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20. The obligations under the parties hitherto shall remain suspended during the period of operation of any force major such as act of god, etc. and the terms of agreement as prescribed in clause 14 shall be deemed to have extended to the period of such suspension.
  21. The recording made by the representative of the Govt. as regards the measurement of works as stipulated under clause 03 will be considered final and contractor should satisfy himself about the same on the spot. No claim at the later stage will be considered as correct and no claim of contractor shall be entertained afterward once such recording has been accepted by the contractor at the time of recording by the Govt. and payment will be made as per records made by the representative of the government.
  22. The contractor shall dismantle all the hutments, temporary offices, clear of rubbish and hand over the land in good shape as soon as the work is over.
  23. The contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he should have borne/derived in consequence of the full execution of the contract but which he could not obtain due to its premature termination or for any loss he may have sustained on this account.
  24. According to Workman's Compensation Act., 1923 the contractor is obliged to pay compensation to workman employed by the contractor. If he fails, the Government shall be at the liberty to recover such amount or any parts thereof by deducting it from the Performance Guarantee, Security Deposit, Earnest Money or from any sum due by the Government to the contractor whether under this contract or otherwise.
  25. In the event of action taken in good faith under the terms of this agreement, the contractor shall not be entitled to any claim damages or loss incurred as a consequent of such action.
  26. Any notice sent to the contractor under these rules by registered post with due acknowledgement at the address furnished by him at the time of the contract or after the contract is over, shall be deemed to have been duly served on the contractor even if it is returned un-delivered.
  27. Any points not covered in this agreement which related to the execution of this contract shall be decided on its merit by the Divisional Forest Officer, South Andaman Division, Wimberlygunj which shall be final and binding on the contractor.
  28. Any sum of money due and payable to the contractor including Security Deposit refundable to the contractor under this contract may be appreciated by the Govt. and sent off any claim of Govt for the payment of sum of money arising out of and under any other contract made by the contractor with the Government.
  29. The contractor shall allow a deduction of 2% (apart from the deduction as the clause 02 above) FROM ALL PAYMENT MADE TO HIM by the Divisional Forest Officer, South Andaman Division, Wimberlygunj, against this contract towards Income tax which will not be refunded and will be credited to the Government as required under the relevant rules.

  
**P. SUBRAMANIAM**  
Govt. Contractor  
Wimberlygunj, S. Andaman-744 208  
Cell: 9933275456