

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-09-2026 09:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-09-2026 09:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Navy
कार्यालय का नाम/Office Name	*****
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :dgmcomm-nsrykar@navy.gov.in Buyer Email id: sax-nsrykar@navy.gov.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - inspection and cleaning of zinc material flanges onboard ins vagir
समान श्रेणी/Similar Category	Repair and Overhauling Service
अनुबंध अवधि /Contract Period	6 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	516810
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	15504

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

M (SAX & RAC)

ND Karwar, Department of Military Affairs, Indian Navy, Ministry of Defence

(Rohit Gupta)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the

date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

9. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1784279759.pdf](#)

GEM Availability Report (GAR):[1784279780.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1784279786.pdf](#)

Payment Terms:[1785316428.pdf](#)

Custom Bid For Services - Inspection And Cleaning Of Zinc Material Flanges Onboard Ins Vagir (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	inspection and cleaning of zinc material flanges onboard ins vagir
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****UTTARA KANNADA	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and Conditions of GeM Bid Document

1. **Schedule of Requirements.** List of items / services required is as follows.

Sl No	Scope of work	Den	QTY
1	Dimensional Inspection and cleaning of the galvanized flange ND20 EG00938, EG01502 as per JIC EG-08-D-004- renew if UNSAT.	Nos	2
2	Dimensional Inspection and cleaning of the galvanized flange ND20 EG00923, EG00928, EG00933, EG00941, EG00942, EG01605, EG01606, EG01609, EG01610, EG01613, EG01615 as per JIC EG-08-D-003- renew if UNSAT	Nos	11
3	Dimensional Inspection and cleaning of the galvanized flange ND40 EG00916, EG00917, EG00918, EG00919, EG00921, EG00922, EG00924, EG00925, EG00930, EG00931, EG00934, EG00935, EG00936, EG00937, EG00939, EG00940, EG01600, EG01601, EG01602, EG01604, EG01607, EG01611 and EG012 as per JIC EG-08-D-001- renew if UNSAT	Nos	24
4	Dimensional Inspection and cleaning of the galvanized flange ND32 EG00920, EG00932, EG01603 as per JIC EG-08-D-002- renew if UNSAT	Nos	03
5	Carry out dimensional inspection and cleaning of the galvanized flanges (BM00256, BM00260, BM00496 and BM00523) as per JIC BM-06-D-001- renew if UNSAT	Nos	04
6	Dimensional Inspection and cleaning of the galvanized flange ND80 EN00309, EN00310, EN00319 and EN00320 as per JIC EN-09-D-001- renew if UNSAT	Nos	04
7	Dimensional inspection and cleaning of the galvanized flange ND32 (DM00065, DM00066, DM00067, DM00068, DM00069 and DM00070) as per JIC DM-16-D-004- renew if UNSAT	Nos	06
8	Dimensional inspection and cleaning of the galvanized flange ND80 (DM00019, DM00020, DM00029, DM00030 and DM00050) as per JIC DM-16-D-003- renew if UNSAT	Nos	05
9	Dimensional inspection and cleaning of the galvanized flange ND20 (DM00040, DM00041, DM00044, DM00045, DM00058, DM00059 and DM00060) as per JIC DM-16-D-001- renew if UNSAT	Nos	07
10	Dimensional inspection and cleaning of galvanized flange DN00121, DN00221, DN00321 ND20 as per JIC DN-05-D-001- renew if UNSAT	Nos	03
11	Dimensional inspection and cleaning of the galvanized flange ND20 DB00100 as per JIC DB-16-D-001- renew if UNSAT	Nos	01
12	Dimensional inspection and cleaning of the galvanized flange ND32 (DA00068, DA00069, DA00070, DA00071, DA00072, DA00073, DA00074, DA00075, DA00076, DA00077 and DA00078) as per JIC DA-03-D-003- renew if UNSAT	Nos	11

13	Dimensional inspection and cleaning of the galvanized flange ND20 DA00038, DA00039 as per JIC DA-03-D-001- renew if UNSAT	Nos	02
14	Dimensional inspection and cleaning of the galvanized flange ND32 DA00040, DA00042, DA00043, DA00044 as per JIC DA-03-D-002- renew if UNSAT	Nos	04
15	Dimensional inspection and cleaning of the galvanized flange ND20 (EW00034) as per JIC EW-15-D-002- renew if UNSAT	Nos	01
16	Dimensional inspection and cleaning of the galvanized flange ND32 EW00038, EW00039, EW00040, EW00041 as per JIC EW-15-D-004- renew if UNSAT	Nos	04
17	Dimensional inspection and cleaning of the galvanized flange ND32 (EW00029) as per JIC EW-15-D-003- renew if UNSAT	Nos	01
18	Dimensional inspection and cleaning of the galvanized flange ND20 (EW00031), (EW00032) as per JIC EW-15-D-001- renew if UNSAT	Nos	02
19	Dimensional inspection and cleaning of the galvanized flange ND40 EW00030, EW00033, EW00044 as per JIC EW-15-D-005- renew if UNSAT	Nos	03
20	Dimensional inspection and cleaning of the galvanized flange ND50 EW00027, EW00028, EW00042, EW00043 as per JIC EW-15-D-006- renew if UNSAT	Nos	04
21	Dimensional inspection and cleaning of the galvanized flange ND40 DJ00049, DJ00050 as per JIC DJ-05-D-001- renew if UNSAT	Nos	02
22	Dimensional inspection and cleaning of the galvanized flange ND50 DJ00046, DJ00047, DJ00048 as per JIC DJ-05-D-002- renew if UNSAT	Nos	03

2. **Minimum Qualification Requirements.** The firm which fulfils the following criteria shall be considered eligible to qualify the Technical Bid.

