



CEMENT CORPORATION OF INDIA LIMITED

(A Govt. of India Enterprise)
An ISO 9001:2008 Certified Company
CIN - U74899DL1965GO1004322
Bokajan Cement Factory - 782 490
Dist. Karbi Anglong: Assam
Phone 03675 - 246106/246109, Fax No. 03675-246107
E-mail ID: ccibcfmech1@gmail.com

NIT No.: BKO/MECH/CEMENT MILL/2024-25

Dated: 12.03.2025

NOTICE INVITING E-TENDER (NIT) (Only through e-procurement)

Tenders are invited from competent person/Agency for “Installation of new FK pump assembly with motor and cement transport line replacement at Bokajan Cement Factory”.

The complete set of tender document is available on websites:

etenders.gov.in/eprocure/app and www.ccilttd.in

E-TENDER No.	BKO/MECH/CEMENT MILL/2024-25
MODE OF TENDER	E-procurement System (Online Part-I Techno-Commercial Bid and Part-II Price Bid through etenders.gov.in/eprocure/app , (CPP Portal)
Date of NIT available to parties to download	From 13.03.2025 Till 26.03.2025 (14.30 hrs.)
Earnest money deposit	Rs 21,400 /- to be paid through online mode through NEFT/RTGS in below given account details: Name of Beneficiary: Cement Corporation Of India Ltd. Account No.: 33067285257 Bank: State Bank Of India Branch: Bokajan IFSC Code: SBIN02028 SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only.
Date of starting of e-tender for submission of online EMD, Techno- Commercial Bid and Price Bid at etenders.gov.in/eprocure/app :	From: 13.03.2025 Till: 26.03.2025 (15.00 hrs.)

Date & time of opening of Part-A (i.e. Techno-Commercial Bid)	Date : 27.03.2025	Time: 15:05 Hrs
Date of opening of Part- B i.e. price bid shall be informed separately	To be informed separately	
Validity of offer	120 days from the date of the techno- commercial bid opening.	

Offer is invited as per details given below: -

NIT No.	Name of the work	Activity
BKO/MECH/CEMENT MILL/2024-25	Tender For “Installation of new FK pump assembly with motor and cement transport line replacement at Bokajan Cement Factory”	As per Part-IV

- 1) Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.
- 2) Only those tenders shall be considered who deposit the earnest money, tender cost and transaction fee by due date.
- 3) The price- bid should be only as per CCI’s price - bid format otherwise the tender is liable for rejection.

Note-

1. Tenderer must visit CCI website www.ccilttd.in for part-I & II and submit the same along with the Annxure-9, part -1 & II and their annexure are part of this tender, tenderer must sign and upload online along with techno-commercial bid of the tender. Part-I & II is available in English as well in Hindi in website for better understanding, however, in case of any contradiction in Hindi & English version, English version shall prevail.

HOD (MECH)

LIST OF ANNEXURES

	Part-I - Instruction to tenderers
	Part-II General terms & conditions
Annexure-I	Covering letter
Annexure-II	Integrity Pact
Annexure-III	Declaration that the officer of the Corporation are related to us/me
Annexure-IV	Unexecuted/ Present Contracts/Jobs in hand
Annexure-V	Additional information
Annexure-VI	Details of plant and machinery installed
Annexure-VII	Details of testing facility installed
Annexure-VIII	Details of orders executed including CCI during last three years
Annexure-IX	Declaration letter
Annexure-X	Part-III – Special Terms and Conditions
Annexure-XI	Part-IV – Technical Specification
Annexure-XII	Price Bid Proforma (Price schedule)
Clause 10	Dispute Resolution

Note: - Part-I - Instruction to tenderers, Part-II General terms & conditions, all formats and submit the same along with Annexure-9 which is available in CCI web site www.ccilttd.in must be submitted by tenderer duly filled & signed.

