

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687707191785

अनुबंध तिथि | Generated Date : 12-Sep-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4722856](#)

अनुसूची नाम | Schedule Name: Schedule 3

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : Bharat Coking Coal Limited कार्यालय क्षेत्र Office Zone : BCCL Dhanbad Jharkhand	पद Designation : Assistant Manager8 संपर्क नंबर Contact No. : 62872-42898- ईमेल आईडी Email ID : buyer8.bccl.dhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DT (P&P), BCCL वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: DT (P&P), BCCL	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Manager ईमेल आईडी Email ID : pay8.bccl.dhn@gembuyer.in जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 21 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)

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 916B190000918383 कंपनी का नाम Company Name : FLOWMORE LIMITED संपर्क नंबर Contact No. : 09313980436 ईमेल आईडी Email ID : corporate@flowmoregroup.com पता Address : (Unit II) 28A-A1, Site IV, Industrial Area, Sahibabad, Ghaziabad, UTTAR PRADESH-201010, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 09AAACF0876E1ZR (B), (M), 06AAACF0876E1ZX (S), 27AAACF0876E1ZT (G), 09AAACF0876E1ZR (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : FLOWMORE HORIZONTAL PUMP-4722856 ब्रांड Brand : FLOWMORE ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : FLOWMORE HORIZONTAL PUMP-4722856 (Q3) मॉडल Model: FLOWMORE HORIZONTAL PUMP-4722856 एचएसएन कोड HSN Code: 84137010	1	set	5,192,323	NA	5,192,323
कुल ऑर्डर मूल्य Total Order Value (in INR)						5,192,323

परोक्ष विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दैनिक के बाद डिलीवरी शुरू करना है Delivery Start	वितरण पूरा कब तक करना है Delivery To Be

					After	Completed By
1	पद Designation :- ईमेल आईडी Email ID : con1.bccl.jh@gembuyer.in संपर्क Contact : 90316-66224- जीएसटीआईएन GSTIN : 20AAACB7934MFZB पता Address : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., Dhanbad, JHARKHAND-828101, India	FLOWMORE HORIZONTAL PUMP- 4722856	-	1	12-Sep-2024	10-Jan-2025

Product Specification for FLOWMORE HORIZONTAL PUMP-4722856

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/18/67/141/CatalogAttrs/SpecificationDocument/2024/3/15/2024_03_15_19_37_45_gem-bidding-6158271_2024-03-15-19-37-48_aaaff9fbd66f05132fbed9f2cdb22cbd.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10863912/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/29/3-2000_gpm_horz_pump_2024-02-29-17-03-55_ae83d56c7e125542d68f679a5049d673.pdf
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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Scope of Supply:

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

2.2 Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2.3 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.4 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.5 Generic

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

2.6 Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

AS PER BUYER SPECIFICATION

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2.7 Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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.

2.8 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.

2.9 Warranty:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.10 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT COKING COAL LIMITED
payable at
DHANBAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.11 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT COKING COAL LIMITED
Account No.
10976596836
IFSC Code
SBIN0000066
Bank Name
State Bank of India
Branch address
Bank More, Dhanbad

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.12 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):

N/A

Post Receipt Inspection at consignee site before acceptance of stores:
GM(E&M) I/C or his authorized representative

2.13 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.

2.14 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.15 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(A) Satisfactory Performance: The PO copy shall be supported by satisfactory Performance certificate. issued by respective Buyer Organization. However Considering the practical difficulties in obtaining the Performance Reports in cases where provenness of the offered product is being ascertained on the basis of supply made in other subsidiaries of CIL or other PSUs/Govt Department/Private Organizations, the bidder shall submit a self-certificate in the following format along with proof of payment against the Purchase Order/ Rate Contract add commissioning certificates (in case of equipment, P&M etc. where erection & commissioning is required): "The items covered in the purchase order/ rate contract(s) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of the respective purchase order/ rate contract(s) and all the complaints lodged by the purchaser, if any, have been attended to and no complaints/ claims are pending".

Note: Satisfactory performance certificate of the offered item with same or higher specification, for at least 1 year from the date of commissioning, issued by respective Buyer Organization for the above Orders shall be uploaded with bid. Higher Specification shall be accessed based on multiplication of Head (m) and Discharge (m³/hr) of Pumps higher than the tendered item.