2.1 **Financial Capacity.** The firm should have a minimum average turnover of Rs. 2,00,000.00 annually over the last three years ending 31 Mar 26. Proof is to be submitted along with the Technical Bid (necessary documents to be submitted).

2.2 **Technical Capacity.** The firm should have undertaken renewal of flanges or repair/renewal of pipes onboard submarines in the last 07 years as per table below :-

Ser No.	Minimum No. of Contracts	Minimum Value of Contracts
1	03 Contracts	Rs. 2,06,724/- each
2	Or 02 Contracts	Rs. 2,58,405 /- each
3	Or 01 Contract	Rs. 4,13,448/-

3. **Two-Bid System.** In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bring out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Ser	Description	Remarks
1	Read and understood all terms and conditions of GeM Bid Document and the same are acceptable	Yes / No
2	If the answer to Question above is No, please list the specific jobs not being undertaken as a deviations list and attach with this matrix.	List of deviations from ATC Attached/ Not attached
3	EMD or Bid securing declaration submitted in accordance with GeM document	Yes / No / NA
Documents in support of MQR Conditions enclosed.		
4.1	Proof of average annual turnover in compliance with Financial capacity as per para 2(2.1) of ATC submitted?	Yes / No
4.2	Proof of contracts in the field of supply of similar nature items as per para 2(2.2) of ATC submitted?	Yes / No
5	The firm should have valid GST registration number/ EPF/ ECIS Registration certificates and submit the certificates for the same.	Yes / No

3. **Delivery Period.** Delivery period for supply of items would be 180 days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **INCOTERMS for Delivery and Transportation.** CIP at ND, Kanwar.

5. **Consignee Details.** The Admiral Superintendent
(for Manager(Engg))
Naval Dockyard
Naval Base Kanwar 581308

The Bidder is required to give confirmation of their acceptance of the Additional Terms and Conditions of the GeM Bid Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration are as per Appendix H of DPM.

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum

period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party, unless required by either Government of the parties or by Seller's suppliers solely for the purpose of performing the obligations under the contract.

8. **Liquidated Damages.** In the event of the Seller's failure to supply the stores/goods/any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price (total cost including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental works/services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the price (Total cost(including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores /incidental Works/ Services. Any extension given by the buyer for delay attributable to buyer or on account of force Majeure Clause is to be factored in delivery period.

8.1 In case of inordinate delay this maximum deduction shall be 10% of the price (total cost), as stated above ,of stores/incidental works/services supplied with delay.

8.2 Inexcusable delays of more than one-fourth(25%) of the total delivery period shall be treated as inordinate delays.

9. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract In Part Or In Full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

9.1 The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than (weeks/ months) as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

9.2 The Seller is declared bankrupt or becomes insolvent.

9.3 The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason or Force Majeure for a period exceeding 90 days, provided Force Majeure clause is included in the Contract.

9.4 The item offered by the Seller repeatedly fails in the inspection and / or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

9.5 The Seller is found to have made any false or fraudulent declaration or statement or utilized the services of any services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

9.6 Any special circumstances that are to be recorded to justify the termination of the Contract.

9.7 As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilize its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relive the seller of any obligation, duty or liability attributable to the Seller under the present Contract.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from a third party at any time on account of the infringement of any or all the rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend / settle such claim(s). The seller shall be responsible for completion of the supplies, including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.**

14.1 **General.**

14.1.1 If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically indicate so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

14.1.2 If a Bidder chooses to quote a price inclusive of any duty/tax, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

14.1.3 If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

14.1.4 Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

14.2 Customs Duty

14.2.1 For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (aa) Triplicate copy of the bill of entry; (ab) copy of bill of lading; (ac) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number.

14.2.2 Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

14.2.3 In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

14.3 GST

14.3.1 The rate and the nature of GST 5% applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

15. **Safety Regulations.** Detailed safety guidelines for Firms is placed at **Annexure 1** to this Work order.

16. **Labour Regulations.**

16.1 **Contract Labour (Regulation and Abolition) Act.** Contractor should obtain license under section 12 and 13 of the Contract Labour (Regulation and Abolition) Central Rules, 1972 and provisions made there under and same should be submitted along with technical bid. The license should be shown as and when demanded by the concerned authorities and officials of ND(Kar). The Contractor shall carry out his obligations and duties under the Contract Labour (Regulation and Abolition) Central Rules, 1972 and the rules framed there under. Contractor shall maintain wage register in Form 13 as per CLRA 1972. Payment to workers shall be made through bank account and a copy of bank remittance statement along with attendance register shall be forwarded to ND(Kar) on monthly basis for the duration of contract.

16.2 **Minimum Wages Act.** Contractor shall pay employee not less than minimum wages and allowances applicable to the Engineering industry as notified from time to time by the State Govt/ Central Govt under Minimum Wages Act. Contractor shall be responsible for timely payment of wages of all employees engaged in ND(Kar) not less than the prescribed minimum wages in each case and without any deductions of any kind except specified by the Government under the Payment of Wages Act.

