

TENDER DOCUMENT

INVITATION TO TENDER AND INSTRUCTIONS TO THE TENDERERS FOR SUPPLY OF NEW PHOTOCOPIER MACHINES ON HIRE CUM MAINTENANCE BASIS

No.A/30024/PPC(H)/CAO/MP III

Government of India
Ministry of Defence,
Office of the JS (Trg) & CAO
E-Block Hutments, Dalhausie Road,
New Delhi-110011.

Date : 23 Dec 2011

The JS (Trg) & Chief Administrative Office, Ministry of Defence, New Delhi, for and on behalf of the President of India, hereinafter called the Government, invites you to tender two-bid for **Supply of 61 Nos. photocopier machines on Hire cum Maintenance in various offices of ISOs/CAO for a period of one year and further extendable for two more years subject to satisfactory performance** and quality service provided by the firm and so certified by the user offices. The terms, conditions, stipulations and information are shown in the appropriate chapters as below:-

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|------------|---|
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(Abinash Kumar)
SAO/MM-II
for JS (Trg) & CAO

Chapter-1

INSTRUCTIONS TO BIDDERS

1. The tender should be submitted in Tender Forms as per Chapter 4 & 5 i.e. the forms for Technical and Commercial Bid respectively. The envelope should be sealed and superscribed as “ Tender for supply of photocopier machines on Hire cum Maintenance Basis”.
2. The tender should be submitted in two-bid pattern i.e. Technical Bid (containing complete technical and other details) and Commercial Bid as per Chapter-4 & 5 respectively. Both the envelopes should be sealed separately and superscribed as “Quotation for Supply of Photocopier Machines on Hire cum Maintenance Basis - Technical Bid” and “Quotation for Supply of Photocopier machines on Hire cum Maintenance Basis - Commercial Bid” respectively. Both the envelopes should then be placed in another sealed envelope and superscribed as “Tender for Supply of Photocopier Machines on Hire cum Maintenance Basis”.
3. The firms quoting for the tender should have at least three years experience in undertaking such type of jobs in Government offices and must submit a list of such Department/Ministry concerned along with satisfactory service certificate mentioning name/designation/telephone numbers etc where they have rendered such work for three or more years.
4. The firm should not have been blacklisted during last three years in any government organisations. If it is found at any time during contract period that the firm is blacklisted then the contract will immediately be cancelled and the performance security deposit will be forfeited.
5. The tenders complete in all respects in two-bid pattern should be submitted in a sealed cover to reach this office by **1300 hrs on 02 Feb 2012** either in person or by Registered post. Tenders may be put in the tender box kept in the Reception Office at ‘E’ Block, Dalhousie Road, New Delhi.. The tenders should be addressed to JS (Trg) & CAO, Min of Defence, E Block, Dalhousie Road, New Delhi – 110 011. The tender(s) received after the said date and time shall not be accepted.
6. The Technical Bid will be opened immediately after opening of the tender box on **02 Feb 2012** at **1500 Hrs**. Date of opening of Commercial Bids will be notified to the firms whose technical bids are found qualified by the TEC (Technical Evaluation Committee). Tenderers or their authorized representative may be present at the time of opening of tenders.

7. The rates for Supply of Photocopier Machines on hiring cum maintenance basis should be mentioned in the “Commercial Bid” indicating details of taxes/levies of Central/State Govt. Rates, if mentioned in the technical Bid, will make the tender invalid.

8. The rate quoted should be all inclusive i.e. transportation/shifting of photocopiers from one place to another place, if required, and reinstallation at the new site. The Supply of Photocopier machines on Hire cum Maintenance Basis shall be on a comprehensive service basis i.e. no extra charges for any spare parts, or any accessories required will be paid by this office.

