

This tender floated in GeM portal. Bidder has to submit their offer through GeM only.



Unleashing Values



आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

(पूर्वमेंइंडियनरेअरअर्थ्सलिमिटेड Formerly Indian Rare Earths Ltd.)

रेअरअर्थ्सप्रभाग Rare Earths Division,

उद्योगमंडल Udyogamandal, कोची Kochi-683501

CIN: U15100MH1950GOI008187

ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 COMPANY

GST ID No. 32AAACI2799F2ZM



IREL/RED/P/24-25/31787/066/

निविदा आमंत्रण सूचना NOTICE INVITING TO TENDER

SCHEDULE OF TENDER (SOT)

a.	Description of supply	Procurement and installation of mini mast Light
b.	Mode of tender	Open tender invited in two parts. Part-I: Techno-Commercial Bid Part - II: Price Bid.
c.	Estimated Value	Rs.1,12,000/- (all inclusive)
d.	Validity of Tender	90 days from the date of opening of Techno-Commercial bid.

BIDDING SYSTEMS

This is a two-part tender. The tenderers should bifurcate their quotations in two parts (Part-I & II).

PART-I "Techno-commercial bid":

It contains the eligibility, technical quality and performance aspects, commercial terms and conditions and documents sought in the tender, **except the price and relevant financial details.**

PART-II "Financial bid":

It contains the price quotation along with other financial details.

PART-I shall be opened first and evaluated by a committee constituted by competent authority.

PART-II: the financial bid of Techno-commercially eligible bidders shall be opened on recommendation of above committee on a notified date and time after sending advance notice to all qualified bidders for being present.

.....
Signature and seal of the contractor

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CONTACT PERSONS OF TENDERING AUTHORITY

Purpose	Name	E-mail ID	Contact No.
For Bid/tender related query	Shri. V A Anilkumar CM-Technical (Purchase)	purchase-red@irel.co.in	9443482644 0484-2545199
For Technical Specification / Scope of work related query	Shri. K A Joshy M-Technical (Electrical)	electrical-red@irel.co.in	91 7593880813
For Consignment/Goods Transportation related query	Shri. Sanjaykumar Vind SM-Technical (Stores)	stores-red@irel.co.in	91 8301997625
For Payment/refund related query	Smt. P Kamalam DGM - Finance (A & E)	finance-red@irel.co.in	91 8593994144

GUIDELINES FOR PROCUREMENT FROM MSEs

1.0 Procurement from Micro, Small and Medium Enterprises (MSEs):

The Procurement Policy for Micro and Small Enterprises, 2012 [as amended time to time] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. In line with Government Policy, the prevailing guidelines in this regard as issued from time to time is to be strictly adhered to.

- 2.0 As per the Government notified Public Procurement Policy for Micro & Small Enterprises (MSE), it is mandated that 25% of procurement of annual requirement of goods and services will be sourced from the Micro and Small Enterprises.
- 3.0 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25(twenty-five) per cent of total tendered value. The 25(twenty - five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.
- 4.0 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.
- 5.0 MSEs would be treated as owned by SC/ ST entrepreneurs:
 - a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
 - b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
 - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- 6.0 If subcontract is given to MSEs, it will be considered as procurement from MSEs.
- 7.0 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.
- 8.0 Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.
- 9.0 **Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**
- 10.0 To reduce transaction cost of doing business, Micro and Small Enterprises is to be facilitated by providing them tender sets free of cost, exempting Micro and Small Enterprises from payment of Earnest Money (EMD), adopting e-procurement to bring in transparency in tendering process. However, exemption from paying Performance Security / Performance Bank Guarantee is not covered under the Public Procurement policy.
- 11.0 MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, etc.) where the vendor having prior experience may be preferred rather than giving orders to new entities.
- 12.0 Payment to the MSME vendors is to be made within 30 days from the date of receipt and acceptance of goods/ services.
- 13.0 In case Bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder is to be asked for submitting the following along with tender:
- 14.0 Ministry of MSME has notified criteria for classifying the enterprises as Micro, Small and Medium Enterprises as combination of investment in Plant & machinery or Equipment and Turnover. Mandatory registration in Udyam Registration Portal for all new and existing MSME has been prescribed. Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit.

15.0 RXIL (TReDS) PLATFORM

IREL is registered with RXIL (TReDS) platform. MSE bidders are requested to get registered with RXIL (TReDS) platform to avail the facility as per the GOI guidelines.

IREL (India) Limited is onboard with TReDS platform of M/s RXIL for facilitating Bill Discounting for MSME's.

As per DPE/7(4)/2007-Fin dt 21/08/2020, it is mandatory to get all the MSME vendors registered on the platform.

Vendors can get themselves registered at: <https://onboarding.rxil.in/customerapp/home>.

The registration fees of MSMEs on TReDS Platform is Free of Cost as per the new guidelines provided by SIDBI.

For any registration queries, vendors may please contact,

RXIL Relationship manager Mr. Satyajeet Jathar: +91 99201 00784 / +91 9004100784 email: satyajeet.jathar@rxil.in

RXIL Relationship manager Mr Kirti musale : +91 90048 17501 email: kirti.musale@rxil.in

IREL (India) Limited Unit Administrator Mr. R. Abel Devadhason : +91 9443607155

email : purchase-red@irel.co.in

IREL (India) Limited Nodal Officer Mr. K.V.Ramakrishna: +918104997177 email: koramakrishna@irel.co.in

PRE-QUALIFICATION CRITERIA (POC)

- 1.1 The bidder should produce the copy of minimum Grade 'B' contract license from electrical licensing Board through whom the work will be executed at site. Documentary proof for the same shall be enclosed.
- 1.2 The bidder should have experience of successful execution of similar works as mentioned below.
Three similar completed works costing not less than the amount **Rs.44,800/-**
OR
Two similar completed works costing not less than the amount **Rs.56,000/-**
OR
One similar completed works costing not less than the amount **Rs.89,600/-**
- The bidder shall submit copies of work orders / Purchase orders executed, work completion reports OR commissioning reports OR Performance certificates OR Tax invoices for the similar works.
- Similar work means:** Supply, erection, testing and commissioning of mini/high mast light in public sector undertaking, Government institutions and departments and reputed private organizations.
- 1.3 **Average annual financial turnover** during the last 3 years, ending 31st of March 2024 should not be less than **Rs.33,600/-**. Documentary proof for the same shall be enclosed.

PART - I

TECHNO-COMMERCIAL BID

REQUIRED DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNO-COMMERCIAL BID.

Sl. No.	Description	Up-loaded Yes/No
1	DOCUMENTS AS PER PRE-QUALIFICATION CRITERIA.	
2	DULY FILLED, SIGNED AND SEAL AFFIXED IREL TENDER DOCUMENTS (Techno-Commercial Bid) (Page 7 - 22).	
3	COPY OF GST & PAN CERTIFICATES.	
4	ANY OTHER DOCUMENTS AS PER TENDER CONDITIONS.	

