

**UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED  
(A U.P. Government Undertaking)**



**ANPARA THERMAL POWER PROJECT  
ANPARA-SONEBHADRA**

**TENDER NOTICE NO:** ANP/D/O&MC1/OGD/6000011845

**Name of works :** Preventive/Breakdown maintenance of KONE makes 02 nos. TG hall lift (unit # 6 & 7), 02 nos. ESP lift (unit # 6 & 7), 02 nos. Passenger Boiler Lift (Unit # 6 & 7) and 02 nos. Goods Boiler Lift (Unit # 6 & 7) **along with Optional spares** for 2X500 MW, DTPS, Anapra

***Issued by:***

**Office of The Executive Engineer  
Operation & General Division  
'D' Thermal Power Project  
U.P. Rajya Vidyut Utpadan Nigam Limited  
Anpara, Sonebhadra  
Uttar Pradesh-231225**

***Address for Communication:***

**The Executive Engineer  
Operation & General Division  
'D' Thermal Power Project  
U.P. Rajya Vidyut Utpadan Nigam  
Limited  
Anpara, Sonebhadra, UP-231225  
Email: ee.ogd.dtps.anpara@uprvunl.org**

## GeM Tender Notice (NIT)

Online GeM bid on prescribed bid forms under Two-Bid system from experienced Agencies are invited by the undersigned for the work of “Preventive/Breakdown maintenance of KONE makes 02 nos.TG hall lift (unit # 6 & 7), 02 nos. ESP lift (unit # 6 & 7), 02 nos. Passenger Boiler Lift (Unit # 6 & 7) and 02 nos. Goods Boiler Lift (Unit # 6 & 7) **along with Optional spares** for 2X500 MW, DTPS, Anapra”. The details for submission of bids are available in the bid document uploaded on the e-procurement website: <http://gem.gov.in>

1	GeM Bid Number	
2	e-Bid Portal(website)	<a href="http://gem.gov.in">http://gem.gov.in</a>
3	Name of Work/Service	Preventive/Breakdown maintenance of KONE makes 02 nos.TG hall lift (unit # 6 & 7), 02 nos. ESP lift (unit # 6 & 7), 02 nos. Passenger Boiler Lift (Unit # 6 & 7) and 02 nos. Goods Boiler Lift (Unit # 6 & 7) <b>along with Optional spares</b> for 2X500 MW, DTPS, Anapra
4	Inviting Office	Office of Superintending Engineer, O&MC-I, DTPS, Anpara Thermal Power Project, Anpara, Dist.- Sonebhadra (UP), 231225 email: <a href="mailto:se.occ.dtps.anpara@uprvunl.org">se.occ.dtps.anpara@uprvunl.org</a>
5	Estimated Cost of Work	Rs 30,51,853.00 (Rupees Thirty Lakh Fifty-One Thousand Eight Hundred Fifty-Three Rupees Only) + GST 18%
6	Period of the contract	01 Year
7	Earnest Money Deposit (EMD)	NA
8	e-Bid submission starts date & time	As per GeM Portal
9	e-Bid submission end date & time	As per GeM Portal
10	Opening date of e-bid part-I	As per GeM Portal
11	Opening date of e-bid part-II	As per GeM Portal

**SUPERINTENDING ENGINEER  
O&MC-I, DTPS,  
ANPARA THERMAL PROJECT, ANPARA**

## INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF BIDS

### SCOPE OF WORK

**Preventive/Breakdown maintenance of KONE make 02 nos. TG hall lift (unit # 6 & 7), 02 nos. ESP lift (unit # 6 & 7), 02 nos. Passenger Boiler Lift (Unit # 6 & 7) and 02 nos. Goods Boiler Lift (Unit # 6 & 7), 2X500 MW, DTPS, Anpara**

The Firm shall have to carry out the work of "Preventive as well as Breakdown maintenance of Lifts such that to keep the system is in good, healthy, and running condition. The Firm shall also be responsible for handling / transportation of consumables, spares, special T&P, Lubricants etc. required for the job from store to site and back and replaced material such as scrap, used lubricants, worn out parts, empty drum etc. from site to store for which truck / crane may be provided by NIGAM as and when required free of cost.

**The following works are required to be carried out: -**

- 1. Service schedule: Minimum 04 visits (02 Lifts per visit).** Every month it shall be performed by the firm's Engineer/Technician during normal working condition of the lifts for preventive maintenance, however, to maintain the lift in healthy condition which shall be up to any number of visits as and when breakdown occurs.
- 2. Attending Breakdown:** In case of any breakdown, the firm shall send their Engineer/Technician promptly to repair the fault & restore the elevator to satisfactory condition without any extra charge. If a breakdown occurs & the same remains unattended after properly conveying the message to the firm, deduction shall be made from the next bill on a pro-rata basis as per the Nigam's rule for the period as long as lift is under breakdown condition.
- 3. The service engineer will perform the following functions/check equipment during his visit & provide rectification if required:**
  - a) oiling cleaning of the Controller, Motor and the Machine, oiling and greasing of the guides and bearing and performing of necessary minor adjustments.
  - b) Perform preventive as well as breakdown maintenance of lifts to keep the system in healthy condition.
  - c) Perform all safety tests and examine the proper functioning of governors.
  - d) Check for electrical motors that incoming feeding cables are completely tight.

