



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2023/B/4251266 Dated/दिनांक : 24-11-2023

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-12-2023 17:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-12-2023 17:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo	
Department Name/विभाग का नाम	Department Of Atomic Energy	
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited	
Office Name/कार्यालय का नाम	Kadapa	
Total Quantity/कुल मात्रा	12000	
ltem Category/मद केटेगरी	Title1 , Title2 , Title3 , Title4 , Title5	
BOQ Title/बीओक्यू शीर्षक	spillage cleaning on cubic metre basis	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	7 Lakh (s)	
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	7 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छ्ट	Νο	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,OEM Annual Turnover,Additional Doc 1 (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	
Past Performance/विगत प्रदर्शन	80 %	

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Title1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	2798640
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	27986

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता No		No
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(a). 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./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 बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

DGM Accounts KADAPA, Department of Atomic Energy, URANIUM CORPORATION OF INDIA LIMITED, PMO (Uranium Corporation Of India Limited)

#### Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. 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.

3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.

5. 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.

<u>OM No.1 4 2021 PPD\_dated\_18.05.2023</u> 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.

6. 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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. 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 Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Title1

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Satish Chandra Bitra	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	5000	365

## Title2

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Satish Chandra Bitra	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	3000	365

## Title3

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Satish Chandra Bitra	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	1000	365

## Title4

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Satish Chandra Bitra	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	2000	365

## Title5

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
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BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Satish Chandra Bitra	516349,CHIEF CONTROLLER OF PURCHASE, URANIUM CORPORATION OF INDIA LIMITED, MC PALLE (POST), VEMULA (MANDAL), YSR KADAPA DISTRICT, AP	1000	365

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

## 1. 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **1.** <u>Pre Qualification Criteria:</u>

## A. Experience Criteria

The bidder should have to submit credentials in any one criterion of similar works ("a" or "b" o r "c") during last three years ending last day of the month previous to the one in which tender i s floated to any reputed industry as below:

- a. One similar work order costing not less than the amount equal to 80 % of the estimate d cost (Approximately Rs. **22.38** Lakhs).
- b. Two similar work orders each costing not less than the amount equal to 50 % of the est imated cost (Approximately Rs. **13.99** Lakhs)...
- c. Three similar work orders each costing not less than the amount equal to 40 % of the e stimated cost (Approximately Rs **11.19** Lakhs)...

<u>Note:</u> Similar work means "Execution of spillage/ muck cleaning/Drain cleaning/ de ployment of any manpower to any private /governament industries/organisations."

#### **B.** Financial Criteria

Bidder must have achieved an average minimum financial turnover of Rs. 7 lakhs of last t hree financial years ending on 31.03.2023 (i.e.,2020-21,2021-22 & 2022-23). The bidder sh all submit audited balance sheet , Profit&loss statement of above financial years for calcula ting the Turnover

Tenders received without tender fee & EMD supporting documents are likely to be rejected..

The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get t he benefits of issue of the Tender document free of cost along with EMD (1%) EXEMTION..

The tenders are to be uploaded at <u>www.gem.gov.in</u> only on or before the due date and time fixed f or uploading the bid as mentioned in the NIT. Physical submission of tenders shall not be accepted. Techni cal part only of the offers uploaded will be opened **as per GeM schedule**.by Chairman & Managing D irector or his representative(s) in the presence of Tenderers who may like to be present. The uploaded Pric e parts only of technically qualified tenderers will be opened later on.

Original documents for EMD and tender fees (i.e. Demand drafts) are to be sent in an envelope to reach to Ch.Manager (Admin) department, UCIL, Tummalapalle unit. Please write the Tender number, due date on the envelope. The envelopes are to be received to the same office before the tender opening date & time. Offers without uploading of DD scanned copies for cost of tender document & EMD supporting doc uments shall be liable to rejection.

For Uranium Corporation of India Limited

Sd/-.

