



Bid Number/<sub>बोली</sub> क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5788939 Dated/दिनांक : 09-01-2025

# Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |  |
|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 20-01-2025 14:00:00  |  |
| Bid Opening Date/Time/बिंड खुलने की तारीख/समय  | 20-01-2025 14:30:00  |  |
| Bid Offer Validity (From End Date)/बिड पेशकश<br>वैधता (बंद होने की तारीख से)   | 120 (Days)   |  |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Defence  |  |
| Department Name/विभाग का नाम   | Department Of Defence Production   |  |
| Organisation Name/संगठन का नाम   | Mazagon Dock Shipbuilders Limited  |  |
| Office Name/कार्यालय का नाम  | ******   |  |
| क्रेता ईमेल/Buyer Email  | buyer185.mdsl.mh@gembuyer.in   |  |
| Total Quantity/कुल मात्रा  | 4  |  |
| Item Category/मद केटेगरी   | MAGNETOMETER SENSOR BASED SEARCH EQUIPMENT   |  |
| GeMARPTS में खोजी गई स्ट्रिंग / Searched<br>Strings used in GeMARPTS   | Diving Gears   |  |
| GeMARPTS में खोजा गया परिणाम / Searched<br>Result generated in GeMARPTS  | Pinion gears, Personal Diving Kit (SCUBA) or Diving Instruments, LED Diving Torch Light (Diving Instruments or Accessories), PVC Suit - for Personal Protective Gears NDRF, Gear Lubricants For Enclosed Industrial Gear Drives conforming to IS 8406, Octopus (Diving Instruments or Accessories), DENTAL ENDOMOTOR, Diver Body Harness with Life Line (Diving Instruments or Accessories), Dry Suit (Diving Instruments or Accessories), Shaping Machine as per IS 10949 |  |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant<br>Categories selected for notification   | Regulators for Breathing Apparatus ( Diving Instruments or Accessories)  |  |
| MSE Exemption for Years Of<br>Experience/अनुभव के वर्षों से एमएसई छूट/ and<br>Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है              | Yes  |  |
| Startup Exemption for Years Of<br>Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and<br>Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes  |  |

| Bid Details/बिड विवरण  |   |  |
|--|---|--|
| Document required from seller/विक्रेता से मांगे<br>गए दस्तावेज़  | Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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?/   | Yes   |  |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया  | No  |  |
| ITC available to buyer/क्रेता के लिए उपलब्ध<br>आईटीसी  | Yes   |  |
| Type of Bid/बिंड का प्रकार   | Two Packet Bid  |  |
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days  |  |
| Inspection Required (By Empanelled Inspection Authority / Agencies preregistered with GeM)   | No  |  |
| Payment Timelines  | Payments shall be made to the Seller within <b>15</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)  |  |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation   |  |
| Arbitration Clause   | No  |  |
| Mediation Clause   | No  |  |

# EMD Detail/ईएमडी विवरण

| Required/आवश्यकता | No |
|-------------------|----|
|                   |    |

# ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक   | State Bank of India |
|---|---------------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)                                  | 5.00                |
| Duration of ePBG required (Months)/ईपीबीजी की<br>अपेक्षित अवधि (महीने). | 26                  |

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

### Beneficiary/लाभार्थी:

SE(C-P17A)

Mumbai, Department of Defence Production, Mazagon Dock Shipbuilders Limited, Ministry of Defence (Hrishikesh Rajendra Gore)

# MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

### MSE Purchase Preference/एमएसई खरीद वरीयता

| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer. 3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buvers 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.
- 4. 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 100% (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.