- e) Check Contractor, Microprocessor Card & relay Card condition.
  - f) Check location, condition & orientation of Gear box and motor for correctness.
  - g) Check Elevator car, sheave and motor control unit, machine drive.
  - h) Checking all sensors & devices necessary for proper door operation.
4. All Other checks i.e., electrical, mechanical & electronics system/control unit must be carried in each visit or as per schedule to meet out safety of lifts.
  5. All rope, i.e., main rope, safety rope check must be carried out on each visit or as per schedule to meet out safety of lifts. and proper login in the routine register and inform the same to the client (UPRVUNL) if any damage is noticed.
  6. All normal tools, tackles and semi-skilled labor as required at site have to be arranged by UPRVUNL.
  7. The Contractor shall include the following data in the appropriate record from the completion of the associated work items.
    - a. The date (s) when the service (s) was scheduled, started, and completed.
    - b. Name of the individual (s) who performed the services.
    - c. The nature and extent of all service and repair work performed, description of conditions and deficiencies found during any visits, deficiencies remaining unattended during visits, work performed during inspections and tests results of those inspections / tests, including a brief description of material and parts used.

**BILL OF QUANTITY:**

**A) AMC of following KONE Make Lifts: -**

SI.no.	Location	Equipment no.	Capacity(kg)/person	unit	month
1	ESP building Lift unit #6	67408	680 (kg)/10	month	12
2	ESP building Lift unit #7	67409	680 (kg)/10	month	12
3	TG hall Lift unit # 6	67404	1088 (kg)/16	month	12
4	TG hall Lift unit # 7	67405	1088 (kg)/16	month	12
5	Boiler Passenger Lift unit #6	40282274	1088 (kg)/16	month	12
6	Boiler Passenger Lift unit #7	40282275	1088 (kg)/16	month	12
7	Boiler Goods Lift unit #6	40282272	3000 (kg)/load	month	12
8	Boiler Goods Lift unit #7	40282273	3000 (kg)/load	month	12

(B)	Material Code	Supply of Spares (Optional material)		
Sl. No.	SAP Code	Description of spare	Unit (No/Set)	Rate per Unit
1)	5000063161	STEEL ROPE WIRE 6MM	1	
2)	5000010900	LCE ADO for Lift	1	
3)	5000140970	1606 LDOOR AMDV PULLY LHS RESOLVE 500L	1	
4)	5000140971	1606 LDOOR AMDV PULLY RHS RESOLVE 500L	1	
5)	5000122452	1606 LAMBDA SMPS,24VDC 4.5A	1	
6)	5000013145	OIL COLLECTOR	1	
7)	5000145718	1606 ERD BATT 12V 12AH	1	
8)	5000150573	1606 TENSION WEIGHT SWITCH FOR LIFT PIT	1	
9)	5000122453	1606 LCEFCB ASSEMBLY	1	
10)	5000122456	1606 LCEOPT ASSEMBLY	1	
11)	5000122457	1606 PCB, LCECEB COP EXTENSION	1	
12)	5000122458	1606 PCB, LCECIB CAR INTERFACE BOARD	1	
13)	5000010904	LCE COB Board Control Panel for Lift	1	
14)	5000122450	1606 AVD7S ASSEMBLY	1	
15)	5000122454	1606 LCEGTWO1 ASSEMBLY(KM50027064G02)	1	
16)	5000122455	1606 LCEGTWO2 ASSEMBLY(KM50027064G03)	1	
17)	5000122459	1606 PCB, LCEREC RECTIFIRE 230V	1	
18)	5000122460	1606 SWITCH CONTACT, SLAKE ROPE DEVICE	1	
19)	5000006953	1606 SENSOR MAGNET 100VDC	1	
20)	5000122461	1606 SENSOR MAGNET 250VDC	1	
21)	5000084755	1606 LIFT TRACTION SHEAVE D600	1	
22)	5000140959	1606 BAL CHAIN ROLLER RESOLVE	1	
23)	5000140960	1606 BAL CHAIN ROLLER RING RESOLVE 500L	1	
24)	5000140961	1606 CDOOR AMDV LHS PULLY RESOLVE 500L	1	
25)	5000140962	1606 CDOOR AMDV RHS PULLY RESOLVE 500L	1	
26)	5000140963	1606 CDOOR BELT PULLY RESOLVE 500L	1	

27)	5000140964	1606 CDOOR BELT RESOLVE 500L	1	
28)	5000140965	1606 DOOR CLOSING LATCH RESOLVE 500L	1	
29)	5000155257	1606 LUBRICATOR GUIDE RAIL 16mm	1	
30)	5000140967	1606 ERD BATTERY 12V 7AH RESOLVE 500L	1	
31)	5000140968	1606 FILTER RESOLVE 500L	1	
32)	5000140969	1606 IND. PUSH BUTTON RESOLVE 500L	1	
33)	5000140972	1606 MOTOR COOLING FAN RESOLVE 500L	1	
34)	5000140973	1606 MOTOR ENCODER RESOLVE 500L	1	
35)	5000140974	1606 PANA 40 PCB RESOLVE 500L	1	
36)	5000140975	1606 PIT PULLY LIVER RESOLVE 500L	1	
37)	5000140966	1606 EMER.STOP SWITCH RESOLVE 500L	1	
38)	5000140353	1606 IC of Kone Lift LCECPU	1	
39)	5000140976	1606 TIMMER RK WITH BASE RESOLVE	1	
40)	5000155255	1606 KEY SWITCH ATS KLD 5/1 ELCOM	1	
41)	5000155258	1606 PUSH BUTTON 16A 400V 1NO 1NC	1	
42)	5000155256	1606 LIFT TRACTION SHEAVE D820 6 D13	1	
43)	5000168400	1606 ALARM UNIT KM631560004 H01	1	
44)	5000168403	1606 LOCK ROLLER KM603150G03	1	
45)	5000168404	1606 LWD AMPLIFIR PCB KM50100505G 02	1	
46)	5000168406	1606 PCB UNIT AMD DRIVE KM606810G02	1	
47)	4000030344	1606 TIVELA OIL -S220	1	

**Note:**

1- Spares from sl no 43 to 47 were not part of previous LOI and are newly added.

