



**ELECTRCITY URBAN**  
**DISTRIBUTION CIRCLE-VII, LESA**  
**33/11 KV S/S SECTOR-5D, VRINDAVAN**  
**YOJNA, LUCKNOW**

**E-TENDER SPECIFICATION NO.**  
**80/EUDC-VII/LESA/2017-18**

**E-TENDER FORM**

**COST OF E-TENDERING DOCUMENTS**

**Rs. 525.00**

**Earnest Money Rs. 2000.00 Only**

**Due on-23.02.2018**

**TOTAL TENDER VALUE APPROX.**

**Rs. 2.00 Lacs**

**(GST Extra)**

**विद्युत नगरीय वितरण मण्डल-सप्तम, लेसा, लखनऊ के अन्तर्गत विभिन्न कार्यों को कराने हेतु दक्ष एवं अनुभवी टेकेदारों/आपूर्तिकर्ताओं से दो भागों में अलग-अलग निविदाएं ई-टेंडरिंग के माध्यम से आमंत्रित की जाती है। निविदा के प्रथम भाग में (1) जी0एस0टी0 पंजीकरण सम्बन्धी प्रमाण-पत्र (2) आयकर प्रमाण-पत्र (3) सम्बन्धित कार्य हेतु नवीनतम अनुभव प्रपत्र (4) वार्षिक टर्न ओवर रू0 05 लाख से अधिक (5) टिन नं0 की छायाप्रति (6) निविदा में भाग लेने वाली फर्म को 10 रू0 के नॉन ज्यूडिशियल स्टाम्प पेपर पर इस आशय का शपथ पत्र प्रस्तुत करना होगा कि उसकी फर्म लेसा/मविविनिलि0/अन्य किसी भी डिस्कॉम में ब्लैक लिस्टेड एवं प्रतिबंधित नहीं है। (9) आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से जमा की गई निविदा मूल्य व धरोहर राशि के रसीद की छायाप्रति, वाणिज्यिक, तकनीकी, अनुभव आदि प्रपत्र तथा द्वितीय भाग में केवल मूल्य/दरें ई-पोर्टल <https://etender.up.nic.in> पर दिनांक 12.02.2018 समय 17:00 बजे तक अपलोड की जानी है। ई-निविदा का प्रथम भाग दिनांक 13.02.2018 समय 12:00 बजे अथवा उसके उपरान्त खोला जायेगा। निविदाओं के प्रथम भाग में निर्धारित निविदा मूल्य एवं धरोहर धनराशि कार्यालय के बैंक खाते में आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से जमा करने का साक्ष्य यथायोज्य यू0टी0आर0 सं0, पे-इन-स्लिप की मूल प्रति (इश्यूइंग बैंक के कन्फरमेशन मेल की प्रति) आदि स्कैन करके ई-पोर्टल पर अपलोड करनी होंगी। निविदा प्रपत्र मूल्य एवं धरोहर राशि आर0टी0जी0एस0/एन0ई0एफ0टी0 द्वारा "vf/k kd h vfhk Urk fo|q uxjlt forj.k [k M&vkyeckx] yd k y[kuÅ" के csl [kck l 1277784945, vkb, Q0, l 0l h dM CBIN0280140, l WY csl vky bM; k 'k[k&vkyeckx] y[kuÅ में जमा होनी चाहिए। निविदा भाग प्रथम एवं द्वितीय का कोई भी अभिलेख ई-मेल/संवाहक या हार्ड कॉपी के रूप में किसी भी दशा में कार्यालय में स्वीकार नहीं किया जायेगा। निविदा संबंधी समस्त जानकारी [www.mvvn.in](http://www.mvvn.in) पर भी अवलोकित की जा सकती है, परन्तु निविदा के प्रथम व द्वितीय भाग <https://etender.up.nic.in> पर ही अपलोड की जा सकेंगी। निविदा के अवधि विस्तारण, पुनःप्रकाशन, शुद्धि पत्र, संशोधन अथवा निरस्तीकरण की सूचना [www.mvvn.in](http://www.mvvn.in) एवं <https://etender.up.nic.in> पर ही अपलोड की जायेंगी। अधोहस्ताक्षरी को बिना कारण बताये एक या सभी निविदा को निरस्त करने/विभिन्न फर्मों के मध्य विभक्त करने/संशोधन करने का अधिकार सुरक्षित होगा, निविदा का विवरण निम्नवत् है**