# ESSENTIAL TERMS AND CONDITIONS FOR SUBMITTING THE OFFER

 Before submission of tender, the Tenderers are advised to make themsel ves fully conversant with the conditions of tendering, General conditions a nd Special conditions etc. They are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs p rior to quote for the same.

- 2. The Tenderer shall submit his tender strictly in accordance with the tend er specification and terms & conditions laid down in the tender document. No tender will be accepted by Post / Courier.
- 3. By submitting a tender for the work in <a href="www.gem.gov.in">www.gem.gov.in</a>, a Tenderer will be de emed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respect according to the spec ification and other working conditions.
- 4. The Tenderer should mention their Price/ Item rates in figures as well as i n words. In case of any dispute / ambiguity, the price/ rates mentioned in words shall be considered as final. No insertions, postscripts, additions an d alterations shall be recognised unless confirmed by the Tenderer's signature.
- 5. Tender bids (Technical as well as price) shall be submitted strictly in a ma nner asked giving full details / information necessary for assessing their of fer
- 6. Canvassing in any form is strictly prohibited and any Tenderer found to h ave resorted to canvassing or influencing other Tenderer shall be liable to have his tender rejected summarily.
- 7. Tender documents are not transferable.
- 8. The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get the benefits of issue of the Tender document free of cost along with EMD(1%) EXEMTION.

# GENERAL TERMS & CONDITIONS FOR SUBMITTING THE OFFER

# (ANNEXURE-Q)

Pre Qualification Criteria:

#### 2. Pre Qualification Criteria:

## B. Experience Criteria

The bidder should have to submit credentials in any one criterion of similar works ("a" or "b" o r "c") during last three years ending last day of the month previous to the one in which tender i s floated to any reputed industry as below:

- a. One similar work order costing not less than the amount equal to 80 % of the estimate d cost (Approximately Rs. 22.38 Lakhs).
- b. Two similar work orders each costing not less than the amount equal to 50 % of the est imated cost (Approximately Rs. 13.99 Lakhs)...
- c. Three similar work orders each costing not less than the amount equal to 40 % of the e stimated cost (Approximately Rs 11.99 Lakhs)...

<u>Note:</u> Similar work means "Execution of spillage/ muck cleaning/Drain cleaning/ de ployment of manpower to any private /governament industrries/organisations."

#### <u>B</u> Financial Criteria

Bidder must have achieved an average minimum financial turnover of Rs.7 lakhs of last t hree financial years ending on 31.03.2023 (i.e., 2020-21,2021-22&2022-23). The bidder sh all submit audited balance sheet ,Profit&loss statement of above financial years for calcula ting the Turnover

<u>Note</u>:

- 1. By submitting the application the Applicant authorizes UCIL to seek verification on the Information supplied and related matters.
- 2. The Company reserves the right to reject any or all application (s) or cancel the notice at their sole discreti on without assigning any reasons, whatsoever thereof, which shall be final & binding upon the applicants.
- 3. Applicant is liable to be disqualified, even though they meet the prequalification criteria, if they
  - a. Made misleading or false representations, statements and attachments submitted in pr oof of the qualification requirements, and / or
  - b. Record of poor performance such as abandoning the works, not properly completing th e supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.

#### (2) Submission and opening of Tender:-

Tender / quotation / bid shall be submitted in a manner asked strictly in accordance with the tende r terms & conditions laid down in the Enquiry / Tender document giving full details necessary for assessing their offer. Canvassing in any form is strictly prohibited and disqualifies the tenderer for the tender submitt ed for. Tenders submitted without EMD /tender document fee will be summarily rejected. If any of the date under this contract is declared holiday, the event scheduled on that day will be automatically shifted on th e next working day? Tender should be uploaded through on-line in two parts as given below at UCIL e-proc urement site <u>http:/gem.gov.in</u>.

In addition to PRE-QUALIFICATION CRITERIA (PQC) of tenderers, bidder shall als o upload the following documents at <u>www.gem.gov.in</u> along with tender document: ( to be uploaded with the technical part of the tender document.