16.3 **Employees Provident Fund Act and Scheme.** The Contractor wherever applicable shall cover all his eligible employees engaged on ND(Kar) jobs under the Employees Provident Fund Act & Scheme and Family Pension Scheme and pay the contribution in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said insurance scheme by filing requisite returns to the concerned authorities with inspection and Administrative charges as per relevant provision of the concerning Acts and Schemes made there under within 15 days from the month ending.

16.4 **Employees State Insurance Act.** Contractor should also cover all the contract labourers working on ND(Kar) jobs, under the Employees State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees and employers contributions in respect of these employees to the concerned authorities within 20 days from the month ending. Contractor should produce proof of such remittances to the contracting authority along with full details of contributions etc, as and when such details are sought. He shall also give an undertaking that he will not engage any person in ND(Kar) jobs, who is not duly covered under the said Act Scheme.

16.5 **Uniform.** All personnel including supervisors employed for the work on the premises of the Yard will wear uniform with firm's name prominently printed on the front and back side. All employees of the firm should be provided with ISI registered personnel protective clothing such as safety harness, steel toed shoes, gloves, helmet, protective eyewear and apron etc as applicable for the work being undertaken by them.

16.6 **Appointment of skilled labor.** As per the latest Government policy under IHQ Mod letter CP(SC)/1890/Policy dated 31 Mar 21, it is mandatory to appoint only certified skill workers for all Government work. Hence all supervisors should produce proof of the proficiency certificate of the workers under him, as and when such details are sought and to submit a copy of it along with the work completion certificate.

17. **Compliance with Official Secrets Act.**

17.1 The contractor firm are to abide by the general rules in force by the management of the Navy including Official Secret Act 1923.

17.2 All types of photography is prohibited. Smart phone/ devices banned inside naval base. Defaulter's gadget will be seized and necessary legal action will be initiated.

17.3 All types of sketch, plan, model, not photographs, video graphs, movement of ships/ submarines, collection or publication or communication relates to defence/ naval service with any unauthorized/ foreign personnel are considered unauthorized.

17.4 All data, documents, materials and information received or generated during the execution of contracts to be treated as confidential or restricted unless otherwise specified.

17.5 No unauthorised disclosure of information or documents related to contract shall be made to any person or entity not officially entitled to receive such information.

Special Conditions of the GeM Bid Document

The Bidder is required to give confirmation of their acceptance of Special Conditions of the GeM Bid Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Account payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's cheque, Insurance Security bonds, Bank Guarantee (BG)/Electronic BG (eBG) or Electronic EMD (e-EMD) from any of the Indian Public or private Sector Scheduled Commercial Banks or payment online in an acceptable form for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPMF-15 (Available in MoD website and can be provided on request).

2. **Limitation of Liability.** Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the procuring entity concerning IPR infringement.

3. **Growth of work.** The SoW in refits/repairs of ships/submarine is usually non deterministic and dynamic in nature with regard to resources are required for competition. The GoW a future typical of refits/repairs is dependent, inter alia, on factors such as age of ship/submarine, condition of onboard equipment/ machinery, condition of hull, role and exploitation pattern, duration between formulation of work package and actual execution of work. Which may require increase in SoW and also spares, modification and additions and alterations. Additional financial sanction upto 15% contract value (including taxes and duties) shall be catered for such GoW at AoN stage, where ever required. In case of ICG, an additional 20% of contract value (including taxes and duties) is allowed towards non-available (NA)/ additional spares required during execution of approved scope of work/unfore seen work, over and above the 15% catered for GoW. In exceptional circumstances, where GoW exceeds 15% of the contract value (including taxes and duties) the case is to be taken up with appropriate CFA through IFA for revised financial sanction and re fixation of delivery period.

4. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e- payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

4.1 100% payment on delivery and acceptance by the user.

5. **Advance Payments.** No advance payment(s) will be made.

6. **Paying Authority.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority (Accounts Office, Karwar) along with the bill: -

6.1 Ink-signed copy of contingent bill / Seller's bill.

6.2 Ink-signed copy of E-invoice / Seller's bill.

6.3 E-invoices to be generated on AO (Kar) GST No. 29BLRA16713E1DF

- 6.4 Copy of Work Order with U.O. number and date of IFA's concurrence, (where required under delegation of powers).
- 6.5 CRVs in duplicate countersigned by Manager (Material).
- 6.6 Inspection note.
- 6.7 Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST paid Receipt and Undertaking, Proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, Excise duty challan, Customs duty clearance certificate, Octroi receipt, etc as applicable.
- 6.8 Exemption certificate for Excise duty / Customs duty, if applicable.
- 6.9 Guarantee / Warranty certificate.
- 6.10 Performance Bank guarantee / Indemnity bond where applicable.
- 6.11 DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- 6.12 Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Work order).
- 6.13 Any other document / certificate that may be provided for in the Work order.
- 6.14 User Acceptance.
- 6.15 Xerox Copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

7. Fail Clause. The following fail clause will form part of the contract placed on successful Bidder:-

7.1 The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

7.2 If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Department of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

7.2.1 Exports / Deemed Exports by the Seller.

7.2.2 Sale of goods such as drugs which have expiry dates.

7.3 The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -"

8. Risk & Expense Clause.

8.1 Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

8.2 Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

8.3 In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -

8.3.1 Such default.

8.3.2 In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

8.4 Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

8.5 The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

9. Force Majeure Clause.

9.1 Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods /stores under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

9.2 In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

9.3 The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

9.4 Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

9.5 If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement / Contract for the goods / stores received.

10. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification. Such quality certification arrangements are to be as per the satisfaction of the purchaser and his Quality Assurance Organisation / AHSP.