Ø - l a -	fufonk l d; k	dk; Zdk ule	fufonk iz = dk eW; ¼ 0½	/k kgj /kujk' k ¼ 0½	[kyus dh frffk
1	80/विनविमं-सप्तम/ लेसा/2017-18	परीक्षण खण्ड-तृतीय के अन्तर्गत सहायक अभियन्ता (मीटर) वृंदावन हेतु 01 नग एकजीक्यूटिव कुर्सी एवं मेज, 04 नग कार्यालय कुर्सी, 02 स्टेल मेक अलमारी एवं 01 नग विन्डो ए0सी0 की आपूर्ति।	525.00 जी0एस0टी0 सहित	2000.00	13.02.2018

**v/k{k k vfhk Urk  
fo0u0fo0e0&l Ire] yd k**

dk k; ;  
v/kk k vfH; ark  
fo | q uxjh; forj.k e.My&l Ire ½l l xkerh½  
33@11 d0oh0 fo | q mi dshz l DVj&5Mh oankou ; kt uk  
yd k y[kuÅ

b&es y %eudc7les@gmail.com  
Qku u0 %0522&2443979

### ई-निविदा विस्तारण तिथि

एतदद्वारा इस कार्यालय की ई-निविदा संख्या 80/वि0न0वि0मं0-सप्तम/लेसा/  
2017-18 जोकि दिनांक 12.02.2018 को 05:00 बजे तक अपलोड एवं 13.02.2018 को 12:00 बजे  
खोली जानी थी। अब किन्हीं अपरिहार्य कारणों से दिनांक 22.02.2018 को 05:00 बजे तक अपलोड  
की जायेंगी एवं 23.02.2018 को 12:00 बजे खोली जायेंगी।

अन्य नियम व शर्तें यथावत् रहेंगी।

v/kk k vfH; ark  
fo0u0fo0e0&l Ire]  
yd k y[kuÅ

**OFFICE OF THE SUPERINTENDING ENGINEER**  
**ELECTRICITY URBAN DISTRIBUTION CIRCLE-VII**  
**MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED**  
**LESA, LUCKNOW**

**E-TENDER SPECIFICATIONS / DOCUMENTS**

1. E-Tender No. : **80/EUDC-VII/LESA/ 2017-18**
2. Due date of opening. : **23.02.2018**
3. Last date of loading Tender documents / specifications. : **22.02.2018**
4. Price of Tender Specifications. : **Rs. 525.00**
5. Description of Work/Supply. : **Providing & Fixing of Office Furniture & Air Conditioner for the office of Assistant Engineer (Meter) Vrindavan under Electricity Urban Test Division-III, LESA Lucknow**

**The details of aforesaid Tender can be had in following enclosed Annexure- I to VII.**

1. E-Tender Form (Annexure- I)
2. E-Tender Proforma (Annexure- II)
3. Delivery Schedule (Annexure-III)
4. Proforma of Deviations ( Annexure – IV)
5. General Instructions to Tenderers (Annexure-V)
6. Bill of Quantity/Price Schedule (Annexure-VI)
7. Special Terms & Conditions (Annexure-VII)
8. General Terms and Conditions of Work Form- 'B'

Encloser: As above

**Superintending Engineer (E.U.D.C-VII)**

## **E-TENDER FORM**

(To be filled & submitted by the Tenderer in E-Tender Bid Part –I)

### **E-Tender Specification. No. 80/EUDC-VII/LESA/2017-18**

From:

To: **The Superintending Engineer (CIS GOMTI),  
Electricity Urban Distribution Circle-VII,  
33/11 KV Sub-Station, Sector-5D, Vrindavan Yojna,  
LESA, Lucknow.**

SUB:- TENDER FOR \_\_\_\_\_

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the Madhyanchal Vidyut Vitran Nigam Limited the items in the schedule of the prices and delivery annexed or such portion thereof as you determine in strict accordance with the annexed Special conditions of contract. Form "A"/"B" Specifications and schedule of price/ rates to the satisfaction of the purchaser and in default thereof to pay to UPPCL/ MVVNL the sum of money mentioned in the said conditions.

