



F.No.4-1(21)/15-16/P&C/DRR CORE

Date:15-06-2015

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE JOB WORK CONTRACT FOR PROVIDING (PRINTING JOBS) AT DIRECTORATE OF RICE RESEARCH, RAJENDRANAGAR, HYDERABAD 500 030

- a) Cost of Tender Form R.s.500/- (Rupees five hundred only)
- b) Last date of receipt of Tenders in Office is 01:00 PM 07-07-2015.
- c) Tenders (technical bids) to be opened at 02:30 PM 07-07-2015.
- d) Tender to remain open for acceptance upto 90 days from the date of opening
- e) The Tender document is also available at our web-site <http://www.drricar.org>.

Note:

- 1. The Project Director, DRR, Rajendranagar, Hyderabad may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
- 2. If the date upto which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.
- 3. Note: All Communications must be addressed to Project Director, Directorate of Rice Research, Rajendranagar, Hyderabad 500030

From:  
 Administrative Officer  
 Directorate of Rice Research  
 Rajendranagar, Hyderabad 500030

To  
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Dear Sir (s),

- 1) Sealed tenders are hereby invited on behalf of the Project Director, Directorate of Rice Research, Rajendranagar, Hyderabad for contract of PROVIDING JOB WORK CONTRACT for PROVIDING Printing jobs at Directorate of Rice Research, Rajendranagar, Hyderabad 500030. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tenders forms and its schedules. Please submit your rates in the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

- 2) An earnest money of Rs.50,000/- (Rupees fifty thousand only) must be deposited in the form of demand draft/pay order payable to Project Director, DRR, Rajendranagar, Hyderabad. The particulars of the earnest money deposited must also be superscribed on the top of the envelope by indicating the draft/pay order number and date, failing which the tenders will not be opened. The tenders will not be considered if earnest money is not deposited with the tenders.
- 3) The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resale from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the institute.
- 4) The Schedules of the tender form should be returned intact and pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter along with the tenders. Overwriting/erasing in rates to be quoted by the tenderer will be not allowed otherwise the tenders may be rejected.
- 5) The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
- 6) If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
- 7) In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so the institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

- 8) The original copy of the tenders is to be enclosed in double cover. The inner cover should be sealed. The outer cover should be superscribed JOB WORK CONTRACT FOR PROVIDING "PRINTING JOBS" AT DIRECTORATE OF RICE RESEARCH, RAJENDRANAGAR, HYDERABAD 500030 with address of this office and the tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All Tenders should be sent by Registered post. Tenders to be hand delivered should be put in the tender box, which will be kept in the Administrative Office of the Directorate of Rice Research, Rajendranagar, Hyderabad, not later than 01:00 PM 07-07-2015.
- 9) The rates quoted by each firm for job work contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the permanent representative, of the tenderer if any, may also be indicated.
- 10) The institute is not bound to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders in whole or in part. You are however, at liberty to Tender for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
- 11) An amount of Rs.1,00,000/- (Rupees one lakh only) as security deposit for the contract is to be deposited by the selected agency/successful tenderer only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited.
- 12) No interest on security deposit and earnest money deposit shall be paid by the institute to the tenderer.
- 13) Service Tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and ICAR / DRR will not entertain any claim whatsoever in this respect. However, the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- 14) The agency should submit solvency certificate from their bankers for more than Rs.25.00 lakhs.
- 15) Project Director, DRR reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
- 16) Decision of Project Director, DRR shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Project Director, DRR. Arbitration proceedings shall be governed by the Arbitration & constitution Act, 1996.

- 17) Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express letter etc. should be acted upon immediately.
- 18) Each Tenderer must also send attested Xerox copy of latest Income Tax Certificate/Assessment Order for the last (3) years.
- 19) The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document:-
- a. Registration certificate of the firm.
  - b. Minimum turnover of the firm, not less than Rs.50.00 lakhs (Rupees Fifty lakhs only) during the last financial year.
  - c. Last three years continuous experience of the firm in the field of providing such services in Central Govt. establishments /Autonomous bodies of Govt. of India/Corporation of Govt. of India/reputed public or private organizations provide the details in enclosed tabular form (Annexure to Schedule –II)
  - d. Certified balance sheet of the firm for last year of the service contract by the chartered accountant.
  - e. Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
  - f. Service Tax registration certificate issued by Govt. etc.,
  - g. Successful Tenderer will have to enter into a detailed contract agreement with DRR on non-judicial stamp paper of Rs.100/- (Rupees one hundred only).
  - h. Only those firms will be considered for financial bid who will qualify in the technical bid.

Note: The Technical bids and financial bids may be submitted in separate envelopes to be sealed and put in a main cover.

Yours faithfully,

Administrative Officer  
for and on behalf of the Project Director,  
Directorate of Rice Research,  
Rajendranagar, Hyderabad 500 030

TENDERS FOR PROVIDING JOB WORK CONTRACT FOR PRINTING JOBS

Full Name & Address of the Tenders in  
Addition to Post Box No., if any, should  
be quoted in all quotations to this office :

Telephone No. :

Telegraphic Address/FAX/Cellular No :

E. Mail Address :

From\_\_\_\_\_

\_\_\_\_\_

To  
Project Director  
Directorate of Rice Research  
Rajendranagar, Hyderabad 500030

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for the JOB CONTRACT FOR PROVIDING PRINTING JOBS and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/we shall be bound by a communication acceptance dispatched within the prescribed time.

