

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	25-09-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	26-09-2026 17:00:00
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: dml.nsrykar@navy.gov.in
वस्तु श्रेणी / Item Category	Customized AMC/CMC for Pre-owned Products - COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR VISION MASTER RADAR (VMR) ONBOARD IN SHIPS AT ND KARWAR FOR A PERIOD OF THREE YEARS; NORTHROP GRUMMAN SPERY MARINE BV UNITED KINGDOM; Comprehensive Maint..
अनुबंध अवधि / Contract Period	3 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), OEM Authorization Certificate *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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details	
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	H1-Highest Priced Bid Elimination
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)	40388976
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	1211669

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).	50

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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 :

Admiral Superintendent of Dockyard - Naval Dockyard Karwar
NAVAL DOCKYARD, NAVAL BASE, KARWAR - 581308, KARNATAKA
(The Admiral Superintendent Of Dockyard)

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
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. 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 100% (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.

2. 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1787232775.pdf](#)

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:[1785758918.pdf](#)

Product/Equipment Details:[1787232856.pdf](#)

Customized AMC/CMC For Pre-owned Products - COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR VISION MASTER RADAR (VMR) ONBOARD IN SHIPS AT ND KARWAR FOR A PERIOD OF THREE YEARS; NORTHROP GRUMMAN SPERY MARINE BV UNITED KINGDOM; Comprehensive Maint.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Product category	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR VISION MASTER RADAR (VMR) ONBOARD IN SHIPS AT ND KARWAR FOR A PERIOD OF THREE YEARS
Product Brand	NORTHROP GRUMMAN SPERY MARINE BV UNITED KINGDOM
Type of service	Comprehensive Maintenance Contract (CMC)
Preventive Maintenance Frequency	Quarterly
Manpower Required	No
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.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****UTTARA KANNADA	1	Number of months within the contract period for which service is required : 18

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 THE GEM BID DOCUMENT

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. 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 every quarter as per the following terms, on production of the requisite documents in following stages:

Quarter	Stage Description	Stage Payment Percentage
One	Completion of 1 st Preventive Maintenance Service and achieving 100% operational availability and rectification of defects of contracted scope and submission of work completion certificate	25% of the Contract Value
Two	Completion of 2 nd Preventive Maintenance Service and achieving 100% operational availability and rectification of defects of contracted scope and submission of work completion certificate	25% of the Contract Value
Three	Completion of 3 rd Preventive Maintenance Service and achieving 100% operational availability and rectification of defects of contracted scope and submission of work completion certificate	25% of the Contract Value

Four	Completion of 4 th Preventive Maintenance Service and achieving 100% operational availability and rectification of defects of contracted scope and submission of work completion certificate	25% of the Contract Value
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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. **Advance Payments.** No advance payment(s) will be made.

4. **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: -

- (4.1) Ink-signed copy of contingent bill / Seller's bill.
- (4.2) Ink-signed copy of Commercial invoice / Seller's bill / e-invoice.
- (4.3) E-Invoices to be generated on AO(Kar) GST No. 29BLRA16713E1DF.
- (4.4) Copy of Contract with U.O. number and date of IFA's concurrence, (where required under delegation of powers).
- (4.5) ~~CRVs in duplicate countersigned by Manager (Material).~~
- (4.6) Inspection note.
- (4.7) 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.
- (4.8) Exemption certificate for Excise duty / Customs duty, if applicable.
- (4.9) ~~Bank guarantee for advance, if any.~~
- (4.10) Guarantee / Warranty certificate.
- (4.11) Performance Bank guarantee / Indemnity bond where applicable.
- (4.12) 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.
- (4.13) 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 contract).
- (4.14) Any other document / certificate that may be provided for in the supply order / contract.
- (4.15) User Acceptance.
- (4.16) 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 GeM Bid Document)

5. **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 for in Seller's country or specifications enumerated as per GeM Bid Document 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

g with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

6. Quality Assurance.

(6.1) 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 signed by QC department rep will be maintained by the vendor. The log book shall form a part of the Work Completion Certificate.

