

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-03-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-03-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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	*****
वस्तु श्रेणी /Item Category	Short Term Cab & Taxi Hiring Services - Premium SUV; Local; 250 Kms X 15 Hrs , Short Term Cab & Taxi Hiring Services - SUV; Local; 250 Kms X 15 Hrs , Short Term Cab & Taxi Hiring Services - Sedan; Local; 250 Kms X 15 Hrs , Bus Hiring Service - Short Term - Local; 9-12; AC Deluxe (Urbania); 250
अनुबंध अवधि /Contract Period	3 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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 मेनू 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	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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 बिड मूल्य / Estimated Bid Value	1058513
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**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).	3

(a).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.

**लाभार्थी /Beneficiary :**

The Admiral Superintendent  
NSRY Karwar, Department of Military Affairs, Indian Navy, Ministry of Defence  
(The Admiral Superintendent)

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 को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. 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.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. 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.
5. 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.
6. 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.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the

bid in respect of the offered service. 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. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. 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.

9. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

### Short Term Cab & Taxi Hiring Services - Premium SUV; Local; 250 Kms X 15 Hrs ( 17 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Premium SUV
Type of car (Please select at least 3 options)	Toyota Innova Crysta
Type of Service	Local
Usage Variant	250 Kms X 15 Hrs
Year of Vehicle Model	2023 , 2024 , 2025 , 2022
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Type of Trip (One-way/Return)	One-Way

#### 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

परिषीती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****UTTARA KANNADA	17	<ul style="list-style-type: none"> <li>Duration in Days within contract period for which service is required : 3</li> </ul>

**Short Term Cab & Taxi Hiring Services - SUV; Local; 250 Kms X 15 Hrs ( 5 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	SUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga
Type of Service	Local
Usage Variant	250 Kms X 15 Hrs
Year of Vehicle Model	2023 , 2024 , 2025 , 2022
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Type of Trip (One-way/Return)	One-Way

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

परिषीती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****UTTARA KANNADA	5	<ul style="list-style-type: none"> <li>Duration in Days within contract period for which service is required : 3</li> </ul>

### Short Term Cab & Taxi Hiring Services - Sedan; Local; 250 Kms X 15 Hrs ( 13 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Dzire , Toyota Etios
Type of Service	Local
Usage Variant	250 Kms X 15 Hrs
Year of Vehicle Model	2023 , 2024 , 2025 , 2022
Km Travelled	Upto 50,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol
<b>एडऑन /Addon(s)</b>	
<b>अतिरिक्त विवरण /Additional Details</b>	
Type of Trip (One-way/Return)	One-Way

#### 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

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****UTTARA KANNADA	13	<ul style="list-style-type: none"> <li>Duration in Days within contract period for which service is required : 3</li> </ul>

### Bus Hiring Service - Short Term - Local; 9-12; AC Deluxe (Urbania); 250 ( 4 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Type of Service	Local
Vehicle Seating Capacity	9-12
Comfort Category	AC Deluxe (Urbania)
Per Day KM(s) Usage	250
Per Day Hr(s) Usage	15
Fuel Type	Diesel
Year of Vehicle Model	2024
Bio-Toilet Required	No
Freezer System Required in bus	Not Required
<b>एडऑन /Addon(s)</b>	

#### 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

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Buses Required	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Buses Required	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****UTTARA KANNADA	4	<ul style="list-style-type: none"> <li>Number of Days during Contract Period for which service is required : 2</li> </ul>

## 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

1.

Limitaion of liability.

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the procuring entity, wheather 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.

2.

MQR for Technically Qualifying of Firm.

MQR for the extant case is as follows:-

2.1

Minimum Average Annual Turnover.

Firm should have minimum average financial turnover of 3 lakhs in last three years ending 31 Mar 25. In addition, firm is to submit annual turnover details of last three financial year ending 31 Mar 25.

2.2

Past Experience.

Past experience for 07 financial years as per the criteria below:-

Ser

Minimum of contracts

Minimum value of contracts

1.