2-Quantity specified in the above Bill of Quantity is tentative & may vary up to any extent depending upon the situation of site.

**3-- Minimum 04 visit/month shall be performed by the firm (02 Lifts per visit).**

**4-Following materials will be provided free of charge with AMC:**

- Door Contact
- Buzzer
- Guide Shoe Liner 10mm
- Guide Shoe Liner 16mm

- Guide Shoe locking Pin
- Capacitor filter Assy, PCB
- Door Synch Rope
- Key Door Control
- Antilift Roller for Door
- Track Roller Assy for Door
- Fan Diffuser Round
- Varistor
- Bridge Rectifier
- MCB 1P/1A,2A &6A
- RC Unit
- Capacitor 4MFD 400/440VAC
- Resistor PCB
- Toggle switch
- Oil Inspection Glass
- PVC Connector 12WAY
- Vane for Sensor
- Rope Clip
- Lubrication Oil for Main Rope
- Dead Weight rope for Landing Door

### **COMMERCIAL TERMS & CONDITIONS**

1. **PRICES:** The prices shall be firm.
2. **GST/IGST:** Must quote extra & separately if applicable. In case the bidder does not quote extra & separately then the rate will treat as inclusive of GST.
3. **PAYMENT TERMS:** It shall be made as per measurement of the executed works. Payment shall be made through monthly running bills after deduction of security @ 10% and income tax as applicable. The security money shall be released after 03(Three) months of the completion period of the agreement but if the contractor fails to perform the work successfully or discontinues the work before completion of the period or the agreement work is discontinued by the department due to poor performance; the security money shall be forfeited.
4. **PAYMENT AUTHORITY:** Dy. C.A.O, C.F.A. & B.O., DTSP, Anapra.
5. **PENALTY:** Half percent per week subject to maximum 10% value of incomplete work/delayed work
6. **QUANTITY VARIATION:** The quantities given in Schedule of Rates/Bill of Quantity are tentative and may vary as per actual site requirement.

7. ENGINEERS CONTRACT: Executive Engineer, OGD, 2x500 MW, DTPS, Anapra.
8. MINIMUM WAGES: The contractor shall have to follow the rules and regulations of all the provisions laid down in the contract labor act 1970 and U.P. Contract Labor Regulation 1970 and shall pay minimum wages to the workmen as specified and prescribed by the U.P. Govt. from time to time.
9. VALIDITY OF OFFER: Offer should be valid for 120 days at least from the date of opening of tender price bid.
10. In case the firm does not turn up to attend the fault within a reasonable time, the Engineer of contract shall engage another agency on debit able basis. The limit of reasonable time is to be decided by the Engineer of contract.
11. The undersigned reserves the right to accept or reject any tenders in total or part of the bids and split the LOI without assigning any reason thereof.
12. LD Clause: In case of delay/non-appearance of representative of firm, a penalty maximum of 10% of the bill shall be deducted from any current/pending bills of the firm.
13. The representative of firm shall comply all factory, industrial, electricity and regulations during visit to avoid any accident and damage with life/equipment. UPRVUNL shall not be responsible for any loss of man and/or material of the firm.
14. ACCOMMODATION: The Accommodation facility of Guest House may be provided for the contractor and their employees for the work shall be provided in the township, if available on a chargeable basis.
15. TRANSPORTATION: Contractor shall arrange at his own cost the transportation of materials required at site from various stores/sites.
16. SUBLETING: Contractor shall not sublet the work under any circumstances.
17. DAMAGE OF UPRVUNL PROPERTY: If during the period of work, the contractor or his workman shall damage or destroy any equipment while work is in progress or if any damage is caused attributable to the contractors of his workman's negligence or if any imperfection becomes apparent due to bad workmanship/negligence, the contractor will have to make good the damage/defect/imperfect work. If the contractor fails to make good such defect/damage, the cost of repair/replacement of such damaged equipment shall be recovered from the contractor from his pending bills/security deposit in this Division/any other Division of this Project/by filing suit.
18. Any liability on account of any accident, fire hazard, any Government duty levy/Tax Pollution control, compensation, any claim as per Factory Act or Labor laws, claims for regular employment in respect of staff employed by the firm for this AMC, will be sole responsibility of the firm and the Nigam will not own any responsibility on this account.
19. DEVIATION: Firms are requested to adhere to all clauses of the special terms and conditions of contract to facilitate the finalization of contracts. However, any deviation from these conditions should clearly be mentioned thereafter.
20. All the arrangements for removing and re-installing materials shall be arranged by the firm at their own cost.
21. All the operations of the systems shall be ensured from the remote as well as from the locally.
22. JURISDICTION: In case of any dispute arising out of and related to the subject matter shall be subjected to the jurisdiction of local court Sone Bhadra (U.P).

23. ARBITRATION: All cases of disputed or disagreement between the parties arising out of the differences, the matter shall be finally settled by the Arbitrator appointed by the Chairman/Managing Director, UPRVUNL & the disputes will be dealt in accordance with provision of the Arbitrator & Conciliation Act, 1996.
24. **Spares shall be supplied by the agency as per the requirement of site, the payment of spares will be paid extra with running bill of AMC. Indents for spares shall be issued separately as per the requirement of site & it shall be supplied through proper inward gate pass of CISF. The work may be carried out in odd hours as per the requirement of site.**
25. All other terms and conditions shall be governed as per form A and B of erstwhile UPSEB, adopted by UPRVUNL and any amendment issued by the Nigam time to time.

