

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 13:30:00
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 - AUGMENTING THE MEDICAL SUPPORT TO SERVICE PERSONNEL (INCLUDING CADETS) AND THEIR FAMILIES AT INA THROUGH REFERRAL FACILITY AS PER THE CGHS RATES FOR DIAGNOSTICS SERVICES THROUGH PRIVATE CIVIL HOSPITAL
समान श्रेणी/Similar Category	<ul style="list-style-type: none">Hiring of Agency for Medical Screening
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	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	2
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
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य /Estimated Bid Value	1000000
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

आवश्यकता/Required	No
--------------------------	----

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1770186394.pdf](#)

Payment Terms:[1770186414.pdf](#)

GEM Availability Report (GAR):[1770186436.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1770186447.pdf](#)

Custom Bid For Services - AUGMENTING THE MEDICAL SUPPORT TO SERVICE PERSONNEL (INCLUDING CADETS) AND THEIR FAMILIES AT INA THROUGH REFERRAL FACILITY AS PER THE CGHS RATES FOR DIAGNOSTICS SERVICES THROUGH PRIVATE CIVIL HOSPITAL (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AUGMENTING THE MEDICAL SUPPORT TO SERVICE PERSONNEL (INCLUDING CADETS) AND THEIR FAMILIES AT INA THROUGH REFERRAL FACILITY AS PER THE CGHS RATES FOR DIAGNOSTICS SERVICES THROUGH PRIVATE CIVIL HOSPITAL
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

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

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

प्राचल/Parameter	मूल्य/Values
कोर / Core	1000000

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	*****	*****Kannur	Project / Lumpsum Based	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. General Eligibility Terms and Conditions.

1.1. Unconditional acceptance of SCOPE OF WORK.

1.2. Service provider must be located in state of consignee. Document proof to be submitted.

1.3. Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the bid documents, AT&C and corrigendum, if any.

1.4 . Bidders shall submit the following documents along with their bid for vend or code [creation:-](#)

1.4.1. Copy of canceled Cheque

1.4.2. Copy of PAN card

1.4.3. Copy of GSTIN

1.4.4. Copy of NEFT Mandate Duly Certified by bank.

1.5. The Service Provider should have a legal status, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India.

1.6. The Service Provider has to submit the list of similar works/ services executed during the last 3 years and list of similar works executed.

1.7. The Service Provider shall ensure that all the relevant licenses/registrations/permission, which are/may be required related to the services provided are valid during the entire period of the contract, failing so will attract the appropriate penalties or termination of contract at the sole discretion of the buyer.

1.8. The service provider shall be contactable at all times and messages sent by phone /e- mail/ fax / letter from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the contract from time to time.

1.9. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

2. Commercial, Pricing, and Taxes

2.1. Bidders are advised to check application GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rate (whichever is lower), subject to the maximum of quoted GST%.

2.2. Bidder must indicate separately the relevant Taxes/ Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

2.3. Any changes in levies, taxes and duties levied by Central/ State/Local governments such as Goods & Services Tax (GST) on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such 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. Section 64-A of Sales of Goods Act will be relevant in this situation.

2.4. Levies, taxes and duties levied by Central/State/ Local governments such as Goods & Services Tax (GST) on final product will be paid by the Buyer and they may not be indicated separately in the bid. Bidder is required to include the same in the pricing of their product.

3. Delivery, Penalties, and Contract Execution.

3.1. Delivery Period. Delivery period for supply of services would be 365 days from the effective date of Contract. Please note that contract can be cancelled unilaterally by the Buyer in case of any default by the bidder.

3.2. Liquidated Damages. In the event of the Bidder'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 its discretion, withhold any payment until the completion of the contract. The Buyer may 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.

3.3. Penalty for Non-delivery. Amount will be deducted for non-delivered product/ service according to its price in contract.

4. Legal, Arbitration and Integrity.

4.1. 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.

4.2. 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, DPM-9 and DPM-25 (Available in MoD website and can be provided on request).

4.3. 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.

n 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 anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence 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 of 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 representative 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.

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

4.5. 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.

4.6. 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

4.7. Notice. 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 registered prepaid/mail/airmail, addressed to the last known address of the party to whom it is sent.

4.8. Transfer and Sub-letting. The Seller has no right to give, bar gain, 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.

4.9. While submitting the bill for the next month, the services provider must file a certificate certifying the following along with -

4.9.1. Details of remittance of GST and other statutory dues.

4.10. Illegal Extortion. Upon award of contract, the bidder will not charge any registration money/commission etc. from persons for their deployment or continuation in the Institution. Bidder's Contract will be liable to

be terminated if at any stage it is found that the vendor has charged/ demanded money from the employee on the pretext of registration money for their deployment in the Institution.

5. Payment and Financial Procedures.

5.1. If Bidder is exempted from payment of any duty/ tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

5.2. Payment Terms. Payment through NEFT/RTGs will be made by AAO (Ezhimala) on submission of the duty pre-receipted and stamped bill.

5.3. Advanced Payment. NO advanced payment will be made to Bidder in any stage. All the payments will be done only after duly submission of work completion certificate from contractor, joint inspection and buyers inspection. On completion of inspection, buyer issues a satisfactory certificate and payment will be done thereafter.