# **MAGNETOMETER SENSOR BASED SEARCH EQUIPMENT (4 pieces)**

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

Technical Specifications/तकनीकी विशिष्टियाँ

| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ |  |
|--|--|
|--|--|

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

| ITC on GST/जीएसटी पर इनपुट कर क्रेडिट | ITC on GST Cess/जीएसटी उपकर कर क्रेडिट |
|---------------------------------------|--|
| 100%                                  | NA                                     |

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

| S.No./क्र.<br>सं. | Consignee<br>Reporting/Officer/<br>परेषिती/रिपोर्टिंग<br>अधिकारी | Delivery Schedule/डिलीवरी अनुसूची (In<br>number of days from contract start<br>days/अनुबंध prarambh होने की तारीख से<br>दिनों की संख्या में ) |                     | contract start<br>होने की तारीख से                                   |  |
|-------------------|--|---|---------------------|--|--|
| 1                 | ****   | *************Mumbai   | Quantit<br>y/मात्रा | Delivery to<br>start<br>after/प्रारंभ<br>होने की तारीख<br>से डिलीवरी | Delivery to<br>be<br>completed<br>by/डिलीवरी<br>तक पूरी<br>कर ली जाए |
|                   |  |   | 1                   | 1  | 60   |
|                   |  | 1   | 61                  | 90   |  |
|                   |  | 1   | 91                  | 240  |  |
|                   |  |   | 1                   | 241  | 360  |

# 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

50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 3. Generic

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

### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Mazagon Dock Shipbuilders Limited Account No. 11079519138 IFSC Code SBIN0006070 Bank Name State Bank of India

Branch address

State Bank of India, Commercial Branch, Fort, Mumbai-400023

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# ADDITIONAL TERMS AND CONDITIONS (ATC)

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# <u>Item: Procurement of MAGNETOMETER SENSOR BASED SEARCH EQUIPMENT for Y-12651 to Y-12654 OF P17A</u>

- 1. This tender is an Indian Navy nominated limited tender and bidders who have received nomination & intimation regarding tender from MDL are only eligible to submit the bid. All other bids if any rece ived will be summarily/categorically rejected.
- 2. **Pricing:** Price are firm and fixed till delivery of material to MDL Stores .
- 3. Pre-Qualification Criteria: NA
- 4. <u>Technical requirement sheets/drawings/QAP</u>:
  - (a) **Equipment/Item:** Supply of MAGNETOMETER SENSOR BASED SEARCH EQUIPME NT for MDL (Y-12651 to Y-12654) of P17A project as per Tender.

### 5. Earnest Money Deposit(EMD): NA

### 6. <u>Delivery schedule</u>:

- i. Delivery Date of items shall be as indicated in GeM Tender.
- ii. Part Delivery: Part Supply shall be accepted.
- iii. The dispatch of goods and consignment are to be done at below address:

Mazagon Dock Shipbuilders Limited, Anik Chembur Bond Store, Mahul Road, N ear Vengsarkar Cricket Academy, Chembur, Mumbai-400074

TEL. No.: 022-25544838

- a) In order to avoid inconvenience during the delivery of material, it is advisable for supplier to ute their representative in their own interest to coordinate the activities between the transcer, and MDL stores.
- b) Following document should be submitted along with material:
  - · PO copy & subsequent amendments issued to it, if any.
  - · Delivery Challans clearly indicating MDL Purchase Order No
  - Copy of Warranty Certificate
  - · E-Way bill details are to be submitted during the delivery of the items
- c) Unloading of the equipment/ items will be arranged by MDL. In case of delivery of Large/ Bu Heavy consignments, supplier is required to give 2 to 4 day's advance intimation to MDL ce indicating approx. dimensions and weight of consignments for arranging fork lift/crane for u ding.
- d) Delay in submission of relevant documents as per tender requirement will delay CRAC proce nd delay the payment process, as payment timeline is 15 days from CRAC generation
- 7. <u>Liquidated Damages (LD)</u>: LD clause shall be applicable as per GEM terms & condition.
- **8.** <u>Performance Security:</u> Bidders shall ensure that the validity of performance security is there as per Guarantee/Warranty requirement plus two months. In case any delay in delivery, vendor shall extend the validity of performance security suitably.