I/we have understood these terms and conditions for the contract and shall provide the best services strictly in accordance with these requirements.

The following pages have been added to and form a part of this tender\_\_\_\_\_. The Schedules-I & II to accompany this Tender are at pages\_\_\_\_\_.

Every page so attached with this Tender bears my signature and the office seal.

Pay order/DD.No.\_\_\_\_\_ of Rs.\_\_\_\_\_ drawn in favour of Project Director, Directorate of Rice Research, Rajendranagar, Hyderabad and payable at \_\_\_\_\_us enclosed as earnest money required.

Yours faithfully,

Witness\_\_\_\_\_  
Address:\_\_\_\_\_  
Occupation\_\_\_\_\_

Signature & Seal of the Tenderer  
Telephone No.

Office:  
Resi:

Signature of witness to contractor's signature  
Address:  
Name & signature of Witness:  
Address

SCHEDULE TO TENDERS

PART-I

1. Name of the Firm/Agency :
2. Full address with Post Box No :
3. Constitution of the Firm/Agency :  
(Attached copy)
  - a. Indian Companies Act, 1956
  - b. Indian Partnership Act, 1932  
(Please give names of partners)
  - c. Any other Act, if not, the owner
4. (i) For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the Partnership agreement to arbitration has been conferred on the partner who has signed the tender.  
(ii) If answer to the above is in negative. Whether there is any general power of Attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the Partnership to arbitration.  
(iii) If answer to (i) or (ii) above is in the affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partners.
5. Name and Full Address of your Banker's
6. Value of solvency certificate issued by their bankers
7. Registration No., of the firm
8. PAN No.
9. EPF & ESI Nos. of the firm
10. Service Tax Regn., No. of the firm
11. Experience in number of years (Name & address of the client departments may be indicated)
  - a) Public Sector / Govt. Deptt
  - b) Private Sector
12. Turnover of last 5 years ( certified copy be attached)
13. Earnest Money Deposited  
Bank Name:  
DD No.-----dated-----  
Amount-----
14. Name and Address of the firm's Representative and whether the firm would be representing at the opening of the Tenders
15. Name of the Permanent Representative to be visiting DRR, Rajendranagar regarding the contract  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

## SCHEDULE-II

### GENERAL INFORMATION AND OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING JOB WORK CONTRACT FOR PRINTING JOBS

Scope of Work: To provide Job contract for PRINTING JOBS as given in the appendix to schedule II .

#### Terms & Conditions:

This invitation of tenders is open from "A" class offset multi colour sheeted private printers of twin cities of Hyderabad and Secunderabad.

1. The Tenderers can quote all the rates depending upon their past experience and financial standing.
2. Each Tenderer must also send attested Xerox copy of Sales Tax clearance certificate from the appropriate authorities in the form prescribed therefore for the last (3) years.
3. Each Tenderer must also enclose Scientific Publications Printed by their firm in the preceding five years period.
4. If Institute desires to print other sizes, which are not mentioned above, the nearest rates will be considered.
5. The tender must indicate rate of percentage of all taxes as applicable.
6. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost and taxes etc. The DRR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA, ESI. Etc.
7. Risk Clause: PD, DRR reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by rising a separate claim.

#### LIQUIDATED DAMAGES CLAUSE:

1. An amount equivalent to two days of contract amount, subject to a minimum of Rs.500/- will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the Agency by DRR and if no action is taken within one hour liquidated damages clause will be invoked.
2. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person(s) will have to be replaced immediately.

The Project Director, DRR reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of the Project Director, DRR shall be final and binding on the contractor/agency in respect of any clause covered under the contract.





## Appendix to Schedule – II

S.No	Name of the Work/Item	Specifications	Rate/Size (cms)					
			18.5 x 24.5	½ demy	¼ demy	1/8 demy	1/16 demy	A4
1.	Cover page cost (including front and back side – pages)	a) 210 GSM IAC. b) 210 GSM FAC. c) 250 GSM IAC. d) 250 GSM FAC. e) 300 GSM IAC. f) 300 GSM FAC. g) 130 GSM FA paper Matt.	18.5 x 24.5	½ demy	¼ demy	1/8 demy	1/16 demy	A4
2.	Text paper rte per leaf i.e. 2 pages to be quoted	a) 70 GSM Maplitho paper of reputed brand. b) 80 GSM Maplitho paper of reputed brand. c) 90 GSM Maplitho paper of reputed brand. d) 110 GSM (Art paper) – FA. e) 130 GSM (Art paper for photographs only) – IA paper. f) 130 GSM (Art paper for photographs only) – FA paper. g) 170 GSM (Art paper for photographs only) – IA paper. h) 170 GSM (Art paper for photographs only) – IA paper. i) Indian Art paper Matt 100 GSM.						
3.	Typesetting per page							
4.	Plate processing for black and white print (Single Colour Job)							
5.	Plate processing for Colour Print a) Plate processing per page (Two Colour Job) b) Plate processing per page (Three Colour Job) c) Plate processing per page (Multi Colour Job)							
6.	Printing of Text (Off Set printing) per page a) Single Colour b) Two Colour c) Three Colour d) Multi Colour	Up to 1000 copies						
7.	Printing of Cover page per page a) Single Colour b) Two Colour c) Three Colour d) Multi Colour	Up to 1000 copies						
8.	Printing of Cover page per page a) Single Colour b) Two Colour c) Three Colour d) Multi Colour	Up to 1000 copies						
9.	Design and layout charges including system work setting costs per page.							