(6.2) 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.

7. Inspection Authority. The inspection will be carried out by QC department, ND, Karwar. The mode of inspection will be department inspection. Items supplied will be taken on charge through joint muster of item by representative of concerned department and material department (after the items had undergone Quality Inspection by QC department)

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

(8.1) 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 ___ 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.

(8.2) 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.

(8.3) 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.

(8.4) 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.

9. **Applicable GST Rates.** All bidders are required to verify the applicable GST rates for the services and spares they intend to supply. Bidders must quote their prices inclusive of the applicable GST rates as specified below: -

(9.1) **Services and Spares** for onboard **Indian Naval Ship / Submarine**: GST applicable at the rate of **5%**.

(9.2) **Services and Spares** for **Yard Premises**: GST applicable at the rate of **18%**.

10. **Performance Guarantee.** The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) 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 DPM-15 (Available in MoD website and can be provided on request).

11. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of 3% along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or in MOD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

12. **Official Secret Acts In Contractual Agreement.**

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

(12.2) 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.

(12.3) All types of sketch, information, plan, model, note, photographs, video graphs, movement of ships/ submarines, collection or publication or communication related to defence/ naval service with any unauthorized/ foreign personnel are considered unauthorized.

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

(12.5) No unauthorized disclosure of information or documents related to contracts shall be made to any person or entity not officially entitled to receive such information.

13. **Minimum Qualification Requirement.**

(13.1) **OEM Authorization Certificate.** The bidder shall be either the Original Equipment Manufacturer (OEM) or Vision Master Radar (VMR) or an OEM authorized service provider. In case the bidder is not OEM, the bidder shall submit a valid and current OEM Authorisation Certificate issued by the OEM M/s Northrop Grumman Sperry Marine B.V. United Kingdom specifically authorizing the bidder to undertake comprehensive Annual Maintenance Contract (CAMC) of Vision Master Radar systems onboard IN ships. The Authorisation shall clearly indicate the name of the bidder, the scope covering maintenance / repair/ CAMC support of VMR systems and its validity for the entire duration of the contract or with a commitment for renewal. The certificate shall be issued on the OEM's letterhead duly signed and stamped and shall be subject to verification. Offers received without valid OEM authorization wherever applicable will be rejected during technical evaluation.

14. The Bidder is required to give confirmation of their acceptance of the standard conditions of the ATC. Failure to do so may result in rejection of the bid submitted by the Bidder.

15. Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the bid document, ATC and corrigendum if any.

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. R

andomly 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)
(13.1)	Minor violation of specified safety regulations (e.g, electrical hygiene, road safety, non-usage of PPE, etc)	500/- to 2,000/-
(13.2)	Major violation of specified safety regulations (e.g, load test of lifting appliance not in-date, safety supervisor absent from work site, unqualified person operating machinery, etc)	5,000/- to 10,000/-
(13.3)	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, forfeiture 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. Req

uisite 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-energized 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

o 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.

(19.6) Hot Work Precautions.

(19.6.1) Gas cutting torches shall be fitted with approved flash back arrestor at both ends.

(19.6.2) Two stage regulators with two gauges only must be used.

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

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

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

(19.6.6) 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.

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

(19.7) Safety when Working in or around Water Bodies .

(19.7.1) 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.

(19.7.2) In case personnel are to work close to the water's edge, they must don suitable floatation 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.

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

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

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

(19.7.6) 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.

(19.7.7) Vessels must not be overloaded beyond capacity. Loads onboard must be balanced to maintain stability.

(19.7.8) All personnel onboard must be in possession of life-jackets.

(19.7.9) The vessels must have guardrails to protect personnel from falling overboard.

(19.7.10) Vessels are to be properly secured/ moored when not underway .

(19.7.11) Onboard work is to cease during rough weather and the vessels secured adequately.