9. Earnest Money: The tenderers shall deposit a sum of **Rs. 40,000/- (Rupees Forty Thousand Only)** as Bid Security (also known as Earnest Money) in the form of a Account Payee Demand Draft or a Fixed Deposit Receipt or a Banker’s Cheque or a Bank Guarantee from any of the commercial banks in an acceptable form in favour of JS (Trg) & CAO, Min of Defence, New Delhi, and forward the same alongwith the tender (Technical Bid). The bid security should remain valid for a period of three months beyond the final bid validity date. Tenders not accompanied by the requisite earnest money will not be considered. Neither the earnest money deposited by the tenderer with the JS (Trg) & CAO, Min of Defence, New Delhi, against any other tender submitted by him nor the amount of his bills which may be outstanding with the JS (Trg) & CAO shall be adjusted against the earnest money required for this Tender. The earnest money of the successful tenderer will be returned as soon as the required “security deposit” mentioned hereinafter is furnished. The earnest money of the unsuccessful tenderers will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract. The earnest money shall not bear any interest.

10. Any tender in which either the terms and conditions are not acceptable by the tenderer in full or any other conditions are imposed (i.e. conditional tender), will be summarily rejected.

11. The tenderers are permitted to tender on the explicit understanding that they shall not be entitled to resile from their offer or modify the terms and conditions given herein once the same have been received by the JS (Trg) & CAO, Ministry of Defence, New Delhi. If tender is withdrawn/amended or any further conditions are imposed by the tenderer, the earnest money deposited by the tenderer shall be forfeited without prejudice to any other right or remedies by the Government for such breach on the part of the tenderer.

12. Tenders should be signed by a person who is legally competent to do so. Person signing the tender form or any other document forming part of the

contract on behalf of the other shall be deemed to warrant that he had the authority to bind such other persons and if, on any enquiry, it transpires that the person signing the documents had no authority to do so, the Government may, without prejudice to other civil and criminal remedies, cancel the contract, forfeit the earnest money/security deposit and hold the signatory liable for such costs and damages as considered necessary by the Government.

13. Acceptance of the tender by the Government shall be communicated to the successful tenderer by a formal letter of acceptance of tender.

14. **Performance Security Deposit** : On receipt of letter of acceptance of tender from the Government, the contractor shall within a period of Ten days, deposit Performance Security Deposit as mentioned in Para 4 of Terms and Conditions (Chapter-2). Performance Security is to be furnished in the form of Account Payee Demand Draft or a Fixed Deposit Receipt or a Bank Guarantee from a commercial bank in an acceptable form pledging the amount of deposit in favour of the JS (Trg) & Chief Administrative Officer, Ministry of Defence, New Delhi, and deliver the deposit certificate/pass book to the JS (Trg) & Chief Administrative Officer for custody. The Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. On due performance and completion of the contract in all respect to the entire satisfaction of JS (Trg) & Chief Administrative Officer, the security deposit shall be refunded to the contractor only after adjusting any payment, if any, due to the Government under this or any other contract. Should the contract be not performed to entire satisfaction of the JS (Trg) & Chief Administrative Officer, he shall be entitled to forfeit the security deposit in part or in full as may be considered reasonable by him. The verdict of the JS (Trg) & Chief Administrative Officer shall be final in this respect. Should the contractor fail to provide the said security deposit within the stipulated period, such failure shall amount to breach of the contract and the JS (Trg) & Chief Administrative Officer shall be entitled to make other arrangements at the contractor's risk and cost without giving any further notice to him and in addition forfeit the earnest money of the contractor.

15. JS(Trg) & CAO is not bound to accept any tender or assign reasons for non-acceptance thereof and reserves to himself the sole and exclusive right of accepting any tender.

16. Submission of the tender by a tenderer shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasing of any terms and conditions is not permitted.

17. This invitation to Tender and instructions to the Tenderers for Supply of Photocopier machines on Hire cum Maintenance Basis, has also been put on the websites of the Ministry of Defence i.e <http://tenders.gov.in> and <http://caomod.nic.in>. Blank tender forms and other details can also be downloaded from the website. In that case firm has to enclose the fee of Rs.100/- (non-refundable) in the form of crossed DD in favour of “ JS (Trg) & CAO, Ministry of Defence, New Delhi” Tenders without such fees will be summarily rejected. This office will also accept all such tenders provided it fulfills all the terms and conditions and are submitted within due date and time.

18. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected outrightly.

19. **Qualifying Requirements (QR) :-**

- (i) The firm will enclose Service Tax Certificate and Annual Turnover Statement (audited) for last financial year with the offer, along with the registration certificate to prove payment of Govt taxes/duties.
- (ii) The firm is to give an undertaking that if it is awarded the contract it will agree to abide by all the terms and conditions including the security related instructions applicable in the working area/MOD Security Zone.
- (iii) A Bank Solvency Certificate issued not before 23 Dec 2011 should be attached with the tender.
- (iv) The Firm should be ESI/PF Holder and enclose the relevant documents alongwith the tender bid.

Chapter-2
TERMS & CONDITIONS

The terms and conditions of the contract will be as under: -

- (1) Photocopier machines to be supplied by the firm should be digital only
- (2) **The number of photocopier machines to be hired is 61, which is liable to increase or decrease at the sole discretion of the Government** during the period of the contract and the Tenderers shall have to supply/lift off/shift from one place to another/replace photocopier machine as and when required by the JS (Trg) & CAO anywhere in Delhi/New Delhi during the period of contract. **The firm will quote the rates of rental in the Commercial Bid for each photocopier for 5000 free copies per machine per month.**
- (3) All Photocopier machines should be new only. The minimum specifications of the machines which will be supplied by the firm should match the specifications as mentioned in Chapter 3. The successful firm will have to submit the original invoices of all those photocopier machines, which are to be installed in various offices of ISOs/CAO to ensure the manufacturing and purchase date of the photocopier machines. List of locations where photocopier machines are to be installed will be provided only to the successful bidder later on.
- (4) The successful bidders(s) will have to submit a Performance Security Deposit (in the form of Account Payee Demand Draft or a Fixed Deposit Receipt or a Bank Guarantee) from a commercial bank in an acceptable form equivalent to the value of five percent (5%) of the total value of the contract (to be decided later) excluding service/sales tax/VAT within ten days from the date of award of contract. Performance Security Deposit would be in the name of JS (T) & CAO, Ministry of Defence, New Delhi and valid for a period of sixty days beyond the date of completion of all contractual obligations.
- (5) A complaint will be attended to within 24 hours from the time of its lodging failing which a penalty @ Rs.100/- per photocopier machine per day will be recovered from hiring charges till the complaint is attended to and the photocopier machine made fully functional. During the currency of the contract period, it will be the responsibility of the contractor to keep the equipments in perfect working order.
- (6) The payment of hiring charges for photocopier machines will be made on monthly basis based on the performance certificates to be obtained from the users (signed by an officer not below the rank of Section Officer), which will be

submitted alongwith the bill. In case of non-satisfactory performance, the amount as deemed appropriate may be deducted from the total bill/security deposit as decided by the office of JS (T) & CAO in consultation with the user office. The terms and conditions will be executed under the supervision of the user office.

(7) In case, any photocopier machine is to be taken out for repairs to firm's workshop, a standby machine of same/higher configuration shall be provided by the firm. Toner/developer and other consumables will be provided by the contractor free of cost. The machine should remain functional all the time with production of acceptable quality of reprints.

(8) The firm shall have to depute at least one well qualified engineer having a minimum experience of three years on full time basis for the service of the Photocopier machines. The service engineer will sign the attendance register at 0900 hrs on all working days and be available up to 1730 hrs in the evening. The engineer deputed should be well versed with the machines installed by the firm and equipped with all essential spare parts and tool kits.

(9) The services of the engineer of the contractor may be required on non-working days or beyond office hours on working days on some occasions to meet emergency situation. The contractor shall ensure that on such occasions also the personnel are deputed.