10.	Lamination of cover page (to be quoted per page) a) Glossy. b) Matt c) Gloss +Matt Combination d) Spot UV Lamination e) Full UV Lamination					
12.	Binding charges per copy a) Perfect binding/Fuse binding -With section sewing -Without section sewing a) Hard binding. b) Center pinning c) Side pinning d) Wire binding e) Spiral binding f) Comp binding g) Loop binding					
13.	Scanning of photographs Rate per Sq. Mm	Black & White, Multi colour				
14.	Provision of Docket with pouch for CD, including good quality CD with PDF format of the print job along with hard copy (Optional as for the indent)	Rate per piece				
15.	Brochure/Folders printing job works: Typesetting, plate processing Multicolour printing excluding paper cost	Upto 1000 Nos.				
16.	Docket Pouches for A4 other size inserts (Rate per docket)	Upto 1000 Nos. Upto 1000 Nos. (Rate to the quoted per piece)				
17.	The Printer must provide 3 black & white and 2 colour proof printouts at various stages of editing and as designed by the indenter.					
18.	The indenter may ask for any number of proofs (soft copies) of the publication before finalizing final prints. However the number of black & white and colour print outs is restricted as above					
19.	The firm must provide PDF version/format of final publication along with hard copies.					
20.	VAT/Any other charges please specify.					
21.	i. CD Sticker paper labels ii. CD Docket multicolour printing iii. CD label printing iv. Spot UV coating 3 pages. v. Die making charges vi. CD stickers vii. CD docket creasing and punching viii. Pouch pasting with 2 side gum	Multiples of 50 or 100 copies				

Signature of the Tenderer



## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1 PARTIES:

(a) PARTIES: The parties to the contract are the bidder and the Purchaser, named in the Schedule.

(b) Authority of person signing the Contract on behalf of the Bidder:

A person signing the tender or any other document in respect of the contract on behalf of the bidder without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the bidder. If it is discovered at any time that the person so signing had no authority to do so, the Administrative Officer, may without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the goods and/or services at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of contract including any loss which the purchaser may sustain on account of such purchase.

(c) ADDRESS OF THE BIDDER AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER

(i) For all purchases of the contract, including arbitration there under, the address of the bidder mentioned in the tender shall be the address to which all communications addressed to the bidder shall be sent, unless the bidder has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Administrative Officer, or the heads of concerned Institutes. The bidder shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(ii) Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the bidder by a purchase officer and all such communications and notices may be served on the bidder either by registered post or by hand delivery at the option of such officer

### 2. AUTHORITY OF THE SECRETARY:

1. Risk in the goods and/or services:

The bidder shall perform the contract in all respect in accordance with the terms and conditions thereof. The goods and/or services and every constituted part thereof, whether in the possession or control of the bidder his agents or servants or a carrier, or in the joint possession of the bidder, his agents or servants and the purchaser, his agents or servants, shall remain in every respect at the risk of bidder until their actual delivery to the consignee/person specified in the Schedule at stipulated place or destination. The bidder shall be responsible for all loss, destruction, damage or deterioration of or to the goods and/or to the goods and/or services from any cause whatsoever while the goods and/or services after approval by the Inspector are awaiting dispatch or delivery or are in the course of transit from the bidder to the consignee/person named in the Schedule. The bidder shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the bidder for transmission to the consignee.

2. Consignee's right of rejection:

Notwithstanding any approval which the Inspector may have given in respect of the goods and/or services or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the bidder or the Inspector or under the direction of the Inspector) it shall be lawful for consignee, to reject the goods and/or services or any part portion or consignment thereof within reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such goods and/or services or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

3. a. Subletting and assignment: The bidder shall not, save with the previous consent in writing of the Administrative Officer, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless that any such consent shall not relieve the bidder from any obligation, duty or responsibility under the contract.

b. Changes in a firm:

i. Where the bidder is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Administrative Officer, which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

ii. On the date or retirement of any partner of the bidder firm before complete performance of the contract the Administrative officer may, at his option cancel the contract and in such cases the bidder shall have no claim whatsoever to compensation against the purchaser.

iii. If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the partnership Act has been sent by him to the Secretary by registered post acknowledgement due.

c. Consequence of breach: Should the bidder or a partner in the bidder's firm commit breach of either of conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the Administrative Officer to cancel the contract and purchase or authorize the purchase of the goods and/or services at the risk and cost of the bidder and in that event the provisions of clause 14 shall be applicable, apply.

d. The decision of the Administrative Officer, as to any matter or thing concerning or arising out of this sub-clause or on any question whether the bidder or any partner or the bidder firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the bidder.

### 3. ASSISTANCE TO THE BIDDER:

- A. The Bidder shall be solely responsible to procure any material or obtain any import or other license or permit required for the fulfilment of the contract and the grant by the Administrative Officer or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid shall not be construed as a representation on the part of the purchaser that the material covered by such license or permit or quota certificate is available or constitute any promise, under-taking or assurance on the part of the purchaser regarding the procurement of the same or effect any verification in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the bidder obtains any materials at less than the market price or the cost of production of the goods and/or services is lowered, the price of the goods and/or services payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Administrative Officer whose decision shall be final and binding on the bidder.
- B. Every agreement made by the Administrative Officer to supply or give assistance in the procurement of materials, whether from the Government stocks or by purchase under a permit or release order issued by or on behalf of or under authority from Government or by any officer empowered in that behalf by law or under arrangement made by the Administrative Officer shall be deemed to be subject to the condition that it will be performed with due regard to the other demands and only if it is found practicable to do so within the stipulated time and the decision of the Administrative Officer whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the bidder.