Important instructions for E-Procurement

This is an E-Procurement event of CEMENT CORPORATION OF INDIA. The e-procurement service provider is NIC-Central Public Procurement Portal, New Delhi-110003

You are requested to read the terms & conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	<p>Process of E-tender :</p> <p>Registration: The process involves vendor's registration with tender wizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. NIC-CPPP is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT etenders.gov.in/eprocure/app</p> <p>1). Vendors are required to register themselves online with etenders.gov.in/eprocure/app Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact CCI/NIC-CPPP portal. Contact person (Cement Corporation of India):</p> <p>1. Mechanical Department CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490 Contact No.: 03675-246109, + M: 8287932865 - HOD (Mech.) M: 6001097702 - Coordinator E-mail : ccibcfmech01@gmail.com</p> <p>2. HOD (MM) CCI, Bokajan Cement Factory, Bokajan, Dist: KarbiAnglong Assam-782490, M: 8897856954- HOD (MM) E-mail : bokajanmm01@gmail.com</p> <p>(A) Help Desk (NIC-CPPP): (E-commerce): ☐ 8077213001</p> <p>(B) System Requirement: Windows 8, 10 Professional Operating System, Internet Browser-9, 10 &11 Signing type Class 3 digital signature Java JRE 6 and above.</p> <p>THE VENDORS ARE ADVISED TO GO THROUGH THE <u>Help Manual</u> LINK AT etenders.gov.in/eprocure/app FOR GENERAL GUIDANCE ABOUT TENDER</p>
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	PROCESS.
	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Online well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of Vendor Help Manual.</p>
5	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	The responsibility of downloading the related corrigenda, if any, will be that of the responsibilities of the parties.
7	E-tender cannot be accessed after the due date and time mentioned in NIT.
8	<p>Bidding in e-tender & Reverse auction:</p> <p>(a). Bidder(s) need to submit necessary EMD and Tender fees (If ANY) to be eligible to bid online in the e-tender. Tender fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by CCI.</p> <p>(b). The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid is explained in Help Manual.</p> <p>a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>b. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and</p>

	<p>the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>(e). It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>(f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>(g). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
09	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10	No deviation to the technical and commercial terms & conditions are allowed.
11	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website etenders.gov.in/eprocure/app of NIC-CPPP.
14	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
17	Bidders are requested to read the vendor Help Manual in the home page etenders.gov.in/eprocure/app to familiarize themselves with the system before bidding.

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Annexure-X

NIT No.: BKO/MECH/CEMENT MILL/2024-25

PART-III : SPECIAL TERMS AND CONDITIONS

Special Terms and Conditions for "Installation of new FK pump assembly with motor and cement transport line replacement at Bokajan Cement Factory". These Special terms and conditions, if found contradictory to any conditions given in Part-I&II terms and conditions, will prevail as per the conditions given therein:

1. GENERAL INFORMATION OF PLANT

- a. Bokajan Cement Factory is located at Bokajan Town, 15 Km away from Dimapur Town and about 250 Km away from Guwahati (Assam). Bokajan is well connected by Bus & Train route (on Guwahati- Dibrugarh Rail Line).
- b. Bokajan Cement Factory is a 1.98 lakh MT cement plant one among the three operating units of Cement Corporation of India Limited (A Government of India Enterprise).

2. ELIGIBILITY CRITERIA:

Party should have experience of installation of new equipment including civil and mechanical work and replacement of pipeline in Cement Industry. Documentary evidence viz work order copy/Job completion certificate etc is to be enclosed to qualify for Techno commercial bid and only such parties shall be considered.