SPECIAL CONDITIONS OF CONTRACT (SCOC)

1 SCOPE OF THE WORK:

Design, Supply, Erection, testing and commissioning of 5 meter height GI Octagonal Light pole (Mini Mast lighting system) including construction of foundation & Bolt arrangement, 4 Nos of 100W LED flood light luminaires in symmetrical arrangement, electrical control panel, lantern carriage and essential accessories to carry the required luminaire (minimum 4 nos of 100 W) to provide an average illumination of 25 - 30lux in a radius of 50 Mtr from the mast.

2. DETAILS OF WORK:

2.1 Design, Supply, Erection, testing, commissioning and handing over of the mini mast structure with required No. of continuously tapered hot dip galvanized steel polygonal side section (Minimum size shall be, bottom diameter 130mm and top diameter 70mm) with telescopic strip joints to a total height of 5 meter (above ground level) capable of sustaining the maximum wind pressure at the erection site. The bottom of the base mast section shall be having electrical junction box housing the electrical isolators for each light fittings separately, automatic timer switch and power contactor arrangement for auto switching ON and OFF as per requirement. The top end of the mast shall have hot dip galvanized, ring type lantern carriage for fixing 4 No. of 100W flood light luminaries with control gears. Provisions shall be provided on the mini mast pole to route the flexible cable through inside part of pole. All necessary supply and fixing the accessories viz. high tensile hot dipped galvanized foundation, bolts & nuts along with washers, anchor plates, templates for the mast.

2.2 Foundation of the mini mast light shall be with M20 grade concrete mix having load bearing capacity & foundation bolt shall be fixed as per the drawing provided by OEM for the mini mast light.

3. LOCATION & SITE INSPECTION:

3.1 The 5 Mtr. Height mini mast lights is to be installed at the premises of IREL (India) Limited, Rare earths Division, Udyogamandal, Eloor, Ernakulam 683501 (ie at disposal yard). The exact location will be identified by EIC.

3.2 Interested bidders can inspect the site on any working days at our specified visiting hours (0800 Hrs to 1600 Hrs) with the permission of Engineer concerned.

4. SCOPE OF IREL:

4.1 Electric Power shall be provided at single point on free of cost. Free electric supply shall be made available at a distance of 100mtr away from the erection site for erection/welding related works. Contractor shall make their own arrangement for the safe use of the same with safe distribution methods.

4.2 Electrical supply provision for mini mast will be provided at the base of the mast.

5. SCOPE OF CONTRACTOR:

5.1 All Material/instruments/tool required for the completion of work shall be under the scope/Details of work of tender.

5.2 Any material/works not mentioned in the order but required for the safe and long life operation & maintenance of the mini mast shall be under the scope of contractor.

6.0 **WORKING TIME:**

The normal time of work is between 0800Hrs to 1600 Hrs on any working day. The contractor may be allowed to work extra time as and when required but it should not exceed more than 1800Hrs with prior intimation and approval of Engineer-in-charge. The contractor has to take work necessary safety permit from the safety department before starting the work. However, after completion of the work, the contractor will be permitted to working beyond 18.00Hrs (after sunset) for checking the illumination level of the system.

7.0 **COMMENCEMENT AND COMPLETION OF WORK:**

7.1 Qualified supervisor shall be present for supervising the work.

7.2 The entire scope as specified in the purchase order shall be completed within 120 days from the date of order. In case of any stoppage of work by IREL after commencement of work, which is attributable to IREL production/maintenance requirement, the number of days stopped shall be extended for the completion of work, provided sufficient communication to be available in this regard, duly acknowledged by EIC.

8.0 **RATE:**

8.1 Contractors are advised to quote for entire scope as per price schedule

9.0 **PAYMENT:**

9.1 95% Payment less statutory deduction shall be made after completion of the entire scope of order.

9.2 Payment shall be made within 30 days after completion of order submitting neat and clear bill, duly recommended by engineer-in-charge.

9.3 Balance 5% will be released after completion of the guarantee period of 1 year along with SD(if any) or else against submission of bank guarantee for the same value and period.

9.4 No part payment/interim payment shall be made under any circumstance.

9.5 The contractor is responsible and liable to remit all statutory dues collected/included in the Price Schedule of the contract, to the Statutory Authorities without fail. IREL is not responsible for remittance of such tax collections.

10.0 **SAFETY & HOUSEKEEPING:**

10.1 The supervisors and labours engaged by the contract for the work shall undergo half day safety training conducted by company safety department before the commencement of field work.

10.2 It is the sole responsibility of contractor to carry out the work in an utmost safe manner.

10.3 Successful contractor will have to carry out the work as per the rules laid down by IREL Safety department. The debris generated during the course of erection needs to be cleared then and there and the work spot shall be kept clean. If such waste is not removed, the expenses incurred for the waste removal will be deducted from the contractor bill amount.

10.4 All Activity in connection with work has to be carried out in consultation with Engineer In- charge of company.

10.5 The scaffolding used for height work shall be of Mild Steel tubular type with base plate, necessary bracings and working platform must be provided using MS Shuttering sheet/ wooden planks with hand rails. Materials used must be of good quality and strength. Safety net shall be provided by the contractor for the repair works of roof structural and such repair works at height. If the same is not provided by the contractor, safety net can be used from IREL for which an amount of Rs. 1000/- will be deducted from the bill as a penalty for not following safety requirements for each day of issue of safety net by IREL.

11.0 GUARANTEE:

- 11.1 All the items supplied (except Luminaries) and the work carried out shall be guaranteed for a minimum period of 12 months from the date of completion of work against any damage/compliant for the items supplied and defective workmanship for the work executed.
- 11.2 Luminaries shall have Three years replacement warranty from actual date of completion of work including Driver / Control Gear, LED, all accessories etc.