### 4. USE OF RAW MATERIALS SECURED WITH COUNCIL ASSISTANCE:

1. Where any raw material for the execution of the contract is procured with the assistance of the Council by purchase or under arrangement made or permit, license quota certificate or release order issued by or on behalf of or under authority from the Council or by any officer empowered in that behalf by law, or is issued from council's stock and where advance payments are made to the bidder enable him to purchase such raw materials for the execution of the contract, the contracts:
  - a. Shall hold such materials as trustee for the Council;
  - b. Shall use such materials economically and solely for the purpose of the contract;
  - c. Shall not dispose of the same without the previous permission in writing of the Secretary and;
  - d. Shall render due account of such material and return to the council as such place as the Administrative Officer may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.

On returning such material the bidder shall be entitled to such price there for as the Administrative Officer may fix having regard to the condition of such material.

2. Where the contract is terminated due to any default on the part of the bidder, the bidder shall pay all transport charges incurred for returning any material upto such destination as may be determined by the Administrative Officer and the decision of the Secretary in that behalf shall be final and binding on the bidder.
3. If the bidder commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the council for all money, advantage or profits accruing from or which in the usual course would have accrued to him reason of such breach.
4. Where the goods and/or services manufactured or fabricated by the bidder out of the materials arranged or procured by or on behalf of the Council are rejected the bidder shall without, prejudice to any other right or remedy of the Council, pay to the Council on demand the cost of price or market value of all such material whichever is greater.

5. QUOTATIONS OF RATES BY BIDDER:

- A. The price quoted by the bidder shall not be higher than the controlled price fixed by law for the goods and/or services or where there is no controlled price, save for special reasons stated in the tender be higher than the price usually charged by the bidder for goods and/or services of the same nature, class or description to the private purchaser.
- B. If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the bidder from a class or description, the bidder will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any misstatement it shall be lawful for the Administrative Officer – (i) to revise the price at any stage so as to bring it in contract and purchase the goods and/or services at the risk and cost of the bidder and in the event the provisions of clause 14 shall apply as far as applicable as if the bidder has failed to deliver the goods and/or services within the period fixed.

6. SECURITY DEPOSIT:

1. The bidder shall within a specified period as indicated in the SCC or such time extended as may be specified by the Administrative Officer at his sole discretion, furnish a security deposit at the rate or amount specified in the SCC or as the Security may specify and the security shall be in any of the following forms:
  - I. Cash, Money order, Bank Deposit Receipts of the State Bank of India, Demand Drafts on the State Bank Of India or Government Treasury Receipts paid to or in favour of Administrative Officer, DRR head of the Research Institute under administrative control of Indian Council of Agricultural Research or purchaser as the case may be.

II. Treasury Savings Deposits, Post Office Cash certificates or Defence Savings Certificates 10 Year Defence Deposit Certificates, at their surrender value at the time of tender endorsed in favour of Administrative Officer, DRR Head of the Research Institute under administrative control of I.C.A.R. or purchaser as the case may be.

III. National Plan, National Savings or National Plan Savings Certificates, 12 years National Defence certificates at their surrender value at the time of tender, Post Office Savings Bank (Security Deposit Account) pledged in favour of Administrative Officer, DRR Head of the Research Institute under administrative control of I.C.A.R. or purchaser as the case may be.

No other form of Security shall be accepted.

2. If the bidder fails to furnish security within the specified period, it shall be lawful Administrative Officer.
3. No claim shall be against the purchaser either in respect of interest or only depreciation in the value of security. In case of Bank Deposit receipts the purchaser shall not be responsible for any loss that may result an account of failure of such Bank
4. If the bidder fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Administrative Officer to forfeit either in whole or in part, in his absolute discretion, the security deposit furnished by the contractor. Save as aforesaid, if the bidder duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form and reruns in good condition, the specifications, drawings and samples or other property belonging to the purchaser, the Administrative Officer shall refund the security deposit to the bidder after deducting all costs and other expenses that the purchaser may have incurred and all dues and other moneys including all losses and damages which the purchaser is entitled to recover from the bidder.

#### 7. SPECIFICATIONS ETC:

1. The goods and/or services shall be of the best quality and workmanship. The bidder shall supply the goods and/or services in accordance with the particulars unless any deviation has been expressly specified in the acceptance of the tender. The goods and/or services shall further be in all respects acceptable to the Inspector.
2. In particular and without prejudice to all foregoing conditions when tenders are called for in accordance with the particulars the bidder's tender to supply the goods and/or services in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the bidder did not examine or acquaint himself with such particulars.
3. Where the contract has been placed in accordance with a specification or drawing a sealed pattern or certified sample of the goods and/or services will govern only workmanship and finish. In all other cases, the sealed pattern or certified sample if specified in the contract will govern supply in all respects.



