



Bid Number: GEM/2021/B/1228582  
Dated: 20-05-2021

### Bid Document

Bid Details	
Bid End Date/Time	09-06-2021 14:00:00
Bid Opening Date/Time	09-06-2021 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Agriculture And Farmers Welfare
Department Name	Department Of Agricultural Research And Education (dare)
Organisation Name	Indian Council Of Agricultural Research (icar)
Office Name	National Dairy Research Institute Karnal / North
Total Quantity	950000
Item Category	compound cattle feed(Mash)
Minimum Average Annual Turnover of the Bidder	50 Lakh (s)
Years of Past Experience required	2 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,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),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	50 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	9

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Director

National Dairy Research Institute Karnal / North, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare  
(The Director, Icar-unit, Ndri,karnal)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for

supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
27-05-2021 11:00:00	on Zoom platform, details of the pre-bid meeting will be uploaded on Institute website ndri.res.in

#### Compound Cattle Feed(Mash) ( 950000 kilogram )

(Minimum 60% Local content required for MII compliance)

Brand Type	Unbranded
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#### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
1	Subhash Chander Dhiman	132001, ICAR - NATIONAL DAIRY RESEARCH INSTITUTE, KARNAL ;HARYANA 132001	Quantity	Delivery to start after	Delivery to be completed by
			250000	20	50
			250000	61	90
			250000	101	130
			200000	151	180

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

S.No.	Document Title	Description	Applicable i.r.o. Items
1	terms and conditions <a href="#">View</a>	terms and conditions for compound feed	Compound Cattle Feed(Mash)(950000)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these

**additional scope and drawings are generalized and would not lead to any restrictive bidding.**

## **Buyer Added Bid Specific Additional Terms and Conditions**

1. Buyer uploaded ATC document [Click here to view the file.](#)
2. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
5. **Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
6. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - b. Execution certificate by client with order value.
  - c. Any other document in support of order execution like Third Party Inspection release note, etc.
7. **ISO 9001:** The bidder or the OEM of the offered products must have ISO 9001 certification.
8. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
9. **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.
10. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
11. **Scope of supply (Bid price to include all cost components) :** Supply Installation Testing and Commissioning of Goods
12. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of ICAR UNIT NDRI KARNAL payable at KARNAL. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
13. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of THE DIRECTOR ICAR-UNIT NDRI KARNAL A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
14. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
15.
  1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
16. **Testing of Sample:** The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.
17. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
18. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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.

[This Bid is also governed by the General Terms and Conditions](#)

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.

**---Thank You---**

## QUALIFICATION CRITERIA FOR THE TECHNICAL BID

- i. Scanned copy of Bid Security Declaration accepting that if they withdraw or modify their bids during the period of validity etc., they will be liable to be suspended for two years (mandatory for all bidders including NSIC/MSME/MII firms).
- ii. Scanned Copy of GSTIN in the Name of the firm/Proprietor.
- iii. Scanned Copy of PAN Card in the name of the firm/Proprietor.
- iv. Scanned Copy of Purchase orders as a proof for supply of Animal Compound Feed (in ICAR Institutes/Universities/Autonomous Bodies/listed companies/Registered companies /any other Govt. Deptt./Organisations of repute) of worth Rs. 1.00 Crore (Rupees One Crore) during last 02 Years (FY 2019-2020 and 2020-2021) either directly / through their authorized dealer and / or their authorized stockiest (billing proof).
- v. Scanned Copy of profit & loss and balance sheet of the firm for last 2 years i.e. FY 2018-19 & 2019-20 certified by the Chartered Accountant having minimum turnover not less than **Rs. 50 Lakhs in each** of the financial year failing which the firm will not be considered as technically responsive.
- vi. Scanned Copy of income tax return for the FY 2018-19 & 2019-20.
- vii. Scanned Copy of Cancelled Cheque of the bank in which the firm maintains its account.
- viii. Scanned Copy of duly filled, signed and sealed Manufacturer's **Authorisation (if any)**.
- ix. Scanned Copy of signed and stamped Certificate indicating details/name of **blood relatives of the bidder engaged/employed in ICAR-NDRI, Karnal** at a prominent permanent post/position, if any. **Otherwise, Nil-Engagement certificate**, signed and stamped, is to be given.
- x. The scanned copy of **Tender Acceptance** that the bidder shall abide by the terms and condition of the tender and supply the compound feed strictly as per the specification determined by the tendering authority/purchaser.
- xi. The scanned copy of an **UNDERTAKING** stating that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, the firm will be liable to punitive action.
- xii. Scanned copy of the **UNDERTAKING** that the firm has not been **Blacklisted/banned/debarred** during the last five years.
- xiii. Scanned copy of **CERTIFICATE FOR FEED MANUFACTURING CAPACITY OF 50 TONNE PER DAY** by manufacturer or authorized dealer.