- i) List of Documents to be uploaded in Part I (Technical and Commercial part)
  - a) Tenderer's covering letter ( covering letter shall also contain name, Email i d, Phone No., Mobile No., residential address and place of business of perso n or persons submitting the tender etc.)
  - b) Document proof showing deposit of EMD & Tender Fee.
  - c) Document proof of Cost of tender document(if applicable)
  - d) Self authorized complete NIT tender document.
  - e) Copy of PAN registration.
  - f) GST registration copy.
  - g) Documentary proof in support of past experience of the Tenderer in similar nature of job along with Work order. (Optional)
  - h) Blank (UN priced) priced bid Performa
  - i) Other document as may be required to be submitted along with the tender in accordance with Technical Specification, Special Conditions, Conditions a nd any other clause of NIT.

Tender Document Any deviation from the tender shall be clearly mentioned in the Part-I (Techno Commercial Bid) under the heading "Deviation".

Original documents for tender fees (i.e. Demand drafts) are to be sent in an envelope to reach to Chi Manager (Admin) department, UCIL, Tummalapalle unit. Please write the Tender number, due date or he envelope. These envelopes are to be received to the same office before the tender opening date & me failing which the tender will be disqualified.

The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get the benefits of issue of the Tender document free of cost along with EMD (1%) EXEMTION...

- ii) List of Documents to be uploaded in Part-II (Price part)
  - a) Filled in Schedule of quantities with rates inclusive of all taxes including Service Tax / G.S.T, P.F., Bonus, cost of safety appliances, insurance, me dical and other miscellaneous overhead expenditures in www.gem.gov.i n
- **3.** Bid Rejection Criteria:
  - a) Following bids shall be categorically rejected:
    - i) The bids received after Tender closing date and time.
    - ii) The bids received without Tender fee and EMD
  - b) Following may render the bids liable for Rejection.
    - i) Bidder's failure to submit sufficient or complete details for evaluation of the bids withi n the given period.
    - ii) Bids with technical requirements and or terms not acceptable to UCIL.
    - iii) Validity period indicated by bidders is shorter than that specified in the tender enquiry
- 4. The Bid Security will be forfeited:
  - a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent exten sion) specified by the Bidder on the Bid Form, or
  - b) If a Successful Bidder fails:

- i) To sign the contract within reasonable time and within the period of bid validity, and /or,
- ii) To furnish Performance Security.
- c) If the Bidder furnished fraudulent document/information in their bid.

#### 5. Furnishing fraudulent information / document:

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / inf ormation, the Bid Security / Performance Security shall be forfeited and the bidder /contractor shal I be debarred for a period of two (02) years from the date of detection of such fraudulent act, besi des legal action.

#### (7) Taxes & Duties:-

All Taxes including GST, service taxes, royalties, duties, octroi etc. and other taxes for execution th e contract are to be specified clearly with in figures (or %) in the price bid. The final quoted rate sh ould be inclusive of service tax /GST applicable at the time of tender submission.

The entire amount of service tax/GST will be recovered from the RA bill & deposited directl y by UCIL, if applicable.

Any new taxes imposed by Govt/statutory authority during the contract or any increase of the exis ting taxes at any stage during execution of the contract shall be reimbursed to the contractor on p roduction of documentary evidence. Offers with price variation clause will be out rightly rejected.

#### (8)

The units registered under "Single Point Registration Scheme of NSIC"/ "MSME" are eligible to get the enefits of issue of the Tender document free of cost along with EMD(1%) EXEMTION.

#### (9) SECURITY DEPOSIT:

The Amount of Security Deposit shall be 10% of the awarded value of work. Fifty percent of this amou shall have to be deposited as initial security deposit at the time of execution of agreement including t amount deposited as Earnest Money.

In addition to the above, further amount to the extent of the 1.5% of awarded value of the work will t deducted from the running account bills by way of percentage deductions. Such percentage deduction hall @1.5% of the running account bills till the full amount of security deposit is realised / retained by e corporation.