(B) Exemption from Experience Criteria/Performance criteria If bidders have submitted documents to prove the Startup/MSE status for the tendered item and their products are ISI marked/DGMS approved/ Proven in CIL or its Subsidiary companies/Proven product of the ancillary unit of a Subsidiary Company of CIL, they will be required to submit the following applicable related documents, for relaxation from the criteria of prior experience and prior turnover:

- a valid BIS Marking License for the quoted items or
- Rate contract issued by CIL/its Subsidiary Companies for the quoted items or
- a valid DGMS Approval certificate for the quoted items or
- Proven Ancillary certificate issued by BCCL for the quoted items.

or if bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC, etc, the bidder needs to submit Proforma for Equipment and Quality Control' (as per Annexure-1) duly filled along with the bid for assessing the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification. The document(s) / certificate(s) furnished by the bidders for ISI markings or DGMS approval for any relaxation should be valid on the date of tender opening and a copy of such document(s)/certificate(s) valid on the date of supply, must accompany their bill(s). (Proforma attached in buyer added bid specific ATC document)

Note: performance/exemption documents for each schedule participated, needs to be submitted to be considered for provenness/exemption. This is in suppression point no 3 of page no 3 i.e. experience criteria.

(C) DOCUMENTS TO BE SUBMITTED BY BIDDERS WHO HAVE SUBMITTED EMD IN FORM OF DD/R TG S / INTERNET BANKING Bidders submitting EMD in the form of DD/RTGS / internet banking shall also submit the following documents along with their bid for Vendor Code Creation to return the EMD amount post finalization of tender:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

(D) In addition to clause of scope of supply, supervision at the time of installation is also required Successful Bidder has to test the Pumps discharge with head at the time of installation.

Test certificates for Pump, Electric Motor and Starter should be provided at the time of Supply for the supplied product.

(E) Pre-Contract Integrity Pact (Applicable for tender value more than Rs 2 crores)

The bidders will have to upload along with their offer, digitally signed Pre-Contract Integrity Pact as per attached format in Bid,

In terms of the Integrity Pact, the Independent External Monitor(s) (IEMs) nominated for this tender are as follows,

Sl	Name of IEM	Address	e-Mail ID
1	Shri Arvind Kumar Kadyan, IDAS(Retd.),	B-211, PaschimVihar, New Delhi - 110063	arvindkadyan17@gmail.com
2	Shri Amrit Lugun, IFS (Retd.),	D-1. External Affairs Hostel, K. G.Marg, New Delhi - I10001	asha74lugun@gmail.com

In the event of any dispute between the management and the bidder relating to this Bid/thereafter contracts (where Integrity Pact is applicable), in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. The fees/expenses on dispute resolution shall be equally shared by both the parties.

(F) The custom catalogue uploaded by the bidder should bear correct catalogue name as per quoted item and the offered specification including make and model should be made part of offered catalogue for the particular item as these will become part of GeM PO.

(G) For Schedule 1 , Bidder must visit the Moonidih mine pumping site and contact Area Manager (E&M) for further information about the existing pumping arrangement and tender requirements.

(H) Performance Bank Guarantee (PBG)

Apart from 5 % e-PBG as per GeM format (which is towards security Deposit), the successful bidder shall be required to furnish performance bank Guarantee, PBG (s) as per following,

1. The successful bidder shall be required to furnish a Performance Guarantee equivalent to 10% value of the contract to cover the warranty/guarantee period.
2. The Performance Guarantee shall be in the form of a Bank Guarantee issued by a RBI scheduled bank in India in the prescribed format as below on a non-judicial stamp paper.
3. The Performance Bank Guarantee (PBG) shall be in the same currency in which contract has been signed.
4. The PBG (s) shall remain valid till 3 months after the completion of warranty period.
5. The PBG shall be submitted sufficiently in advance (say 3-4 weeks) to enable its verification from the issuing bank, before submission of the invoice.
6. The release of the Performance Bank guarantee after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfilment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM after obtaining the following:
 - i). 'No Claim Certificate' from the concerned HOD (User Dept.) indicating that there is no claim pending.
 - ii). 'No Claim Certificate' from the supplier indicating that there is no claim pending and that there is no dispute pending as per Annexure2.
7. The PBG will be submitted through Structured Financial Management System (SFMS).

