

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	30-01-2026 15:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	30-01-2026 15:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	90 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Housing & Urban Affairs (mohua)
<b>विभाग का नाम/Department Name</b>	Na
<b>संगठन का नाम/Organisation Name</b>	Kochi Metro Rail Limited
<b>कार्यालय का नाम/Office Name</b>	Kochi Metro Rail Limited
<b>कुल मात्रा/Total Quantity</b>	30
<b>वस्तु श्रेणी /Item Category</b>	Joggled Fish Plate , J Clamp suitable for ballastless track
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	J Clamp suitable for ballastless track
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	personal safety kit reflective luminous garments, Machine Planer (Wood Planer)
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Elastic Rail Clip</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>बिड विवरण/Bid Details</b>	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>	J Clamp suitable for ballastless track
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
अनुमानित बिड मूल्य / <b>Estimated Bid Value</b>	180540
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Item wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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

2. 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.

#### मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	99120	Joggled Fish Plate	10
Schedule 2	81420	J Clamp Suitable For Ballastless Track	20

#### Joggled Fish Plate ( 10 set )

**तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**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
1	Akhil P. A	683106,DCO Stores, Muttom depot KMRL, Aluva	10	45

**J Clamp Suitable For Ballastless Track ( 20 set )****तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**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
1	Akhil P. A	683106,DCO Stores, Muttom depot KMRL, Aluva	20	45

**Buyer added Bid Specific Additional Scope of Work**

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Annexure-1 Detailed Technical Specification <a href="#">View</a>	Detailed Technical Specification	J Clamp Suitable For Ballastless Track(20)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

### 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 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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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.

### 2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Bidders are to carefully go through the terms and conditions and the techno commercial specification of the items for which offers are called for. Upon submission of offer, it is presumed that the scope of work/ supply has been completely understood by the bidder and quoted accordingly. Bidders cannot claim ignorance of any aspect of work after submission of the offer.

#### **Buyer added bid specific ATC are as follows;**

##### **1. General**

a) Bid and all other related documents are to be submitted in English. Supporting documents, which are in other languages, should be translated in English and submitted along with copies of the original.

b) The intending Bidders must read the Scope of work/supply/RFP carefully and should only submit his Bid if he considers himself eligible and he is in possession of all the documents required.

c) If the Tenderer is a firm or company, the tender documents to be submitted by the authorized signatory of the firm/company.

d) On the due date of opening, the tender will be opened online.

e) Further, corrigendum/ addendum, if any, issued to the Tender /bid document, shall only be made available at GeM portal.

f) If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Bid

g) The quoted line items shall be in accordance with the Bureau of Indian Standards as per MoHUA notification No.V-11/15/2020-BIS dated 01.02.2021 (if applicable)

h) Public Procurement (Preference to Make in India) order 2017 and subsequent revisions will be applicable..

i) Bidders black listed/ordered for blacklisting by Govt. of Kerala/India or KMRL cannot be considered.

##### **2. Terms of Price**

a) The tenderers should quote their lowest possible price on DDP KMRL basis (Incoterms 2020)

b)The bidders should quote the price for door delivery inclusive of GST, all other applicable taxes, duties, Transit insurance, packing, forwarding, freight charges, loading & unloading charges if applicable.

c)The prices quoted should be firm and not subject to any variation, unless specified in the tender documents. Any deviation in this aspect may make the offer liable to be ignored.

d)The tax liability as per GST Act rests with the contractor, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc shall be cleared before offering of rates.

e)Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.

### **3. Clarifications**

Please note that queries related to enquiry specifications, terms & conditions etc. should be submitted 07 days before the bid submission end date of the tender through GeM portal only. M/s. Kochi Metro Rail Ltd (KMRL), at its sole discretion, may not entertain the queries sent by post/fax/emails or through any other mode of communication. The KMRL will publish the reply to all such queries as corrigendum if required.

### **4.Payment term**

The payment after all statutory deductions and retention if any for the items supplied will be made against the submission of following;

a) Tax Invoice

b) Acceptance of item by the purchaser/ consignee/work completion certificate duly signed by KMRL officer.

c) Warranty certificate (if applicable)

d) Any other relevant documents

*Special Note: No advance payment will be made. In the case of MSME bidders, payments shall be released within 45 days from the date of acceptance of the goods or successful completion of the work, as applicable by KMRL.*

Successful bidders should upload their tax invoice in GeM portal at the time of supply.

