

the duty hours in the premises of the Customer/Directorate of Income Tax, HRD, New Delhi.

- xviii. None of the employees of the contractor/bidder, deployed for any services to be rendered by the latter to the Customer/Directorate of Income Tax, HRD, New Delhi, shall have any right or claim against the Customer/ Directorate of Income Tax, HRD, New Delhi or the Income-tax Department for absorption or job with the Income-tax Department on the basis of any such services rendered by him.
- xix. Any damage caused to any equipment/or article or item available at the premises of the customer/Directorate of Income Tax, HRD, New Delhi due to negligence of the employees/agents of the contractor/bidder shall be on his account and he will be liable to make good the loss to the Customer/Directorate of Income Tax, HRD, New Delhi. The amount involved, if any may, at the discretion of the customer/ Directorate of Income Tax, HRD, New Delhi, be recovered / deducted from the payment due to the contractor/bidder.
- xx. The work of the contractor/bidder shall be reviewed every month by the Committee recommending this contract.
- xxi. If on the basis of the report of the committee, the Customer/Directorate of Income Tax, HRD, New Delhi finds that the Contractor/bidder has failed to perform as specified in the contract, he may direct that a sum of Rs. 1000/- per day, as damages for breach of contract may be recovered from the Contractor/bidder.
- xxii. If the customer/Directorate of Income Tax, either at his own or on report by the committee finds that the work/services rendered by the contractor/bidder are extremely unsatisfactory, he may, without any notice to the Contractor/bidder, terminate the contract forthwith. The letter communicating such termination of the contract shall be served on the Contractor/bidder in person or by registered post at the address mentioned in this contract or on the last known address.
- xxiii. Without prejudice to the right of the customer/Directorate of Income Tax, HRD, New Delhi for termination of the contract as mentioned in the preceding paragraph, this contract may be terminated by either party by giving one month's written notice to the other party.
- xxiv. In case of any dispute the decision of this Directorate shall be final.