1. A sum of Rs. \_\_\_\_\_ as Earnest money in form of RTGS/NEFT of \_\_\_\_\_ is pledged to you. Full value of this shall be retained by UPPCL against the security Deposit Specified in the clause of the said conditions of contract.
2. I/We agree clauses to bind myself/our self that in the event the supply/work being awarded to me and if I/We us /fail to execute the same my/our earnest money will stand forfeited.
3. I/We agree to abide by this Tender for a period of \_\_\_\_\_ days for finalization and further for a period of \_\_\_\_\_ days for execution of supply/work in accordance with the conditions of contract.
4. I/We have been and full understood the work being tendered I/We have previous experience of doing similar work. Details of the same are enclosed in proof of my/our statement.
5. I/We also agree to execute the supply with in \_\_\_\_\_ days from the date of contract is awarded to me/us or am/ are authorized by you in writing for taking –up the same formal execution of contract.
6. In case of any dispute I/We agree to abide by the decision of the Chief Engineer (Distribution), MVVNL, Lucknow which shall be final and binding on me/us.

Yours faithfully,

**Date:**

**Place:**

**Signature of the Tenderer with Seal**

**E-TENDER PROFORMA**

(To be filled &amp; submitted by the Tenderer in E-Tender Bid Part –I)

**IMPORTANT INSTRUCTIONS TO THE TENDERERS**

**Your tender shall not be considered, if you fail to submit this proforma duly filled. Replies should be complete without ambiguity and should be clearly written against each item.**

Terms such as “Refer covering letter etc.” shall not be acceptable. You may, however, attach extra sheets, if the space is not sufficient.

Sl. No	PARTICULARS	
1	Specification No. against which you have tendered	
2	Receipt No.& Date by which cost of tender Specification was deposited by you.	
3	Name & Address of the tenderer.	
4	Address of contractor	
5	Whether tenderer is Contractor or Petty Contractor with power of attorney of agents of manufacturer (authentic proof regarding agents of manufacturer to be enclosed	
6	Amount of earnest money deposited with full details be submitted here.	
7	Quantity offered (If there are two or more items, state quantities separately with unites)	
8	Do you agree to all conditions of Form - A/B tender specification & if not, state the modifications clearly in the schedule enclosed which you would desire in Form – A/B other terms & conditions (It may please be noted the it shall be entirely at the discretion of the competent authority to accept or reject the modifications proposed.)	
9	Pl. state clearly (answer Yes / No.), if you would agree to undertake the works in case the modifications as suggested under Sl. No. 8 is not acceptable to the corporation without imposing any further condition / conditions from the site.	
10	Name & Detailed address of your Authorised representative against this order / Agreement	
11	Name & detailed address of tenderer/ proprietor / partners / Directors be given.	
12	Give two references who can certify your financial status & capability to undertake such supply order one of the reference should be schedule Bank of India.	
13	Do you confirm that are no typographical errors/ omissions in your tender & all other documents, forming part of the tender (answer Yes / No)	

: 2 :

14	What is the validity period of your Tender?	
15	What is the completion / delivery period, pl. state if the completion is guaranteed under penalty ?	
16	Are you agreeable to the completion period being reckoned from the date of receipt of letter of acceptance by you ?	
17	Do you agree to furnish security deposit, if order is placed with you (Answer Yes / No) ?	
18	Give Details of License issued by Electricity Safety Directorate	
19	Pl. enclosed the certified copy of the latest income tax clearance certificate/Income Tax return.	
20	Weather all the schedule & documents required have been submitted or not?	
21	What is your PAN No.	
22	What is your GST Tax Reg. No.	
23	What is your Turn Over in Recent year?	
24	What is your Bank A/C No. & Name of Bank.	
<b>TECHNICAL SPACIFICATIONS / PRICES :</b>		
25	Is the work/item offered is according to the specifications of the tendering authority.	
26	Pl. indicate clearly if the quoted prices are Firm & Firm in all respect throughout the currency of the contract / agreement.	
27	If the quoted rate are inclusive of any taxes / duties / other charges, give details of such taxes / duties / other charges, included & at the rate(s)	
28	Pl state, if you would claim any other charges over & above the prices as extra, which are not covered above. If Yes, Pl. state each separately indicating the amount in Rs. Against each per unit basis.	