(R.K SINGH)  
(EXECUTIVE ENGINEER)

## FORM – A

### **General Conditions of contract for Supply of Plant and the Execution of works in the U.P.R.V.U.N.L.**

**1. Definition of terms:** - In construing the General Condition and annexed Specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

The “Purchaser” shall mean the U.P.R.V.U.N.L. and shall include its successors and assigns.

The “Contractor” shall mean the Tenderer whose tender shall be accepted by the Purchaser and shall include such Tenderer’s heirs, legal representatives, successors and assigns.

The “Sub-contractor” shall mean the person named in the Contract for any part of the work or any person to whom any part of contract has been sublet with the consent in writing of the Engineer and the heirs, legal representatives, successors and assigns of such person.

The “Engineer” shall mean the officer placing the order for the work with the Contractor and such other officer as may be duly authorized and appointed in writing by the Purchaser to act as Engineer for the purposes of the Contract and, in case no such officer has been so appointed, the Purchaser or his duly authorized representative.

“Plant”, “Equipment”, “Material”, “Work”, or “Works” shall mean respectively the plant and materials to be provided and work or works to be done by the Contractor under contract.

The “contract” shall mean and include the General Conditions, Specifications, Schedules, Drawings, Form of Tender, Covering Letter, Schedule of Prices or final General Conditions, Specifications and Drawings and the Agreement to be entered into under clause 3 of these General Conditions.

The “Specification” shall mean the Specification annexed to these General Conditions and the Schedules thereto (if any).

The “Site” shall mean the site of the proposed work as detailed in the Specification or any other place in U.P.R.V.U.N.L. where work is to be executed under the contract.

“Test on Completion” shall mean such test as are prescribed by the Specification to be made by the Contractor before the plant is taken over by the Purchaser.

“Commercial Use” shall mean that use of the work which the contract contemplates or of which it is commercially capable.

“Month” shall mean calendar month.

“Writing” shall include any manuscript, type written or printed statement, under or over signature or seal as the case may be.

Words importing persons shall include Firms, Companies, Corporations and other bodies whether incorporated or not.

Words importing the singular only shall also include the plural and vice versa where the context requires.

**2. Contractor to inform himself fully:** - The contractor shall be deemed to have carefully examined The General Conditions, Specifications, Schedules and Drawings. If he shall have any doubt as to the meaning of any portion of these General Conditions or of the specifications he shall, before signing the contract, set forth the particulars thereof, and submit them to the Engineer in writing in order that such doubt may be removed.

**3. Contract:** - A general agreement shall, if required by the Purchaser, be entered into between the Purchaser and Contractor for the proper fulfillment of the Contract. Further, if required by the Purchaser, the Contractor shall deposit with the Purchaser as security for the due and faithful performance of the contract such sums not

being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or in any other form approved by the Purchaser.

The charges in respect of vetting and execution of the Contract document shall be borne by the Contractor. The contractor shall be furnished with an executed stamped counter part of the agreement. The import license fee will, in each case, have to be paid by the contractor; import license may have to be taken in Nigam's name.

After the tender has been accepted by the Purchaser all orders or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer on behalf of the Purchaser.

**4. Contract drawings:** - The Contractor shall submit, in duplicate, to the Engineer for his approval, drawings of the General Arrangement of the works to be carried out and such detailed drawings, other than shop drawings, as may be reasonably necessary. Within fourteen days of the receipt of such drawings the Engineer shall signify his approval or otherwise of the same, and in the event of his disapproving the drawings, the contractor shall submit further drawing for approval.

Within a reasonable period of the notification by the Engineer to the contractor of his approval of such drawings, three sets in ink on tracing cloth or Ferro Gallic prints mounted on the cloth, of the drawings as approved shall be supplied to him by the Contractor and be signed by him and by the contractor respectively and be thereafter deemed to be the "Contractor Drawings".

These drawings when so signed shall become the property of the purchaser and be deposited with the Engineer and shall not be departed from in any way whatsoever except by the written permission of the Engineer hereinafter provided, during the execution of the works, one of the sets of drawing shall be available for reference on the site.

In the event of Contractor desiring to possess a signed set of drawings, he shall supply four sets instead of three sets, and in this case the Engineer shall sign the fourth set and return the same to the Contractor.

The Contractor, if required by the Engineer, shall supply in addition copies of any drawing other than shop drawing which may reasonably be required for the purpose of the Contract and may make a reasonable charge for such copies.

The Engineer, or his duly authorized representative, whose name shall have previously been communicated in writing to the contractor, shall have the right, at all reasonable times, to inspect, at the factory of Contractor, drawings of any portion of the work.

**5. Mistakes in drawings:**-The Contractor shall be responsible for and shall pay for any alternations of the work due to any discrepancies, errors, or omission in the drawings or other particulars supplied by him, whether such drawing or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors or omissions are due to inaccurate information or particulars furnished to the Contractor by the Engineer, any alterations in the work necessitated by reasons of such inaccurate information or particulars shall be paid by the purchaser.

If any dimensions figured upon a drawing or a plan differ from those obtained by scaling the drawing or plan shall be taken as correct.

**6. Subletting of contract:**-The Contractor shall not, without the consent in writing of the Engineer or Purchaser, which shall not be unreasonably withheld, assign or sublet his Contract, or any substantial part thereof, other than for raw materials, for minor details, or for any part of the work of which the makers are named in contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

7. **Patent rights**:- In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of Letters Patent, in respect of any machine, plant work or thing used or supplied by the Contractor under this Contract or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the contractor will indemnify the Purchaser against such claim or demand and all costs and expense arising from or incurred by reasons of such claim or demand PROVIDED THAT the Purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty, if he so desires, with the assistance of the Purchaser, if required. But at the Contractor's own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant work or thing shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this Contract.