(10) Any problem reported by the users will be notified to the contractor's engineers and will be attended to by them based on the priority indicated by this office.

(11) The requirement of keeping a minimum of one service engineer will be mandatory. A penalty of Rs.100/- per day for not posting the stipulated staff on any day will be imposed. The deputed/resident engineer should not be changed frequently so as to avoid disruption in services.

(12) The contractor will have to follow all the security instructions applicable from time to time. If the engineers are found guilty of any violation of security norms, they will be liable to be prosecuted under the law.

(13) The contract is on comprehensive basis i.e. no extra charges for any spare parts, or any accessories required will be paid by this office.

(14) The contractor shall not further sub-contract the CAMC under any circumstances to a third party/sub-contractor for the maintenance.

Chapter 3

SPECIFICATION OF PHOTOCOPIER MACHINE FOR HIRING

1. Minimum specifications for Digital Photocopier machine (new one only) to be supplied by the firm on Hire-cum-maintenance basis:-

Sl. No.	Description	Requirement
1.	Paper Size	A3
2	Copying speed (No. of copies per min)	16
3.	RAM in MB	16
4.	Zoom Range	50 % to 200%
5.	No. of Multiple copies	01 to 99
6.	Printing resolution	600X 600 dpi

Chapter- 4
TENDER FORM (Technical Bid)

Tender No. _____ Dated _____

(TENDER FOR SUPPLY OF PHOTOCOPIER MACHINES ON HIRE
CUM MAINTENANCE BASIS)

1. Tender to be addressed to : The President of India
2. Tender to be submitted to : JS (Trg) & CAO,
Ministry of Defence,
'E' Block, New Delhi-110011
3. Last date for receipt of tender : 1300 hrs on 02 Feb 2012.
4. Time, date and place for opening the tenders. : 1500 hrs on 02 Feb 2012
JS(Trg) & CAO
Ministry of Defence, 'E'
Block, New Delhi-110011.
5. Name of the firm with registered address and telephone No. : _____

6. Present Address with telephone No. : _____

7. Capacity in which the tender is signed by the tenderer : _____
8. Technical Specification :-
 - (a) Qualifications of Engineer representing your firm and their number:
 - (b) Briefly describe the details of infrastructure of the firm :
 - (c) Details of having similar experience(at least three yrs) of job in Govt offices/other offices (with satisfactory certificates) :

9. Details of Digital Photocopier Machines to be supplied by the firm:

Sl. No.	Description	Details (to be filled by the firm)
1.	Model/make of photocopier machine	
2	Year of manufacturing	
3.	Paper Size	
4.	Copying speed (No. of copies per min)	
5.	RAM in MB	
6.	Zoom Range	
7.	No. of Multiple copies	
8.	Printing resolution	
9.	Number of Photocopier machine which can be supplied by the firm	

10. Bank solvency certificate (Mandatory) : Attached/Not attached

11. Income/Service Tax clearance certificate (Mandatory), Reasons to be given if not subject to income tax -----

12. Earnest money deposited : Rs. 40,000/-
(Rupees Forty Thousand only)
(Attach receipt)
Receipt No. _____
Dated _____

13. Terms & conditions of contract contained in the invitation to tender and Instructions to bidders : ACCEPTED

Place: _____

Signature of Tenderer
Name in Block letters
Date _____
Capacity _____

Witnesses:

- 1.
- 2.

CHAPTER 5:
TENDER FORM (Commercial Bid)

Tender No. _____ Dated _____

(TENDER FOR SUPPLY OF PHOTOCOPIER MACHINES ON HIRE
CUM MAINTENANCE BASIS)

1. Tender to be addressed to : The President of India
2. Tender to be submitted to : JS (Trg) & CAO,
Ministry of Defence,
E-Block, New Delhi-110011
3. Time, date & place of opening : To be intimated separately
of Commercial Bid after evaluation of Technical
Bids by the O/o JS (T)& CAO
4. Rate tendered for supply of Digital Photocopier machines on Hire cum
Maintenance Basis:-

Model/Make of Photocopier machines	Year of manufacturing	Monthly rent per machine for 5000 free copies (in Rs.)	Rate per subsequent copy above 5000 copies for each machine (in Rs.)	VAT/ Other tax*

* Other tax, if any, may also be indicated separately giving full details of nature of tax and percentage of tax.