11. **Export License.** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

12. **Earliest Acceptable Year of Manufacture.** Quality / Life certificate will need to be enclosed with the Bill.

13. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores in Seller's country or specifications enumerated as per the RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before(Year of Contract), and shall incorporate all the latest improvements and modifications thereto, and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past, if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

14. **Quality Assurance.** For all jobs undertaken for the first time, the seller would prepare quality assurance plan (QAPs) as per promulgated standards and submit the same to ND Quality control Department within 15 days of placing of work order/ signing of contract. For all other cases, job will be undertaken in strict accordance with QAPs already promulgated. All spares that need to be installed on-board shall be offered for inspection of ND (QC) and a log book of such spares duly designed by QC department rep will be maintained by the vendor. The log book shall form a part of the work completion Certificate.

Seller would be required to provide all test facilities at his premises (Within Karwar) including conveyance for acceptance and inspection by buyer. Acceptance of above mentioned conditions shall be a mandatory condition and will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

15. **Inspection Authority.** The inspection will be carried out by QC department, ND, Karwar. The mode of inspection will be Departmental inspection, items supplied will be taken on charge through joint muster of items by representatives of concerned department and Material Department (after the items had undergone Quality inspection by QC department)

16. **Franking Clause.** The following Franking clause will form part of the contract placed on successful Bidder:-

16.1 Franking Clause in the case of Acceptance of Goods "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

16.2 Franking Clause in the case of Rejection of Goods "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

17. **Claim:** The following Claims clause will form part of the contract placed on successful Bidder:-

- 17.1 The claims may be presented either:
- 17.1.1 On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or
- 17.1.2 On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

17.2 The quality claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quality claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

17.3 The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period, shall be presented at the earliest but not later than 45 days after expiry of the warranty period. The quality claims shall be submitted to the Seller as per Form DPMF 18(Available in MoD website and can be given on request).

17.4 The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

17.5 The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

17.6 Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Public or private Scheduled Commercial Bank, in favor of the Principal Controller / Controller of Defense Accounts concerned.

17.7 The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

18. **Warranty.** The following warranty will form part of the contract placed on the successful bidder: -

18.1 Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores/articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained in contract. The Seller hereby guarantees that the said services would continue to conform to the description and quality aforesaid for a period of 06 months and the said goods stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods stores/articles to the Buyer and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 06/12 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the services/ goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a period of 15 days, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the services/ goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

18.2 Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

18.3 Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the life time requirements.

18.4 Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

SAFETY GUIDELINES FOR CONTRACTORS

1. **Applicability.** These safety guidelines are applicable to Contractors performing any work within naval premises, onboard naval platforms or in any facilities belonging to the Indian Navy.
2. **General Safety Responsibilities.** The Contractor shall at his/ her own expense arrange for all safety provisions as per Factories Act 1948 with its latest amendment, State Government Rules, and any other Legislative Acts, Rules and Regulations as applicable, in respect of personnel directly or indirectly in performance of the Contractor's part of work (including sub-contracted workers). This includes provision of the following:-
 - 2.1 Appropriate PPE to all workers.
 - 2.2 Safety signages at the work site.
 - 2.3 Machinery/ equipment that is safe to use.
 - 2.4 Adequate safety training for all workers and supervisors.
 - 2.5 Medical attention for injuries/ fatalities at the work site.
3. All PPE, working material, tools, equipment, machinery and procedures are to be in conformance with recognised Indian Standards as issued by Bureau of Indian Standards (BIS).
4. The Contractor is to ensure that the workers and supervisors are adequately trained, qualified and certified for the jobs being undertaken.
5. All machinery and equipment must be serviceable and safe to use with all requisite test certificates in-date.
6. The Contractor is to formulate an overall Health, Safety and Environment (HSE) plan for the contracted work in consultation with the naval Contract Operating Authority (COA). The HSE plan is to include institutionalisation of suitable mitigating measures and precautions for prevention of any viral transmission/ such diseases at the work site and adjoining areas. Suitable HSE experts may also be consulted, if required.
7. The Contractor is to provide at least one full-time on-site dedicated Safety Officer/ Supervisor when 50-250 workers have been engaged. An additional safety supervisor is to be appointed for every 100 workers or part thereof for a particular work. If less than 50 workers are employed, any suitable supervisor of the Contractor may be nominated for additionally looking into overall safety aspects. The responsibilities of the Safety Officer/ Supervisor will include the following:-
 - 7.1 Assess the safety hazards associated with jobs in consultation with all concerned and establish safe working procedures/ protocols. A written record is to be maintained.
 - 7.2 Undertake routine and surprise inspections of work sites and identify deviations from safe working procedures, if any. Check compliance with the overall HSE plan. Document any deviations/ violations observed and bring it to notice of the concerned supervisor and management.
 - 7.3 Ensure hazard area markings and signages are properly positioned.
 - 7.4 Maintain record of all qualifications/ certifications of skilled workers.

