

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	21-01-2026 18:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	21-01-2026 18:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Chemicals And Fertilizers
<b>विभाग का नाम/Department Name</b>	Department Of Fertilizers
<b>संगठन का नाम/Organisation Name</b>	National Fertilizers Limited (nfl)
<b>कार्यालय का नाम/Office Name</b>	Vijaipur
<b>कुल मात्रा/Total Quantity</b>	500000
<b>वस्तु श्रेणी /Item Category</b>	HDPE BOTTLES 500ML
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	HDPE BOTTLES 500ML
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	HDPE Bottles, Foot Operated Pedal Bin or Bucket for Bio - Medical Waste Collection, Flourinated HDPE Bottles and Containers as per IS 15749, Spray Bottles, Transformer oil Sampling Bottles, Laboratory Glassware Bottles (Aspirator Bottles) as per IS 1388 (Part 3), Feeding Bottles-IS 14625, Blood Collection Tube, Glass Weighing Bottles as per IS 1574, Modular Metal Drawer File Cabinet Pedestal
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• HDPE Bottles</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *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

<b>बिड विवरण/Bid Details</b>	
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	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
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	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	100000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	9

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

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

**लाभार्थी /Beneficiary :**

NATIONAL FERTILIZERS LIMITED

Vijaipur, Department of Fertilizers, National Fertilizers Limited (NFL), Ministry of Chemicals and Fertilizers (National Fertilizers Limited)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**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	25

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[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.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

### **HDPE BOTTLES 500ML ( 500000 pieces )**

**(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
---	--------------------------

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Arjun Ghosh	473111,NATIONAL FERTILIZERS LIMITED VIJAIPUR	500000	200

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

### 1. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1.0 **Earnest Money Deposit: Rs. 1,00,000/- (Rupees One Lakh only)**

**1.01** Tenderers must submit Earnest money deposit of **Rs. 1,00,000/- (Rupees One Lakh Only)**

i) E-Transfer in NFL's Bank A/c No. through RTGS/NEFT. NFL's Bank A/c Details are as under:-

- NFL's Account No. **1 0 3 4 6 6 7 3 3 1 1**
- Name of Bank: **State Bank of India**
- Branch Name: **NFL Vijaypur (NFL Complex)**
- Branch Code: **30282**
- IFS Code: **SBIN 0030282**

***After depositing the amount through RTGS/NEFT, the bidders will be required to immediately inform us the details of amount deposited i.e. Depositor's name, or NIT No. and nature of deposit (i.e. Cost of tender form/EMD/SD-PBG etc.) through e-mail to facashvp@nfl.co.in./laljiram@nfl.co.in***

**or**

ii) Crossed Demand Draft favouring National Fertilizers Ltd. issued by any Nationalized/Scheduled Bank payable at State Bank of India, NFL Vijaypur Branch (Code: 30282), NFL Complex, Vijaypur-473111, Dist. Guna (MP) (Details of DD No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module).

**or**

(a) Bank Guarantee from any Scheduled/Nationalized Bank (except Rural/Co-Operative Banks) as per our prescribed format of GeM/NFL (see Annexure-L). The Bank Guarantee should be valid for a period of 120 days from Tender Opening Date and you will give an undertaking for extension of the Bank Guarantee in case the same is desired by NFL (Details of BG No. & date, amount, bankers name etc. has to be submitted in relevant field/column of online module). **The Vendor/ Contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL Banker, i.e ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code ICIC0000031, as per following details:**

- i) **IFN 760 COV for issuance of bank guarantee.**
- ii) **IFN 767 COV for amendment of bank guarantee.**
- iii) **Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.**
- iv) **Issuing bank shall be mention NFL beneficiary code as “ NFLNATIONAL04022015” field 7037 of IFN 760 COV/IFN 767 COV.**

**iii) Cheques shall not be accepted in any case.**

1.02 Tenders without Earnest Money Deposit are liable to be rejected. In case of submission of EMD by DD or Bank Guarantee, it should be ensured by the vendor

that the original DD/Bank Guarantee is received by NFL before opening time of

Techno-Commercial Bids for verification of the details of DD/Bank Guarantee given online by the vendors. There is no exemption to any category of tenderers from submission of Earnest Money.

1.03 Earnest money shall be forfeited at the sole discretion of NFL in case tenderer after intimation from NFL of the acceptance of his tender, either wholly or in part, refuses to accept the Purchase Order/or changes any of the conditions of the tender or changes the price and/or terms and conditions of the tender within validity period.