Failure in carry out the awarded work shall entail forfeiture of the security deposit. Security deposit we be refunded without any interest on written request in duplicate to the Engineer-In-Charge after three months of satisfactory completion of the work order. This will be released after successful completion the work and taking over & on submission of PBG till defect liability period.

#### (10) BANK GUARANTEE: Not applicable.

#### (11) AGREED LIQUIDATED DAMAGE:

Time shall be the essence of the contract. If successful Tenderer fails to execute the order within the greed stipulated schedule until failing to provide the site by the UCIL representatives, he shall be liab to pay agreed liquidated damages a sum @  $\frac{1}{2}$  % of the order value per week or part thereof of delay bject to a maximum of 5%. In case of delay beyond 10 weeks, UCIL reserves the right to cancel the c er and get the balance work/procurement done through any other agency at your risk and cost.

- (12) PERFORMANCE BANK GUARANTEE/DEFECT LIABILITY PERIOD: Not applicable
- (13) PAYMENT TERMS:
  - Bill (s) will be paid as through Running "RA bills" as mentioned in claus

- e "Bills" of the Scope of Work of contract document.
- Payment will be released after satisfactory completion of the work in all respect and certification by the Engineer-in-charge, UCIL within 30 days of submission of clear bill in triplicate along with tenderer's letter head. Contractor shall mention actual date of commencement of the work in t heir bill (s).

## (15) VALIDITY OF OFFER:

The offer should remain valid for a minimum period of Six months/180 Days from the date of opening of the tender. The tenderers shall not be allowed to increase, amend or withdraw his te nder within this period and if he does so, his bid will be liable to cancel/ reject/ Bidder may be susp ended from being eligible for bidding in any contract with the M/s.UCIL as per Bid security declarat ion..

#### (16) PERIOD OF CONTRACT:

The contract period shall remain valid for 12 months from the date of actual commence ment of work. Since these jobs have to perform as and when required basis, the bidder should be a lways available to contract for Engineer In charge of UCIL for his instructions to carry out the work smoothly. However, date of work or inspection to be done shall be fixed by UCIL.

#### (17). EXTENSION OF CONTRACT:

The contract period may also be extended up to three months beyond the stipulated contr act period, if so deemed fit by UCIL and agreed by the Contractor . If so happens contractor shall h ave to work on the same terms & conditions and price of the contract without any escalation.

#### (18). VARIATION IN QUANTITY OF ITEMS:

Variation in quantity of items mentioned under scope of work: The quantities mentioned against individual items are tentative. The actual quantities of individual items more vary (from those indicated in the tender documents due to actual conditions of the site or due to other easons) to any extent, keeping the actual value of total work done well within  $\pm$  10% on the contrasisum or work order value. The contractor shall carry out all work up to total variations of  $\pm$  10% on the contract sum or work order value and all tendered rates shall remain firm within this limit. Any individual item may vary to any extent and be excluded altogether.

(19) Subletting of contract:

Subletting of the contract in any form is not allowed.

# **GENERAL CONDITIONS OF CONTRACT**

- 1. <u>Nature of Tender</u>:- Two Part tender
- 2. <u>Working Hours</u>: From 8.00 AM to 5.00 PM on all working days (excluding Sund ay & Holidays). However, contractor shall be allowed to work beyond 5.00 PM depending upon the urgency but only after obtaining permission from the Engi neer-In-charge, UCIL. No extra claims shall be entertained for working beyond

duty hours in such urgency.

- 3. <u>Commencement of work : -</u> Work have to commence completely based on the instructions of Engineer-In-Charge, which will be intimated to bidder a day bef ore based on the plant requirement as and when required. Contractor will hav e to report to the Engineer In charge, UCIL immediately on receipt of work orde r for further instructions for carrying out the job. A letter duly signed under con tractor's official seal as a token of acceptance of all terms & conditions of work order must reach in the office within week days of receipt of the order. The wor k order no. & date as well as name of work must be quoted in all corresponden ces.
- 4. <u>Payment Terms</u>:- Bill (s) will be paid as mentioned in clause "payment terms" of the general terms and Conditions etc. of contract document.