7.5 Maintain record all serviceability tests/ certificates of systems/ equipment/ machinery at the work site and details of their preventive maintenance undertaken.

7.6 Ensure the hazard and near-miss/ incident reporting organization is functioning efficiently.

7.7 Report incidents/ accidents to the Contractor and naval authorities promptly.

7.8 Investigate 'near misses', incidents and accidents to identify the root cause and institute/ advise corrective measures to prevent recurrence.

7.9 Maintain statistical safety data for analysing safety performance of various work-groups.

7.10 Advise the management on restrictions/ limitations on work due to safety considerations.

7.11 Ensure that toolbox meetings and safety briefings/ de-briefings prior commencement and post completion of daily work/ jobs is being conducted by supervisors. Randomly attend such meetings/ briefings and ensure records are being maintained.

7.12 Attend all safety meetings of the naval COA, as required, along with the Contractor management.

7.13 Maintain daily safety records and provide these for inspection to management or naval COA, when ordered.

7.14 Ensure good house-keeping of the work site/ area.

7.15 Conduct periodic safety meetings to ensure all workers/ personnel have a common understanding and consciousness of safety.

8. **Near Miss/ Incident Reporting and Response.** Any incident, 'near miss' or accident is to be reported promptly by the Safety Supervisor to the Contractor management and the naval COA, while simultaneously commencing incident response actions. The COA would augment resources for incident response, if required. Depending on the severity of the incident, work in the concerned work-site is to be halted until incident response is completed, requisite investigation is undertaken and hazard mitigation measures put in place. For serious accidents involving loss of life/ limb, the Contractor is to undertake a detailed investigation and render a written report to the COA bringing out the causes for the accident and the mitigating action taken to prevent recurrence.

9. Contractor shall own full responsibility for any accident and injury to any worker(s) or to any person(s) or property arising due to violation of the safety norms, in addition to all the liabilities for criminal/ penal action, insurance claims, etc. arising out of an accident during the execution of the contract. He shall be liable to pay compensation/ damages arising out of such claims, indemnifying the principal employer. This will be applicable, even though financial penalty is not applied for such violations. Further, implication of financial penalties for any safety violations does not absolve the contractor from any of the responsibilities as per the General conditions of the Contract, Special conditions of Contract and Special Safety Conditions.

10. **Environmental Protection/ Waste Disposal.** During execution of work the Contractor must ensure that requisite arrangements are in place to avoid pollution of the surrounding environment by spread of fumes, dust, toxic gases/ vapours, waste discharge into water bodies,

contamination of ground water sources, etc. Sound pollution is to also be avoided by incorporation of suitable sound damping arrangements on machinery/ equipment.

11. All waste/ debris/ scrap is to be cleared by the Contractor on regular basis. The COA may stop work if non-clearance of waste is leading to unsafe/ unhygienic conditions. Disposal of waste is to be undertaken in accordance with existing environmental laws.

12. **Conduct within Naval Premises.** The Contractor is to ensure that all contracted workers/ personnel adhere to the safety/ security rules and regulations in force when within naval premises. Strict action would be taken against defaulting workers and the Contractor penalised. Some specific regulations to be adhered to in naval areas are as follows:-

12.1 Photo/ videography of any kind is not permitted.

12.2 Smartphones are not permitted in sensitive areas as indicated by the COA. The Contractor is to make a suitable facility for workers to deposit their smartphones on entry to the premises.

12.3 Only the designated gates/ entry points are to be used for entry and exit to the premises.

12.4 Workers are not to wander outside the designated work sites.

12.5 Smoking, consumption of alcohol, intoxicating medicines, narcotics, tobacco products etc, are not permitted within naval premises. Designated smoking zones may be established by the unit, on request, if feasible.

12.6 Any work carried out in the naval premises must be covered by a valid work permit / clearance certificate issued by the concerned department of the COA.

12.7 All material entering/ exiting the naval premises will be subjected to security checks.

13. **Financial Penalties for Safety Violations.** Safety violations within naval premises will invite financial penalties on the Contractor by the COA. These penalties will be deducted from the running/ final bill or settlement. The penalty can be recommended by the concerned department of the COA where the work is taking place, or by the safety officer/ supervisor of the COA. The following penalties may be applied by the COA depending on the severity of the violation:-

Ser	Severity of Safety Violation	Amount (Rs)
1	Minor violation of specified safety regulations (eg. electrical hygiene, road safety, non-usage of PPE, etc)	500/- to 2,000/-
2	Major violation of specified safety regulations (eg. load test of lifting appliance not in-date, safety supervisor absent from work site, unqualified person operating machinery, etc)	5,000/- to 10,000/-
3	Safety violations resulting in damage to naval property or injury to naval personnel/ dependents Cost of damage/ medical treatment	as per actuals

14. The above penalties do not absolve the Contractor for further civil action/ lawsuits, foreclosure of the contract and/ or imposition of tender holiday/ de-registration by the COA, for violations of serious nature.

15. **Pre-Work Safety Preparation.** Prior to commencement of work, the Contractor is to ensure the following:-

- 15.1 Adequate number of workers/ personnel have been allocated for the work.
- 15.2 The workers have been properly briefed and equipped with appropriate PPE and tools/ accessories.
- 15.3 All equipment/ machinery have been inspected and verified safe for use. Requisite safety devices are operational and functioning.
- 15.4 All emergency/ incident/ accident response arrangements are in place.
- 15.5 Requisite clearances from the COA are available for commencing the work.