12.0 STANDARD/CERTIFICATES

- 12.1 The mini mast structure with required No. of continuously tapered hot dip galvanized steel polygonal side section (Minimum size shall be, bottom diameter 130mm and top diameter 70mm) with telescopic strip joints to a total height of 4 meter, having thickness of minimum 3mm (as per BSEN-10025, ASTM-A572, IS-5986) with bottom of the base mast section (base plate size min. 450mm x 450mm x 20mm (L xW x T) as per IS 2062) suitable for withstanding 50 Mtr/Sec wind velocity. Mini mast accessories shall be hot dipped galvanized as per BS729 /BSEN ISO 1461 for superior corrosion resistant.
- 12.2 Supply of required material and casting of suitable foundation with 1:1.5:3 mix RCC concrete with 1.20 M x 1.2 M x 2M (L x W x D) with necessary galvanized foundation as per IS 2062/E- 250A, bolts and nuts (M24 x 800 mm long x 4 No. minimum) and washers and dump plate enclosing the bolts, for the mini mast considering the safe soil bearing capacity of the site.
- 12.3 Supply control DB (Weather proof – Thermoplastic type –IP66 protection) for main MCB (32A), Power Contactor (32A, Coil voltage 240 VAC) with digital timer switch, necessary connectors & control relays etc. (as per IS/ IEC 60947). The digital programmable time switch for light switching by way of digital quartz based timer switch with an accuracy of 0.01 mins. The time switch shall have in built battery backup at least for 100 hours. In case of a power failure for the time set.
- 12.4 Supply and erection of 1 No. of earth pits for mini mast, with molecular bonded copper earth electrode 25mm diameter, 3M long and copper 25mm x 3mm or GI flat 50mm x 6 mm inter connection as per IS standard complete with Earth connection, including masonry work of earth pits, Heavy duty earth pit chamber etc. (as per IS 3043/1987 & IEC 62561-7) .
- 12.5 Supply and erection of hot dip galvanized lightning arrestor. (as per IS/ IEC 62305)
- 12.6 Supply and erection flood light luminaries of 4 Nos. for mini mast of 100W, cool white/day light Led Light fittings, IP 66 protection standard (Bajaj / Wipro / Crompton / Philips / Havells / Halonix / LT make), with LED drive, Alglas coated reflectors, cable connection etc., complete as per standard specifications given below.
 - 12.6.1 LED Flood light luminaries should be powder coated and housed in a Pressure die cast non- corrosive Aluminum alloy enclosure with optimal fins for Heat Sink Mechanism
 - 12.6.2 Luminaire should have UV stabilized, Injection molded heat resistant Cluster lens with options of Beam angles (Preferably 60Deg)
 - 12.6.3 Luminaire must have Thermally Isolated Driver and Optical compartments for efficient heat management and to ensure sustainable operation
 - 12.6.4 The fixture shall have Ingress Protection of IP 66 Rating for both for Optical & Electrical Compartments. IP Test Report for the same will be furnished from any Govt. Approved or NABL accredited Laboratory.
 - 12.6.5 Driver housing made of extruded Aluminum case and completely encapsulated to ensure safety against electrical shock risk, also increase the reliability against internal heat and moisture ingress
 - 12.6.6 Driver shall have high efficiency >85% and have inbuilt safety features like Over voltage, Short circuit, Over load, Thermal protection and Reverse Polarity protection.
 - 12.6.7 The luminaire should have an internal surge protection of 4KV L-L and 6KV L-N as per IEC 61000-4-5 and provide integrated SPD with 10KV/5KAprotection. Driver should work continuously up to 320V AC without any failure and have Line-Line 440VAC Withstand capacity up to 4Hrs.
 - 12.6.8 The driver should be rated for IP66 or more against dust and moisture for a longer life Power Factor shall be Equal to 0.95 or more

- 12.6.9 THD of the luminaire shall be <10%
- 12.6.10 Approved make for LED shall be Nichia / Cree / Osram / Philips/lumileds. The LED shall be of Surface Mounted Design (SMD). Life of LED shall be rated at 50,000 hrs or above @ L70
- 12.6.11 System Efficacy at Luminaire Level shall be >150 Lumens/Watt (Minimum).
- 12.6.12 CRI (Color Rendering Index) shall be >80 or above
- 12.6.13 Correlated Color Temperature shall be nominal 5700K or above (as per ANSI C78.377A CCT standard
- 12.6.14 Compliance to LM 79 & LM 80 and Rohs. Test reports for the same shall be provided)
- 12.6.15 Compliance to RoHS
- 12.6.16 Compliance to IP66 or more Test for Luminaries
- 12.6.17 Compliance to Driver IP 66 & IEC 61000-4-5
- 12.6.18 Compliance to IEC 60598 Type test report
- 12.6.19 Compliance to IEC 61347-2-13: Driver test Report
- 12.6.20 Compliance to IEC 62384: Driver performance test report
- 12.6.21 Compliance to IEC 61547: EMI and EMC (k) Compliance to CISPR 15
- 12.6.22 Luminaires & Drivers should have mandatorily BIS/CE certified.

13.0 INSPECTION (OPTIONAL, EITHER PHYSICAL OR VIRTUAL MODE)

All the materials will be inspected at the manufacturer's site before dispatch. Contract shall intimate well advance for the inspection of materials at their work shop/site.

14.0 OFFICER-IN-CHARGE (OIC)

Shri. K A Joshy, M-Technical (Electrical).will be the Officer-In-Charge.

15.0 BILL OF QUANTITIES (BOQ)

Sl. No	Item Description	Unit	Quantity
1	Design, Supply, Erection, testing, commissioning and handing over of the one number mini mast, including civil foundation, erection of lightning arrestors & earth pits etc. as per the SCOC of the contract.	No	1

16 DETAILS TO BE FURNISHED ALONG WITH THE OFFER

Sl. No.	Item Description	GST in %	HSN Code
1	Mini mast		

GENERAL CONDITIONS OF CONTRACT (GCOC)
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21	DELAYS IN THE SELLER'S PERFORMANCE
22	LIQUIDATED DAMAGES FOR DELAYED DELIVERY
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34	RISK PURCHASE CLAUSE