Place: _____

Witnesses:

1.

2.

Signature of Tenderer

Name _____

(in Block letters)

Date _____

Capacity _____

Chapter 6

AGREEMENT FOR SUPPLY OF NEW PHOTOCOPIER MACHINES ON HIRE CUM MAINTENANCE BASIS

This agreement made on thisday of2011 between the President of India represented by the Deputy Chief Administrative Officer, Ministry of Defence, Government of India, hereinafter referred to as the “Government” (which expression shall include his permitted assignee) on the one part and M/s herein after referred to as the “Contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and legal representatives) on the other part.

Whereas the Government has called for tenders for supply of new photocopier machines on hire cum maintenance basis vide letter No..... dated.....2011 and the contractor has submitted a tender No.dated2011 which has been accepted by the Government vide letter No..... dated 2011.

NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Period of Contract: All the rates, terms and conditions of this agreement will be applicable initially for a period of one year from the date of award of the contract and also for the extended period, if any. The JS (Trg) & Chief Administrative Officer shall be at liberty to increase or decrease the number of machines during the period of the contract. The JS (Trg) & Chief Administrative Officer reserves the right to discontinue the contract of supply of new photocopier machines prior to the completion of the specified period or to extend the job beyond the said period.

2. Security Deposit : On receipt of letter of acceptance of tender from the Government, the contractor shall within a period of Ten days, deposit Performance Security Deposit equivalent to 5% of the total value of the contract as mentioned in Para 4 of Terms and Conditions (Chapter-2). Performance Security is to be furnished in the form of Account Payee Demand Draft or a Fixed Deposit Receipt or a Bank Guarantee from a commercial bank in an acceptable form pledging the amount of deposit in favour of the JS (Trg) & Chief Administrative Officer, Ministry of Defence, New Delhi, and deliver the deposit certificate/pass book to the JS (Trg) & Chief Administrative Officer for custody. The Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. On due performance and

completion of the contract in all respect to the entire satisfaction of JS (Trg) & Chief Administrative Officer, the security deposit shall be refunded to the contractor only after adjusting any payment, if any, due to the Government under this or any other contract. Should the contract be not performed to entire satisfaction of the JS (Trg) & Chief Administrative Officer, he shall be entitled to forfeit the security deposit in part or in full as may be considered reasonable by him. The verdict of the JS (Trg) & Chief Administrative Officer shall be final in this respect. Should the contractor fail to provide the said security deposit within the stipulated period, such failure shall amount to breach of the contract and the JS (Trg) & Chief Administrative Officer shall be entitled to make other arrangements at the contractor's risk and cost without giving any further notice to him and in addition forfeit the earnest money of the contractor.

3. Rates of photocopier machine on hire cum maintenance basis:

Model/Make of Photocopier machines	Year of manufacturing	Monthly rent per machine for 5000 free copies (in Rs.)	Rate per subsequent copy above 5000 copies for each machine (in Rs.)	VAT/ Other tax*

* Other tax, if any, may also be indicated separately giving full details of nature of tax and percentage of tax.

4. The terms and conditions of the contract will be as under: -

(i) Photocopier machines to be supplied by the firm should be digital and brand new only.

(ii) The number of photocopier machines to be hired, is liable to increase or decrease at the sole discretion of the Government during the period of the contract and the Tenderers shall have to supply/lift off/shift from one place to another/replace photocopier machine as and when required by the JS (Trg) & CAO anywhere in Delhi/New Delhi during the period of contract

(iii) All Photocopier machines should be new and in perfect working condition only. The minimum specifications of the machines which will be

supplied by the firm should match the specifications as mentioned in Chapter 3. The successful firm will have to submit the original invoices of all those photocopier machines, which are to be installed in various offices of ISOs/CAO to ensure the manufacturing date of the photocopier machines. List of locations where photocopier machines are to be installed will be provided only to the successful bidder later on.