Date:

**Signature of the Tenderer with Co. seal.**

Place :

**ANNEXURE-III**

(To be filled & submitted by the Tenderer in E-Tender Bid Part –I)

**DELIVERY SCHEDULE**  
**SCHEDULE OF COMPLETION OF WORK AGAINST E-TENDER**  
**NO. 80/EUDC-VII/LESA/2017-18 DUE FOR OPENING ON- 23.02.2018**

Sl.No.	Particulars of material	Quoted quantity	Completion period		
			Commencement	Rate per month	Completion

**Date:**

**Place:**

**Signature of the Tenderer with Co. Seal**



(To be filled & submitted by the Tenderer in E-Tender Bid Part –I)

**DEVIATIONS FROM TERMS AND CONDITIONS OF TENDER DOCUMENT/ FORM "A" & OTHER TERMS & CONDITIONS OF UPPCL/MVVNL AGAINST E-TENDER NO. 80/EUDC-VII/LESA/2017-18 FOR OPENING ON. 23.02-2018 AT. 12:00 HRS.**

I/We the undersigned have carefully examined {The General Conditions of contract form A and other terms & conditions of the tender specification} and I/We hereby confirm that all the terms & conditions contained in form A and other terms and conditions of tender specification under reference are acceptable to me/us with the following deviations:

Sl.No.	Description Clause No. etc.	Stipulated in UPPCL/ MVVNL	Deviation offered	Remark, if any
1	2	3	4	5

**Signature of contractor with seal**

**Date**

**Place:**

**Address:**

**E-TENDER NO. 80/E.U.D.C.-VII/LESA/2017-18**

**GENERAL INSTRUCTIONS TO TENDERERS**

(To be filled & submitted by the Tenderer in E-Tender Bid Part –I)

1.00 **GENERAL INSTRUCTIONS:**

1.01 Tenderers are requested to go through the instructions carefully & furnish complete information along with their tender bid offer, failing which their tender may not be considered at all. Tender shall be received in two parts, each part shall be in separate covers as under:

(a) **Tender Bid Part-I:** Shall contain followings :

(i) **Tender cost of Rs. 525.00 /-** in the shape of **RTGS/NEFT** by any Nationalised Bank duly pledged in favour of **Executive Engineer, EUDD-Alambagh, LESA, Lucknow** (Bank A/c No. **1277784945**, IFSC Code-**CBIN0280140**, **Central Bank of India, Branch-Alambagh, Lucknow**)

(ii) **Earnest money of Rs. 2000.00/-** in the shape of **RTGS/NEFT** by any Nationalised Bank Duly pledged in favour of **E.E., EUDD-Alambagh, LESA, Lucknow** (Bank A/c No. **1277784945**, IFSC Code-**CBIN0280140**, **Central Bank of India, Branch-Alambagh, Lucknow**)

(iii) Copy of latest **Income Tax Clearance Certificate/Income Tax Return.**

(iv) **Annual Turn Over** of the contractor in recent years should be **Rs. 05 lacs or more Per Annum.** Copy of such statement prepared/certified by Chartered Accountant and self attested with company seal be submitted.

(v) Copy of **GST Tax Registration** valid for the year 2017-18.

(vi) Copy of PAN No.

(vii) **Experience:**

Contractor must have executed the work in recent past successfully. Copy of agreements/Certificates to tpphis effect issued by Executive Engineers/other competent authority should be enclosed.

**Tender Bid Part- II** : It shall contain Price Bid only :

This part of the bid shall be superscripted as “Tender Bid Part-II” against Tender specification No. **80/EUDD-VII/LESA/2017-18. Due date of opening-23.02.2018**

**Important Note** : Tender Bid Part-II of only those firms shall be opened which comply by furnishing of desired documents of Part-I of the Bid. i.e. part-II of those firms which fail to submit the above records (i) to (vii) shall not be considered and hence shall not be opened.