- 5.9 Specifications, design and drawings issued to the SELLER along with NIT/RFQ and CONTRACT are not sold or given but loaned. These remain property of PURCHASER/CONSULTANT or its assigns and are subject to recall by PURCHASER/CONSULTANT. The SELLER and his employees shall not make use of the drawings, specifications and technical information for any purpose at any time except for manufacture against the CONTRACT and shall not disclose the same to any person, firm or corporate body, without written permission of PURCHASER/CONSULTANT. All such details shall be kept confidential.
- 5.10 SELLER shall pack, protect, mark and arrange for despatch of EQUIPMENT as per instructions given in the CONTRACT.
- 6.0 **STANDARDS**
The GOODS supplied under the CONTRACT shall conform to the standards mentioned in the Technical Specifications, or such other standards which ensure equal or higher quality, and when no applicable standard is mentioned, to the authoritative standard appropriate to the GOODS' country of origin and such standards shall be the latest issued by the concerned institution.
- 7.0 **Instructions, Direction & Correspondence**
- 7.1 The materials described in the CONTRACT are to be supplied according to the standards, data sheets, tables, specifications and drawings attached thereto and/or enclosed with the CONTRACT, itself and according to all conditions, both general and specific enclosed with the contract, unless any or all of them have been modified or cancelled in writing as a whole or in part.
- a. All instructions and orders to SELLER shall, excepting what is herein provided, be given by PURCHASER/CONSULTANT.
- b. All the work shall be carried out under the direction of and to the satisfaction of PURCHASER/CONSULTANT.
- c. All communications including technical/commercial clarifications and/or comments shall be addressed to CONSULTANT in quintuplicate with a copy to PURCHASER and shall always bear reference to the CONTRACT.
- d. Invoices for payment against CONTRACT shall be addressed to PURCHASER. The CONTRACT number shall be shown on all invoices, communications, packing lists, containers and bills of lading, etc.
- e. Invoice must contain seller's GST Registration number, PAN, Bank detail of supplier, GST Registration number of IREL Factory/ Office, HSN Code for products being supplied. Supplier must submit e-way bill, e-invoice from GSTM Portal.
- 7.2 **Contract Obligations:**
- 7.2.1 If after award of the contract, the Seller does not acknowledge the receipt of award or fails to furnish the performance guarantee within the prescribed time limit, the PURCHASER reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this contract.
- 7.2.2 Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Seller's bid and all previous correspondence.
- 8.0 **Modification in Contract:**
- 8.1 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects including terms of delivery, shall be considered valid only when accepted in writing by PURCHASER/CONSULTANT by issuing amendment to the CONTRACT. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of contract.
- 8.2 PURCHASER/CONSULTANT shall not be bound by any printed conditions or provisions in the SELLER'S Bid Forms or acknowledgment of CONTRACT, invoices, packing list and other documents which purport to impose any conditions at variance with or be supplemental to CONTRACT.
- 9.0 **Patent Rights, Liability & Compliance of Regulations:**
- 9.1 SELLER hereby warrants that the use or sale of the materials delivered hereunder will not infringe claims of any patent covering such material and SELLER agrees to be responsible for and to defend at his sole expense all suits and proceedings against PURCHASER based on any such alleged patent infringement and to pay all costs, expenses and damages which PURCHASER and/or CONSULTANT may have to pay or incur by reason of any such suit or proceedings.
- 9.2 The SELLER shall indemnify the PURCHASER against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the GOODS or any part thereof in the PURCHASER'S country.
- 9.3 SELLER shall also protect and fully indemnify the PURCHASER from any claims from SELLER'S workmen/employees or their heirs, dependants, representatives, etc. or from any other person/persons or bodies/companies etc. for any acts of commissions or omission while executing the CONTRACT.
- 9.4 SELLER shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PURCHASER from any claims/penalties arising out of any infringements.
- 9.5 PURCHASER will promptly notify the SELLER in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the SELLER'S defence of the same. If at any time the installation of the plant or any part thereof, or the use thereof in India for the purpose for which it is furnished or the sale of products produced therewith, is prevented or enjoyed because of patent infringement or claimed infringement, the SELLER shall promptly at his own expense, either procure for PURCHASER the rights to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant satisfactory under all requirements of the contract, so that the operation of PURCHASER'S plant will not be unduly delayed or interrupted. If shipment of the plant, or any part thereof is prevented by attachment, injunction or otherwise, or in the course of transit from the SELLER'S factory or other point of origin to the site of PURCHASER, as a result of any claim of patent infringement the SELLER shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. PURCHASER will have the right to retain counsel of its own choice to collaborate in the defence of any such claim, suit action or proceeding.
- 10.0 **Inspection, Testing & Expediting**
- 10.1 The PURCHASER or its representative shall have the right to inspect and/or to test the GOODS to confirm their conformity to the CONTRACT specifications. The special conditions of CONTRACT and/or the Technical Specifications shall specify what inspections and tests the PURCHASER requires and where they are to be conducted. The PURCHASER shall notify the SELLER in writing the identity of any representative(s) retained for these purposes.
- 10.2 The inspections and tests may be conducted on the premises of the SELLER or his sub-contractor(s), at point of DELIVERY and/or at the GOODS' final destination. When conducted on the premises of the SELLER or his sub-contractor (s), all reasonable facilities and assistance including access to the drawings and production data shall be furnished to the inspectors at no charge to the PURCHASER.
- 10.3 Should any inspected or tested GOODS fail to conform to the specifications, the PURCHASER may reject them and the SELLER shall either replace the rejected GOODS or make all alterations necessary to meet Specifications' requirements, free of cost to the PURCHASER.
- 10.4 The PURCHASER'S right to inspect, test and where necessary reject the GOODS after the GOODS' arrival in the PURCHASER'S country shall in no way be limited or waived by reason of the GOODS having previously been inspected, tested and passed by the PURCHASER, or their representative prior to the GOODS shipment from the country of origin.
- 10.5 The INSPECTOR shall follow the progress of the manufacture of the GOODS under the CONTRACT to ensure that the requirements outlined in the CONTRACT are not being deviated with respect to schedule and quality.
- 10.6 SELLER shall allow the INSPECTOR to visit, during working hours, the workshops relevant for execution of the CONTRACT during the entire period of CONTRACT validity.
- 10.7 In order to enable PURCHASER'S representatives to carryout the inspection in time, SELLER shall notify PURCHASER 15 days before assembly, testing and packing of main EQUIPMENT. If requested, SELLER shall assist PURCHASER'S representatives in getting visas in the shortest possible time (applicable only in case of foreign order).
- 10.8 SELLER shall place at the disposal of the INSPECTOR, free of charge, all tools, instruments, and other apparatus necessary for the inspection and/or testing of the GOODS. The INSPECTOR is entitled to prohibit the use and dispatch of GOODS and/or materials which have failed to comply with the characteristics required for the GOODS during tests and inspections.
- 10.9 SELLER shall advise in writing of any delay in the inspection program at the earliest, describing in detail the reasons for delay and the proposed corrective action.
- 10.10 ALL TESTS and trials in general, including those to be carried out for materials not manufactured by SELLER shall be witnessed by the INSPECTOR. Therefore, SELLER shall confirm to PURCHASER by fax or e-mail about the exact date of inspection with at least 30 days notice. SELLER shall specify the GOODS and quantities ready for testing and indicate whether a preliminary or final test is to be carried out.
- 10.11 If on receipt of this notice, should PURCHASER waive the right to witness the test, timely information will be given accordingly.
- 10.12 Any and all expenses incurred in connection with tests, preparation of reports and analysis made by qualified laboratories, necessary technical documents, testing documents and drawings shall be at SELLER'S cost. The technical documents shall include the reference and numbers of the standards used in the construction and, wherever deemed practical by the INSPECTOR, copy of such standards.
- 10.13 Nothing in Article-10 shall in any way release the SELLER from any warranty or other obligations under this CONTRACT.
- 10.14 Arrangements for all inspections required by Indian Statutory Authorities and as specified in technical specifications shall be made by SELLER.
- 10.15 **Inspection & Rejection of Materials by consignees:**
When materials are rejected by the consignee, the supplier shall be intimated with the details of such rejected materials, as well as the reasons for their rejection, also giving location where such materials are lying at the risk and cost of the supplier. The supplier will be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous, infected and perishable materials within 48 hours, failing which the consignee will either return the materials to the SELLER freight to pay or otherwise dispose them off at the SELLER'S risk and cost. The PURCHASER shall also be entitled to recover handling and storage charges for the period, during which the rejected materials are not removed @ 5% of the value of materials for each month or part of a month till the rejected materials are finally disposed off.