03 contracts

Rs. 4,23,405/- each alongwith WCC

2.

or 02 contracts

Rs. 5,29,257/- each alongwith WCC

3.

or 01 contract

Rs. 8,46,810/- alongwith WCC

2.3 Certificate issued by the state transport department- Certificate (Requested in ATC). Certificate of registration (form-2 as per rule 5(1)) issued by the state transport department to be uploaded alongwith T-Bid document.

Note: MQR mentioned at Sl 2.1 and 2.2 above is exempted to the MSME & startup firms subject to registered in MSME for similar services/ product.

### 2. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

1. Hired vehicles need basis for transportation of officers to attend official meeting. Scope of works area as follows:-

1.1 Provide well maintained vehicles with drivers for official use.

1.2 Ensure vehicles are available as per schedule and reporting time communicated.

1.3 Ensure timely pick-up and drop from designated locations (office/residence/ airport/railway station /meeting venue or any other location as per directives).

1.4 Maintain professional conduct and proper uniform and carry valid ID proof at all times.

1.5 Availability during early morning / late night hours if required.

1.6 Emergency requirements to be attended on short notice.

2. Security Clearance. The firm is to arrange police verification of all manpower/drivers deployed under the contract. Adequate clearance/police verification is to be taken for additional personnel, to allow for substitution in case of absence. Details of personnel deployed and additional personnel catered shall be submitted to Yard at the start of contract date.

3.

Required Specifications.

Ser. Description of item

Deno. Qty.

1

Hiring Charges for Premium SUV (Innova/Crysta Equivalent)

For 250 Kms/ 15 Hrs

17 vehicles for 03 days, Nos 51

2

Hiring Charges for SUV (Ertiga Equivalent)

For 250 Kms/ 15 Hrs

05 vehicles for 03 days, Nos 15

3

Hiring Charges for Car Sedan (Swift Dzire, Etios Equivalent)

For 250 Kms/ 15 Hrs

13 vehicles for 03 days, Nos 39

4

Hiring Charges for Bus 12 Seater AC Deluxe (Urbania)

For 250 Kms/ 15 Hrs

04 vehicles for 02 days, Nos 08

**3. Buyer Added Bid Specific SLA**

Text Clause(s)

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 Con

tract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

The arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4.

Non-disclosure of Contracts 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.

5.

Liquidated Damages. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this

contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER

may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to

the

maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

6.

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 / Email or addressed to the last known address of the

party to whom it is sent.

7.

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.

8.

Termination of the Work order.

or in full in any of the following cases:-

The Buyer shall have the right to terminate this Contract in part

8.1

The Seller is declared bankrupt or becomes insolvent.

8.2

The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.

8.3

The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc

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8.4

As per decision of the Arbitration Tribunal.

8.5

By any one Buyer / Seller by giving an advance notice for two months.

9.

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.

10.

Acceptance of Tenders.

The Admiral Superintendent of Yard NSRY (Kar) reserves right to accept or reject any or all tenders without assigning any reason whatsoever.

11.

GST, Taxes and Duties.

GST @ 18% applicable.12.

Performance Guarantee.

The Bidder will be required to furnish a Performance Guarantee by way

of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business in favour of The Admiral Superintendent, NSRY (Karwar) for a sum equal to 05% 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 end of contract.

13.

Payment terms for Indigenous Sellers.

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:

The payment will be made as mentioned as follows:- Stage

Stage I

14.

Activity Definition

Payment will be made on one time on completion services and obtaining work completion certificate from the user department

Advance Payments.

Payment

100% of work order amount

No Advance payment(s) will be made.

15.

Paying Authority. Area Accounts Office (Navy), c/o INHS Patanjali, Naval Base, Karwar 581308,

Karnataka. The payment of bills will be made on submission of the following documents by the Seller to the

Paying Authority along with the [bill:-](#)

15.1

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

15.2

Ink-signed copy of E-invoice/ Commercial invoice.