3. SCOPE OF WORK: AS DETAILED IN ANNEXURE XI

- a. Total Work Duration: Approx. 10 Days from the date of Stoppage of plant.
- b. Site Mobilization: Successful contractor needs to complete all the pre-paratory jobs i.e. Fabrication of Base Frame and shifting the same to site after getting Work order. Contractor will be informed 7days prior to the scheduled shutdown for site mobilization with tools & tackles and final pre-paratory work.
- c. Jobs shall be as per scope of work as mentioned in Part IV.
- d. Crane/hydra, all Tools and tackles viz Chain blocks, spanners, welding machines, Grinding machines, consumables, safety belts, PPEs will be in Contractors scope.
- e. Special anchor (Make-HILTI) arrangement for base-frame is in Contractors scope.
- f. Scaffolding work will be on Contractors scope (if any).
- g. Work will be carried out round the clock.
- h. Arrangements for stay and fooding for Workman & Supervisors/Engineers in contractor scope. CCI may provide accommodation for sufficient persons on chargeable basis subject to availability.
- i. Corporation will provide free electricity and water any other specific requirement will be on the discretion of CCI.

Apart from the above work content under contractor's scope shall also include the following:

- a. Transportation of material from the stores/workshop to site.
- b. Collection, removal & stacking of scrap generated at scrap yard.
- c. General cleaning/shifting of scrap of rejected materials or otherwise collected arising out of the erection activity.
- d. Rectification/modification as required after trial run of the equipment to the extent that such defects are attributed due to faulty erection.
- e. Scope of work specifies the major outlines of the jobs. The contractor shall do any minor modification/rectification/adjustment as per the site requirement without any extra charge.
- f. Transportation of all tools and tackles including chain blocks, welding machines and accessories, scaffolding material, Grinding machines etc shall be on supplier scope.
- g. Cost of damage to plant & machinery during execution of work will be recovered from the contractor bill.

GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

- a. The contractor shall make his own arrangements of Tools and Tackles for Fitter, Welder etc. as may be required for the proper and timely completion of the job.
- b. The welding sets with cables, gas-cutting sets, pre heating ovens, Grinders etc. to be arranged by the contractor at his own cost.
- c. The contractor should arrange for sufficient number of workmen to work round the clock. Any special lighting arrangement required for working after sunset is to be arranged by the CCI.
- d. The contractor should depute one Site In-charge along with individual Engineer/Supervisor for respective job supervision and for the purpose of communication.
- e. The contractor shall at all-time comply with the instruction of the Corporation Engineers in the erection of the work in all its aspect in general, but with special reference to the work, accuracy of working, care in handling the equipment.

4. PRICES:

- a. No escalations during the period of contract/execution of the entire contract/extended period on whatever reasons thereof will be allowed in prices. However, prevailing rate of all taxes and duties may be declared in techno-commercial bid.
- b. The price should be quoted strictly in our prescribed Price Bid Pro-forma only which is enclosed with the tender, both in figures and words to avoid ambiguities. In case of any difference in figures & words, the lower amount of the two will be taken into consideration.
- c. Award of contract will be solely at the discretion of CCI.

Party shall quote their rates in price Bid format (Annexure-XII) Item-wise.

5. PAYMENT TERMS:

- a. 90% of the work order value after satisfactory completion and successful trial run of equipment +Taxes after submission of bill.
- b. Balance 10% payment will be released after warranty period.

- c. In case the party does not submit Security Deposit, equal amount of security deposit will be deducted from bill. Deducted amount will be released after submission of Bank Guarantee as security deposit.
- d. The GST amount will be paid once the same is filed by the party and reflected in our GST portal.
- e. Other statutory deduction will be made as per government norms.

6. MODE OF PAYMENT :

- a. Payment mode will be electronically i.e., through NEFT/RTGS.
- b. Payment shall be released by RTGS / NEFT on receipt and acceptance of material/ equipment at CCI site or approval of running bills in case of erection and commissioning charges

7. PENALTY/ L/D:

- a. Any delay beyond the scheduled completion period of the project will attract penalty @ 0.5% delay per fortnight of the total contract value subject to the maximum ceiling of 5% of the total contract value.
- b. The date of successful commissioning on the basis of certificate given by CCI will be treated as the date of completion for the purpose of calculating penalty.
- c. Recoveries for penalty of price bid will be made from the final bills. This excludes the balance 10% amount retained towards performance guarantee / warranty.