- 11.0 **Time Schedule & Progress Reporting**
- 11.1 Together with the Contract confirmation, SELLER shall submit to PURCHASER, his time schedule regarding the documentation, manufacture, testing, supply, erection and commissioning of the GOODS.
- 11.2 PURCHASER'S/CONSULTANT'S representatives shall have the right to inspect SELLER'S premises with a view to evaluating the actual progress of work on the basis of SELLER'S time schedule documentation.
- 11.3 Irrespective of such inspection, SELLER shall advise PURCHASER at the earliest possible date of any anticipated delay in the progress.
- 11.4 Notwithstanding the above, in case progress on the execution of contract at various stages is not as per phased time schedule and is not satisfactory in the opinion of the PURCHASER/CONSULTANT which shall be conclusive or SELLER shall neglect to execute the CONTRACT with due diligence and expedition or shall contravene the provisions of the CONTRACT, PURCHASER/CONSULTANT may give notice of the same in writing to the SELLER calling upon him to make good the failure, neglect or contravention complained of. Should SELLER fail to comply with such notice within the period considered reasonable by PURCHASER/CONSULTANT, the PURCHASER/CONSULTANT shall have the option and be at liberty to take the CONTRACT wholly or in part out of the SELLER'S hand and make alternative arrangements to obtain the requirements and completion of CONTRACT at the SELLER'S risk and cost and recover from the SELLER, all extra cost incurred by the PURCHASER on this account. In such event, PURCHASER/CONSULTANT shall not be responsible for any loss that the SELLER may incur, and SELLER shall not be entitled to any gain. PURCHASER/CONSULTANT shall, in addition, have the right to encash Performance Guarantee in full or part.
- 12.0 **Delivery & Documents:**
- 12.1 Delivery of the GOODS shall be made by the SELLER in accordance with terms specified in the CONTRACT, and the goods shall remain at the risk of the SELLER until delivery has been completed.
- 12.2 Delivery shall be deemed to have been made:
- a) In the case of FOB, CFR & CIF Contracts, when the Goods have been put on board the ship, at the specified port of loading and a clean Bill of Lading is obtained. The date of Bill of Lading shall be considered as the delivery date.
- b) In case of FOT despatch point contract (For Indian bidder), on evidence that the goods have been loaded on the carrier and a negotiable copy of the GOODS receipt obtained, the date of LR/GR shall be considered as the date of delivery. c) In case of FOT site/ FOR Destination (for Indian bidders), on receipt of goods by PURCHASER/Consultant at the designated site(s).
- 12.3 The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of PURCHASER/CONSULTANT. Any request concerning delay will be void unless accepted by PURCHASER/CONSULTANT through a modification to the CONTRACT.
- 12.4 Delivery time shall include time for submission of drawings for approval, incorporation of comments, if any, and final approval of drawings by PURCHASER/CONSULTANT
- 12.5 In the event of delay in delivery, Liquidated Damages as stipulated in Article - 22.1 shall apply.
- 12.6 The documentation, in English Language, shall be delivered in due time, in proper form and in the required number of copies as specified in the contract.
- 12.7 The additional copies of final drawings and instructions will be included in the package of goods, properly enveloped and protected.
- 12.8 The SELLER should comply with the Packing, Marking and Shipping Documentation Specifications enclosed.
- 13.0 **Transit Risk Insurance**
- 13.1 All goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 13.2 Where delivery is on FOB or CFR basis, marine insurance shall be the responsibility of the Purchaser. Insurance Requirements > Indigenous Bidders: Transit risk insurance from F.O.T. despatch point onwards shall be arranged and borne by PURCHASER. In case of F.O.T site contracts, transit insurance to be borne by SELLER. > Foreign Bidders: Marine insurance as well as transit insurance in Purchaser's country shall be arranged and borne by PURCHASER. The SELLER shall ensure that in effecting despatch of materials, the primary responsibility of the carriers for safe movement is always retained so that the PURCHASER'S interests are fully safeguarded and are in no way jeopardised. The Seller shall furnish the cost of materials against each equipment.
- 14.0 **Transportation**
- 14.1 Where the SELLER is required under the CONTRACT to deliver the GOODS FOB, transport of the GOODS until delivery, that is, upto and including the point of putting the GOODS on board the export conveyance at the specified port of loading, shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 14.2 Where the SELLER is required under the CONTRACT to deliver the GOODS CFR or CIF, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the CONTRACT shall be arranged and paid for by the SELLER and the cost thereof shall be included in the Contract price.
- 15.0 **Incidental Services:**
- 15.1 The Seller may be required to provide any or all of the following services:
- 15.1.1 Performance or supervision of onsite assembly and/or start-up of the supplied Goods:
- 15.1.2 Furnishing tools required for assembly and/or maintenance of the supplied Goods:
- 15.1.3 Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Seller of any warranty/ guarantee obligations under the Contract.
- 15.1.4 Training of the Purchaser's personnel at the Seller's plant and/or at Site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods at no extra cost. However, Purchaser will bear boarding, lodging & personal expenses of Trainees.
- 15.2 Prices charged by the Seller for the preceding incidental services, shall not exceed the prevailing rates charged to other parties by the Seller for similar services.
- 15.3 When required, Seller shall depute necessary personnel for supervision and/or erection of the Equipment at site for duration to be specified by Purchaser on mutually agreed terms. Seller's personnel shall be available at Site within seven days for emergency action and twenty one days for medium and long-term assistance, from the date of notice given by Purchaser.
- 15.4 The cost of incidental services shall not be included in the quoted prices. The cost of applicable incidental services should be shown separately in the price schedules whenever asked for in the tender.
- 16.0 **Spare Parts, Maintenance Tools, Lubricants**
- 16.1 Seller may be required to provide any or all of the following materials and notification pertaining to spare parts manufactured or distributed by the Seller.
- 16.1.1 Such spare parts as the Purchaser may opt to purchase from the Seller, provided that his option shall not relieve the Seller of any warranty obligations under the Contract, and 16.1.2 In the event of termination of production of the spare parts:
- i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements, and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if any when, requested.
- 16.2 Seller shall supply item wise list with value of each item of spare parts and maintenance tools requirements, along with full details of manufacturers/vendors for such spares/maintenance tools for:
- 16.2.1 The construction, execution and commissioning.
- 16.2.2 Two years operation and maintenance.
- 16.3 Spare parts shall be new and of first-class quality as per engineering standards/ codes, free of any defects (even concealed), deficiency in design, materials and workmanship and also shall be completely interchangeable with the corresponding parts.
- 16.4 Type and sizes of bearings shall be clearly indicated.
- 16.5 Spare parts shall be packed for long storage under tropical climatic conditions in suitable cases, clearly marked as to intended purpose.
- 16.6 A list of special tools and gauges required for normal maintenance and special handling and lifting appliances, if any, for the Goods shall be submitted to Purchaser.
- 16.7 Bidders should note that if they do not comply with Clause 16.2 above, their quotation may be rejected.
- 16.8 **Lubricants**
- 16.8.1 Whenever lubricants are required, Seller shall indicate the quantity of lubricants required for the first filling, the frequency of changing, the quantity of lubricants required for the one year's continuous operation and the types of recommended lubricants indicating the commercial name (trade-mark), quality and grade.
- 16.8.2 If Seller is unable to recommend specific oil, basic recommended characteristics of the lubricants shall be given.
- 16.8.3 Seller shall indicate various equivalent lubricants available in India.
- 17.0 **Guarantee**
- 17.1 All Goods or Materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated in the Contract. No deviation from such specifications or alterations or of these conditions shall be made without PURCHASER'S/CONSULTANT'S agreement in writing which must be obtained before any work against the order is commenced. All materials supplied by the SELLER pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by PURCHASER) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorised in writing by PURCHASER) and shall be free from faulty design, workmanship and materials, and to be of sufficient size and capacity and of proper materials so as to fulfil in all respects all operating conditions, if any, specified in the Contract.

If any trouble or defect, originating with the design, material, workmanship or operating characteristics of any materials, arises at any time prior to twelve(12) months from the date of the first commercial operation of the Plant for which the materials supplied under the Contract form a part thereof, or Fifteen (15) months from the date of last shipment whichever period shall first expire, and the SELLER is notified thereof, SELLER shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees. PURCHASER may, at his option, remove such defective materials, at SELLER'S expense in which event SELLER shall, without cost to PURCHASER and as promptly as possible, furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed by the SELLER for a period of no less than twelve (12) months from the date of replacement/repair.