8. The PBG issued by Issuing bank on behalf of the bidder in favour of "Bharat Coking Coal Limited" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform shall be as under, Issuing Bank should send the underlying confirmation to either of following banks:

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no	35160317947
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch Dhanbad	
IFSC code	SBIN0000066	

or

Name of beneficiary & its details	Name	Bharat Coking Coal Limited
	Area	HQ,BCCL
	Bank Account no.	019605001057
	Deptt.	MM Department
Beneficiary Bank, Branch & Address	ICICI Bank	
	ICICI Bank, Dhanbad	
IFSC code	ICIC0000196	

9. Original copy of the Bank Guarantee issued by the Issuing Bank along with SFMS confirmation shall be sent by the issuing bank to MM department, BCCL.

10. In cases where the supplier does not submit the PBG in time or as per the prescribed format in line with the contract stipulations, the PBG amount may be deducted from the first bill or in case of insufficient amount, from subsequent bill(s) of the supplier till the full PBG amount is deducted. This amount shall be refunded to the supplier upon acceptance of PBG submitted by them.

(I) TReDS: Trade Receivables Discounting System (TReDS) is an initiative of Reserve bank of India (RBI) to facilitate MSME receivable payments from corporates. BCCL has on boarded TReDS platform through Receivables Exchange of India Ltd (RXIL) (URL - <https://www.rxil.in/Home/Index>). MSE bidders willing to get payment through this system may get registered on TReDS platform and confirm the member code of RXIL in their offer. The bidder may contact Mr. Avinil Dey, Assistant Relationship Manager-Business Development, RXIL, Mob: +91 9875460974, (email-avinil.dey@rxil.in) for help in registration.

Performance Bank Guarantee Format

M/s. Bharat Coking Coal Ltd.
KoylaBhawan,KoylaNagar
Dhanbad – 826005

Re: Bank Guarantee in respect of Agreement / Contract / Purchase Order vide no. dated between BHARAT COKING COAL LIMITED and (Name of Supplier Company)

Messersa Company / Firm having its office at No. (hereinafter called 'the Contractor') has entered into the Agreement / Contract / Purchase Order vide no dated (hereinafter called 'the said Agreement') with BHARAT COKING COAL LIMITED (hereinafter called 'the Company') to supply stores/ materials amounting to Rs.on the terms and conditions contained in the said Agreement.

The..... (Name of the Bank) (hereinafter called 'the Bank') having its office

at..... has at the request of the Contractor agreed to give the guarantee as hereinafter

contained. We.....(Name of the Bank) do hereby unconditionally agree with the Company that if the Contractor shall in any way fail to observe or perform the terms and conditions of the said Agreement or shall commit any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the Company, the said sum of Rs..... or any portion thereof without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same or calling on the Company to compel such payment by the Contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the Company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Company and the Contractor regarding the claim.

We, the Bank, further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect till the period that will be taken for the performance of the said Agreement which is likely to be

e the day of..... but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Contractor and the Company, the Bank shall renew the period of the guarantee failing which it shall pay to the Company the said sum of Rs....., or such lesser amount out of the said sum of Rs.....as maybe due to the Company and as the Company may demand. This guarantee shall remain in force until the dues of the Company in respect of the said sum of Rs..... are fully satisfied and the Company certifies that the Agreement has been fully carried out by the contractor and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time for performance of the said Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

Notwithstanding anything herein contained the liability of the Bank under this guarantee is restricted to Rs..... only. The guarantee shall remain in force till the.....day of20... and unless the guarantee is renewed or a claim is preferred against the Bank within the validity period and/or the claim period from the said date, all rights of the Company under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder except as provided in the preceding clause.

The Bank has under its constitution power to give this guarantee and..... [(Name of the person(s)] who have signed it on behalf of the Bank has authority to do so.

Dated this.....day of20.....

Place.....

Authorized person(s)

of the Bank.

Signature of the authorized

For and on behalf

No Claim Certificate

(On company letterhead)

To,
(Contract Executing Officer)
Procuring Entity _____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) in full and final settlement of all the payments due to us for the supply of under the above mentioned contract agreement, between us and BHARAT COKING COAL LIMITED. We hereby unconditionally and without any reservation whatsoever, certify that we have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

Officer authorized to sign the contract documents on behalf of the contractor

(Company stamp)

Date: _____

Place: _____

2.16 *Buyer Added Bid Specific ATC:*

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.