

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-05-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-05-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Military Affairs
संगठन का नाम/Organisation Name	Indian Navy
कार्यालय का नाम/Office Name	*****
वस्तु श्रेणी /Item Category	Custom Bid for Services - Refilling and Pressure Testing of CO2 and AFFF Portable Fire Extinguishers at NSRY (Kar)
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>• Refilling of Fire Extinguisher Cylinders</li> <li>• Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2)</li> </ul>
अनुबंध अवधि /Contract Period	3 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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	No
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	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 बिड मूल्य / Estimated Bid Value	760895
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	22827

#### 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).

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

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

**लाभार्थी /Beneficiary :**

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

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

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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.

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

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

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

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

9. Reverse Auction would be conducted amongst 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

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Price Breakup for Refilling and Pressure Testing of CO2 and AFFF Portable Fire Extinguishers at NSRY - [1776422997.xlsx](#)

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

**Scope of Work:**[1776423019.pdf](#)

**Payment Terms:**[1776423258.pdf](#)

**GEM Availability Report ( GAR):**[1776423266.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1776423280.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1776423288.pdf](#)

**Custom Bid For Services - Refilling And Pressure Testing Of CO2 And AFFF Portable Fire Extinguishers At NSRY (Kar) ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Refilling and Pressure Testing of CO2 and AFFF Portable Fire Extinguishers at NSRY (Kar)
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<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	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	*****	*****UTTARA KANNADA	Project / Lumpsum Based	N/A

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

**1. Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

## SCOPE OF REQUIREMENT

1. **Schedule of Requirements.** Refilling and pressure testing of AFFF and Co2 Portable Fire Extinguishers. Firm is required to refill and pressure test the extinguisher as per the SoR mentioned below:-

Ser	Description	Capacity	Deno	Qty
<b>CO2 portable fire extinguisher</b>				
(a)	Refilling of CO2 portable fire extinguisher	2 Kg	Nos	46
(b)	Refilling of CO2 portable fire extinguisher	4.5 Kg	Nos	100
<b>AFFF portable fire extinguisher</b>				
(c)	Pressure Testing and Refilling of AFFF portable fire extinguisher	9 Ltrs	Nos	276
(d)	Miscellaneous (Freight Charges)		Job	01

2. **Scope of Work.**

2.1 **CO2 Fire Extinguisher, Capacity – 2 Kg.**

- (i) Cleaning of Co2 fire extinguisher.
- (ii) Powder Coating of Co2 fire extinguisher.
- (iii) Refiling of Co2 fire extinguisher.
- (iv) Renewal of handles of Co2 fire extinguisher.
- (v) Renewal of Squeeze grip valve.
- (vi) Renewal of Syphon tube.
- (vii) Renewal of bend pipe with Horn of Co2 fire extinguisher.
- (viii) Provide date of testing and next due date of testing on aluminum metallic neck ring for each Co2 fire extinguisher.
- (ix) Renew labels indicating operating mechanism, capacity and type of cylinder, date of testing, next due date of pressure testing and date of refilling etc.
- (x) Lock and seal of the operating mechanism.
- (xi) Provide Hydraulic pressure test certificate from authorized testing agency. Provide guarantee certificate for a period of three year.

2.2 **CO2 Fire Extinguisher, Capacity – 4.5 Kg.**

- (i) Cleaning of Co2 fire extinguisher.
- (ii) Powder Coating of Co2 fire extinguisher.
- (iii) Refiling of Co2 fire extinguisher.
- (iv) Renewal of brackets of Co2 fire extinguisher.
- (v) Renewal of handles of Co2 fire extinguisher.
- (vi) Renewal of Squeeze grip valve.
- (vii) Renewal of Syphon tube.

- (viii) Renewal of Hose with Horn of Co2 fire extinguisher.
- (ix) Provide date of testing and next due date of testing on aluminum metallic neck ring for each Co2 fire extinguisher.
- (x) Renew labels indicating operating mechanism, capacity and type of cylinder, date of testing, next due date of pressure testing and date of refilling etc.
- (xi) Lock and seal of the operating mechanism.
- (xii) Provide Hydraulic pressure test certificate from authorized testing agency. Provide guarantee certificate for a period of three year.

**2.3 AFFF Fire Extinguisher, capacity - 09 Ltrs.**

- (i) Cleaning of AFFF fire extinguisher.
- (ii) Powder Coating of AFFF fire extinguisher.
- (iii) Carry out hydraulic pressure test of AFFF fire extinguisher as per specification.
- (iv) Renewal of Syphon Tube.
- (v) Renewal of Co2 cartridge (120 gms).
- (vi) Renewal of Aluminum Nozzle.
- (vii) Renewal of Rubber Gasket.
- (viii) Renewal of Cylinder Cap.
- (ix) Renewal of Hose pipe with nut fittings.
- (x) Renewal of Hose securing bracket.
- (xi) Renewal of operating mechanism.
- (xii) Provide date of testing and next due date of testing on aluminum metallic neck ring for each AFFF fire extinguisher.
- (xiii) Renew labels indicating operating mechanism, capacity and type of cylinder, date of testing, next due date of pressure testing and date of refilling etc.
- (xiv) Renew labels indicating firm's name, date of testing and next due date of testing and date of refilling.
- (xv) Provide Hydraulic pressure test certificate from authorized testing agency. Provide guarantee certificate for a period of three year.
- (xvi) Transportation To and Fro of the extinguishers will be in the scope of firm.