In the event that the materials supplied do not meet the specifications and/or not in accordance with the drawings, data sheets or the terms of the Contract and rectification is required at site, PURCHASER shall notify the SELLER giving full details of differences. The SELLER shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of PURCHASER, for taking the action required to correct the deficiency. Should the SELLER fail to attend meeting at Site within the time specified above, PURCHASER shall immediately rectify the work/ materials and SELLER shall reimburse PURCHASER all costs and expenses incurred in connection with such trouble or defect.

17.2 **PERFORMANCE GUARANTEE OF EQUIPMENT**

17.2.1 SELLER shall guarantee that the performance of the EQUIPMENT supplied under the CONTRACT shall be strictly in conformity with the specifications and shall perform the functions specified under the CONTRACT.

17.2.2 If the SELLER fails to prove the guaranteed performance of the EQUIPMENT set forth in the specification, the SELLER shall investigate the causes and carry out necessary rectifications/modifications to achieve the guaranteed performance. In case the SELLER fails to do so within a reasonable period, the SELLER shall replace the EQUIPMENT and prove guaranteed performance of the new equipment without any extra cost to PURCHASER.

17.2.3 If the SELLER fails to prove the guarantee within a reasonable period, PURCHASER/CONSULTANT shall have the option to take over the EQUIPMENT and rectify, if possible, the EQUIPMENT to fulfil the guarantees and/or to make necessary additions to make up the deficiency at Seller's risk and cost. All expenditure incurred by the PURCHASER/CONSULTANT in this regard shall be to SELLER's account.

18.0 **Prices:**

Prices charged by the SELLER for Goods delivered and services performed under the CONTRACT shall not, with the exception of any price adjustments authorized by the Contract vary from the prices quoted by the SELLER in his bid. The price indicated in the Purchase Order is firm and not subject to alteration on any account unless specified otherwise in the terms and conditions of Purchase Order. However, in case of delayed delivery, price reduction clause shall apply.

19.0 **Subletting and Assignment:**

The SELLER shall not without previous consent in writing of the PURCHASER, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the SELLER from any obligation, duty or responsibility under the contract.

20.0 **Time as Essence of Contract:**

The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the Contract shall be deemed to be the essence of the Contract.

21.0 **Delays in The Seller's Performance:**

If the specified delivery schedule is not adhered to or the progress of manufacture or supply of the items is not satisfactory or is not in accordance with the progress schedule, the PURCHASER has the right to:

- i) hire for period of delay from elsewhere goods which in PURCHASER's opinion will meet the same purpose as the goods which are delayed and SELLER shall be liable without limitation for the hire charges;
Or
- ii) ii) cancel the CONTRACT in whole or in part without liability for cancellation charges. In that event, PURCHASER may procure from elsewhere goods which PURCHASER's opinion would meet the same purpose as the goods for which CONTRACT is cancelled and SELLER shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the CONTRACT for the goods involved; or iii) hire the substitute goods vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above.

21.1 Any un-excusable delay by the SELLER or his subcontractor shall render the SELLER liable, without prejudice to any other terms of the Contract, to any or all of the following sanctions: forfeiture of Contract performance guarantee, imposition of Liquidated Damages for delay in delivery, termination of the contract for default and purchase from another source at the risk and cost of the SELLER.

22.1 **Liquidated Damages Schedule for Delayed Delivery** Subject to Article -25, if the SELLER fails to deliver any or all of the GOODS or performance the services within the time period (s) specified in the CONTRACT, the PURCHASER shall, without prejudice to his other remedies under the CONTRACT, deduct from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

22.1.1 **Deductions shall apply as per following formula:**

A sum equivalent to 0.5 (Half) per cent of the prices of any portion of stores delivered late, for each week or part thereof of delay. The total damages shall not exceed 10 (Ten) percent of the value of delayed goods. The LD cannot exceed the amount stipulated in the contract.

22.2 In case of delay in delivery on the part of SELLER, the invoice/document value shall be reduced proportionately for the delay and payment shall be released accordingly.

22.3 In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER, from any amount falling due to the SELLER or by recovery against the Performance Guarantee. Both seller and PURCHASER agree that the above percentages of price reduction are genuine pre estimates of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SELLER and the said amount will be payable on demand without there being any proof of the actual loss/ or damage caused by such breach/delay. A decision of the PURCHASER in the matter of applicability of price reduction shall be final and binding.

23.0 **Rejections, Removal of Rejected Equipment & Replacement**

23.1 Preliminary inspection at SELLER's works by INSPECTOR shall not prejudice PURCHASER's/ CONSULTANT's claim for rejection of the EQUIPMENT on final inspection at SITE or claims under warranty provisions.

23.2 If the EQUIPMENTS are not of specification or fail to perform specified functions or are otherwise not satisfactory the PURCHASER/CONSULTANT shall be entitled to reject the EQUIPMENT/MATERIAL or part thereof and ask free replacement within reasonable time failing which obtain his requirements from elsewhere at SELLER's cost and risk.

23.3 Nothing in this clause shall be deemed to deprive the PURCHASER AND/OR AFFECT ANY rights under the Contract which it may otherwise have in respect of such defects or deficiencies or in any way relieve the SELLER of his obligations under the Contract.

23.4 EQUIPMENT rejected by the PURCHASER/ CONSULTANT shall be removed by the Seller at his cost within 14 days of notice after repaying the amounts received against the SUPPLY. The PURCHASER shall in no way be responsible for any deterioration or damage to the EQUIPMENT under any circumstances whatsoever.

23.5 In case of rejection of EQUIPMENT, PURCHASER shall have the right to recover the amounts, if any, from any of CONTRACTOR'S invoices pending with PURCHASER or by alternative method(s).

24.1 **Termination for Default**

24.1.1 In the event that the SELLER commits a breach of the provisions of this CONTRACT and/or fails to perform any of its obligations under this CONTRACT including but not limited to failing to deliver any or all of the GOODS within the time period (s) specified in the CONTRACT, the SELLER shall be said to have committed a default of the provisions of this CONTRACT. In the event that such default is not cured by the SELLER within 30 days of a notice issued by the PURCHASER of such default, the PURCHASER shall be entitled to terminate this CONTRACT forthwith. The PURCHASER may, at its sole discretion, extend the time for curing the default by the SELLER beyond 30 days. The PURCHASER may, without prejudice to any other remedy for breach of CONTRACT, by written notice of default sent to the SELLER, terminate the CONTRACT in whole or in part:

A) If the SELLER fails to deliver any or all of the GOODS within the time period(s) specified in the CONTRACT; or

B) If the SELLER fails to perform any other obligation(s) under the CONTRACT, and

C) If the SELLER, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the PURCHASER may authorize in writing) after receipt of the default notice from the PURCHASER

24.1.2 In the event the PURCHASER terminates the CONTRACT in whole or in part, pursuant to Article 24.1.1 the PURCHASER may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the SELLER shall be liable to the PURCHASER for any excess costs for such similar GOODS. However, the SELLER shall continue performance of the CONTRACT to the extent not terminated.