Payment will be released after satisfactory completion of the work in all respec t and certification by the Engineer-in-charge, UCIL within 30 days of submissio n of clear bill in triplicate along with tenderer's letter head. Contractor shall m ention actual date of commencement of the work in their bill (s).

- 5. <u>Work Measurement & Inspection / Work Instructions</u> :- It is to be done jointly as per schedule of items & scope of work, etc. by the Engineer-Incharge, UCIL and the Contractor. The measurement thus taken will be final and acceptable t o both parties. Time to time detailed work instructions will be given by the Eng ineer –in-charge, UCIL.
- 6. <u>Jurisdiction / Dispute</u>: Any action / dispute arisen out of or from this work orde r shall be subject to the jurisdiction of court of law at HYDERABAD only, irrespe ctive of anything to the contrary mentioned in the tender / quotation. Any sta tutory obligation has to be made by the contractor. Tenderer will extend all he lp.
- 7. <u>PENALTY CLAUSE</u>: The work shall be executed strictly as per the requirement of UCIL as detailed in the scope of work. The agency shall by responsible for pr oviding timely and uninterrupted services. Failure to complete the work as per requirement shall attract deduction of a predetermined amount from the contr actor as given below from RA bill. i.e... The Corporation reserves the right to i mpose penalty / liquidated damage @ 1 % on daily cost for delay per every da y maximum upto 5% on the daily rate between the time of initiation and actua I date of written intimation. OR

If contractor fails to clean the spillage

1. Below 850  ${\rm M}^3$  /Month ,  $\pm\,$  1% RA bill amount will be deducted without any in formation.

2. Below 750  $M^3$  /Month , : 2% RA bill amount will be deducted without any in formation.

3. Below 650  $\rm M^3$  /Month , : 4% RA bill amount will be deducted without any in formation.

4. Below 400M<sup>3</sup> /Month : work order shall be cancelled

- 8. <u>Force Majeure</u>: In case of closure / breakdown / strike / lockout or any ot her causes beyond control of the corporation preventing normal operation, the corporation shall be at liberty to extend the time for completion or cancel the o rder without any financial liability whatsoever.
- 9. <u>Termination of Contract</u>: The performance of the contractor will be reviewed after 45 days from the date of actual commencement of the work at site and if found unsatisfactory, UCIL reserves the right to terminate

the contract with 15 (fifteen) days notice as per discretion of UCIL without assigning any reasons whatsoev er. Further, UCIL also reserves the right to terminate the contract at any point of time with 15 days notice as per the discretion of UCIL without assigning any reason.