15.3

E invoice to be generated on AO(Kar) GST no 29BLRA16713E1DF.

15.4

Copy of Contract with U.O. number and date of IFA's concurrence,(where required under delegation of powers).

15.5

CRVs in duplicate countersigned by Manager(Material).

15.6

Inspection note.

15.7

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.

15.8

Exemption certificate for Excise duty / Customs duty, if applicable.

15.9

Bank guarantee for advance, if any.

15.10 Guarantee / Warranty certificate.

15.11 Performance Bank guarantee / Indemnity bond where applicable.

15.12 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.

15.13 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).

15.14 Any other document / certificate that may be provided for in the supply order / contract.

15.15 User Acceptance.

15.16 Xerox copy of PBG.

16.

Fall Clause.

The following Fall clause will form part of the contract placed on successful bidder:-

16.1

The price charged for the stores supplied under the Work order 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 work Orders placed during the currency of the rate Work order is completed.

16.2

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 purchaser or any Dept, 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 Work order, 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 Work order 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:-

16.2.1 Exports by the Seller.  
16.2.2 Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

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

16.2.4 Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Work orders as also under any previous Work orders entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

16.3

The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Work order - "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 Work order 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 work orders placed during the currency of the Rate Work order at price lower than the price charged to the government under the Work order except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - ....."

17.

Risk & Expense Clause.

17.1

Should the services 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 services 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.

17.2

Should the services 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.

18.

Force Majeure Clause.

18.1

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 under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

18.2

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

18.3

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written from 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.

18.4

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.18.5

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 terms provided in the agreement for the goods received.

19.

The buyer shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the Government in terms of mentioned clauses in this agreement.

20.

The contractor agrees to indemnify the customer against all claims for compensation by or on behalf of any workman employed by contractor in connection with this agreement for injury for death by accident under the workman compensation act (Act VIII of 1923).

21.

Police Verification.

The contractor will be responsible to ensure that workers engaged by him are security cleared by police station where workers are pending residing. Police verification is to be submitted at least 10 days prior to the commencement of the contract. The contractor will also ensure that no person employed by him for the service has been involved in any activity against the interest of the state.

22.

The contractor shall be responsible for all acts of commissions on part of manpower engaged under the contract for the purpose. NSRY(Kar) / shall not be responsible in any manner whatsoever, in matters of injury/ death/ health etc. of the contractor's employees performing duties under this contract. All laborers will work under a supervisor provided by the contractor.

23.

The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by him and NSRY(Kar)/ contract operating Authority shall not be a party to any dispute arising out of such deployment of manpower by the contractor.

24.

The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance they shall ever have any claim of employment /service with Indian Navy of NSRY, Karwar.

25.

Uniform.

The helpers deployed by the contractor shall be district / neat uniform, including dungarees/ shirt/ trousers along with cap and pair of canvas shoes for man and distinct suit with apron for women staff, with logo of the firm embossed. Samples of the uniform are to be approved by the contractor operation authority at least 15 days prior to commencement of the contract. Uniform of laborer should be provided twice a year.

26.

The Contract Labour (Regulation and abolition Act. 1970 as amended from time to time will be applicable to the vendor and Indian Navy during the concurrence of the present contract.

27.

If it comes to notice of NSRY(Kar) at later stage that the applicant has concealed some materials facts, NSRY(Kar) will be at liberty to terminate the license/ contract or reject the tender as case may be.

28.

The successful applicant (hereafter called Tender) shall be required to execute an agreement on non-judicial stamped paper of the requisite value on approved form. The stamp paper will be purchased by the license in his name.

29.

Security deposits can be adjusted against the losses/ damages caused by the license to the organisation.

30.

After satisfactory completion of services by the contractor during the period of the contract including the

extended period, if any NSRY(Kar) will be refund the security Deposit to the contractor/ license after adjusting its claims if any.

31.

If the Manger / officers notices any discrepancy in use of men and material he may levy compensation of not exceeding 10 % of the monthly amount.

32.

