

दिनांक /Dated: 07-08-2025





# बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details				
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-08-2025 12:00:00			
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-08-2025 12:30:00			
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	75 (Days)			
मंत्रालय/राज्य का नाम/ <b>Ministry/State Name</b> Ministry Of Heavy Industries And Public Ente				
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	1			
वस्तु श्रेणी /Item Category	Digital 5MT Hanging Electronic Weighing Scale			
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Digital 5MT hanging electronic weighing Scale			
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Electronic Weighing Scales, Electronic Baby Weighing Scale - RBSK, Digital Weighing Scale (Mother & Child) under POSHAN Abhiyaan, Micro/Semi-Micro/Analytical weighing balance, Electronic Weigh Bridge (Without Civil Work)			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Electronic Weighing Scales			
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, 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			
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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 विवरण/Bid Details			
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं 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			
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 issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as 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			
आवश्यकता/Required	No		
ईपीबीजी विवरण /ePBG Detail			
आवश्यकता/Required	No		
विभाजन/Splitting			
बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.			
एमआईआई खरीद वरीयता/MII Purchase Preference			

एमआईआई खरीद वरीयता/MII Purchase Preference	No	
एमएसई के लिए आरक्षित / Reserved for MSE		
एमएसई के लिए आरक्षित / Reserved for MSE	Yes	

- 1. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
- 2. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. 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  ${\rm H1}$  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:

Confirmation to tender terms - 1754543129.xlsx

#### Digital 5MT Hanging Electronic Weighing Scale (1 pieces)

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<u>Download</u>

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

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Gaurav Singh Gangwar	143422,BHEL, Industrial Valves Plant, Plot No. 433, Industrial Complex Phase-I, Goindwal Sahib	1	60

## 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# Unit rates to be quoted inclusive of all taxes and on F OR BHEL Goindwal basis.

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

<u>Execution Capability</u>: Bidder or its OEM {themselves or through reseller(s)} should h ave supplied at least 01 number of weighing scale of capacity 5MT or higher in the pa st two years (on the date of actual Part-1 bid opening date of tender) – Bidder to sub mit minimum one Purchase order and corresponding Invoice / CRAC\*.

Date of Invoices / CRAC\* upto the date of actual Part-1 bid opening.

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

**Start-ups shall be exempted** from the above experience criteria (PQC sr. no. 1) wi thout any relaxation in quality standards or technical parameters as per D.O. No. 5(4)/2016-BE-I dated 15.02.2017. For claiming Start-Up exemption, vendors have to sub mit DPIIT (Dept. of Promotion of Industry and Internal Trade)/DIPP (Department for Industrial Policy and Promotion) recognition certificates

#### B. Scope of Supply and Specifications:

Scope of supply is supply of goods. Technical specifications of Digital Hanging Electronic Weighing Scale 5 MT are mentioned below:

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SI. no	Parameter	Required specification	
1	Weighing Type	Hanging Electronic Weighing Scale	
2	Capacity	5 MT	
3	Resolution	1000 gms	
4	Display type	LED	
5	Internal Calibration	Yes	
6	Power Requirement	Mains Operated Battery Operated	
7	Power Supply	Single Phase	
8	Back up Type (Min)	12 Hours	
9	Battery Type	Rechargeable	
10	Class of Protection	IP65	
11	Warranty	1 Year	
12	Alarm/Show error for Overload an d Malfunctioning	Yes	
13	NABL accredited Calibration Certi ficate	Required	
14	Government Stamping	Required	

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This item is reserved for MSEs. However, in case no MSE bidder gets tech no commercially qualified, bids of non MSE bidders will be considered.

# c. 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 date at BHEL gate for MSE/Medium/Non MSME suppliers. In case there is shortfall in d ocuments/deficiency in material as per the tender terms/purchase orders the same s hall be notified by BHEL to supplier within 15 days. Payment due date shall be revise d considering successful submission of documents/removal of deficiency by supplier.

- **D.** <u>Performance bank guarantee (PBG):</u> PBG for 3% of value covering the agreed warrant y period has to be furnished by the L1 bidder. PBG can be submitted by the vendor by either of the following two ways:
  - 1. Performance Bank Guarantee (PBG) valid for 1 year of warranty period (with ad ditional 6 months as claim period).
  - 2. Vendor provides acceptance to deduct an amount equivalent to 3% of basic value of supply.