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

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

(19.7.14) 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.

(19.7.15) 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.

(19.8) Safety while Working with Compressed Gas.

(19.8.1) 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.

(19.8.2) 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.

(19.8.3) 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.

(19.8.4) 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.

(19.9) **Safe Handling of Hazardous Substances .**

(19.9.1) Hazardous substances must be handled by qualified personnel only.

(19.9.2) Appropriate equipment must be used for handling/ moving hazardous substances.

(19.9.3) 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.

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

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

(19.20) **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:-

(19.20.1) All machinery/ equipment must have protective guards, especially around moving parts.

(19.20.2) 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.

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

(19.20.4) Machinery/ equipment are not to be overloaded beyond their capacity.

(19.20.5) Regular preventive and condition based maintenance is to be undertaken on systems/ equipment.

(19.20.6) All equipment is to be thoroughly inspected before and after use.

(19.20.7) No work is to be undertaken on a system when it is 'live'.

(19.20.8) All potential energy sources must be identified, isolated and energy released.

(19.20.9) 'Tag system' must be utilised for safe operation of electro-mec

hanical systems/ equipment.

(19.20.10) 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.

(19.20.11) 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.

(19.20.12) 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.

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

(19.20.14) All electrical equipment/ tools being used are to be properly grounded/ earthed.

(19.21) Safety while Working in Enclosed/ Confined Spaces.

(19.21.1) Enclosed/ confined spaces are to be properly ventilated before commencement of any work.

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

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

(19.21.4) The space is to be adequately illuminated.

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

(19.21.6) Adequate specialised PPE such as respirators/ breathing apparatus is to be available for use as required or in emergency

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

(19.22.1) 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.

(19.22.2) All possible ignition sources within the area are to be identified and eliminated.

(19.22.3) 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.

(19.22.4) All lighting is to be hermetically enclosed/ sealed or non-arcing type lighting.

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

(19.23) Good Housekeeping. Safety of operations depends largely on good housekeeping of the work areas. Towards this the following is to be ensured:-

- (19.23.1) The layout of the work-site/ work area is to be functional and efficient and conducive to facilitate order and cleanliness.
- (19.23.2) All movements areas (aisles, passageways, transport areas and exits must be clear of obstacles).
- (19.23.3) Special areas must be set aside for storage of materials, equipment/ machinery, tools, accessories.
- (19.23.4) Designated waste/ scrap/ debris collection areas are to be set up with ease of access to vehicles for clearing these.
- (19.23.5) Racks are to be set up for hand tools/ implements above work tables.
- (19.23.6) Floor covering materials as required for surface protection and cleaning are to be placed.
- (19.23.7) Suitable screens for limiting spread of dust/ soot/ hazardous fumes/ water must be positioned.
- (19.23.8) Drainage channels for waste water are to be created.
- (19.23.9) Special groups of personnel are to be nominated for day-to-day / periodic cleaning, maintenance and repair of facilities.
- (19.23.10) Every worker is to be made responsible for cleaning his/ her own work place.
- (19.23.11) Supervisors are to be responsible for ensuring good house-keeping.

(19.24) Additional Safety Measures as per latest Safety Guidelines.

- (19.24.1) Harness to be worn by employees during construction work site.
- (19.24.2) Only contractors with demonstrated safety performance will be considered for award of contract.
- (19.24.3) It shall be ensured that no Labourer is working alone in dangerous places/high risk site without proper helmet ,harness and other safety equipment.
- (19.24.4) Adequate light/ lighting arrangements must be made available at working site.
- (19.24.5) The working site must be cleaned daily and remain clutter free to prevent tripping.
- (19.24.6) Safety harness be made compulsory when working at heights on board ships.
- (19.24.7) Use of proper safety sign boards on MCCBs/breakers and workers should be familiar with safety tips.
- (19.24.8) Workers to work in group or at least in buddy pairs.
- (19.24.9) Centralised practice/demo of all workers 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---