The contractor shall be responsible for any act of omission on part of his workers. He will vouch for their safe character and will be responsible for good conduct of his workers. The contractor will ensure the staffs

employed by him do not participate in nay union activities agitations.

33.

The damage done to the existing structures caused by the contractor's personnel shall be rectified by the contractor at his own risk and cost. Any theft or breakage caused by the contractor's personnel shall be

borne by the contractor.

34. Contractor shall be responsible for the safe keeping of his material and implements.

35.

Under condition the contractor shall appoint any sub-contractor. If this done the contract shall be terminated.

36.

The contractor shall at his own cost if required. Take necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in condition with the services to be rendered to NSRY(Kar).

37.

The contractor shall not be entitled to any additional payment during the tenure of the contract due to increase in cost of materials.38.

The contractor on receiving any complaint shall attend to it and complete the job immediately to the satisfaction of the officer-in-charge.

39.

In case of emergencies of services the contractor will be required to provide staff beyond the normal working hours for which advance notice of 24 hours will be given to contractor.

40.The contractor or his supervisor will personally submit the report of his men material deployed on the work to

the respective person daily in the morning and as directed by the Management.

41.

The contractor and his personnel will be issued with Ty passes by the Commanding Officer, Kadamba.

These are to be returned to security office at NSRY(Kar) when no more required for any personnel and /or after

completion of the contract. Any loses of Ty passes are to reported to security office at NSRY(Kar) immediately

along with a copy of FIR registered in local Police Station. All personnel connected with contract and tier bags

and baggage shall be liable for physical check both at the time entry and passing out of NSRY(Kar) premises.

42.

All the employees shall have a dress code and the summer/ winter uniform shall be provided by the contractor.

43.

Payment of bill will be made on monthly basis to the satisfactory performance. The payment will be made through AO(Kar). Through this office shall make every endeavor to get the payment released from A O

(Kar) within a reasonable period, but this office will not responsible for the delay in payment from AO(Kar).

44.

The customer will have right to make good any shortfall in the services of the contractor at his risk in addition to the deduction of penalty mentioned above from the monthly bill of the firm or the PBG submitted by

the firm.

45.

Compliance with Official Secret Act.

45.1

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

45.2

All types of photography is prohibited. Smart phone/ devices banned inside Naval Base,. Defaulter's gadget will be seized necessary legal action will be initiated.

45.3

Only the designated gated/ entry points are to be used for entry and exit to the premises. Workers are not to wander outside the designated work sites.

45.4

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

45.5

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

45.6

No unauthorized disclosure of information or documents related to contract shall be made to nay person or. entity not officially entitled to receive such information.SAFETY GUIDELINES FOR CONTRACTORS1.

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 perform ance

of the Contractor's part of work (including sub-contracted workers). This includes provision of the following :-

2.1

2.2

2.3

2.4

2.5

Appropriate PPE to all workers. Safety signages at the work site.

Machinery/ equipment that is safe to use.

Adequate safety training for all workers and supervisors.

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.

date.

All machinery and equipment must be serviceable and safe to use with all requisite test certificates in- 6.

The Contractor is to formulate an overall Health, Safety and Environment (HSE) plan for the contracted workin 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 siteand 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- 250workers 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 Contract or 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:-

Severity of safety Violation

1 2

3

Amount (Rs)

Minor violation of specified safety regulations (eg, 500/- to 2,000/- electrical hygiene, road safety, non-usage of PPE, etc)

Major violation of specified safety regulations (eg, load 5,000/- to 10,000/- test of lifting appliance not in-date, safety supervisor

absent from work site, unqualified person operating machinery, etc)

Safety violations resulting in damage to naval property or as per actuals

injury to naval personnel/ dependents Cost of damage/

medical treatment

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 loads 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

stand 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

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. 19.6.3 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 from a part of PRE-Bid qualification.
- 19.13.3 Ground executive and user reps to carryout regular and surprise checks at site to ensure thatt 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 labourers on adherence to safety precautions be carried out on e a month.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. 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 [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---**