## **GENERAL INFORMATION/TERMS & CONDITIONS**

1. A Bidder [requiring](#) any [clarification or elucidation](#) on any [issue of the Bidding documents](#) may take up the same with the purchaser in [writing or by fax / e-mail/post](#).
2. If a Bidder asks for GST to be paid extra, the rate and nature of GST applicable should be shown separately.
3. Alternative Bids shall not be considered.
4. If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
5. The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.
6. The supply will be accepted on net weight basis.
7. The supply will be accepted on any working day during office hours from 09.30AM to 05.00 P.M.
8. Rejected supply on visual verification report of Inspector/Inspection Committee of the Institute and any excess quantity supplied must be lifted within a week failing which demurrage charges will be imposed @Rs.50/- per week per 50 Kg bag of compound feed/calf starter. Broken period of a week will be treated as a complete week.
9. The supply should be made as per the schedule given in the contract. In case the material do not conform with our specifications and rejected, the rejected material will be replaced by appropriate quality required by the Institute within 10 days, otherwise purchase will be made at the supplier's risk and cost, and they will be liable to bear any loss which the Institute may sustain on that account. Also demurrage charges as indicated in clause-8 above will be imposed from the 11th day of the supply if not lifted in time.
10. Payment will be made after submission of proper and valid bills in proper format alongwith all required documents after satisfactory quality and quantity verification, within 30 working days after quality approval by the Institute.
11. The Institute may make second analysis of the supplied material in case it is felt at the discretion of the Institute and NOT on the request of the supplier.
12. Performance Security @3% of the ordered value has to be deposited in the form of Bank Draft/FDR/Bank Guarantee within 14 days of placing order or before execution of the supply, whichever is earlier. The instrument should be issued from a scheduled commercial bank.
13. Empty bags will not be returned.
14. Liquidating damage charges and forfeiture of EMD/Security Money shall be imposed, if the supplier fails to deliver any or all the goods within the time period specified in the contract. Deduction may also be made from the running bill of the firm if it is felt necessary.
15. In the event of rejections (not deductions) of 4 (four) supplies during the contract period, the performance security of the firm will be forfeited and the firm will be blacklisted.



16. Packaging:- The material should be packed in clean and proper bags preferably 50 kgs in each bag. Each bag should be properly stitched or sealed.
17. Conditional tender will be outright rejected.
18. The Bid should be submitted in two parts of bid i.e. Technical Bid and Financial Bid. Financial Bid of a firm will only be opened once its technical bid is found to be responsive. No manual Bid will be considered. Any change/modification in the Tender Document/Schedule of Tender will be intimated by corrigendum in the aforesaid website. The names of the responsive firms of technical bid and financial bid will also be uploaded in the same Website for the information of the bidders.
19. In case of any dispute between the purchaser and the supplier, it may be referred to the arbitrator nominated by the Director, ICAR-NDRI, Karnal as per Arbitration Act, 1996 and the Venue of Arbitration shall be Karnal.
20. The Director, ICAR-NDRI, Karnal reserves the right to reject any or all tenders without assigning any reasons.
21. Inspection and Quality Control:- If during inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
22. Terms of Delivery:- Goods shall be delivered to Central Store, ICAR-NDRI, Karnal.

### **23. DELAY IN THE SUPPLIER'S PERFORMANCE**

- i. The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
- ii. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (a) imposition of liquidated damages,
  - (b) Forfeiture of its performance security and
  - (c) Termination of the contract for default.
- iii. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
  - (a) The purchaser shall recover from the supplier, under the provisions of the Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches



the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

#### 24. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages @ 0.5% for per week delay in supply subject to maximum of 10%

#### 25. TERMINATION FOR DEFAULT

- i. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- ii. In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

#### 26. FORCE MAJEURE

- i. The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- iii. If a Force Majeure Situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. 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 exceeding

sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

- iv. In case due to a Force Majeure event, the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. TERMINATION FOR CONVENIENCE:-**

- i. The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- ii. The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:
  - a). to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b). to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## **28. NOTICES :-**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing, which will also provide proof of receipt by the other party, or by post, e-mail or facsimile and confirmed in writing. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

## **29. RESOLUTION OF DISPUTES :-**

1. If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided:

- i) When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.
  - ii) When the contract is with foreign supplier, the supplier has the option to choose either Indian Arbitration and Conciliation Act, 1996 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
3. **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued.

30. **APPLICABLE LAW:-**

The contract shall be interpreted in accordance with the laws of India.