16. **Safety during Execution of Work.** During execution of work, the Contractor must ensure proper monitoring of all areas of the work-site and proactively address any identified hazards (dynamic risk assessment). Supervisors must be empowered to stop work until observed hazards have been mitigated. Performance parameters of operating machinery must be constantly evaluated for determining any signs of stress or impending failure which could lead to an accident.

17. **Post-Work Safety Securing.** On completion of work, the Contractor must ensure that workers/ personnel are de-briefed, during which any unforeseen issues/ hazards which emerged during the execution of work, may be discussed. Specific safety aspects/ preparations for the next day's plan/ scope of work may also be discussed. All equipment/ machinery is to be de-energised and inspected for any requirement of maintenance or repair. All items/ equipment are to be returned to their respective locations and housekeeping activities undertaken.

18. **Road Safety in Naval Premises.**

18.1 The Contractor is to obtain prior permission to operate vehicles inside the naval premises by submitting requisite vehicle registration certificates and driving licenses of the designated drivers.

18.2 The vehicles are to be in compliance with all relevant provisions of the Motor Vehicles Act 1988 and Motor Vehicles (Amendment) Act 2019.

18.3 All traffic regulations in the naval premises are to be complied with by the motor vehicles used for execution of contract inside the naval premises. In addition, the following points are also outlined for compliance:-

- 18.3.1 Speed limit within the naval premises is to be followed.
- 18.3.2 Vehicles are to be parked only in designated areas.
- 18.3.3 Vehicles driven inside the premises should be safe for use and have effective brakes, horns, lights, good tyres, etc.
- 18.3.4 Vehicles shall carry only the number of passengers or weight of load as authorised by law. Loads carried in trucks shall be properly secured to prevent accidentally falling off. Loose material in open trucks/ tippers is to be covered to prevent material flying off.

18.3.5 Drivers of heavy motor vehicle should check for vehicle's overhead/ sideways clearance whilst driving in confined areas within naval premises.

19. **Work Site Safety.** Contractors will be responsible for safety at their respective work-sites. An indicative list of guidelines for specific aspects of work-site safety are as follows:-

19.1 **Pedestrian Safety.**

19.1.1 Every work-site is to have a proper traffic management plan to minimise interaction between pedestrians and vehicles/ mobile equipment.

19.1.2 Areas designated for pedestrian movement and vehicular movement are to be clearly demarcated. The following zones are to be created based on risk assessments:-

19.1.2.1 **A-Type Areas.** No walk zones, where no pedestrian is permitted.

19.1.2.2 **B-Type Areas.** Areas where specifically trained personnel in appropriate PPE are authorised to walk.

19.1.2.3 **C-Type Areas.** Areas where unrestricted walking access is permitted to authorised personnel.

19.1.3 Pedestrian areas are to be designed to minimise risks to pedestrians. The walkways are to be unobstructed, well-marked, well-surfaced and well-lit.

19.1.4 Floor openings larger than 12 inches are to have a secured cover, and a suitable guardrail around when kept open.

19.1.5 For work being undertaken on high structures, adequate screens/ safety nets are to be provided to prevent debris/ material/ tools falling on personnel/ pedestrians below.

19.2 **Mobile Equipment Safety.** Mobile equipment includes all wheeled and tracked vehicles and Material Handling Equipment (MHE) such as forklifts, cranes, etc. The following is to be ensured while operating mobile equipment at the work-site:-

19.2.1 All mobile equipment are to be serviceable, load tested and certified for safe use. Regular checks/ preventive maintenance of the equipment is to be undertaken, especially of critical safety devices, to maintain the equipment safe for use.

19.2.2 Equipment is not to be used if 'no-go' items such as brakes, anti-collision devices, emergency stops, etc are not working.

19.2.3 Mobile equipment are to be handled only by qualified and experienced personnel.

19.2.4 Personnel operating mobile equipment are to don appropriate PPE. Operator fatigue must be borne in mind by the supervisors.

19.2.5 Loads are to be stable and secured before commencing movement of the equipment.

19.2.6 Operating limits/ zones for mobile equipment are to be clearly marked/ indicated. Mobile equipment are to remain within these limits/ zones and adhere to stipulated safety/ traffic regulations.

19.3 Safe Handling of Loads.

19.3.1 Safe operating procedures for lifting/ handling different size/ shape loads must be promulgated and concerned personnel must be aware of these.

19.3.2 Loads must not be lifted over personnel or vehicles.

19.3.3 The load must not exceed SWL of the lifting appliance/ equipment.

19.3.4 Supervising personnel must position themselves in a position to be clearly visible to the equipment operator and effective communication/ signaling is to be employed.

19.3.5 All lifting gear is to be thoroughly checked before and after use.

19.3.6 Path for equipment moving the load is to be clear of obstruction.

19.3.7 Load being lifted must be correctly secured/ slung and balanced.

19.4 Safety while Working at Heights.

19.4.1 Fall protection/ prevention measures must be instituted for any location where personnel are working near an unprotected edge which exposes them to a fall more than 2 metres.

19.4.2 Appropriate fall protection methods/ equipment such as anchor points, harnesses, securing lanyards, etc are to be provisioned for personnel working at heights. "Three point contact" is to be ensured at all times.