1.03 In case of any inconsistency with the provisions of Form 'A/B', the provisions under special conditions of the tender will prevail.

1.04 Tenderers are requested to submit the price schedule appendix duly filled in (item by item) as required and should strictly follow the instructions to facilitate the tendering authority to prepare Comparative Statements.

1.05 Any portion of terms & conditions as laid down in the condition of the contract, Form 'A/B' enclosed along with nature of work etc. which is not clear to the tenderer should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of the contract Form 'A/B' to facilitate finalization of the contract. In case, they are unable to do so, should state any particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.

**E-Tender No. 80/E.U.D.C.-VII/LESA/2017-18**

- 1.06 The tendering authority does not suggest /pledge to accept the lowest of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non acceptance or selection.
- 1.07 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 1.08 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him from submission of the tenderers to the MVVNL/ Corporation at least for one year.
- 1.09 Any approach etc., officially or otherwise on the part of the tenderer or his representative shall tender his offer liable to be summarily rejected.
- 1.10 The price of tender specification will not be refunded under any circumstance whatsoever.
- 1.11 In case of ambiguous or self contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the MVVNL/Corporation shall be taken without any reference to accept the deviations or not.
- 1.12 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped.
- 1.13 No cash payment will be made by the Letter of Credit.
- 1.14 Tender Bid Part-I (Earnest Money) should contain in the shape RTGS/NEFT issued by Nationalized bank.
- 2.00 **Tender Bid Part-I (Earnest Money) should contain the following:**
- 2.01 The part one of the tender bid shall contain the Earnest Money & documents with respect to prequalification of tenderer.
- 2.02 In case part quantity offered, Earnest Money deposit shall be reduced proportionately.
- 2.03 Tenderers are required to furnish Earnest Money amount receipt in the form of RTGS/NEFT of any Nationalised Bank duly pledged in favour of Executive Engineer, E.U.D.D., Alambagh, LESA Lucknow. This should be submitted along with the tender bid Part-I. Tender will not be considered without Earnest Money.
- 2.04 The Earnest Money deposited by the tenderer will be refunded (i) after finalization of tender. (ii) In the event of his tender being rejected/not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit and shall be released only on satisfactory completion of work.
- 2.05 It may be noted clearly that in case the offer is not with the (i) Tender Cost receipt (ii) Valid Earnest Money receipt (iii) ITR Copy (iv) Copy of PAN No. (v) GST Tax Registration No. (vi) (vii) Turn-over of **Rs. 05.00** lacs for recent years (viii) List of agreements for carrying out such type of work in past years. Part- II of the tender bid will not be opened.
- 3.0 Only tender of those tenderers shall be considered who have sufficient experience for execution of such type of works during past & have necessary resources & organization to undertake the work tendered for to the satisfaction of the tendering authority.
- 3.01 All the tenderers must furnish a list of agreements executed with them during recent years.
- 3.02 All the tenderers must submit past performance reports of any of such type of works carried out by them.
- 3.03 The tendered quantity of Work may vary ( $\pm$ )20%.
- 4.00 **VALIDITY OF OFFER:** Tenderers shall ensure that their rates are firm within 90 days from the date of opening of the tender & are not subject to variation on any account.
- 4.01 **COMPLETION PERIOD:** Period for the execution of work within 01 Month.

**E-TENDER NO. 80/E.U.D.C.-VII/LESA/2017-18**

4.02 **SECURITY:**

(i) 10% of contracted amount shall be deposited by contractor in form of RTGS/NEFT of Nationalised Banks(valid for six month) to concerned Executive Engineer.

**or**

(ii) 10% amount shall be deducted from running bills, which shall be refunded after successful completion of work.

5.00 Valid current income tax clearance certificate be also submitted.

5.01 Any other information, which may be considered necessary by the tenderer but not Covered in the specification be also submitted.

6.00 **PRICES:**

6.01 The tenderers are to quote prices in the enclosed Price Schedule item wise (Proforma enclosed) duly typed both in words as well as in figures.