(iv) The successful bidders(s) will have to submit a Performance Security Deposit (in the form of Account Payee Demand Draft or a Fixed Deposit Receipt or a Bank Guarantee) from a commercial bank in an acceptable form equivalent to the value of five percent (5%) of the total value of the contract (to be decided later) excluding service/sales tax/VAT within ten days from the date of award of contract. Performance Security Deposit would be in the name of JS (T) & CAO, Ministry of Defence, New Delhi and valid for a period of sixty days beyond the date of completion of all contractual obligations.

(v) A complaint will be attended to within 24 hours from the time of its lodging failing which a penalty @ Rs.100/- per photocopier machine per day will be recovered from hiring charges till the complaint is attended to and the photocopier machine made fully functional. During the currency of the contract period, it will be the responsibility of the contractor to keep the equipments in perfect working order.

(vi) The payment of hiring charges for photocopier machines will be made on monthly basis based on the performance certificates to be obtained from the users (signed by an officer not below the rank of Section Officer), which will be submitted alongwith the bill. In case of non-satisfactory performance, the amount as deemed appropriate may be deducted from the total bill/security deposit as decided by the office of JS (T) & CAO in consultation with the user office. The terms and conditions will be executed under the supervision of the user office.

(vii) In case, any photocopier machine is to be taken out for repairs to firm's workshop, a standby machine of same/higher configuration shall be provided by the firm. Toner/developer and other consumables will be provided by the contractor free of cost. The machine should remain functional all the time with production of acceptable quality of reprints.

(viii) The firm shall have to depute at least one well qualified engineer having a minimum experience of three years on full time basis for the service of the Photocopier machines during the contract period. The service engineer will sign the attendance register at 0900 hrs on all working days

and be available up to 1730 hrs in the evening. The engineer deputed should be well versed with the machines installed by the firm and equipped with all essential spare parts and tool kits.

(ix) The services of the engineer of the contractor may be required on non-working days or beyond office hours on working days on some occasions to meet emergency situation. The contractor shall ensure that on such occasions also the personnel are deputed.

(x) Any problem reported by the users will be notified to the contractor's engineers and will be attended to by them based on the priority indicated by this office.

(xi) The requirement of keeping a minimum of one service engineer will be mandatory. A penalty of Rs.100/- per day for not posting the stipulated staff on any day will be imposed. The deputed/resident engineer should not be changed frequently so as to avoid disruption in services.

(xii) The contractor will have to follow all the security instructions applicable from time to time. If the engineers are found guilty of any violation of security norms, they will be liable to be prosecuted under the law.

(xiii) The contract is on comprehensive basis i.e. no extra charges for any spare parts, or any accessories required will be paid by this office.

(xiv) The contractor shall not further sub-contract the CAMC under any circumstances to a third party/sub-contractor for the maintenance.

5. TERMS OF PAYMENT : No amount shall be paid in advance for supply of new photocopier machines on hire cum maintenance basis. Payment to the contractor will be made as per the normal procedure as applicable in Defence HQ and as mentioned above in Para 4 sub-Para (vi).

6. Notwithstanding anything contained herein, the Government reserves the right to terminate this contract of supply of new photocopier machines on hire cum maintenance basis at any time before the completion of its period as specified in Para 1 above, either in full or in part, after giving a 30 days notice in writing to the Contractor by registered/speed post or to extend the Contract beyond the said period. In case of any breach of this agreement by the firm or the Firm not responding a written notice as specified above, the Government shall be entitled to cancel the contract and make alternative arrangements without giving any further notice to the firm and recover from the firm the extra expenditure or

any loss sustained by the Government. The Government shall have no further liability to make any payment in terms of this Agreement and all the obligations under this Agreement shall cease after the expiry of the said period of Notice. Provided that no Notice is required to be given except a letter of termination, in case the Contractor fails to comply with the terms and conditions of this Agreement as specified in this contract.