- 10. Safety Rules & Regulations for contractor's employees:- UCIL's Safety Rules & Regulations for contractor's employees as given in the Annexure-R2 will be co mplied strictly during the execution of various works at site. Contractor shall e nsure the use of safety appliances during the work at site. Contractor will take full safety measures and arrange the necessary safety gadgets / appliances, to ols & tackles, helmet, gumboot, safety belt, shock proof shoe, safety suit / unif orm, goggles, gloves, apron, ladders, bamboos, rope, machineries, scaffolding, etc required for the work by their own so as to ensure that no damage, loss or i njury to corporation's personnel, contractors' personnel, third party or equipm ent are caused due to the work being carried out by contractor. UCIL shall not provide any safety appliances and tools & tackles under any circumstances. Co ntractor has to follow the Safety Rules & Regulations as per Indian Electricity R ules to do the electrical works. Contractor must report in writing (duplicat e) to the Engineer-In-charge or Safety Officer (Mill) - UCIL immediately on beco ming aware of any accident at their site.
- <u>Safe Transportation / Storage of Materials</u>: Contractor will have to make their own arrangement for to and fro transportation of material and machine, etc. including loading and unloading at their own expenses/ risk under this contract. Contractor will also be responsible for safe keeping of materials at their own cost issued by UCIL either free of cost or chargeable basis.
- 12. <u>Insurance</u>:- The contractor shall ensure & maintain insurance against his liabili ty for accident or injury to workmen or Equipments deployed for the work and shall submit two copies of the policy & receipts of premiums paid or satisfactor y evidence of insurance coverage at their own cost valid for whole working / co ntract period at a time for all the persons to be engaged to the Engineer Incha rge, UCIL before the commencement of work. Contractor shall also submit the proof of the renewal of the same policy at least two days before the expiry dat e of the previous policy to the Engineer Incharge-UCIL. *The contractor will not be allowed to carry out any activity without necessary insurance coverage* (me ntioning working height depend upon the job requirements and as per insuran ce rules) of their persons. Insurance policy shall also indemnify UCIL against an y claim raised by the injured / affected workmen or his family.
- 13. <u>Temporary work closure</u>: If the work site is required to be suspended for so me days / period because of any reason, contractor may close the site tempor arily under written intimation *in triplicate* to the Engineer-Incharge, UCIL. Duri ng the above period, the contractor will be in touch with the Engineer Incharge UCIL for further instructions, if any. No extra claim against any idling of c ontractor's site crew / staff & machineries, etc. will be entertained.
- 14. <u>Material (s) Supply by UCIL and Contractor</u>: The Corporation will not provide any accommodation, tools and tackles, men, material, machineries, transport, etc. for this work. No facility / supply other than mentioned in special condition s, scope of work and schedule of items will be provided by UCIL as free or on c hargeable basis. If *Any other materials / facilities that are not covered under th is tender but are required to complete the work, will have to be arranged by th e contractor / party at their own expense. No extra claim shall be entertained against the materials that are not covered under this contract. But* contractor s hall submit free samples (materials) for approval, if required and materials app roved by the Engineer Incharge, UCIL shall only be used. UCIL reserves the rig ht to reject goods which are not as per specification and in case of rejection co

ntractor shall have to replace material free of cost. Any deviation from the ten der shall be clearly mentioned in the Part-I (Techno Commercial Bid) under the heading "Deviation".

- Welfare and Health of Contract Labour :- The contractor shall have to provide the facilities under the provision of "Contract Labour (Regulation and Abolition) Act, 1970 – Section – 16,17,18 and 19,Chapter -V, Welfare and Health of Cont ract Labour".
- 16. <u>Contract Agreement</u>: Contract Agreement should be executed in prescribed f ormat on a non-judicial stamped paper before commencement of work within *o ne week* from the date of issue of work order / L.O.I. However, no payment will be made without execution of contract agreement.
- 17. <u>Indemnity:</u> Contractor will fully indemnify the corporation against all responsibility and whatsoeve r arising out of accident/injury to contractor's workmen, third party or to corporation's personnel a nd properties
- 18. <u>Visit of Site and Locality prior to quote rate (s)</u> :- Before submission of tender , the tenderers are advised to make themselves fully conversant with the SCHE DULE OF ITEMS, SCOPE OF WORK, SPECIAL CONDITIONS, GENERAL CONDITIO NS OF CONTRACT, (LABOURERS) & (SAFETY OF CONTRACTOR'S EMPLOYEES), if any. They are also advised to physically visit the site to understand the site working conditions, nature of jobs prior to quote for the same. Also requested t o inspect the site and equipments covered under present tender etc.
- 19. <u>Rate (s) in figures and words</u> :- The tenderer should mention their price / item rates as per gem forma only
- 20. Taxes & Duties :-

All Taxes including GST, service tax, royalties, duties, octroi etc. and other taxes for execution the contract are to be specified clearly with in figures (or %) in the price bid. The final quoted rate sho uld be inclusive of service tax /GST applicable at the time of tender submission.

The entire amount of service tax/GST will be recovered from the RA bill & deposited directl y by UCIL, if applicable.