### 9. **Guarantee/Warranty Requirement:**

12 months from the date of receipt of materials at MDL.

All other terms and conditions for warranty/Guarantee as per GeM.

- **10. INSPECTION**: Inspection shall be done by MDL WOT & SHIPSTAFF. Other general conditions related to inspection of material are as under:
  - (a) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Stan dards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
  - (b) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspect ors / Nominated Agency to carry out Inspection / Testing during course of manufa cture / final testing.
  - (c) <u>Receipt Inspection:</u> MDL with Warship Overseeing Team (WOT) shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriat e MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of materia I or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.
  - (d) **Rejection of the Material:** Any portion of the equipment found defective/reject ed, the supplier shall collect the same at his cost from the MDL Yard, all incidenta I charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserv es the rights to dispose-off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal.
- 11. Indemnification: The Bidder / Supplier / Contractor, his employees, licensees, age nts or Sub-Supplier / Subcontractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and/or injury to the property and/or the person of the Purchaser or that of Purchaser's employees, agent s, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, agents or Subcontractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.
- **12.** Purchaser's Property: All property (such as materials, drawings, documents etc) is sued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Supplier/Contractor shall undertake to return all such property so i ssued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

## 13. <u>Issuance of e-Invoice by Vendor:</u>

(a) Vendors, whose aggregate turnover in any preceding financial year from 2021-22 onwards, exceeds Rs. 10 Crores, as per GST Act, will have to issue an e-Invoice wit h a QR code and invoice registration no (IRN). However, this rule will not apply to Micro with Udyam Registration No. (URN) as their turnover is less than Rs. 5Cr.

(b) Whenever GST is applicable, payment will be released against e-Invoice, or Invoic e accompanied with vendor's self-declaration that" we do not fall under the catego ry of registered persons notified under Rule 48(4) of the central GST Rule 2017 and we are not required to comply with e-invoicing provisions under GST Act, as our aggregate turnover in any preceding financial year from 2021-22 onward has not exceeded Rs 5 Cr as per GST Act".

# 14. Right to Reject any or all Bids:

MDL reserves its right to accept or reject any or all Bids, abandon/ cancel the Tende r process, and issue another tender for the same or similar Goods/Services at any ti me before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds f or such action(s).

### 15. Other terms & conditions:

i. Offer of the bidders who are debarred by MDL or issued tender holiday by MDL sha II be rejected.

# ii. **Consignee**:

Material scheduled for delivery are to be delivered at MDL Bond Store, Dockya rd Road Mumbai.

**Note**:-In order to avoid inconvenience during the delivery of material, it is advisable of e for supplier to depute their representative in their own interest to coordinate the activities between the transporter, and MDL stores.

**16.** <u>Contact details</u>: In case of any clarifications regarding specification, bidders are re quested to contact the following person, before the closing date of the tender.

| Technical  | Ms. C. G. K. Rao DGM/HOS(D-S)/PE(D-P17A) | 022 2376 3035     | gkrao@mazdock.com    |
|------------|--|-------------------|----------------------|
|            | Mr. Akshay Joshi<br>M (D-P17A)           | 022 2376 30<br>70 | arjoshi@mazdock.com  |
| Commercial | Mr. Satish Chandra CM/PE(C-P17A)         | 022 2376 27<br>47 | schandra@mazdock.com |
| Commercial | Mr. Hrishikesh Gore<br>SE (C-P17A)       | 022 2376 27<br>29 | hrgore@mazdock.com   |

### Note:

- (a) Bidder not complying with the tender terms will fall under liable for rejection or as stated therein.
- (b) Firm has to submit the contact details like E-mail address, Name of the person, Phone number for further communications.

### **CONTACT DETAILS OF BIDDER**

| Name of Bidder: |  |
|-----------------|--|
| Address:        |  |
| Contact Number: |  |
| email id:       |  |

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# 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 बिंड 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---