### **5.Submission of Invoice**

a)Invoice should be submitted in duplicate, after completion of supply/work against supply/work order. Invoice should contain bank details, name of the bank, Branch, IFSC code, PAN details, HSN code and KMRL GST No. 32AAECK5274H1ZL and must be addressed to KOCHI METRO RAIL LIMITED, OCC, KMRL, MUTTOM, ALUVA -683106

b)Invoices submitted by successful bidders should be E invoices (i.e, Invoices electronically uploaded and authenticated with a unique IRN and digitally signed QR code). In case E invoicing is not applicable, e-Invoice exemption declaration form shall be submitted by vendor along with invoice. If the above mentioned form cannot be filed due to non-enablement of e-invoicing as turnover is less than 5 Cr., proof of the same shall be submitted along with invoice.

c)The GSTIN of Kochi Metro Rail Ltd is 32AAECK5274H1ZL

d)While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

e)GST at actuals shall be paid on the quoted base value as per GST law in India after submit

ssion of appropriate GST invoices with GSTIN of the bidder and GSTIN of Kochi Metro Rail Ltd - 32AAECK5274H1ZL

f) Under GST law the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KMRL incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing / uploading of data/submissions of documents etc in time then all such liability including the input credit of the GST lost by KMRL and the penalties and interest incurred by KMRL would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to KMRL or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.

g) Invoice as per GST Act should be furnished prior to every running account/final bills.

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

### **6. Liquidated Damages**

If the Seller/Contractor/Service provider fails to supply the items/complete the work/service within the stipulated time in the purchase order/work order/LoA and/or contract, the Seller/Contractor/Service provider shall pay KMRL in terms of late delivery fee 0.5% of value of delayed goods/work/service per week of delay subject to maximum 10% of the value of such goods/work/service. For avoidance of doubt, the L.D will be calculated on pro rata basis for the no. of days of delay for the delayed goods/work/service. Any delay happened from KMRL will be excluded for the calculation of L.D

### **7. Delivery period**

Delivery of goods to be done within 45 days from the date of issue of GeM contract.

### **8. Repeat Order Clause**

The Contract will have Repeat Order Clause, wherein KMRL can order under the contract within six months from the date of completion of supply under the original PO. The Repeat Order will have rates on not exceeding basis while the terms and conditions will remain unchanged. It will be entirely the discretion of KMRL to exercise the Repeat order or not

### **9. Rejection of Materials/items/ equipment**

Materials/items/ equipment supplied shall be new, unused and the specifications in line with the purchase order/contract issued by KMRL. In case of any rejection of material due to poor quality/ faulty design/ transit damages, vendors shall take back rejected products immediately within 07 days after receiving the intimation from KMRL and the rejected item to be replaced with new product/ rectified product immediately at vendor's expense, including all freight costs. Payment will be released only after the successful replacement of the rejected materials/items by the vendor. In case of any fail in collecting the rejected items from KMRL store within 30 days, from the date of receipt of Rejection intimation from KMRL, item will be scrapped without any further intimation.

### **10. Deviations**

Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.

### **11. Documents submitted along with technical bid**

- a) Checklist as per Appendix 1 of buyer added ATC.
- b) Company Profile/Bidder Information as per Appendix 2 of buyer added ATC document.
- c) Compliance of specifications and all the terms and conditions of the bid document as per Appendix d) Compliance to Annexure-1 Detailed technical specification
- d) Drawing / catalogue of offered products
- e) Any other documents related to this tender

## **12. Force Majeure**

In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (Employer/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.

## **13. Dispute Resolution and Jurisdiction of Courts:**

Any dispute which may emanate from the contract shall be settled amicably through mediation/ conciliation. Whenever recourse to a Court is warranted, Courts at Ernakulam shall have the exclusive jurisdiction to try all disputes between the parties.

## **14. Determination of Responsiveness:**

Bid of those tenderers shall be considered as non-responsive & shall be rejected (post clarification if any) if:

- a) The quoted item fails to meet the specified technical requirements.
- b) Non-submission of documents as per clause 11 (clause of documents to be submitted) of Buyer uploaded ATC document.

## **15. The bidder shall quote their offer as follows:**

- a) For Joggled Fish Plate, the bidder shall quote the unit rate for 1 Set (2 Nos). The total rate shall be for 10 Sets (20 Nos.)
- b) For J Clamp for ballastless track, the bidder shall quote the unit rate for 1 Set (2 Nos). The total rate shall be for 20 Sets (40 Nos.)

### **3. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate**

**action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions.](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**