Any new taxes imposed by Govt/statutory authority during the contract or any increase of the exis ting taxes at any stage during execution of the contract shall be reimbursed to the contractor on p roduction of documentary evidence. Offers with price variation clause will be out rightly rejected.

- 21. <u>Variation in Quantity of items</u>: The quantity mentioned under the "schedule of item (s)" of this tender is tentative. The actual quantity may vary from that indicated in the tender document due to actual conditions of the site or due to other reasons. The contractor shall carry out all additional work upto the total variation of  $\pm$  10 % of the awarded value. The other terms & conditions and ra tes shall remain firm within this limit.
- 22. <u>Training, etc.</u>:- Contractor shall have to deploy the vehicle with good condition along with experienced driver. And bidder has to provide the vehicle as per dir ection of the Engineer-In-charge.
- 23. <u>Documents not transferable</u>: Tender documents are not transferable. These t ender documents are the property of corporation. Contractor shall keep one co py of the documents at the site in good order and same shall be available for i nspection and use by the Engineer Incharge, his representative or by other ins pecting officer. None of these documents shall be used by the contractor for an y purpose other than that of this contract.
- 24. <u>Award of Contract: -</u> The Corporation reserves the right to accept or reject any or all tender either in full or part or to split up the work, if necessary, without assigning any reasons therefore.
- 25. <u>Medical facilities</u>: The contractor shall be fully responsible for any first aid / e mergency treatment or serious medical treatment to his employees. UCIL will

provide medical facilities on chargeable basis to contractor's employees.

- 26. <u>Security Rules & Regulations and Entry Passes</u>: The contractor will have to s ubmit the details of the persons to be employed for this work within two days o f award of work. The contractor will be allowed to start the work only after sub mission of the details in prescribed verification forms (in duplicate) along with f our nos. passport size photograph for each labourer separately to the Compete nt Authority, UCIL. Contractor will make necessary Entry Passes from concerne d officials of SPF Unit, UCIL sufficiently in advance. Contractor shall strictly abi de by the prevailing security rules and regulations and also to be enforced by UCIL time to time. Entry to the works premises is strictly restricted and only bo nafide pass (permission) holders are allowed.
- 27. Labour Acts & Rules :-

The contractor shall ( in respect of labourers employed by him) strictly compl y with provisions of the following Act & Rules made there under in regard to all matters provided therein or any modifications thereof or any other law relating thereto from time to time.

- i) Workmen Compensation Act-1923,
- ii) Payment of wages Act-1936
- iii) Employees Liability Act,1938
- iv) Industrial Dispute Act,1947
- v) Minimum Wages Act,1948
- vi) Employees State Insurance Act, 1948
- vii) Mines Act, 1952
- viii) EPF & MP Act, 1952
- ix) Contract Labour (Regulations & Abolition) Act, 1970
- x) All statutory provisions of Atomic Energy Regulatory Board
  - 28. Labour Employment Conditions for executing work: As given in clauses 1 to 13 in Annexure-R1.

# Labour Employment Conditions for executing work: (As given as clauses 1 to 12 and 1.1.1 to 1.1.2 in ANNEXURE-AA)

# ANNEXURE - R1

# LABOUR

1.The contractor shall employ labour in sufficient number to maintain require d rate of progress and of quality to ensure workmanship of the degree spe cified in the contract and to the satisfaction of the Engineer – in -charge. T he contractor shall not employ in connection with the works any person w ho has not attained the age of eighteen years.Police verification certificate (NOC) of the persons must be submitted prior to engaging them work for issuance of gate pass.

