







# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-07-2025 15:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-07-2025 15:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	75 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises		
विभाग का नाम/Department Name	Department Of Heavy Industry		
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)		
कार्यालय का नाम/Office Name	10170006-ivp Goindwal		
कुल मात्रा/Total Quantity	300		
वस्तु श्रेणी /Item Category	Lever Casting		
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	LEVER CASTING		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ratchet Lever(NLCIL), Orthopedic Instruments - Bone Lever container Corner Casting Blocks, Roller lever Limit Switch, (Bench, Ratchet Lever Hoist as per IS 11340:2020, Investing Casting of Holder (Defence), magnetic stirrers, Heavy Duty Wrench as per IS 4003, Bush Set for lever & Armature for D Brakes (SAIL)		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Investing Casting of Holder (Defence)		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No		
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes   Complete		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his e for exemption must be uploaded for evaluation by the buy		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No		

बिड विवरण/Bid Details			
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		
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No		
Payment Timelines	Payments shall be made to the Seller within <b>90</b> days of iss consignee receipt-cum-acceptance certificate (CRAC) and c submission of bills (This is in supersession of 10 days time provided in clause 12 of GeM GTC)		
मूल्यांकन पद्धति/Evaluation Method Total value wise evaluation			
मध्यस्थता खंड/Arbitration Clause	No		
सुलह खंड/Mediation Clause	No		
ईएमडी विवरण/EMD Detail	1		
आवश्यकता/Required	No		
	No No		
आवश्यकता/Required ईपीबीजी विवरण /ePBG Detail			
आवश्यकता/Required  ईपीबीजी विवरण /ePBG Detail  आवश्यकता/Required  विभाजन/Splitting  बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.			
आवश्यकता/Required  ईपीबीजी विवरण /ePBG Detail  आवश्यकता/Required  विभाजन/Splitting बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.  एमआईआई खरीद वरीयता/MII Purchase Preference	No		

- 1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the eligibility criteria of "Experier Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemp from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as (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 gas a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the k must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case t value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statul auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for O other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Or 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 order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed 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 N and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated o through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Or 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notific issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Po Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. R documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purch 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 No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent applications of the compliance of Concurrent applications of the compliance of the complian Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make i 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.
- 4. 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 relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid partici Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determ the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA proc
- 5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidd technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowe 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  ${\rm H1}$  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:

Compliance of tender terms - <u>1750740107.xlsx</u>

#### Lever Casting (300 pieces)

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>
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# 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
1	Sahil Malhotra	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	300	90

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

#### 1. Scope of Supply

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

#### 2. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buye
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior writ consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally lia responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of Contract and the Sellers obligations there under.

#### 3. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availal Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated D Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchas on the Seller.

#### 4. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted r The delivery period of quantity shall commence from the last date of original delivery order and in cases when option clause is exercised during the extended delivery period the additional time shall commence from the last of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  C delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 5. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 6. Certificates

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

#### 7. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Aç would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected ATC):

BY BHEL OR BHEL APPOINTED TPI AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores: BY BHEL AT BHEL WORKS

# 8. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premi at designated place for inspection as declared / communicated by the seller) for their compliance to the contrapecifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing chashall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Sella notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The gowould be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly thro emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# A. Special Notes:

# Unit rates to be quoted inclusive of all taxes and on FOR BHE indwal basis.

### B. <u>Pre-qualification requirement:</u>

 Manufacturer: Bidder should be engaged in manufacturing & supply of castings. Supp documentary evidence [ISO/UDYAM/ Machinery List/ any other document] for being a r cturer of castings.

Non- acceptance of this clause will lead to disqualification of bids. Bids received from tradealers, distributors and resellers will be rejected.

2. Supplier shall submit customer Purchase Orders and their invoices / CRAC\* for supply or ings with minimum cumulative value of Rs. 50,000 (Rs. Fifty Thousand only) as proof. De Purchase Order/s date & corresponding invoices/CRAC\* should be 01.06.2022 or afterwand upto the date of actual bid opening. All mentioned values are net of taxes. The grade pplied casting shall be clearly mentioned / indicated in the submitted documents (PO / I / CRAC\* / MTC / drawing etc).

\*Consignee receipt-cum-acceptance certificate (in case of GeM PO/s)

Start-ups shall be exempted from this criteria of Purchase order and invoice subn without any relaxation in quality standards or technical parameters as per D.O. N/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to S DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Ir al Policy and Promotion) recognition certificates.