1.04 Earnest Money of the successful tenderers shall be returned on submission of security deposit.

1.05 Earnest Money Deposited by unsuccessful tenderers shall be returned as early as possible.

1.06 No interest will be paid on the Earnest Money Deposit.

## 2.00 **Security Deposit (SD):**

2.01 Successful Tenderer shall submit Security Deposit equivalent to 5% **(Five percent) of Order Value** for the faithful and proper fulfillment of the contract. Security Deposit shall be furnished in the form of:-

a. E-Transfer in NFL's Bank A/c No. **Account No.: 10346673311, Bank: STATE BANK OF INDIA, Branch: NFL-VIJAIPUR, IFS Code: SBIN0030282**

**or**

b. Bank Guarantee issued by any Nationalized/Scheduled Bank (**except Rural and Co-operative Banks**) in the format specified by GeM/NFL (see Annexure-M). The Bank Guarantee should be valid for a period covering the Delivery Period + Claim period of 3 months.

*Note: The Bank Guarantee shall be submitted by the Issuing Bank directly to National Fertilizers Limited, Vijaipur in a sealed cover through Registered A/D Post and not through any Courier Service or through Supplier. Supplier shall also arrange for the online confirmation of Bank Guarantee (including all its amendments) by his Issuing Bank directly to our Bankers:*

**ON-LINE CONFIRMATION OF BANK GUARANTEE THROUGH SFMS:**

**The Vender/ Contractor shall also arrange to send BG advice ( including all BG amendments) by their issuing bank through SFMS (Structured Financial Messaging System) platform directly to the NFL Banker, i.e. ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, Up, 201301, IFSC Code: ICIC0000031, as per following details:**

**(i) IFN 760 COV for issuance of bank guarantee.**

**(ii) IFN 767 COV for amendment of bank guarantee.**

**(iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV / IFN 767 COV.**

**(iv) Issuing bank shall mention NFL beneficiary code as " NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.**

- 2.02 A period of 30 days for depositing security money will be allowed.
- 2.03 The Security Deposit shall be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case of any dispute or difference not settled within the validity of Bank Guarantee, Tenderer shall arrange to get the bank Guarantee extended as asked. NFL shall have the sole discretion to '**C all in**' the Bank to pay the whole or part of the amount of Bank Guarantee.
- 2.04 The above deposit shall be deemed to be the security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. The contract shall be deemed to be bond given by the tenderer for the performance of an essential duty.
- 2.05 In the event of any breach of any terms and conditions of the contract, NFL shall have the right to draw from the Bank guarantee/security deposit either the whole or part of value of Bank Guarantee or Deposit and tenderer shall make good the value of Bank Guarantee/ Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
- 2.06 The amount so drawn shall not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law

or the time being in force relating thereto or bearing hereupon.

- 2.07 In the event of the forfeiture of whole or part of the security deposit, the tenderer shall deposit further sum/sums so as to maintain the full security amount deposit as per Clause 19.01 above
- 2.08 The Security Deposit shall be refunded after contract has been successfully completed and certificate to that effect has been issued by NFL. It shall be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit guarantee or any portion thereof, which may be due for release until such difference and dispute had been finally settled or adjusted.
- 2.09 The Security Deposit Guarantee amount shall not carry any interest.
3. Successful bidder must ensure delivery of HDPE bottles as per specification in a staggered delivery manner in delivery requirement format as mentioned:
- First lot of 70000 HDPE bottles must be delivered at NFL Vijaipur within 30 to 45 days from the date of successful awarding of LOI/WO
  - Second lot of 75000 HDPE bottles must be delivered at NFL Vijaipur within 60 to 75 days from the date of successful awarding of LOI/WO
  - Third lot of 80000 HDPE bottles must be delivered at NFL Vijaipur within 90 to 105 days from the date of successful awarding of LOI/WO
  - Fourth lot of 85000 HDPE bottles must be delivered at NFL Vijaipur within 120 to 135 days from the date of successful awarding of LOI/WO
  - Fifth lot of 90000 HDPE bottles must be delivered at NFL Vijaipur within 150 to 165 days from the date of successful awarding of LOI/WO
  - Sixth/final lot of 100000 HDPE bottles must be delivered at NFL Vijaipur within 180 to 195 days from the date of successful awarding of LOI/WO.

## 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. 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.
16. 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.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---