4. Where no specification, drawing, sealed pattern or certified sample exists or is specified in the contract, the goods and/or services shall be of such quality, material and workmanship as is specified in the contract and in any such case the goods and/or services supplied shall in all respects correspond to the approved sample submitted by the bidder and specified in the contract.
5. If any dimension figured upon a drawing differs from that obtained by scaling the drawing, the bidder brings the discrepancy to the notice of the Purchase Officer. The Council's decision in the matter shall be final and binding.
6. It shall be lawful for the Administrative Officer to alter by mutual consent at any time and from time to time the specifications, patterns and drawings and as from the dates specified by him, goods and/or services to be supplied shall be in accordance with such altered specifications, patterns and drawing; provided that if such alternation, involve increase or decrease in the cost of or in the period required for production, a revision of the contract price and/or of period prescribed for delivery shall be made by mutual agreement in respect of the goods and/or services to which the alternation applied. In all other respects, the contract shall remain unaltered.

8. RETURN OF PARTICULARS:

The bidder shall return in good condition all the particulars of certified samples (with the labels intact). In the event of his failure to do so, he shall be liable to pay to the purchaser as agreed liquidated damages a sum not exceeding three times the price of such particulars of the certified sample of .20/- whichever is greater as may be determined by the Administrative Officer. The decision of the Administrative Officer in that behalf shall be final and binding on the Bidder.

9. RISK OF LOSS OR DAMAGE TO DRR OR PURCHASER'S PROPERTY:

- a. All the property of the DRR or Purchaser loaned whether with or without deposit, to the bidder connection with contract shall remain the property of the DRR or the Purchaser, as the case may be, The Bidder shall use such property for the purposes of the execution of the contract and for no other purpose whatsoever.
- b. All such property shall be deemed to be in good condition when received by the Bidder unless he shall have within seven days of the receipt there of notified the purchase officer to the contrary. If the bidder fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right do so at any subsequent stage.
- c. The bidder shall return all such property and shall be final and binding on the bidder. The bidder shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the bidder, his servants, workmen or agents.
- d. Where such property insured by the bidder against loss or fire at the request of the DRR or Purchaser such insurance shall be deemed to be effected by way additional precaution and shall not prejudice the liability of the Bidder aforesaid.

## 10. PACKING:

- i. The bidder shall pack at his own cost the goods and/or services sufficiently and properly for transit by rail/road, air and or sea as provided in the schedule so as to ensure their being free from loss or damage on arrival at their destination.
- ii. Unless otherwise, provided in the schedule all containers including boxes, packing cases, tins, drums and wrappings in which the goods and/or services are supplied by the bidder, shall be considered as non-returnable and their cost as having been included in the contract price.
- iii. If the schedule provides that the containers shall be returnable they must be marked "Returnable" and they will be returned to the bidder as per terms of the contract.
- iv. If the schedule provides that returnable containers shall be separately charged, they shall be invoiced by the bidder at the price in acceptance of tender. In such cases the bidder shall give full credit for the invoiced amount if the containers are returned to the bidder. Return of containers shall be made within a reasonable time, and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Administrative Officer may in his discretion award such compensation as may in his opinion be proper for any undue delay in returning the containers.
- v. Each bale or package delivered under the contract shall be marked by the bidder at his own expenses. Such markings shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate to the description and quantity of the goods and/or services, the name and address of the consignee, the gross weight of the package, and the name of the bidder with a distinctive number of marks sufficient for the purpose of the identification. All markings shall be carried out with such materials as may be found satisfactory by the DRR as regards quickness of drying, fastness and indelibility.
- vi. The DRR may reject the goods and/or services if the goods and/or services are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials the terms of the contracts. Such rejection of the goods and/or services by the DRR shall be final and binding on the bidder.
- vii. If the bidder fails to carry out or comply with any instructions issued to him by the council before onward dispatch of the goods and/or services within a reasonable time, the DRR may itself carry out and comply with them at the cost/and expense of the bidder.
- viii. Each bale or package shall contain a packing note specifying the name and address of the bidder, the number and date of acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the goods and/or services and quantity contained in such bale or package.

11. CHARGES FOR WORK NECESSARY COMPLETION OF CONTRACT:

The bidder shall pay all charges for handling, stamping, and printing painting making land for protecting and preserving patent rights and for all such measures which the DRR may require the bidder to take for the proper completion of the contract though no special provision in respect thereof may have been made in the particulars.

12. Delivery:

- I. The bidder shall deliver the goods and/or services in accordance with the conditions of the contract at the time/times and at the place/places and in the manner specified in the contract. The bidder shall comply with the instruction that the Administrative Officer may from time to time give regarding the safe transit of the goods and/or services.
- II. Passing of property: Property in the goods and/or services shall not pass to the purchaser unless and until the goods and/or services have been delivered to the consignee in accordance with the conditions of the contract;
  - a. In cases where stipulation is:
    - (i) Local delivery or (ii) Free delivery at the specified destination and
  - b. In any other case where the bidder has obtained the railway receipt, consignment note, the bill of loading or warehouses certificate as the case may be, in accordance with the terms of the contract.
- III. The purchaser shall not be liable to assist in securing or to arrange for or provide transport at o the bidder unless it is so specifically stated in the contract, notwithstanding the transport of the goods and/or services is controlled by or under the orders of the DRR.
- IV. Time for and date of delivery; the essence of contract: The time for and the date of delivery of the goods and/or services stipulated in the contract shall be deemed to be the essence of the contract, and delivery must be completed not later than the date(s) as specified.
- V. Facilities to the Purchaser's Representative: The bidder shall allow as reasonable facilities and free access to his works and records to the Purchaser's Representative as may be nominated by the secretary for the purpose of ascertaining the progress of the deliveries under the contract.
- VI. The purchaser shall not be bound to apply for delivery but the bidder shall where the goods and/or services are ready for inspection and test send a notice in writing to the Purchaser's Representative specifying the place where inspection is offered and the Purchaser's Representative shall on receipt of such notice notify to the bidder the date and time when the goods and/or services should be inspected. (NOTE: The clause is applicable only respect of contracts which provide inspection before delivery at the consignee's goods and/or services/workshop etc.)
- VII. Failure and termination: If the bidder fails to deliver the goods and/or services or any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Administrative Officer may without prejudice to the right of the purchaser to recover damages for breach of the contract;