# C. Scope of supply:

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SI. no.	Material C ode	Description	Drawing no.	Specifica tion	Qt
1.	9201812201 00	LEVER CASTING(MODIFIED)	32020102187/ 00	A536 65 4 5 12	3(

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**D.** <u>Inspection requirement:</u> Inspection shall be done as per enclosed BHEL standard of plan as per below table:

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SI. n	Material Co de	Description	Drawing no	Specificat ion	Qty	Quality p
1	9201812201 00	LEVER CASTIN G(MODIFIED)	3202010218 7/00	A536 65 4 5 12	300	BHE:IVP:SG 03/R02 data .07.202

**E. Quantity Variation:** Quantity variation of  $\pm$ 10% is applicable for tender items.

In case BHEL releases the purchase order for additional quantity under either quantity tion clause (+10%) or under GeM Option clause, additional delivery period shall be p d for supply of additional quantity as per GeM option clause.

In case the supplier manufactures and supplies, additional quantity under quantity v n clause, no additional delivery period shall be provided. Delivery period shall be as e original contract. This shall supersede the delivery period mentioned in the GeM period order released for additional quantity.

F. Payment Terms:

Following payment terms are to be considered in tender:

Type of bidder	Payment Terms (Number of da ys from receipt and acceptanc e of material)
Micro & Small Enterprises (MS Es)	45
Medium Enterprises	60
Non MSME	90

Due payment against supplies shall be made on 45 <sup>th</sup>/60<sup>th</sup>/90<sup>th</sup> day of material entry dath HEL gate for MSE/Medium/Non MSME suppliers. In case there is shortfall in documents/ncy in material as per the tender terms/purchase orders the same shall be notified by o supplier within 15 days. Payment due date shall be revised considering successful su on of documents/removal of deficiency by supplier.

#### **G.** Performance Security:

# Applicability:

- Performance Security will not be applicable in case the cumulative value of all purc rders placed under the tender on the vendor is less than or equal to Rupees one lakk
- 2. In case total PO value on vendor in one tender enquiry is greater than Rs. h: Successful bidder (L1 or counter-offer accepted) has to submit Performance Secu S) @5% of PO value within 21 days from the date of award of PO. PS shall be valid for riod of one year. This PS will be released to the vendor without interest after two mo eyond the completion of all supplies under the PO.
- Before the release of this PS, vendor has to submit another PS @1% of PO value or 00.00 whichever is higher after two months beyond the completion of all supplies ur e PO. This PS shall be valid for a period of 18 months. This additional PS will be relea

the vendor without interest after expiry of validity upon fulfilment of contractual obli s as per terms of contract.

#### All mentioned values are net of taxes.

Vendor has to submit written request to BHEL for refund of PS well in advance before th date.

In case of non-submission of PS for 5% of contract value, it will amount to breach of con

# Mode of deposit:

Performance security may be furnished in the following forms:

- 1. Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draf tronic Fund Transfer in favour of BHEL.
- 2. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in mpanies Act. The Bank Guarantee format should have the approval of BHEL.
- 3. Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as din the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- 4. Securities available from Indian Post offices such as National Savings Certificates, K ikas Patras etc. (held in the name of Contractor furnishing the security and duly endo hypothecated/ pledged, as applicable, in favour of BHEL).
- 5. Insurance Surety Bond.
- 6. By way of retention from dues available in the form of Bills payable to the supplier t same / other contracts in the same unit.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest ewal of the documents or in any other matter connected therewith).

**Forfeiture of Performance Security:** The performance security will be forfeited a dited to BHEL's account in the event of a breach of contract by the supplier.

#### H. Breach of contract, Remedies and Termination:

In case of breach of contract, a recovery of an amount equivalent to 10% contract shal covered through following modes:

- 1. from dues available in the form of Bills payable to defaulted supplier against the s ontract.
- 2. from the dues payable to defaulted supplier against other contracts in the same R

- Unit /any other region/unit.
- 3. In-case recoveries are not possible with any of the above available options, Legal shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure shall be applied as per provisions of the contract.

#### I. Warrantee and Corresponding Repair / Replacement of Goods

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Goods shall comply with the specifications for material, workmanship and performance. otherwise specified, vendor shall give a warrantee against design & manufacturing defect a period of 18 months from the date of receipt. In case of non-acceptance of this term, be liable for rejection.

If the delivery is found non-compliant during the warranty period, leading to rejection, the er shall arrange free replacement / repair of goods, within one month from the date of ir on. Corresponding quantity shall be treated as unsupplied against respective purchase of the large large

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# अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If an clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as n 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 iss DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exerprovided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category 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 <u>attacher</u> <u>categories</u>, 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 specifyir 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 m
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid ter as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference s 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 te conditions/or any other document. If buyer needs more items along with the main item, the same must be ad through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main cat 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 they can raise their representation against the same by using the Representation window provided in the bid details Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / ¿ rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payme Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Paymen Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take so actions as per GeM Contract.

यह बिंड 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 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 प्राधिकार्र पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Resprocurement 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, any bidder has to undertake compliance of this and any false declaration and non-compliance of be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---