**Note:-** Cylinders, which fail during pressure test, are to be drilled and sent back to yard as scrap /Beyond Economical Repair along with certificate.



(D/R Jadhav)  
 Technical Assistant (L)  
 Assistant Manager (PM)

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## ADDITIONAL TERMS AND CONDITIONS (ATC)

1. **Minimum Qualification Criteria:** The firm which fulfils the following criteria shall be considered eligible to qualify the Technical Bid: -

1.1 Bidders are required to submit EMD or valid EMD exemption certificate. Bidders claiming EMD exemption are required to sign a Bid Securing Declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for a period of 06 months from being eligible to submit bids for contracts with NSRY, Karwar. Bid Securing Declaration is to be submitted as part of Technical bids.

1.2 **Financial Capacity** The firm should have minimum average turnover of Rs 2 lakh annually over the last three financial years, ending 31 Mar 25. Proof is to be submitted along with technical bid (audited balance sheet or certificate)

1.3 **Experience Criteria.** The firm should have executed contract in the field of supply (or) refilling (or) pressure testing of Portable Fire extinguishers at IN (or) CG (or) PSUs (or) Industries during last five years, as per table below:-

Ser	Minimum No. of Contracts	Minimum Value of Contracts
1.3.1	03 Contracts	Rs 3,04,358/- each
1.3.2	Or 02 Contracts	Rs 3,80,448/-each
1.3.3	Or 01 Contract	Rs 6,08,716/-

1.4 Firm has to submit PESO (Petroleum and Explosives Safety Organisation) certificate issued by Ministry of Commerce and Industry in the name of the participating firm.

(or)

Firm has to submit MoU (or) OEM authorization certificate along with PESO (Petroleum and Explosives Safety Organisation) certificate issued by Ministry of Commerce and Industry in name of the OEM firm.

1.5 Bidders seeking relaxation for Financial and Experience criteria under MSME scheme are required to submit valid exemption certificate, wherein registration should be under the relevant NIC codes.

2. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid –

### 'T' BID COMPLIANCE MATRIX (TO BE SUBMITTED WITH THE 'T' BID)

Ser	Description	Remark
2.1	EMD/ Bid Securing declaration in accordance with GeM bid Document as per para 1.1 of ATC of GeM bid document submitted?	Yes/ No
2.2	Proof of average annual turnover in compliance with Financial capacity as per para 1.2 of ATC of GeM bid document submitted?	Yes/ No
2.3	Work order and Work Completion Certificates in compliance with technical capacity/ Experience criteria as per para 1.3 of ATC of GeM bid document submitted?	Yes/ No
2.4	PESO (Petroleum and Explosives Safety Organisation) certificate as per para 1.4 of ATC of GeM bid document submitted?	Yes/ No
2.5	The firm should have valid MSME certificate under relevant NIC codes as per para 1.5 of ATC of GeM bid document submitted?	Yes/ No

3. **Delivery Period.** Delivery Period for supply of items/services would be **90 Days** from the effective date of Contract Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the Supply Ordered delivery period. Extension of Supply Ordered delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **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.

5. **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.

6. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

7. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in **Chapter IX of the Indian Penal Code, 1860** or the **Prevention of Corruption Act, 1986** or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

8. **Agents / Agency Commission.** The Seller has to confirm and declare to the Buyer that the Seller is the original manufacturer of the stores/provider of the services or the authorized person or in MoU referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

10. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

11. **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.

**12. Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

12.1 The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

12.2 The Seller is declared bankrupt or becomes insolvent.

12.3 The delivery of material is delayed due to causes of Force Majeure by more than (03months) provided Force Majeure clause is included in contract.

12.4 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.

12.5 As per decision of the Arbitration Tribunal.

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

**14. 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.

**15. Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**16. 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.

**17. Taxes and Duties.**

**17.1 General.**

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

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

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

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

**17.2 GST**

17.2.1 The rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be

assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract. 18% GST applicable.

18. **Warranty.** 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 21 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.

19. **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). **Payment will be made 100% subject to Completion of work and acceptance by user department.**

20. **Limitation of Liability.** Except in case 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 contract to indemnify the procuring entity concerning IPR infringement.

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

22. **Paying Authority.**

22.1 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: -

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

22.1.2 Ink-signed copy of Commercial invoice / Seller's bill.

22.1.3 Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

22.1.4 E-Invoices to be generated on AO (Kar) GST No 29BLRA16713E1DF

22.1.5 CRVs in duplicate.

22.1.6 Inspection note.

22.1.7 Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST paid receipt and undertaking, Customs duty clearance certificate, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.

22.1.8 Exemption certificate for Customs duty, if applicable.

22.1.9 Guarantee / Warranty certificate.

22.1.10 Performance Bank guarantee / Indemnity bond where applicable.

22.1.11 DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

22.1.12 Details for electronic payment via 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 supply order/contract).

22.1.13 Any other document / certificate that may be provided for in the Supply Order / Contract.

22.1.14 User Acceptance.

23. **Safety Guidelines** Detailed safety guidelines for Firms is placed at Annexure 1 to this ATC.

24. **Labour Regulations.**

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

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

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

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

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

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

25. **Compliance with official Secret Act**

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

25.2 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.

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

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

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

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

## 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 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---