8. EARNEST MONEY DEPOSIT (EMD)

Rs.21,400/- to be paid through online mode through NEFT/RTGS in below given account details:

Name of Beneficiary: Cement Corporation Of India Ltd.
Account No.: 33067285257
Bank: State Bank Of India
Branch: Bokajan
IFSC Code: SBIN02028

SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD only.

9. SECURITY DEPOSIT (S.D.)

- a. The successful tenderer shall have to furnish Security Deposit equivalent to 5% (Five percent) of the total value of the contract by way of Bank Guarantee in terms of clause 2.0 of Part-II of the tender towards satisfactory performance of the contract within 15 days from the date of award of the work order to our Bokajan unit.
- b. The SD may be made either by bank draft or bank guarantee in favor of Cement Corporation of India Ltd. from any nationalized bank in the prescribed form valid for a period of 6 months beyond the date of completion of contract with a further claim period of 3 months. The EMD will be adjusted towards portion of security deposit.
- c. This Security Deposit shall be refunded within 3 months from the date of satisfactory completion of the job/commissioning and on the basis of certificates given by CCI.

10. PAYING AUTHORITY: HOD (FINANCE) Bokajan Cement Factory, Bokajan

11. INSPECTION:

- a. The equipment's overhauling/repair job shall also be inspected at works at regular intervals by the CCI representative. However, complete supervision shall be on contractor's scope.

- b. Inspection shall, in no way, absolve the contractor of their responsibilities of workmanship, quality and performance guarantee offered by them.

12. DELIVERY/COMPLETION SCHEDULE:

The party shall complete the entire work within 10 days (approx.) after the stoppage of plant and all pre-paratory jobs must be completed before shutdown and after getting Work order.

13. WARRANTY

The party shall warranty for perfection of the works executed for 6 months and also to rectify/repair free of cost at site case of any failure of the completed jobs immediately from the date of start of Plant. In the event of contractor not complying with the above within a reasonable time, the Corporation will have the option to rectify/repair or get the work done from other agency after giving 3 days notice to contractor at his risk and cost.

14. OTHER TERMS AND CONDITIONS

- a. The entry (in and out) of the contractor & workforce shall be regulated as per the instructions by the contractor Personnel/Security Departments.
- b. The contractor shall maintain proper record under various Acts/Statutes in force and shall produce the same for inspection when ever requited by CCI Statutory to do so.
- c. While working, the contractor shall provide all safety equipments and take care of the safety measures as per stipulations of Factories Act & Rules. In case of accident (Minor/Major/Fatal) of contractor & workmen, CCI is not liable to pay any compensation etc., on this account. In case of emergency, the contractor & workers will be allowed OPD at our health centre treatment and cost of treatment shall be recovered from the contractor.
- d. CCI will not be liable for any loss/damages to the contractor on account of non availability of any fronts or services due to reasons beyond control of CCI.
- e. Insurance covering for workmen is in Contractors Scope. The contractor shall at all times indemnify CCI against all claims for compensation under the provisions of the Workmen Compensation Act, or any other law force by or in respect of any workman employed by him.
- f. Compliance to labour laws: The contractor shall arrange the labour license, if required, for the work to be completed. The contractor will have to observe all the provisions of labour laws in force or as amended from time to time in respect to his work force.
- g. The contractor shall have to present himself or his Site Incharge/Supervisors/Engineers during the entire period of work, which will be responsible for the execution of work, and for receiving any instructions from the Engineer in charge.
- h. The quality of work should be as per relevant standards and to the entire satisfaction of Engineer in charge of CCI.
- i. The contractor shall submit the list of employees at the time of commencement of work and any change thereof may be intimated to the management if required.