8. **Quality of materials**: -the plant shall be manufactured and constructed in the best and most substantial and most workmanlike manner and with materials of the best or of approved qualities for their respective uses.

9. **Packing**: -The contractor shall be responsible for securely protecting and packing the plant so as to avoid damage under normal conditions of transport.

10. **Delivery**: -The cost of delivering the whole material F.O.R. at the railway stations specified or on the site as the Specification may define and the cost of packing and, unless otherwise agreed, important duties and customs dues shall be borne by the Contractor.

11. **Fencing and lighting for works other than transmission lines**:-Except as hereinafter provided the purchaser shall, unless otherwise specified, be responsible for the proper fencing, guarding lighting, and watching of all works other than transmission lines comprised in the Contract and for the proper provision of temporary roadways, footways, guards and fences of the work for accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public.

**For Transmission Lines**:-The contractor shall at all time provide sufficient fencing, notice boards, lights and watchmen to protect and warn the public and guard the work of transmission lines and in case the Contractor fails to make such provisions or the provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provision or further provisions as he may consider necessary and charge the cost thereof to the Contractor.

**For all works**:-If during the period of erection of a plant the contractor or his workmen or servants shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused from any cause whatsoever to other work whether in progress or completed forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the contractor or his workmen or servants, the Contractor shall make good such damages and imperfections and if he fails to do so within a reasonable time, the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof or may recover it otherwise.

12. **Power to vary or omit work** :- No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as "Variations") under the contract as shown by the contract drawings or the Specification shall be made by the Engineer; but the Engineer shall have full power, subject to the proviso hereinafter contained, from time to time during the execution of contract by notice in writing to instruct the contractor to make such variations without prejudice to the contract, and the contractor shall carry out such

instructions, and he bound by the same conditions, as for as applicable, as though the said variations occurred in the specification. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions, the contractor's obligations and guarantees shall be modify to such extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added to, or deducted from, the Contract price as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the Schedules of price, so far as the same may be applicable, and where the rates are not contained in the said Schedules, or are not applicable they shall be settled by the Engineer and Contractor jointly, as far as possible, before such variations are carried out: Provided that the Purchaser shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall have been given in the writing by the Engineer.

In the event of the Engineer requiring any variations, such reasonable and proper notice shall be given to the contractor as will enable him to make his arrangements accordingly, and in case where goods or materials have already been prepared, or any designs, drawings or patterns have been made or work done that require to be altered, the Engineer shall allow such compensation in respect thereof as he shall consider reasonable.

Provided that no such variation shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the contract by more than 10 % thereof.

In every case in which the contractor shall receive instructions from the Engineer for carrying out any work which either then or later will, in the opinion of the contractor shall, as soon as reasonably possible after the receipt of such instructions, inform the engineer of such claim for additional payment.

**13. Negligence**:- If the contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with work, or shall contravene any provision of the contract, the purchaser may give seven days notice in writing to contractor, to make good the failure, neglect or contravention complained of, and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall be at liberty to employ other workmen, and forthwith perform such work as the contractor may have neglected to do or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the Contractor's hand and give it to another person on contract at a reasonable price or provide any other materials, tool, tackle or labour for the purpose of completing the work, or any part thereof, and in that event the purchaser shall without being responsible to the Contractor for fair wear and tear as the same, have the free use as all the materials, tools, tackle or other things which may be ob the site, for use at any time in the Connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of the executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency, the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools, tackle or other thing

belonging to the contractor, and the proceeds of such sale be applied towards the payment of such deficiency and the cost of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer, provided that when all expenses, costs and charges incurred in completion of the work are paid by the Contractor, all such materials, tools, tackle or other things remaining unsold shall be removed by the contractor.

**14. Deaths, Bankruptcy etc**:-If the contractor, shall die or commit any act of Bankruptcy, or being a Corporation commence to be wound up except for reconstruction purpose or carry on its business under a receiver, the executors, successors or other representatives in law of the estate of the Contractor or any such Receiver.

Liquidator, or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall for one month during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out the Contract subject to his or their providing such guarantee as may be required by the Purchaser, but not exceeding the value of the work, for the time being remaining unexecuted. In the event of stoppage of the works period of the option under this clause shall be fourteen days only: Provided that, should be above option not the exercised, the Contract may be determined by the Purchaser by notice in writing to the Contractor, and the Purchaser may exercise the same power which he could exercise and will have the same rights which he would have under the last preceding clause if the work had been taken out of the Contractors hand under that clause.

**15. Inspection and Testing**:-The Engineer and his duly authorized representatives shall have, at all reasonable times, access to the Contractor's premise, and shall have the power, at reasonable times, to inspect and examine the materials and workmanship of the plant during its manufacture there; and if the part of the plant is being manufactured on the premises, the Contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect it as if the plant was manufactured on Contractors now premise.

The Engineer shall, on giving seven day's notice in the writing to the contractor setting out any grounds of objections which he may have in respect of work, be at liberty to reject all or any plant or workmanship connected with such work, which, in his opinion, are not in accordance with the Contract or are, in his opinion defective for any reason whatever Provided that if such notice be not sent to the Contractor within reasonable time after the grounds upon which such notice is based have come to knowledge of the Engineer, he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all test shall be made at the Contractor's work before shipment.

The contractor shall, if required, give the Engineer notice of any material being ready for testing, and the Engineer or his said representative, if so desired, shall on giving 24 hour's previous notice in writing to the contractor, attend at contractor's premises within seven days of the date on which the material is notified as being ready; failing which visit the Contractor may proceed with the test, which shall be deemed to have been made in Engineer's presence and he shall forthwith forward to the Engineer duly certified copies of the test in duplicate.