24.1.3 In case of termination of CONTRACT herein set forth (under clause 24) except under conditions of Force Majeure and termination after expiry of contract, the VENDOR shall be blacklisted/ Debarred as per prevailing guidelines.

- 24.2 **Termination for Insolvency**
- 24.2.1 The PURCHASER, may at any time, terminate the CONTRACT by giving written notice to the SELLER, without compensation to the SELLER, if the SELLER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PURCHASER.
- 25.0 **Force Majeure**
- 25.1 Force majeure is an event beyond the control of SELLER and not involving the SELLER's fault or negligence and which is not foreseeable, which prevents the SELLER from fulfilling its obligations under the CONTRACT. Force Majeure shall mean and be limited to the following:
- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- d) Restrictions imposed by the Government or other Statutory bodies which prevent or delay the execution of the Contract by the SELLER.
- The decision as to whether an event constitutes force majeure shall rest with PURCHASER which shall be final and binding.
- 25.2 If there is delay in performance or other failures by the SELLER to perform obligations under the contract due to event of a Force Majeure, the SELLER shall not be held responsible for such delays/failures.
- 25.3 If a Force Majeure situation arises, the SELLER shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the SELLER shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, PURCHASER may at its option terminate the contract without any financial repercussion on either side.
- 26.0 **Resolution of Disputes/ Arbitration:**
- 26.1 The PURCHASER and the SELLER shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 26.2 If, after thirty days from the commencement of such informal negotiations, the PURCHASER and the SELLER have been unable to resolve the disagreement or dispute, the same be referred for resolution to the formal mechanism as specified hereunder.
- 26.3 Legal Construction: The Contract shall in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.
- 26.4 **Arbitration:**
- a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after termination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by PURCHASER who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.
- b) If the SELLER is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Mumbai for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, IREL. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein
- c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the SELLER before such expiry, the SELLER is deemed to have communicated his satisfaction to the decision of PURCHASER at the relevant stage and all his rights of further appeal or as the case may be and adjudication are deemed to have been waived once and for all.
- d) The seat of arbitration will be at Mumbai and language thereof shall be English.
- e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause 26.0 including arbitration under Clause 26.4, the SELLER shall continue to be bound by the provisions of the CONTRACT, if not terminated by the EMPLOYER, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.
- f) The Bidder shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred for dispute resolution under Clause 26.0 including Arbitration under Clause 26.4.
- 26.5 Jurisdiction The courts at Kochi only shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.
27. **Taxes & Duties**
- 27.1 A foreign Seller shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the PURCHASER's country.
- 27.2 A domestic Seller shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the PURCHASER. However, GST on finished products shall be reimbursed by PURCHASER. Seller need to prepare E-Invoice under GST and submit monthly/ quarterly GST Return as per GST Rules. Failure to submit GST Return on time as per GST Rules may result into deduction of GST while processing suppliers' Bill.
- 27.3 Customs duty payable in India for imported goods ordered by PURCHASER on foreign Seller shall be borne and paid by PURCHASER.
- 27.4 Any income tax payable in respect of supervisory services rendered by foreign Seller under the Contract shall be as per the Indian Income Tax Act and shall be borne by SELLER. It is upto the bidder/seller to ascertain the amount of these taxes and to include them in his bid price.
28. **Permits & Certificates**
- 28.1 SELLER shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules. PURCHASER will provide necessary permits for SELLER's personnel to undertake any work in India in connection with Contract.
29. **Fall Clause**
- 29.1 The price charged for the materials supplied under the order by the supplier shall in no event exceed the lowest price at which the supplier or his agent/principal/dealer, as the case may be, sells the materials of identical description to any Persons/Organizations including the Purchaser or any Department of the Central Govt. or any Department of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be, during the currency of the order.
- 29.2 If at any time during the said period, the supplier or his agent/principal/dealer, as the case may be, reduces the sale price, sells or offers to sell such materials to any persons/organizations including the Purchaser or any Deptt. Of Central Govt. or State Govt. as the case may be, at a price lower than the price chargeable under the order, he shall forthwith notify such reduction or sale or offer of sale to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:
- a) Exports by the Contractor/Supplier or
- b) Sale of goods as original equipment at prices lower than the prices charged for normal replacement
- c) Sale of goods such as drugs which have expiry dates.
- 29.3 The supplier shall furnish the following certificate to the concerned Paying Authority along with each bill for payment for supplies made against this order:- "I/We certify that there has been no reduction in sale price of the items/goods/materials of description identical to those supplied to the PURCHASER under the order herein and such items/goods/materials have not been offered/sold by me/us to any person/organizations including the Purchaser or any Deptt. of Central Govt. or any Deptt. of State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be upto the date of bill/during the currency of the order whichever is later, at a price lower than the price charged to the PURCHASER under the order". Such a certificate shall be obtained, except for quantity of items/goods/materials categories under sub-clause (a), (b) & (c) of sub-para 29.2 above, of which details shall be furnished by the supplier.
- 30.0 **Limitation of Liability**
- Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the Agreement or otherwise shall be limited to 100% of Agreement / Order price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

- 31.0 **Method of blacklisting vendors**
- 31.1 Any failure by the vendor (SELLER) to supply/execute the contract as per order may result in blacklisting of vendors by the PURCHASER through its competent authority. The blacklisted vendor shall not be considered for a minimum period of one year from the date of blacklisting.
- 31.2 Further the competent authority may blacklist the bidder, if the bidder changes bid (either techno-commercial and / or price) or withdraw his bid after receipt of the same and during the validity period of bid.
- 31.3 Further, the vendor (SELLER) shall be banned from doing any business with the PURCHASER, indefinitely or for such period as may be determined by the PURCHASER at its sole discretion, in case of :
- a. If security considerations including question of loyalty to the state so warrant.
- b. If the proprietor, partner, Director's representative of the SELLER is convicted by a court of law following prosecution for any offences including offences relating to business or commercial dealings.
- c. If there is strong justification, as determined by the PURCHASER at its sole discretion, for believing that the proprietor or employee or representative of the SELLER has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law, etc.
- 31.4 An order for ban/ suspension passed for a certain specified period shall be deemed to have been automatically revoked on expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension/ban passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked in writing.
- 31.5 An order of ban on grounds of conviction by Court of Law may be revoked if, in respect of the same facts, the SELLER has been wholly acquitted by a court of law.
- 32.0 **Secrecy**
- The SELLER shall not at any time during the pendency of the contract or thereafter disclose any information furnished to them by PURCHASER or any drawings, designs, reports and other documents and information prepared by the Contractor for this contract, without the prior written approval of PURCHASER except in so far as such disclosure is necessary for the performance of the Contractor's work and service hereunder.
33. **General**
- 33.1 In the event that terms and conditions stipulated in the General Conditions of Contract should deviate from terms and conditions stipulated in the Contract, the latter shall prevail. Any specific Terms / Conditions mentioned in PO will supersede this GCC.
- 33.2 Losses due to non-compliance of Instructions: Losses or damages occurring to the PURCHASER owing to the SELLER's failure to adhere to any of the instructions given by the PURCHASER/CONSULTANT in connection with the contract execution shall be recoverable from the SELLER.
- 33.3 Recovery of sums due: All costs, damages or expenses which the PURCHASER/CONSULTANT may have paid, for which under the contract, SELLER is liable, may be recovered by the PURCHASER (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the SELLER under this Contract or other Contracts and/or may be recovered by action at law or otherwise. If the same due to the SELLER be not sufficient to recover the recoverable amount, the SELLER shall pay to the PURCHASER, on demand, the balance amount.
- 33.4 Payments, etc. not to affect rights of the PURCHASER: No sum paid on account by the PURCHASER nor any extension of the date for completion granted by the PURCHASER shall affect or prejudice the rights of the PURCHASER against the SELLER or relieve the SELLER of his obligation for the due fulfillment of the CONTRACT.
- 33.5 Cut-off Dates : No claims or correspondence on this Contract shall be entertained by the PURCHASER/Consultant after 90 days after expiry of the performance guarantee (from the date of final extension, if any).
- 33.6 Paragraph heading: The paragraph heading in these conditions shall not affect the construction thereof
- 34.0 **RISK PURCHASE CLAUSE**
- After award of the contract, if the tenderer fails to execute the work as per tender or at any time repudiates the order, IREL (India) Limited has the right to forfeit and invoke the security deposit and execute the order from other agencies at the risk and cost of the tenderer. The cost difference between the alternative arrangements and total contract value will be recovered from the tenderer along with other incidental charges. In case of execution of order through alternative sources and if price is lower, no benefit on this account will be passed on to the tenderer.