19.4.3 Fall prevention measures such as safety cages, scaffolding, elevated work platforms, fencing and guardrails must be provided wherever possible.

19.4.4 Scaffolding shall be of good material and sound construction as per the standards. The scaffolding shall be checked thoroughly by the safety supervisor before use.

19.4.5 Personnel working at heights must work in 'buddy' system.

19.5 Fire Safety.

19.5.1 Constant risk assessment is required to be undertaken to ensure that the work place is clear of fire hazards.

19.5.2 Adequate portable/ first-aid fire-fighting appliances are to be available at the work site appropriate for the nature of inflammable/ combustible material in use or being stored.

19.5.3 Personnel are to be trained for use of first aid fire-fighting equipment until arrival of fire-fighters.

19.5.4 Mass evacuation procedures for major fires are to be put in place and exercised regularly.

19.5.5 Hot Work Precautions.

19.5.5.1 Gas cutting torches shall be fitted with approved flash back arrestor at both ends.

19.5.5.2 Two stage regulators with two gauges only must be used.

19.5.5.3 Oxygen gas and other gas hoses should be without any joint. In the event of joint becoming essential, only approved connector must be used.

19.5.5.4 Oxygen must never be used as a substitute for compressed air nor must it be released in a confined space for any reason.

19.5.5.5 Oil or grease must not be allowed to come in contact with oxygen cylinders, regulators or hose.

19.5.5.6 Acetylene/ cutting gas and oxygen cylinders must not be taken onboard vessels or tanks under any circumstances, neither should acetylene / cutting gas torches connected with cylinders be left onboard any vessel. Torches must always be taken outside the vessel when not in use.

19.5.5.7 Torches/ hoses when disconnected from the cylinder can be permitted for stowage onboard in open area to avoid removal/ relaying.

19.6 Safety when Working in or around Water Bodies.

19.6.1 All areas next to water are to have suitable fencing/ barriers with adequate safety margin from the edge to prevent personnel or equipment from falling into the water.

19.6.2 In case personnel are to work close to the water's edge, they must don suitable flotation gear/ life jackets, and must work under supervision or in 'buddy system'. Alternatively, safety nets may be placed below the working area/ location of personnel.

19.6.3 The water's edge must have good lighting/ illumination to be clearly visible.

19.6.4 Areas where berthing operations of ships/ vessels are undertaken are to be clearly demarcated to prevent unauthorised workers/ personnel from entering.

19.6.5 Lifebuoys with lines are to be readily available for recovery of personnel falling into water.

19.6.6 For work being performed on the water, boats/ ships/ floating platform (vessels) being used should be seaworthy. Requisite seaworthiness certification from an authorised agency must be held.

19.6.7 Vessels must not be overloaded beyond capacity. Loads onboard must be balanced to maintain stability.

19.6.8 All personnel onboard must be in possession of life-jackets.

19.6.9 The vessels must have guardrails to protect personnel from falling overboard.

19.6.10 Vessels are to be properly secured/ moored when not underway.

19.6.11 Onboard work is to cease during rough weather and the vessels secured adequately.

19.6.12 Regular checks of water-tight integrity of the vessels is required to be undertaken by competent personnel.

19.6.13 While underway, the vessels are to be handled by competent personnel with due regard to IRPCS and SOLAS regulations.

19.6.14 Only qualified and certified personnel and equipment are to be employed for underwater operations. The contract operating authority may verify the certifications prior commencement of work.

19.6.15 Standard procedures for conduct of underwater operations are to be adhered to as laid down in International Marine Contractors Association (IMCA) International Code for Practice of Offshore Diving IMCA D014.

19.7 Safety while Working with Compressed Gas.

19.7.1 Compressed gas cylinders shall be kept in upright position (both full & empty). They must be firmly located on the ground on a sturdy stand and the cylinder should be chained to prevent accidental fall.

19.7.2 Filled and empty cylinders should be stacked separately. They shall meet the requirements under the Gas Cylinder Rules 2004. Valid test certificate for compressed gas cylinders shall be made available at site for verification by authorised person.

19.7.3 Compressed gas cylinders must never be stored or placed near hot equipment or lines. They must be protected against high temperatures and contact with electrical circuits. They must also be protected from damage by passing or falling objects. When cylinders are not connected for use, safety caps must be in place.

19.7.4 Compressed gas cylinders must never be dropped or struck or permitted to strike each other violently. Damage to the cylinder or its valves could result in disastrous jet propulsion of the cylinders and may result in major accidents / fatalities. Compressed gas must be transported with the help of trolleys only.

19.8 Safe Handling of Hazardous Substances.

19.8.1 Hazardous substances must be handled by qualified personnel only.

19.8.2 Appropriate equipment must be used for handling/ moving hazardous substances.

19.8.3 Areas where hazardous substances are stowed or are being handled must be clear of all personnel not involved with the operation. Suitable hazard area markings are to be placed.

19.8.4 All personnel handling such substances must don the correct PPE capable of withstanding the corrosive/ chemical effects of the substance.

19.8.5 Protocols/ procedures for handling leaks of hazardous substances must be in place and exercised regularly.

19.9 Engineering Safety. This includes safety while operating electrical, mechanical, hydraulic, pneumatic, chemical, gravitational, thermal and radiation equipment/ systems. Some general guidelines for Engineering Safety are:-

19.9.1 All machinery/ equipment must have protective guards, especially around moving parts.

19.9.2 All systems must have clear operating instructions and must be operated only by qualified personnel donning the appropriate PPE. Personal operating machinery with moving parts must not wear loose fitting clothes.