- a. Recover from the bidder as agreed liquidated damages and not by way of penalty, a sum equivalent to 2% of the price of any goods and/or services which the bidder has failed to deliver within the period fixed for delivery in the contract for each month or part of a month during which delivery of such goods and/or services may be in arrears where delivery thereof, is accepted after expiry of aforesaid period, or
- b. Purchase or authorize the purchase elsewhere without notice to the bidder, on the account and the risk of the bidder of the goods and/or services not so delivered or others of similar descriptions (where goods and/or services exactly complying with particulars are not in the opinion of the Administrative Officer, which shall be final readily procurable) without concealing the contract in respect of the instalments not yet due for delivery, or
- c. Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the goods and/or services not so delivered or other of a similar description (where goods and/or services exactly complying with particulars are not in the opinion of the Administrative Officer, which shall be final, readily procurable) at the risk and cost of the bidder.

Where actions is taken under Sub-clause (ii) or sub-clause (iii) above, the bidder shall be liable for any loss which the purchaser may sustain on that account provided the purchase or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the goods and/or services within the period fixed for such delivery within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within six months from the date of cancellation of the contract. The bidder shall not be entitled to any gain in such purchase and the manner and method of such purchase shall be in the entire discretion of the Administrative Officer. It shall not be necessary for the purchaser to serve a notice of such purchase on the bidder.

- VIII. Where delivery is effected within 21 days of the contract delivery period and not any extended date of delivery, the purchaser will accept the same unless the contract specially provides that this provision will not apply.
- IX. Notification of delivery: Notification of delivery of dispatch in regard to each and every instalment shall be made to the Purchase Officer. The Bidder shall further supply to the consignee, a packing account quoting number of the A/T and/or supply or repeat order and date of dispatch of the goods and/or services. All packages, containers, bundles and loose materials, part of each and every instalment shall be fully described in the packing account and details of the contents of the packing/packages and quantity of materials shall be given to enable the consignee to check the goods and/or services. The bidder shall bear to reimburse to the purchaser demurrage charges, if any paid by reason of delay on the part of the bidder in forwarding the railway receipt, consignment note or bill of lading.

13. PROGRESS REPORTS:

- A. The bidder shall from time to time render such reports concerning the progress of the contract and/or services in such form as may be required by the Administrative Officer.
- B. The submission receipt and acceptance of such reports shall not prejudice the rights of the purchaser under the contract nor shall operate as a stopple against the purchaser merely by reason of the fact that he not taken notice of or objected to any information contained in such report.

14. FREIGHT:

- a. The goods and/or services shall be dispatched at public tariff rates.
- b. In the case of a F.O.R station of dispatch contract, the goods and/or services shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be failure to do so will render the bidder liable for any avoidable expenditure caused to the purchaser.
- c. Where alternative routes exist, the Administrative Officer shall if called upon to do so, indicate the most economical route available, or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the bidder.

15. INSPECTIONS AND REJECTION:

- i. Facilities for test and examination: The bidder shall at his own expenses, afford to the Purchaser's Representative all reasonable facilities and such accommodation as may be necessary for satisfying for himself, that the goods and/or services are being and/or have been manufactured in accordance with the particulars. The Purchaser's Representative shall have full and free access at any time during the execution of the contract to the bidder's works for the purpose aforesaid, and he may require the bidder to make arrangements for inspection of the goods and/or services or any part thereof or any material at his premises or at any other places specified by the Purchaser's Representative and if the bidder has been permitted to employ the service of a sub-bidder, the bidder shall in his contract with the sub-bidder, reserve to the purchaser's representative a similar right.
- ii. Cost of Test: The bidder shall provide, without any extra charge, all materials, tools labour and assistance of every kind which the Purchaser's Representative may demand of him for any test and examination, other than special or independent test which he shall require to be made on the bidder's premises and the bidder shall bear and pay all costs attendant thereon. If the bidder fails to comply with the conditions aforesaid, the Purchaser's Representative shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods and/or services manufactured by the bidder to any premises other than his (bidder's) and in all such cases the bidder shall bear all the cost of transport and/or carrying such tests elsewhere. "A certificate in writing of the Purchaser's Representative that the bidder has failed to provide the facilities and the means", for test and examination shall be final.