**Test at contractor's premises**: - In all cases where the contractor provided test, whether at the premises of the Contractor or of any sub-contractor, the contractor, except where otherwise specified, shall provide, free of charge, such labour, materials, electricity, fuel, water, stores, apparatus, and instruments as may reasonably be demanded to carry out efficiently such test of the plant in accordance with the contractor and shall give facilities to the Engineer or his authorized representative to accomplish such testing.

If special tests, other than those specified in the contract are required they shall be paid for by the Purchasers as "variations" under clause 12.

When the tests have been satisfactorily completed at the contractor's works the Engineer shall issue a certificate to that effect.

**Test on site:**- In all cases where the Contractor provides for tests on the site the Purchaser, except where otherwise specified shall provide, free of charge, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plant or workmanship in accordance with the Contract. In the case of the contractor required electricity for test on site such electricity shall be supplied to the contractor in the most convenient form available.

**16. Delivery of plant:** - The plant or material shall not be forwarded until shipping/ dispatch instructions shall have been given to the contractor.

Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all store delivered or dispatch by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described in full in the packing account, and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the store on arrival at destination.

**17. Access to site and work on site:**-Suitable access to and possession of the site shall be afforded to the contractor by the purchaser in reasonable time, and the purchaser shall have any foundations to be provided by him ready when required by the contractor. Where a crane is available, its safe lifting capacity shall be stated in the specification, and it shall be available for free use of the contractor until the plant is taken over.

**Only applicable to complete erection contractions:** - The work, so far it is carried out on the Purchaser's premises, shall be carried out at such time as the purchaser may approve, and so as not to interfere unnecessarily with the conduct of the purchaser's business, but the purchaser shall give the contractor all reasonable facilities for carrying out the work.

No person other than the contractor, Sub-contractors and workmen and the contractor's duly authorized agents shall, except with the special permission in writing, of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of the work but access to the works shall at all times be accorded to the Engineer and his representatives and other authorized officials or representatives of the purchaser.

The contractor shall permit the execution of work by other contractors or tradesmen whose names shall have been previously communicated in writing to the contractor by the Engineer and afford them every facility for the execution of their several works simultaneously with his own.

The purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the contract unless otherwise specified.

**18. Engineer's Supervision:** -All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer. If supervision of erection or complete erection is included in the contract, the contractor shall be responsible for the correctness of the positions, levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.

**19. Engineer's Decisions:** - In respect of all matters which are left to the decision of the Engineer, including the granting or withholding of certificates, the Engineer shall, if required to do by the contractor, give in the writing a decision thereon and his reasons for such decision. If the decision is not accepted by the contractor

the matter will, at the request of the contractor, be referred to arbitration under the provision for arbitration hereinafter contained, but subject to this right of reference to arbitration such decision shall be final and binding on the contractor.

**20. Contractor's representative and workmen**:-If the supervision of the erection or complete erection is also included in the contract, the contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor, to superintend the erection of plant and the carrying out of the works. The said representative, or if more than one shall be employed, then one of such representatives shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the contractor shall be deemed to have been given to the contractor.

The engineer shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall in his opinion misconduct himself or be incompetent or negligent, and the contractor shall remove the person so object to upon receipt from the Engineer of notice in writing requiring him so to do, and shall provide in his place a complete representative at the contractors expense.

The purchaser shall provide suitable living accommodation on the site for the use of contractor's representative unless the contractor exempts him from this liability.

**21. Liability for accident and damage**:-The contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 35 or is deemed under that clause to have been taken over: Provided ALWAYS that the contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that plant is operated by the purchaser's staff prior to being taken over in accordance with clause 35.

Until the plant is taken over or deemed to have been taken over as aforesaid, the contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to the contractor or his workmen or sub-contractor or from defective design, or work, but not from any other cause.

Provide that the contractor shall not be liable for any loss of profit or loss of contractor or any other claim made against the purchaser not already provided for in the contract, nor for any injury or damage caused by or arising from the acts of the purchaser or of any other person or due to circumstances over which the contractor has no control, nor shall his total liability for loss, damage or injury under this clause exceed the total value of the contract.

The contractor will indemnify and save harmless the purchaser against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (Other than as may be attributable to the purchaser or his employees suffered prior to the date when the plant shall have been taken over under clause 35 hereof, by persons employed by the contractor or his sub-contractor on the works, whether at common law or under the workmen's compensation Act, 1923, or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees, and will, if called up to do so, taken out the necessary policy or policies of insurance to cover such indemnity.

**Only applicable to complete erection contract**:-In the event of any claim being made, or action brought against the purchaser involving the contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the contractor, shall be immediately notified thereof, and

he shall, with the assistance, if he so requires, of the purchaser, but at the sole expense of the contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the purchaser shall, at the request and expense of the contractor, afford all reasonable and available assistance for any such purpose.

**22. Insurance:** -The contractor shall insure the plant and shall keep it insured against loss by theft. Destruction or damage by fire, flood, undue exposure to the weather, or through riot, civil commotion, war or rebellion, for the full value of the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of contractors the where is responsible for complete erection, but not in other cases.

**23. Replacement of defective plant or materials:** -If during the progress of the work the Engineer shall decide and notify in the writing to the contractor that the contractor has executed any unsound or imperfect work, or has supplied any plant inferior in the quality to that specified, the contractor, on receiving details of such defects or deficiency, shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials up to standard of the specification, and in case the contractor shall fail to do so the purchaser may, on giving the contractor seven days' notice in writing of his intention so to do, proceed to remove the work complained of and at the cost of the contractor perform all such work or supply all such materials, provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any right under the contract which he may otherwise have in respect of such defects or deficiencies.

