

2004

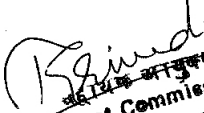
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reserves the right to set off any amount due from the Contractor arising out of the above from the amount payable to the Contractor by the Department.

For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of the party, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to War, riots, civil disorders. Earthquakes, fire, explosion, storm, flood and or adverse weather conditions, strikes, lockouts or other industrial action except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub consultants/business partners or agents or employees, nor any event which a diligent party could reasonably have been expected to both (a) take into account at the time of conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

In Case of any dispute arising between parties regarding this contract and, or the responsibilities covered under this contract, the same shall be referred to the arbitration of sole arbitrator to be appointed by Hon'ble Lt. Governor, A&N Islands and the place of such arbitration proceedings shall be at Port Blair and the decision of the arbitrator shall be final and binding on both the parties. The matter relating to arbitration shall be governed under the provisions of the Arbitration and Conciliations Act, 1996.

  
DREAM DESTINATION  
Director

  
Assistant Commissioner  
जनजाती कल्याण  
Tribal Welfare  
अ. तथा नि प्रशासन  
& N Administration  
पोर्ट ब्लेयर