19.9.3 All safety devices/ cut-outs of the equipment/ machinery should be functional to prevent inadvertent operation of the equipment.

19.9.4 Machinery/ equipment are not to be overloaded beyond their capacity.

19.9.5 Regular preventive and condition based maintenance is to be undertaken on systems/ equipment.

19.9.6 All equipment is to be thoroughly inspected before and after use.

19.9.7 No work is to be undertaken on a system when it is 'live'.

19.9.8 All potential energy sources must be identified, isolated and energy released.

19.9.9 'Tag system' must be utilised for safe operation of electro-mechanical systems/ equipment.

19.9.10 Electrical works must comply with the Central Electricity Authority (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011, Indian Electricity Act 2003 and Central Electricity Authority (Measures to Safety and Electrical Supply) Regulations, 2010.

19.9.11 No electrical installation works shall be carried out except by an electrical Contractor licensed by the State Government and under the direct supervision of a person holding a certificate of competency recognised by the State Government.

19.9.12 Domestic type power boards, double adaptors, 3 pin plug adapters and homemade power boards must not be used. All distribution boards and plug tops shall be of industrial type.

19.9.13 All electrical DBs and switchboards shall be identifiable with Contractor's name displayed on it.

19.9.14 All electrical equipment/ tools being used are to be properly grounded/ earthed.

19.10 Safety while Working in Enclosed/ Confined Spaces.

19.10.1 Enclosed/ confined spaces are to be properly ventilated before commencement of any work.

19.10.2 Multi-gas analysers are to be utilised to confirm the absence of hazardous gases before personnel enter any confined space.

19.10.3 A diagrammatic layout of the enclosed/ confined space is to be available outside and is to be briefed to personnel entering.

19.10.4 The space is to be adequately illuminated.

19.10.5 Personnel entering the space are to work in buddy pairs and be in constant communication with a supervisor outside.

19.10.6 Adequate specialised PPE such as respirators/ breathing apparatus is to be available for use as required or in emergency.

19.11 Safety in Explosion Hazard Areas. Fire hazard is a primary concern in explosion hazard areas. Towards this the following are to be adhered to:-

19.11.1 The explosion hazard area is to be classified based on the type of stability and form of the explosive material and is to be clearly demarcated.

19.11.2 All possible ignition sources within the area are to be identified and eliminated.

19.11.3 All personnel working in the explosion hazard area are to wear anti-static clothing and PPE. Static discharge rods/ pipes are to be provided at entry points to the area.

19.11.4 All lighting is to be hermetically enclosed/ sealed or non-arcing type lighting.

19.11.5 All electrical equipment in the area is to conform with IS 5571 (2009) : Guide for Selection and Installation of Electrical Equipment in Hazardous Areas

19.12 Good Housekeeping. Safety of operations depends largely on good house-keeping of the work areas. Towards this the following is to be ensured:-

19.12.1 The layout of the work-site/ work area is to be functional and efficient and conducive to facilitate order and cleanliness.

19.12.2 All movements areas (aisles, passageways, transport areas and exits must be clear of obstacles).

19.12.3 Special areas must be set aside for storage of materials, equipment/ machinery, tools, accessories.

19.12.4 Designated waste/ scrap/ debris collection areas are to be set up with ease of access to vehicles for clearing these.

19.12.5 Racks are to be set up for hand tools/ implements above work tables.

19.12.6 Floor covering materials as required for surface protection and cleaning are to be placed.

- 19.12.7 Suitable screens for limiting spread of dust/ soot/ hazardous fumes/ water must be positioned.
- 19.12.8 Drainage channels for waste water are to be created.
- 19.12.9 Special groups of personnel are to be nominated for day-to-day/ periodic cleaning, maintenance and repair of facilities.
- 19.12.10 Every worker is to be made responsible for cleaning his/ her own work place.
- 19.12.11 Supervisors are to be responsible for ensuring good house-keeping.
- 19.13 **Advisory on Contractor Safety Audit and Management in MES Works**
 - 19.13.1 Annexure 'B' of IAFW 2246, clauses 1 to 15 specific various aspects, tools & plants, harness to be worn by employees during construction work site. These should be implemented in true letter & spirit and ensured on ground by site supervisors and JEs.
 - 19.13.2 Only contractors with demonstrated safety performance should be considered for award of contract. A stringent EHs measures should form a part of PRE-Bid qualification criteria.
 - 19.13.3 Ground executives and user reps to carryout regular and surprise checks at site to ensure that all employees adhere to safety norms.
 - 19.13.4 It shall be ensured that no Labourer is working alone in dangerous places/ high rise site without proper helmet harness and other safety eqpt.
 - 19.13.5 Adequate light/ lighting arrangements must be made available at working site.
 - 19.13.6 The construction site must be cleaned daily and remain clutter free to prevent tripping.
 - 19.13.7 Safety harness be made compulsory working above ground floor.
 - 19.13.8 Use of proper safety sign on construction site and workers should be familiar with site safety tips.
 - 19.13.9 Labourer to work in group or at least in buddy pairs.
 - 19.13.10 Centralised practice/ demo of all laborers on adherence to safety precautions be carried out once a month.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.

5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and

[Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---