ANNEXURE-68
(C.f. Para-18.6.3)

No.
Government of India
Dte. General of Supplies & Disposals
Jeevan Tara Building, Parliament Street

New Delhi, the

To

_____

_____

_____

Subject:

Dear Sirs,

The contract referred to in the subject cited above was placed upon M/s_____ since you have failed to comply with the terms and conditions of the above referred contract and since the above referred contract has already been cancelled, you the addressee No.1 and you the partner of the above referred firm mentioned as addressee No._____above are jointly and severally liable to pay the sum of Rs._____ as to the risk purchase loss/general damages due to the aforesaid breach committed by you.

2. In this connection, your attention is invited to the earlier demand notice dated_____, already served upon you. As you have failed to deposit the said amount. You are also liable to pay the interest by was of damages. You are, therefore, called upon to pay interest also on the aforesaid sum of Rs._____ at the rate of 9% per annum with effect from_____.

3. You are, therefore, called upon to pay the aforesaid sum of Rs._____ along with the interest at the rate of 9% on the said sum immediately and deposit the said amount into any Branch of the Reserve Bank of India or State Bank of India or Government Treasury challan in original, to this office. A set of Treasury challan forms, in Triplicate, for the remittance of the amount and the interest till the date of payment is enclosed herewith. The payment of the aforesaid amount along with interest till the date of the payment may please be made positively by_____(15 days from the date of the issue of the notice may be given). In default of the payment of the aforesaid amount along with the interest by the aforesaid date, the purchaser will be constrained to take appropriate steps under the terms and conditions of the contract and will also be constrained to refer the disputes to arbitration as per the agreed conditions of contract contained in the form DGS&D-68 (Revised) without any further reference to you, and you the addressee

No._____ and you the partners mentioned at addressee No._____ above shall be jointly or severally liable for payment of further costs etc.

This is without prejudice to other rights and remedies of the purchaser under terms and conditions of the contract.

Yours faithfully,

( )
Deputy Director of Supplies
for and on behalf of the President of India/purchaser shown in the above referred rate contract

N.O.O.

Copy to the Controller of Accounts

for information and necessary action and also to advise further any recoveries have been made in respect of the aforesaid Government claim and if so, how much amount has been recovered until now.

APPENDIX –I

TO BE PUBLISHED IN THE GAZETTE OF INDIA PART II SECTION 3 SUB SECTION (1) SIMULTANEOUSLY WITH HINDI VERSION

Government of India
(Bharat Sarkar)
Ministry of Law and Justice
(Vidhi Aur Nyaya Mantralaya)
Department of Legal Affairs
(Vidhi Karya Vibhag)

New Delhi, the 14th February 1990

NOTIFICATION

S.R.O.

In exercise of the powers conferred by Rule 1 of Order XXVII OF First Schedule to the Code of Civil Procedure 1908 (5 of 1908) and in supersession of the Notification of the Government of India in the Ministry of Law No. SRO 351 dated 25.1.1958 and 165 dated the Ist September 1953, the Central Government hereby appoints:-

(i) The officers specified in the schedule annexed hereto as persons by whom plaints and written statement in suits in any court of civil jurisdiction or (in writ proceedings) by or against the Central Government shall be signed.

(ii) Those of the officers referred to in sub-clause (i) who are acquainted with the facts of the case, as persons by whom such plaints and written statement shall be verified.

SCHEDULE

I. GENERAL

Any Secretary, Additional secretary, Special Secretary, Joint Secretary , Director, Deputy Secretary, Under Secretary to the Government of India or Desk officer/Section Officer

XX XX XX

MINISTRY OF COMMERCE
(B) Department of Supply

I. Directorate General of Supplies & Disposals.

1. Director General Supplies & Disposals
2. Additional Director General Supplies and/or Disposals.
3. Additional Director General of Inspection.
4. Deputy Directors General Supplies and/or Disposals.
5. Deputy Directors General of (QA).
6. Directors/Deputy Directors/Assistant Directors of Supplies and/or Disposals

7. Directors /Dy Directors/Assistant Directors of Quality Assurance/Quality Assurance officers
8. Director (Administration)
9. Director (Vigilance)
10. Director (Coordination)
11. Director (IWSU)
12. Deputy Directors of Administration
13. Deputy Directors of Coordination
14. Deputy Directors (Vigilance /Vigilance Officers)
15. Deputy Director (Registration)
16. Assistant Director (Administration)
17. Assistant Directors of Shipping
18. Additional Legal Adviser (Litigation)
19. Deputy Directors(Litigation)/Assistant Directors (Litigation)
20. Deputy Director (Sales Tax)/Assistant Director (Sales Tax)
21. Director of Complaints and Public Relations
22. Director of Management Information Service
23. Section Officers during Purchase work at Headquarters.

II. National Test House

1. Director General
2. Director
3. Joint Director
4. Deputy Director
5. Deputy Director (Administration)
6. Assistant Director (Administration)

III. Office of the Chief Controller of Accounts, Department of Supply

1. Chief Controller of Accounts
2. Controller of Accounts
3. Deputy Controller of Accounts
4. Pay and Accounts Officer