- 2. Contractors should employ only the persons with established identity.
- 3. Asst. Commandant, SPF will issue temporary identity cards to persons actu ally engaged in the work and may exercise checks as considered necessar y to ensure that strangers are not permitted inside the work premises. Con tractors are required to surrender the identity cards on completion of job to Asst. Commandant, SPF who will issue clearance certificate.
- 4. The contractor shall furnish to the Engineer-in-charge at the interval menti oned in schedule – F, a distribution return of the number description by tra des of work people employed on the works. The contractor shall also submi t on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge a true state ment showing in respect of second half of the preceding month and the firs t half of current month
  - i. the accident that occurred during the said fortnight showing the circ umstances under which they happened and the extent of damage a nd injury caused by them and
  - ii. The number of female workers who have been allowed Maternity Be nefit as provided in the Maternity Benefit Act 1961 or rules made th ere under and the amount paid to them.
- 5. The contractor shall pay to labour employed by him wages not less than fai r wages as defined in the Contract Labour (Regulation & Abolition) Act 197 0 and rules made there under. Contractor shall have to payment the labour wages through Bank Account and submit the documentary proof for the sa me at the time of raising of RA bills with wage slip

The contractor shall in respect of labour employed by him comply with or cause to be complied with the Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under in regard to all matters provided therein. Monthly R/A bill to be paid based on work progress. Before submission of RA bill contractor should make payment the labour minimum wages, EPF, Bonus to the workers deployed by him. Otherwise bill will not be processed.

- 6. The contractor shall comply with the provisions of the payment of Wages A ct 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workme n's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefi t Act 1961, and Mines Act 1952 or any modifications thereof or any other la w relating thereto and rules made there under from time to time.
- 7. The contractor shall be liable to pay his contribution and the employee's c

ontribution to the Employees State Insurance Scheme in respect of all labo ur employed by him for the execution of the contract, in accordance with t he provision "The Employees State Insurance Act 1948 as amended from ti me to time and as applicable in this case. In case the contractor fails to su bmit full details of his account of labour employed and the contribution pay able, the Engineer in charge shall recover from the running bills of the cont ractor an amount of contribution as assessed by him. The amount so recov ered shall be adjusted against the actual contribution payable under Emplo yees State Insurance Scheme.

- 8. The Engineer in charge shall on a report having been made by an inspectio n staff as defined under the Contract Labour (Regulation & Abolition) Act 1 970, and rules made there under have the power to deduct from the mone y due to the contractor any sum required or estimated to be required for m aking the good the loss suffered by a worker or workers by reason of non fulfilment of the conditions of the contract for the benefit of workers, nonpayment of wages or of deductions made from his or their wages which are not justified by the contract or non – observance of the said Act.
- 9. The contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Aboli tion )Act 1970, and the rules made there under without prejudice to his rig ht to claim indemnity from his sub-contractors.
- 10. In the event of the contractor committing a default or breach of any of the provisions of aforesaid Act and Rules made there under / amended from ti me to time, or furnishing any information or submitting or filling any Forms / Register / Slip under the provisions of the law which is materially incorrec t, then on the report of the Inspecting Officer, he contractor shall without p rejudice pay to the Corporation a sum not exceeding liabilities for such def aults including liquidated damages etc. for every default, breach or furnishi ng, making, submitting, filling materially incorrect statement as may be fix ed by the Labour Department and the contractor should indemnify the Cor poration against all such liabilities.

# MODEL RULES FOR LABOUR WELFARE:

1.1.1 The Contractor shall at his own expenses comply with or cause to be com plied with Model Rules for Labour Welfare as provided under the rules fra med by the appropriate Government from time to time for protection of h ealth and making sanitary arrangements for workers directly or indirectly on the works. In case the contractor fails to make arrangements as afores aid, the Engineer in charge shall be entitled to do so and recover the cost thereof from the Contractor.

1.1.2 Failure to comply with Model Rules for Labour Welfare, Safety Code or th e provisions relating to report on accidents and to grant Maternity Benefit to Female workers shall make the contractor liable to the Corporation as li quidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The Decision of the Engineer in charge in s uch matters based on reports from the Inspecting Officers shall be final a nd binding and deducting officers shall be final and binding and deduction s for recovery of such liquidated damages may be from any amount paya ble to the contractor.

#### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

## Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.
- 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.

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.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम लिविदा 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।

---Thank You/धन्यवाद---