**24. Deduction from contract price:**-All the cost damages or expenses, which the purchaser may have paid, for which under the contract the contractor is liable, may be deduct from purchaser from any moneys due or which may become due by him to the contractor under the contract, or may be recovered by suit or otherwise from the contractor. Any sum of money due and payable to the contractor (including security deposit returnable to him under this contract) may be appropriated by the purchaser and set off against any claim of the purchaser for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchaser.

**25. Terms of Payment:**-1. Subject to any deduction which the purchaser may be authorized to make under the contract, or subject to any additions or deductions provided for under clause 12 the contractor shall be entitled to payments as follows.

a. Eighty percent of the F.O.R. contract value of the plant in rupees on receipt by the purchaser of the contractor's invoice giving the number and date of the railway receipt covering the dispatch of the plant from the Indian port and of the advice note giving case number and contents, together with a certificate by the contractor to the effect that the plant detailed in the said advice not has actually been dispatched under the said railway receipt and that contract value of the said plant so dispatched is not less than the amount entered in the invoice.

b. Ten percent of the F.O.R. contract value of the plant on satisfactory completion of test and taking over the plant.

c. Ten percent of the F.O.R. contract value of the plant at the end of twelve months from the date of taking over.

d. For the erection of the plant, in proportion of the progress of the work on the receipt by the purchaser of the monthly invoices submitted by the contractor supported by the certificates of the Engineer.

2. If at the time at which either of the instalments due under sub clause (b) and (c) of clause (1) hereof becomes payable there are minor defects in the plant which are not of such importance as to affect the full

commercial use of the plant, then the purchaser shall be entitled to retain only such part of the instalment then due as represents the cost of making good such minor defects and any sum so retained shall, subject to the provisions of clause 36, become due upon such minor defects being made good.

3. If the purchaser desires that the plant or any portion should not be dispatched by the contractor when it is due for dispatch, the contractor shall store such plant or portion at his works and be responsible for all risks. For such storage the purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties, but not exceeding 5 s (five shilling) per ton per week payable quarterly *plus* interest at one percent per annum above the current rate of the State Bank of India on 80 percent of the contract value of the plant or portion thereof so stored, for the period from the date on which the said plant or portion becomes due and is ready for shipment up to the date on which it is actually shipped.

25A. In the event of the Supplier/ Contractor/ Company not being able to supply the materials or to carry out the works in accordance with the terms of this contract, the Board/ Purchaser/ Owner shall have the right to recover any sum advanced in accordance with the clause 25 from the Supplier/ Contractor/ Company and from his/ its assets.

26. **Provisional sums**:-In any case where the contractor price include a provisional sum to be provided by the contractor for meeting the expenses of extra work or for work to be done or materials to be supplied by a sub-contractor, such sum shall be expended or used, either wholly or in part, or be not used, at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used, as the case may be, shall be deducted from the contract price. If the sum used is more than such provisional sum the contractor shall pay the excess. In the case of materials supplied or work done by a sub-contractor, the total of the net sums paid to the sub-contractor on account of such materials or work and a sum equal to 10 percent of such net sum allowed as contractor's profit shall be deemed to be the sum used. None of the works or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer. The contractor shall allow the sub-contract every facility for the supply of the materials or execution of their several works simultaneously with his own, and shall, within fourteen days after the Engineer has requested him in writing so to do, pay the dues of such sub-contractors on account of such materials or works: PROVIDED ALWAYS that the contractor shall have no responsibility with regard to such works or articles unless he shall have previously approved the sub-contract and/ or the materials or plant to be supplied.

27. **Certificate of Engineer**:-Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the Schedule of prices, particulars of the plant supplied and the certificate as to such plant as in the reasonable with the contractor shall be issued within fourteen days of the application for the same as is reasonably necessary or communication with the site.

The Engineer may, by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and payment shall be regulated and adjusted accordingly.

28. **Due date of payment**:-Payment shall be due and payable by the purchaser in accordance with the provision of clause 25 hereof at end of the month following that in which invoices for the amounts due together with necessary documents are received by the purchaser shall not be bound to make any payment under sub-clause (a) of clause 25 unless the amount of such payment represents at least 8 percent of the total contract value of the plant.

29. **Certificate not to effect rights of the purchaser or contractor**:-

1. No certificate of the Engineer on account, nor any sum paid on account by the purchaser, nor any extension of time granted under clause 31 shall affect or prejudice the right of the purchaser, against the contractor, either under this Agreement or under the law, or relieve the contractor of his obligation for the due performance of the contract, or be interpreted as approval of the work or of the material supplied.
2. No certificate of Engineer shall create liability in the purchaser to pay for any alteration, amendments, variations or additions not ordered in the writing by the Engineer, or absolve the contractor of his liability for the payment of damages whether due, ascertained or certified or not or of any sum against the payment of which he is bound to indemnify the purchaser, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the right of the contractor against the purchaser, under this agreement or under the law.

**30. Suspension of works:**-The purchaser shall pay to the contractor all reasonable expenses, incurred by the contractor by reason of suspension of the work or delay in shipment by order in writing of the purchaser or the Engineer unless such suspension or delay shall be due to some default on the part of contractor or sub-contractor.

**31. Extension of time for completion:**-The time given to the contractor for dispatch, delivery, erection or completion as the case may be shall be reckoned from the date of receipt by the contractor of the order, together with all necessary information and drawings, to enable the work to be put in hand.

In all cases in which progress shall be delayed by strikes, lockouts, fire accidents, defective materials, delays in approval of drawings or any cause whatsoever beyond the reasonable control of the contractor, and whether such delay or impediment shall occur before or after the time or extension of time shall be granted.