- iii. Delivery of goods and/or services for test: The bidder shall also provide and deliver for test free of charge at such place other than his premises as the Purchaser's Representative may specify such material or goods and/or services as he may require.
- iv. Liability for cost of laboratory test: In the event of rejection of goods and/or services or any part thereof by the Purchaser's Representative in consequence of the sample thereof, which is removed to the laboratory or other place of test, being found on test to be not in conformity with the contract/or in the event of the failure of the bidder for any reason to deliver the goods and/or services passed on to test within the stipulated period the bidder, shall, on demand, pay to the purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.
- v. Method of testing: The Purchaser's Representative shall have the right to put all the goods and/or services or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The bidder shall not be entitled to object on any ground whatsoever, to the method of testing adopted by the Purchaser's Representative.
- vi. Goods and/or services expanded in test: If the test proves satisfactory and the goods and/or services or any instalment thereof is accepted, the quantity of goods and/or services or materials expanded in test will be deemed to have been taken delivery of the purchaser and be paid for as such.
- vii. Representative Purchaser's: Final authority and to certify performance: The Purchaser's Representative shall have power:
  - a. Before any goods and/or services are part thereof or submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any un-satisfactory methods of manufacture.
  - b. To reject any goods and/or services submitted as not being in accordance with the particulars.
  - c. To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion thinks fit, he is satisfied that the same is unsatisfactory.
  - d. To mark the rejected goods and/or services with a rejection mark so that they may be easily identified if re-submitted.
- viii. CONSEQUENCE OF REJECTION: If on the goods and/or services being with rejected by the Purchaser's Representative or consignee at the destination the bidder fails to make satisfactory supplies within the stipulated period of the delivery the Administrative Officer shall be at liberty to;
  - I. Allow the bidder to re-submit the goods and/or services in replacement of those rejected, within a specified time, the bidder bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account, or.
  - II. Purchase or authorize the purchase of quantity of the goods and/or services rejected or others of a similar description (when goods and/or services exactly complying with particulars are not in the opinion of the Administrative Officer, we shall be final, readily available) without notice to the bidder

at his risk and cost and without effecting the Bidder's liability as regards the supply of any further instalment due under the contract, or.

III. Cancel the contract and purchase or authorize the purchase of the goods and/or services or others of a similar description (when goods and/or services exactly complying with the particulars are not in the opinion of the Administrative Officer, we shall be final, readily available) at risk and cost of the bidder. In the event of action being taken under sub clause (ii) above or this sub clause the provisions of clause 14 shall apply as far as applicable.

ix. Purchaser's Representative's decision as to rejection final.

The Purchaser's Representative's decision as regards the rejection shall be final and binding on the bidder.

x. Where under contract the price payable is fixed on F.O.R station of dispatch basis, the bidder shall, if the goods and/or service are rejected at destination by the consignee be liable in addition to his other liabilities to reimburse to the purchaser the freight paid by the purchaser.

xi. Notification of result of inspection: Unless otherwise provide in the specification or schedule, the examination of the goods and/or services will be made as soon as practicable after the same have been submitted for inspection and the result at the examination will be notified to the bidder.

xii. Marking of goods and/or services: The bidder shall if so required at his own expense mark or permit the Purchaser's Representative to mark all the approved goods and/or services with a recognized DRR's or Purchaser's mark. The goods and/or services, which cannot be so marked, shall, if so required by the Purchaser's Representative, be packed in suitable packages or cases each of which shall be sealed and marked with such mark.

xiii. Removal of Rejections:

a. Any goods and/or services submitted for inspection at a place other than the premises of the contraction and rejected shall be removed by the bidder subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation and addressed to him and posted at the address mention in the schedule it will be deemed to have been served on the bidder at the time when such letter would in the course of ordinary post reach the bidder. It shall be competent for the Purchaser's Representative to call upon the bidder to remove what he considers to be dangerous, infected or perishable goods and/or services within 48 hours of the receipt of such intimation.

b. Such rejected goods and/or services under all circumstances lie at the risk of the bidder from the moment of such rejection and if such goods and/or services are not removed by the bidder within the periods afore mentioned, the Purchaser's Representative may either rerun the same the bidder at his risk and cost by such mode of transport as the Administrative Officer or Purchaser's Representative may select, or dispose of such goods and/or services at the Bidder's risk on his account and retain such portion of the proceeds as may be necessary to cover any expense

incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected goods and/or services are not removed.

- xiv. Inspection Notes: On the goods and/or services being found acceptable by the Purchaser's Representative he shall furnish the bidder with necessary copies of Inspection Notes duly completed, shall be attached to the bidder's bill in support thereof.

#### 16. RECOVERY OF SULMS DUE:

Whenever any claim for the payment of a sum of money arises out of or under the contract against the bidder, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security, if any, deposited by the bidder and the purpose aforesaid, shall be entitled to sell and/or release securities forming the whole or part of any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the bidder, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the bidder under the contract or any other contract with the purchaser or the DRR or any person contracting through the Administrative Officer, if such sum even be not sufficient to cover the full amount recoverable, the bidder shall on demand pay to the purchaser the balance remaining due.

For the purpose of this clause, where the bidder is a partnership firm, the purchaser shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

##### A. SET-OFF

Any sum of money due and payable to the bidder (including security deposit returnable to him) under the contract may be appropriated by the Administrative Officer and set-off against any claim of the Purchaser or DRR for the payment of a sum of money arising out of or under any other contract made by the bidder with the DRR.

