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

## 32. INTEGRITY PACT

Between

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

### Preamble

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

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

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

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

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

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

### **Section 1 – Commitments of the Principal**

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

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

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

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

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

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

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

#### **Section 4 – Compensation for Damages**

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

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

#### **Section 5 – Previous transgression**

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

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

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

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

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

#### **Section 8 – Independent External Monitor / Monitors**

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

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor (s)/ Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman cum Managing Director (CMD) of GIC Re within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD GIC Re, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the CMD GIC Re has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

#### Section 9 – Pact Duration

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

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

#### Section 10 – Other provisions

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

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

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

\_\_\_\_\_  
(For & On behalf of the Principal)

\_\_\_\_\_  
(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place..... Date .....

Witness 1:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Duly notarized on ₹500 stamp paper)

### 33. Declaration Regarding Conflict of Interest

We hereby declare that neither we, nor any of our affiliates, associates, group entities, parent/subsidiary companies, sister concerns, partners, directors, employees, key personnel, agents, representatives, or proposed subcontractors:

1. have been involved, directly or indirectly, in any **inspection, survey, condition assessment, audit, technical evaluation, feasibility study, estimation, BOQ preparation/review, specification preparation/review, scope definition, design review, tender/RFP preparation, or advisory/consultancy services** relating to the subject work;
2. have obtained any **non-public information** relating to the subject work or tender process that may confer an unfair advantage; and
3. are otherwise in a position of **actual, potential, or perceived conflict of interest** in terms of the tender conditions.

We understand that any false declaration, non-disclosure, suppression, or misrepresentation shall render our bid liable for rejection/disqualification and may also lead to forfeiture of Bid Security/EMD (if applicable), cancellation of award/contract, and such further action as may be permissible under the tender conditions and applicable procurement rules.

#### Authorized Signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Date: \_\_\_\_\_

Seal: \_\_\_\_\_