**32. Price reduction clause:**-If the contractor shall fail in the due performance of his contract within the time fixed by the contract or any extension thereof the contractor agrees to accept a reduction of the contract price by half percent per week reckoned on the contract value of such portion only of the plant as cannot in consequence of the delay be used commercially and efficiently during each week between the appointed or extended time as the case may be and

the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the contractor's liability for delay, but shall not in any case exceed 10 percent of the contract value of such portion of the plant.

**33. Test on completion:**-Whenever possible all test shall be carried out before shipment, should, however, it be necessary for the final test as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required, be repeated within one month from the date, the plant is ready for re-test and the contractor shall re-pay to the purchaser all reasonable expenses to which he may be put by such tests.

**34. Rejection of defective plant:**-If the completed plant or any portion thereof before it is taken over under clause 35, be found to be defective, or fails to fulfill the requirements of the contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forthwith make the defect good, or alter the same to make it comply with the requirements of the contract. If the contractor fails to do so within a reasonable time the purchaser may reject and replace, at the cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and at a reasonable price, and where reasonably possible to the same specification and under competitive conditions. In case of such replacement by the purchaser the contractor shall be liable to pay to the purchaser the extra

cost, if any, of such contract, such extra cost being the ascertained difference between the price paid by the purchaser, under the provisions abovementioned, for such replacement and the contract price for the plant, so replaced. And also to repay any sum paid by the purchaser to the contractor, in respect of such defective plant. If the purchaser does not so replace the rejected plant within a reasonable time, the contractor shall be liable only to repay the purchaser all money paid by the purchaser to him in respect of such plant.

In the event of such rejection, the purchaser shall be entitled to the use of the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the contractor shall be entitled to a reasonable sum as payment for such use.

**35. Taking over**:-Where the specification calls for the performance tests before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation, whichever shall be the earlier and the Engineer shall forthwith issue a Taking over certificate. In the event of final or any outstanding tests being held over until the plant is erected, such taking over certificate shall be issued subject to the results of such final or outstanding tests shall be carried out in accordance with clause 33.

When the specification calls for tests on site the plant shall be taken over and the Taking-over certificate issued immediately after such tests have been satisfactorily carried out.

If for any reason other than the default of the contractor such last mentioned tests on site shall not be carried out within one month of notice by the contractor to be purchaser of the plant being ready for test the plant shall be deemed to have been taken over as on the last day of such period and payment due to the contractor on taking over shall be made, but nevertheless the contractor shall if called upon so to do by the purchaser, but at the purchaser's expense make the said test during the maintenance period and accept as aforesaid under the same obligations as specified in clause 33.

The Engineer shall not delay the issue of any Taking over certificate contemplated by this clause on account of minor deficiencies of material or defects in the plant which do not materially affect the commercial use thereof provided that the contractor shall undertake to make good the same in due course.

**36. Maintenance**:-For a period of 12(twelve) calendar months commencing from the date on which the plant is taken over is deemed to have been taken over under clause 35 (called "the Maintenance period'), the contractor shall remain liable to replace any defective parts that may develop in plant of his own manufacture or those of his sub-contractors approved under proper clause 6 under conditions provided for by the contract under proper use and arising solely from faulty design, materials or workmanship : Provided Always that such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant, the promptly returned to the contractor's works at the expense of the contractor unless otherwise arranged.

If it become necessary for the contractor to replace or renew any defective parts of the plant under this clause, the provision of the first paragraph of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, which ever may be latter.

If any defect be not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expense, by without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

The repaired or new parts will be delivered on accordance with clause 10. The contractor shall bear reasonable cost of minor repairs carried out on his behalf at site.

At the end of the Maintenance period the contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the purchaser shall be entitled to the benefit of any guarantee given to the contractor by the original supplier or manufacturer of such goods.

**37. Regulation of local authorities**:-The purchaser shall, throughout the continuance of the contractor and in respect of all matters arising in the performance thereof, serve all notices and obtain all consents, wayleaves, approval, and permission required in connection with regulations and by-laws of any local or other authority which shall be applicable to the works.

All works shall be executed in accordance with the Indian Electricity Rules, 1956, and any statutory modifications thereof, wherever are applicable, unless otherwise agreed to in writing by the Engineer.

**38. Arbitration**:-If at any time any dispute or difference or controversy shall at any time rise between the contractor on the one hand and the U.P. State Electricity Board and the Engineer of the contract or the other touching the contract, or as to the true construction, meaning and intent or any part or condition of, or payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clauses of the contract, specifications or drawings or any of them, or as to anything to be done committed or suffered in pursuance of the contract or specifications or as to the mode of carrying the contract into effect, or as to the breach of alleged breach, or as to obviating or compensating for the commission of such breach, or as to any other matter or thing, whatsoever connected with or arising out the contract, and whether before or during the progress or dispute shall be referred for adjudication to the chairman, U.P.V.U.N.L. or to any other person nominated by him in his behalf and his decision in writing shall be final, binding and conclusive. The submission shall be the Indian Arbitrator Act, 1940 or any statutory modification thereof. The arbitrator may from time to time with consent of the parties enlarge the time for marking and publishing the award.

Upon every or any such reference, the costs of, an incidental to, the reference and award respectively shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and to direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the contract shall, if reasonably possible, continue during the arbitration proceedings, and no payment due or payable by the Nigam shall be withheld on account of such proceedings.

**39. Construction of contract**:-The contract shall in all respect be construed and operate as a contract as defined in the contract Act, 1872 and all payments there under shall be made in rupees unless otherwise specified.

**40. Marginal notes**:-The marginal note to any clause of this contract shall not affect or control the construction of such clause.

SUPERINTENDING ENGINEER  
OPERATION AND MAINTENANCE CIRCLE-I  
2x500 MW, 'D' TPP, ANPARA