

## ANNEXURE

1. The following amendments may be carried out in the Pamphlet entitled Conditions of Contract Governing the Contracts placed by Central Purchase Organisation of Govt. of India 1982 Edition bearing symbol DGS&D-36 Form No. DGS&D-68 (Revised).

1.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D conditions of Contract may be amended as under:

"Government" means the Central Government.

2.2 The definition of Secretary clause 1 (1) page 3 of DGS&D Conditions of Contract may be modified as under:

"Secretary" means Secretary of Min. of Urban Affairs and Employment for the time being in the administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary or Director or Dy. Director, Asstt. Director/Section Officer of the Procurement wing of the Directorate of Printing and every other officer authorised for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

1.3 Under Clause 2(c) page 5 of DGS&D Conditions of Contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by Director of Printing.

1.4 Clause 24 at P.34 *i.e.* Arbitration.

FOR: The Existing Entries.

READ: ARBITRATION.

In the event of any question, dispute or difference arising under those conditions or any special conditions of contract or in connection with this contract (except as to any matter the decision of which is specifically provided for by those or the special conditions), the same shall be referred to the Sole Arbitration of the Secretary, Min. of Urban Affairs and Employment or of some other person appointed by him. It will be no objection that the Arbitrator is a Govt. Servant, that he had to deal with the matters to which the contract relates or that in the course of his duties as a Govt. 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, it is terms of this contract that

- (a) If the Arbitrator be the Secretary, Min. of Urban Affairs and Employment
  - (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to proceed with the reference himself or to appoint another person as Arbitrator,  
or
  - (ii) In the event of his being unable to act or becoming incapable of acting for any reason, it shall be lawful for him to appoint another person as Arbitrator, or
- (b) If the Arbitrator be a person appointed by the Secretary, Min. of Urban Affairs and Employment, in the event of his dying neglecting or refusing ,to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for the Secretary, MOUA&E either to proceed with the reference himself or to appoint another person as Arbitrator in place of the outgoing Arbitrator. In every such case, it shall be lawful for the Secretary, MOUA&E in place of the outgoing Arbitrator, as the" case may be to act on the record of the proceedings as then taken in the Arbitration or to commence the proceedings *de novo*, as he may be his discretion decide.
- (c) It is further a term of this contract that no person other than the Secretary, Min. of Urban Affairs and Employment or the person appointed by him 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.

- (d) The Arbitrator may with the consent of all the parties to the contract enlarge the time, from time to time for making and publishing the award.
- (e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
- (f) Subject as aforesaid, the Arbitration and Cancellation Act, 1996 and the rules thereunder and any statutory modifications thereof for the time being shall be deemed to apply to the Arbitration proceedings under his clause.
- (g) The venue of Arbitration shall be the place where the contract is concluded or such other place as the Secretary" at his discretion may determine.
- (h) In this clause the expression "the Secretary Ministry of Urban Affairs and Employment" means the Secretary, Min. of Urban Affairs & Employment for the time being and includes, if there be no Secretary, the officer Who is for the time being the administrative head of the Ministry of Urban Affairs & Employment whether in addition to other functions or otherwise.

1.5 Similarly the reference to DGS&D wherever appearing may be suitably modified.

2. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to tenderers.

Form No. DGS&.Q-230

Reference to DGS&D wherever appearing in clause Nos. 14, 33, 34, 35, 39 and 40 and Appendix' A' for Form No. DGS&D-96 may be amended to read as. Director (Printing), Ministry of Urban Affairs & Employment.