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Annexure-XI

NIT No.: BKO/MECH/CEMENT MILL/2024-25

PART-IV : TECHNICAL SPECIFICATION

SCOPE OF WORK

Scope of work includes but not limited to the following:

Sl. No.	Job Description & Scope of work	Unit of Measurement	Quantity	Remarks
1	Installation of new M-type FK Pump assembly with motor: <ul style="list-style-type: none">Fabrication of base frame. Steel and drawing will be provided by CCI.Dismantling of existing FK pump, pipe connection other accessories and structures.Preparation of civil foundation for installation of base frame most preferably by anchoring/any other procedure as desired by CCI.Cost of Anchor is in Contractors scope.Installation of new M-type FK pump assembly with motor & other accessories by ensuring proper alignment as per drawing.Connection of cement transport line with pump assembly.Connection of compressed air line to FK pump.Fixing of other structuresRed-oxide and Enamel Paint is in Contractors scope.Trail runScrap removal.	Lumpsum	01	Rate to be quoted in Lump sum basis.
2	Replacement of cement transport line: <ul style="list-style-type: none">Fabrication of flanges and fitting in new pipe lines and new bends by weld.Fabrication of bends.Shifting of pipe line to platform.Dismantling of damaged pipeline.Replacement of pipe line.Leakage test should be carried out after installationRed-oxide and Enamel Paint is in Contractors scope.Trial run. <p>Length of pipeline for replacement</p> <ul style="list-style-type: none">Transport Line: 115 Mtr. Approx.Bend (04 Nos): 15 Mtr. Approx. <p>Total Length : 130 Mtr. Approx.</p>	Mtr.	130	Rate to be quoted per mtr. basis.

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Annexure-XII

NIT No.: BKO/MECH/CEMENT MILL/2024-25

PRICE BID

Sub: Installation of new M-type FK pump assembly with motor and cement transport line replacement at Bokajan Cement Factory.

Sl No.	Description of Work	UOM	Basic Rate (Rs.)
1	Installation of new M-type FK Pump assembly with motor	Lump sum	
2	Replacement of cement transport line: 1. Transport Line: 115 Mtr 2. Bend (04 Nos): 15 Mtr Total: 130 Mtr	Per Mtr	
	Total		

1. GST will be extra. GST on the quoted rate will be paid as per the prevailing Act of GST and provision made there under only after reflecting in the GST portal.
2. The lowest Quoted rate shall be evaluated on the individual L-1 basis.
3. Certified that the above rates have been given in accordance with the technical bid of the tender.

**(Signature of the Tenderer)
With company's stamp
Name and designation**

NEW CLAUSE FOR INCLUSION IN STANDARD TENDERS**10. DISPUTE RESOLUTION****1. Amicable Settlement through Mediation**

- 1.1. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including its interpretation, performance, or termination, the Parties shall first make all reasonable efforts to resolve the dispute amicably through mutual discussion and negotiation.
- 1.2. If the Parties fail to resolve the dispute within 30 (thirty) days from the date of written notification of the dispute by one Party to the other, the dispute shall be referred to mediation. The mediation shall be conducted in accordance with the provisions of the Mediation Act, 2023, or any statutory amendment or re-enactment thereof.
- 1.3. The mediator shall be:
 - a. A retired High Court Judge, or
 - b. A retired high-ranking officer with relevant technical expertise
- 1.4. If the Parties fail to agree on the appointment of a mediator within 15 (fifteen) days of reference to mediation, the mediator shall be appointed in accordance with the procedure prescribed under the Mediation Act, 2023.
- 1.5. The mediation process shall commence within 15 (fifteen) days from the date of appointment of the mediator and shall be concluded within 60 (sixty) days unless extended by mutual consent of the Parties.
- 1.6. The costs of mediation, including mediator fees, shall be shared equally by the Parties unless otherwise agreed in writing.
- 1.7. Any settlement reached through mediation shall be recorded in writing, signed by both Parties, and shall have the same binding effect as a judgment or decree under law.

2. Judicial Remedies

- 2.1. If the mediation process fails to resolve the dispute

reached, either Party shall be entitled to seek judicial remedies before the competent courts as specified herein.

2.2. The courts having Jurisdiction at New Delhi shall have exclusive jurisdiction over all disputes, controversies, or claims arising out of or relating to this Agreement.

3. Governing Law & Applicability of AMRCD

3.1. This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of India.

3.2. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.