5.4. Payment will be done by CDA Only, on monthly basis for actuals, post provision of service/ product.

5.5. Fall Clause. This clause shall form a part of the contract:-

5.5.1. The price charged by the Seller for the services provided under this contract shall not exceed the lowest price at which the Seller has offered for similar service to any person/organisation, including any Central or State Government department or statutory undertaking, during the contract's currency (until performance of all supply orders is complete).

5.5.2. If the Seller reduces the price during this period, the price payable under the contract shall stand correspondingly reduced from the date of such reduction.

6. Force Majeure and Contract termination.

6.1. Force Majeure Clause. Neither party shall bear responsibility for the complete or partial nonperformance 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 operations, 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.

6.2. The Buyer shall have the right to terminate the Contract, in whole or in part, under the following circumstances:-

6.2.1. Default. Failure of the Seller to honour any part of the contract, including delivery or performance, for causes not attributable to Force Majeure.

6.2.2. Misrepresentation. The Seller made any false or fraudulent declaration.

6.2.3. Bankruptcy/Insolvency: The Seller is declared bankrupt or becomes insolvent.

6.2.4 Delay. Delivery is delayed for causes not attributable to Force Majeure post scheduled date.

6.3. Mutual Agreement. Both parties mutually agree to terminate the contract.

.

3. Buyer Added Bid Specific SLA

Text Clause(s)

1. The services would be extended on billing system to referred patients for the agreed period. Maximum charges will be as per CGHS Trivandrum rates in force for the period of agreement (Copy enclosed) or as revised by the competent authority from time to time.
2. The Bidder(s) are not at liberty to revise the rates suo motu. It is also notified that at no point the rates claimed by the Bidder(s) should exceed the approved CGHS rates notified by the Government from time to time.
3. An invoice on Bidder (s) letter head is to be forwarded monthly by 10th of the following month. This should include the following documents
 - 3.1 A day-wise list of all patients along with investigations carried out and amount charged.
 - 3.2 Referral slip from INHS Navjivani
 - 3.2.1 A photocopy of dependent certificate.
 - 3.2.2 Diagnostic / package charges as applicable.
 - 3.2.3 A certificate stating that the test / treatment / consultation has been carried out to the patient's satisfaction.
4. Total expenditure during the contract period of one year (from 17 Jun 2026 to 16 Jun 2027) is restricted to Rs. 10,00,000.00 (Rupees Ten Lakh only).
5. The Bidder(s) shall not refer the patients referred from INHS Navjivani further to other institutions without obtaining prior concurrence from OIC / MBO, INHS Navjivani.
6. In case the diagnostic investigations carried out by the Bidder(s) are found to be not meeting the standards of quality as per norms in medical practice, the Bidder(s) shall bear any liability towards cost of retesting / repeat investigations and INHS Navjivani will not have any liability, financial or legal, for the same.
7. Any liabilities arising due to any default or negligence in provision or performance of the services shall be borne exclusively by the Bidder(s), which shall solely be responsible for the lapse on rendering such services.
8. This contains the entire contract between both parties and nothing outside the contract shall be valid and binding. The contract may be modified only on written agreement signed by both parties.
9. This Contract shall remain in force for the period of one year viz. from 17 Jun 2026 to 16 Jun 2027. The date of its execution will be extendable on mutual agreement.
10. The agreement may be terminated by either party serving one calendar month's notice in writing upon the other party and the notice given by INHS Navjivani shall be valid if given by the competent authority on behalf of INHS Navjivani
11. In case the Bidder(s), get wound up or partnership is dissolved, INHS Navjivani shall have the power to terminate or relieve the hospital or their heirs and legal representatives from the legal liability in respect of the service provided by the Bidder(s), during the period when the agreement was in force.
12. INHS Navjivani shall have a lien and also reserve the right to retain/set off any sum which may, from time to time be due and payable to the Bidder(s), here under, against any claim which INHS Navjivani may have against the Bidder(s)
13. INHS Navjivani shall be at liberty any time to terminate this agreement on giving hours notice in writing for the breach of any of the terms and conditions of this agreement and the decision of authorities of INHS Navjivani in this regard shall be final.
14. Reports of Diagnostic investigations from Bidder(s), will be provided to INHS Navjivani daily and also in emergency whenever asked for.
15. In the event of any bribes, commission, gift being given, promised or offered by on behalf of the institution or any of them for their agent or anyone else on their behalf of any member, the family of any member or representative of the INHS Navjivani in relation to abating or execution of this or any other agreement with INHS Navjivani, then INHS Navjivani shall without prejudice to their other rights and remedies be entitled, notwithstanding any criminal liabilities, which the Bidder, may incur to cancel and/or terminate this agreement and any other agreement entered into by INHS Navjivani holding Bidder liable for any loss or damages resulting from any such cancellation. Any question or dispute as to the commission of any offence under this clause shall be decided by INHS Navjivani in cancellation and in such, evidence of information as it

shall deem fit by INHS Navjivani

16. The administrative and other expenses required for the purpose of this agreement including preparation and stamping of this agreement shall be borne by Bidder(s)

17 Any dispute or difference whatsoever arising between the parties to this agreement out of, or relating to the breach thereof shall be referred to an arbitrator to be appointed by mutual consent of both parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the secretary, Department of Legal Affairs, Ministry of Law and Justice. The provision of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law, such differences shall be deemed to a submission to arbitration under the Indian Arbitration and Conciliations Act 1996, or of any modification, rule or reenactments thereof. The Arbitration proceedings will be held at New Delhi.

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---