Performance security shall be valid for 1 year of warranty period (with additional 6 months as claim period)

All mentioned values are net of taxes.

Payment will be released only after submission Performance bank guarantee by the supplier.

#### E. <u>Breach of contract, Remedies and Termination:</u>

In case of breach of contract, wherever the value of security instruments like perform ance bank guarantee available with BHEL against the said contract is 10% of the cont ract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered in all or any of the following manners:

- 1. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- 2. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- 3. In-case recoveries are not possible with any of the above available options, Leg al action shall be initiated for recovery against defaulted supplier.

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

#### F. Warranty:

Goods shall comply with the specifications for material, workmanship and performan ce. Unless otherwise specified, vendor shall give a warrantee against design & manuf acturing defects for a period of 12 months from the date of receipt. In case of non-ac ceptance of this term, bid shall be liable for rejection.

#### **G. Treatment of Cases Regarding Conflict of Interest:**

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any p ersonnel of BHEL who are directly or indirectly related to the procurement or executi on process of the contract, which can affect the decision of BHEL directly or indirectly :
- ii) The bidder (or his allied firm) provided services for the need assessment/ procure ment planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferre d. However, if the OEM/ Principal insists on engaging the services of an agent, such a gent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original

Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificat e.

iv) A bidder participates in more than one bid in this tender process. Participation in a ny capacity by a Bidder (including the participation of a Bidder as a partner/ JV memb er or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether for mal or informal with other Bidder{s}, in this regard. This applies in particular to price s, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitabe action shall be taken by BHEL as per extant policies/ guidelines.

It has to be signed by the authorized signatory of the bidder.

#### **H.** Inspection Criteria:

The inspection of below mentioned points will be done at BHEL Main Stores:

#### Visual Inspection:

- a. Physical condition of housing, hook, shackle, display, and protective casing
- b. No rust, dents, or visible mechanical damage.

#### Functional Tests:

- a. Power ON/OFF functionality.
- b. Display clarity and unit conversion functions.
- c. Tare and zero operations.

#### • Load Testing (Accuracy Verification):

- a. Conduct a calibration check using **standard test weights** (preferably traceable to NABL or equivalent).
- b. Load applied at 10%, 50%, and 100% of rated capacity (5 Ton).

#### Repeatability Test:

a. Same load applied multiple times must show consistent readings withi

n accepted error limits.

#### • Overload Protection Test:

a. Verified to withstand up to 120% of rated capacity without permanent deformation or error.

#### • Manufacturer's Calibration Certificate:

- a. Certificate with traceability to NABL standards.
- b. Should not be older than 12 months.

# Annexure-I (Technical Specifications of Digital Hanging Electronic Weighin g Scale 5 MT)

SI. no.	Parameter	Required specif ication	Remarks of bidde r
1	Weighing Type	Hanging Electroni c Weighing Scale	
2. –	Capacity	5 MT	
3. –	Resolution	1000 gms	
4. –	Display type	LED	
5. -	Internal Calibration	Yes	
6. –	Power Requirement	Mains Operated B attery Operated	
7. –	Power Supply	Single Phase	
8	Back up Type (Min)	12 Hours	

9	Battery Type	Rechargeable	
10.	Class of Protection	IP65	
11.	Warranty	1 Year	
12.	Alarm/Show error for Overload and Malf unctioning	Yes	
13. -	NABL accredited Calibration Certificate	Required	
14.	Government Stamping	Required	

Note: Duly filled above mentioned table (Annexure-I) need to be submitted by bidder along wi th the bid.

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#### 3. Generic

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

#### 4. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to 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 Delivery 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 Purchase Order on the Seller.

#### 5. 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.

#### 6. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

BY BHEL OR BHEL APPOINTED TPI AT VENDOR WORKS

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

#### 7. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the 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 premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the 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 on the part of the buyer and shall be regularised without Liquidated Damages.

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

#### 8. 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 the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original 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 up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 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 <u>attached 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 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable 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 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---