"ETHICS IN TENDERING & OTHER BUSINESS DEALINGS"

Dear Sir,

IREL (India) LIMITED, a Government of India undertaking under the administrative control of Department of Atomic Energy is doing its business as per the rules and regulation of the Public Sector Undertaking and other statutory agencies. The business is done in an ethical, rational & impartial manner with good corporate governance.

In our endeavour to be more transparent in our dealings and to support our ideology all Vendors, Customers and Business Partners are requested not to provide any gift and / or inducement to any of our employees for securing / being granted favour in dealings with our Company. In assurance of your commitment to the aforesaid, it will be highly appreciated if you fill up, sign and abide by the attached undertakings.

Report of any gifts and / or inducements sought by any employee of the company should be immediately reported to any one of the following:

Chairman & Managing Director IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24225778 E-mail: cmd@irel.co.in	Chief Vigilance Officer IREL (India) Limited 1207, V.S. Marg, Prabhadevi Mumbai 400 028. Ph: 022-24221068 E-mail: cvo@irel.co.in
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We assure you that complaints if any made by you on the subject will be kept confidential and fair investigation will be conducted and appropriate action will be taken. Similarly, we accept your commitment to the undertaking and its violation will have consequences as per prevailing rule of the Company.

Thanking you,

For IREL (India) Limited

Name -----

Designation -----

Date:

आईआरईएल (इंडिया) लिमिटेड IREL (India) Limited

रेअरअर्थ्सप्रभाग Rare Earths Division

TECHNICAL DEVIATION STATEMENT FORM

TENDER NO:

Name of Work:

The bidder has to quote as per technical specification and requirement of the bid. No deviation is expected. However in case of any deviation, the same has to be recorded clearly in the technical deviation statement form.

The following are the particulars of deviations from the requirements of the Tender specifications.

CLAUSE	DEVIATION (Including Justification)	REMARKS

Signature & Seal of the Tenderer

Dated:

Note:

- a. where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No deviations'
- b. The technical specifications furnished in the Tender document shall prevail over those of any other document forming a part of our Tender, except only to the extent of deviations furnished in the statement.

UNDERTAKING TO BE SUBMITTED BY BIDDERS FOR ADOPTING ETHICAL PRACTICES

Date:

IREL (India) Limited
1207, V.S. Marg, Prabhadevi
Mumbai 400 028.

I / We am / are a Vendor / Customer of IREL(India) Limited (now onwards to be referred as Company).

I / We agree and undertake:

Not to provide any gift and / or inducement to any employee of the Company in connection with securing / being granted favour (s) in my / our dealings with the Corporate office of the company and / or its any field units namely MK, Chavara, OSCOM, RED & IRERC.

To immediately report any gift and / or inducement sought by any employee of the Company granting favour(s) to me / us in my / our dealings with the Company and / or its field units.

Signature.....

Name.....

Title.....

Name of the Company and Address (with Seal).....

VENDOR UP-DATION DETAILS			
SI #	Organisation Details		
1	Name		
2	Address Type (Sales office address / Office Address / warehouse Address / Factory Address)		
	Building /House Number		
	Area/Street Name		
	City		
	State		
	Pin Code		
	Contact Details	Ph No:	
		Mobile No.	
		Email:	
3	Vendor Type (Domestic / Import)		
4	Ownership Information (Private Limited Company/ One Person Company/ Limited Liability Partnership/ Partnership Firm / Proprietorship/ Co-Operative Society/ Trust/ Others).		
5	Nature Of Business (Manufacturer/ Dealer/ Trader/ Distributor/ Stockiest/ Channel Partner/ Indian Sales Office/ Subsidiary of Registered foreign supplier/ Indian Agents/ Service Provider)		
6	Whether Approved By Any Central Government/State Government/ Public Sector Undertakings /Reputed Private Organisations for similar items, for which registration is sought.		
7	PAN No.	Copy of the same may be attached.	
8	GSTIN ID		
9	Audited copies of P&L for the last three FY		
10	Valid MSE Udyam registration certificate, if any.	Yes	No
11	MSE ownership details.		
12	ISO Certification if any		
13	Registered in GEM Portal	Yes	No
14	MSE to confirm if they are registered from TReDs platform	Yes	No
15	Whether supplier/Service Provider is a Start- Up Enterprise. If yes provide the details.		

16	Whether the Company is under Litigation/Arbitration cases during last 5 years?	Yes	No
17	Whether company has been delisted/debarred from business with any PSU in India, and the reasons thereof?		
18	Bank Details		
	Name of bank:		
	Name of Bank Branch:		
	City/Place:		
	Account Number:		
	Account Type:		
	IFSC Code:		
	MICR Code:		
	Swift Code		
	Self-attested or Bank attested Bank details on Company letterhead or cancelled cheque		
	Current year Solvency Certificate		



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5798063
Dated/दिनांक : 09-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-01-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-01-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Irel (india) Limited
Office Name/कार्यालय का नाम	Ho
क्रैता ईमेल/Buyer Email	bycon1.irel.kerala@gembuyer.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Procurement and Installation of Mini mast light
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Procurement and Installation of Mini mast light
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Assistive Tech, PCR Mini Cooler, Truck Chassis (Light and Medium) Mounted Suction Cum Jetting Machine, Multipurpose Light Weight Load Bearing Frame With Carrier Facilities and Convertibility as Stretcher
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• High Mast Lighting Octagonal Tower with Solar Based LED Street Light
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
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
Payment Timelines	Payments shall be made to the Seller within 30 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)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Price break up - [1736401841.xlsx](#)

Procurement And Installation Of Mini Mast Light (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	R Abel Devadhason	683501,IREL (India) Limited; UDYOGMANDAL,Ernakulam.	1	120

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. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.

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

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. 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.

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

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

[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 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।

---Thank You/धन्यवाद---