#### 17. PAYMENT UNDER THE CONTRACT:

- I. Unless otherwise agree upon between the parties, payments for supply of goods and/or services, and equipment's etc., shall be made on the submission of bill in respect of goods delivered and accepted by the purchaser.
- II. Where, however, the supplier insists on advance payments for the supplies, 90 percent of the price of goods and/or services or each consignment thereof shall be paid on proof of dispatch of the goods. The documents together with the railway receipt etc. , shall be presented for payment through the bankers of the Indian Council of Agricultural Research. The bank commission paid by the DRR for collection of documents will be borne by the supplier. In the case of local delivery, advance 90 percent payment may, however, be allowed on proof of inspection and delivery to the Institute.



- III. The advance payment shall be restricted to the supplies of i) scientific Instruments ii) Chemicals and apparatus and iii) equipment's only and shall be made only to a firm of repute and standing where:
- a. The secretary, Indian Council of Agricultural Research or Director of the Institute etc., has satisfied himself about the dependability of the firm.
  - b. The firm gives an undertaking in writing to replace the items found defective, unsuitable and short or damaged at destination.
  - c. Prescribed security money, amounting to 10 % of the value of contract to be deposited by the firm.
  - d. The Bidder furnishes a bank guarantee from a scheduled bank for the amount of such advance in the prescribed form.
- IV. The balance of 10% shall only be paid after the goods and/or services have been received in full, duly inspected and found of such quality, material and workshop as is specified in the contract. Before making the final payment, it should also be seen that.
- i. Delay in supplies, if any, has been regularized and
  - ii. The contract price, where it is subject to verification has been finalized.
- V. Payment of insurance charges: In the case of F.O.R. station of dispatch contracts, insurance and other incidental charges incurred by the payable to the bidder in accordance with the terms of the contract as specified in the schedule or as intimated in subsequent instructions by the purchaser will be reimbursed to him along with the payment of 90% of the price on production of documentary evidence providing that such charges have actually been paid and/or such expenses have been actually incurred to the satisfaction of the authority paying the bill.

#### 18. LAWS GOVERNING THE CONTRACT:

- a. The laws of India shall govern this contract for the time being in force.
- b. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of the tender has been issued.
- c. Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- d. Marking of goods and/or services: The marking of the goods and/or services must comply with the requirements of the laws relating to merchandise Marks for the time being in force in India.

#### 19. INDEMNITY:

1. The bidder shall at all times indemnify the purchaser against all claims which may be made in respect of the goods and/or services for infringement or any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs, or trade mark being made against the purchaser, the purchaser

shall notify the bidder of the same and bidder shall at his own expense either settle any such dispute or conduct any litigation that may arise there from;

2. The bidder shall not be liable for pay of any royalty license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent for the DRR for the purpose of making use of patent or trade mark fulfilment of the contract.

## 20. CORRUPT PRACTICES:

The bidder shall not offer or give or agree to give any person in the employment of the purchase or working under the orders of the Secretary any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or for-borne to do any act in relation to the obtaining execution of the contract or any other contract with the Council or for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract with the Council. Any breach of the aforesaid condition by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offence by the bidder or by any employed by him or acting on his behalf (whether with or without the knowledge of the controller) or the commission of any offence by the bidder or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Secretary to cancel the contract and all or any other contracts with the bidder and to recover from the bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provisions of clause 14.

## 21. INSOLVENCY AND BREACH OF CONTRACT:

The Secretary may at any time by notice in writing, summarily determine the contract without compensation to the bidder in any of the following events, that is to say;

- i) If the bidder being an individual or if a firm, any partner thereof, shall at any time, be adjusted insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment or if the firm may dissolved under the Partnership Act or
- ii) If the bidder being a company is wound up voluntary or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstance shall have arise which entitle the court or Debenture holders to appoint a receiver, liquidator or Manager, or
- iii) If the bidder commits any breach of the contract not herein specifically provided for provided always that such determination shall not prejudice any right or action or remedy which shall have accrued or shall accrue thereafter to the purchase and provided also the bidder shall be liable to pay to the

purchaser for any extra expenditure he is thereby put to and the bidder shall under no circumstances be entitled to any gain or repurchase.

## 22. ARBITRATION:

In the event of any question, dispute of difference arising under these conditions or any special conditions of contract, or in connection with this contract, or in connection with this contract (except as to any matters the decision of which is specifically provided for by these or special conditions) the same shall be referred to the sole arbitration of an officer appointed to be the arbitrator by the Director General, Directorate of Rice Research, It will be no objection that the arbitrator is a government Servant/ Council's servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. In the event of the arbitrator dying, 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 Director General, Directorate of Rice Research to appoint another arbitrator in place or the out-going arbitrator in the manner aforesaid. It is further a term of this contract that no person other than the person appointed by the Director General, Directorate of Rice Research, as aforesaid should act as arbitrator and that, if for any reason that is not possible. The matter is not to be referred to arbitration at all.

The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be the discretion of the arbitrator. Subject as aforesaid, the Arbitration, Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due on payable by the purchase shall be with held on account of such proceedings.

The venue of arbitration shall be the place from which the acceptance not is issued or such other place as the arbitrator at his discretion may determine. In this clause the expression "the Director General, Directorate of Rice Research" means the Director General, Directorate of Rice Research for the time being and includes, if there be no Director General, Directorate of Rice Research, the officer who is for the time being the Administrative head of the Directorate of Rice Research, whether in addition to other functions or otherwise.