7. In the event of discontinuance/extension of contract for a period which cannot be counted in full year, the charges shall be payable on pro-rata basis taking in to account only full months. If the photocopiers are rendered unserviceable due to any reasons like natural calamity for which the firm cannot be held responsible during the duration of the contract as specified in this agreement, the Firm shall be paid for the period in which affected equipment was in actual use on pro-rata basis.

8. The contractor shall not, under any circumstances, offer or give or agree to give to any person in Government Service any gift or consideration of any kind and any inducement for reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or executing of this or any other contract or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract. Any breach of this condition by the contractor or by anyone employed by him or acting on his behalf whether with or without his knowledge shall entitle the Government to discontinue the service of maintenance of photocopiers, forfeit the Security Deposit, terminate the contract forthwith and deduct from the contractor's bill the amount of any loss or damage resulting from the cancellation thereof due to the Government, without prejudice to any other rights available under the terms of the contract or under law.

9. (a) In the event of any question, dispute or difference arising under this contract, or in regard to the interpretation of any of the terms hereunder, except as to any matter the decision of which is herein specifically provided for, the same shall be referred to the sole Arbitration of the Secretary, Ministry of Defence or such other person as may be appointed by him. There will be no objections on the ground that the Arbitrator is a Government servant and that he had to deal with the matters to which this contract relates or that in the course of his duties as a Government servant has expressed views on all or any other matters in dispute or difference. The award of the Arbitrator shall be final and binding on the Parties to this Contract. The Arbitrator may extend the time for making and publishing his award from time to time with the consent of both the parties subject to, as aforesaid and to the Arbitration and Conciliation Act, 1996, and the rules made there under and any statutory modifications thereof for the time

being in force which shall apply to the Arbitration proceedings under this Contract.

(b) If the Arbitrator is the Secretary, Ministry of Defence, and in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for the successor in office either to proceed with the reference himself or to appoint another person as Arbitrator and in the event of his being unable to act or becoming incapable of acting for any reason, it shall be lawful for the Secretary to appoint another person as Arbitrator.

(c) If the Arbitrator be a person appointed by the Secretary, Ministry of Defence, and in the event of his death or, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the Secretary, Ministry of Defence, either to proceed with the matter himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator. It shall be lawful for the Secretary, Ministry of Defence, in place of the outgoing Arbitrator, as the case may be to act on record of the proceedings as then taken in the Arbitration or to commence the proceeding de novo as decided in his discretion.

(d) No person other than the Secretary, Ministry of Defence, or the person appointed by him should act as Arbitrator and if for any reasons that is not possible, the matter is not to be referred to Arbitration at all.

(e) The venue of Arbitration shall be New Delhi.

10. Any notice given to the contractor under the terms of this Agreement shall be considered to be duly served if the same is delivered to, left for, or posted by registered mail to the contractor at his last known address. Any notice so posted shall be the prima facie proof of service at the expiration of the time in which, in the ordinary course of post it would reach the addressee to which it was sent.

11. After the execution of this contract, all notices to be given or taken on behalf of the President of India shall be given or taken by the JS(Trg) & CAO, Ministry of Defence, or any officer for the time being entrusted with functions/duties/ power of the said JS(T) & Chief Administrative Officer for the purpose.

12. The stamp duty leviable for the Agreement shall be borne by the Contractor.

13. This agreement has been executed in duplicate and one copy thereof has been retained by each contracting party.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand the day and year first above mentioned.

(Signature of the Contractor)

Name_____

Address_____

(JP Dwivedi)

Dy Chief Administrative Officer

For and on the behalf of the
President of India

Witnesses :

1._____

2._____