6.02 The quoted prices shall be firm & firm in all respect through out of the Contract/agreement. No variation in the prices shall be allowed in any circumstances.

6.03 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.

6.04 Any other charges/duties/taxes/levies etc. should be specifically mentioned separately in the price schedule.

7.00 **SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM 'A' & SPECIAL CONDITIONS:**

The tenderers should clearly state whether all the provisions of tender specification application to this tender, are acceptable to them & incase of any deviations the same should be clearly mentioned and submitted along with their tender in the enclosed proforma.

8.00 **PAYMENT:**

Running payment will be made once during the month subject to the availability of the funds.

9.00 **DISPUTE:**

For any dispute arising out of this tender in between the tendering authority and the contractor. The Chief Engineer, Distribution LESA Zone Lucknow will decide the dispute and his decision will be binding on both the parties.

**TENDER NO. 80/EUDC-VII/LESA/2017-18**

**Due on-23.02.2018**

**Providing & Fixing of Office Furniture & Air Conditioner for the office of Assistant Engineer (Meter) Vrindavan under Electricity Urban Test Division-III, LESA Lucknow.**

**PRICE SCHEDULE/BILL OF QUANTITY**

<b>Sl. No.</b>	<b>Description of Material</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (Rs.)</b>
1.	Executive revolving chair on steel frame with push back/raising-lowering arrangement, fitted with high Quality hydraulic base & good upholstery (Make:godrej/equiletnt).	Nos.	01	
2.	Steel Almirah of size 70"x36"x20" made up of 18/20 gauge MS Sheet & two doors, four shelves, with locking arrangement.	Nos.	02	
3.	Mid back cushioned visitor (fix) chair with high density of approved quality of cushioning on seat & back.	Nos.	04	
4.	Wooden table of size 5"x3" made with high density 19mm thick ply board. Pasting of 1mm best quality sun-mica. All Edges/corners covered with 4mm teak wood biddings. Table should be provided with three drawers on one side 2 one cupboard on other side, well finished, in all respect.	Nos.	01	
5.	Providing & Fixing of 1.5 Ton window Air conditioner along with 3 KVA automatic high/low voltage cut stabilizer (Make Carrier/LG/Voltas/ Equivalent).	Nos.	01	

**Date :**

**Place :**

**Signature & seal of the firm**

**E-TENDER NO. 80/E.U.D.C-VII/LESA/2017-18**

**Due on : 23.02.2017**

**SPECIAL TERMS AND CONDITIONS**

- 1- All office furniture should be of Godrej/equivalent/other reputed make.
- 2- All furniture should be in brand new condition, well painted and well finished.
- 3- All the Furniture should be guaranteed for 12 month against any manufacturing defect.
- 4- If some material within Guarantee period is found defective it shall be repaired by the contractor to the satisfaction of purchaser free of cost.
- 5- All Furniture shall be delivered and properly placed at A.E.'s proposed office at EUTD-III, LESA, Lucknow All handing, transportation and insurance charge shall be borne by contractor.
- 6- Supply Period : 30 days from the date of order.
- 7- Payment: 100% within one month on successful completion of supply, subject to availability of fund.
- 8- Penalty : ½ % per week on the value of un executed/not supplied items maximum 10%
- 9- Security : 10% of value of order shall be deducted from the bill and kept with department for one year.
- 10- In case of any dispute between purchaser & supplier, decision of Chief Engineer, LESA, Lucknow shall be final and binding on both the parties.
- 11- These special Terms and Conditions shall be read and construed with general conditions of contract of erstwhile UPSEB Supply/Work agreement form-A/B, In case of any contradiction, these special Terms & Conditions shall prevail.
- 12- Variation : Quantity of any items may vary  $\pm 10\%$ .

## FORM B

### **General Conditions for the Supply of Plant and Machinery for Works Pertaining to the U.P state Electricity Board**

1. In constructing these general conditions and the 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 :

**Definition  
of Terms**

The "Purchaser" shall mean the U.P. State Electricity Board and shall include his 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 representative, 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 the 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 authorised and appointed in writing by the Purchaser to act as Engineer for the purposes of the contract and in case where no such officer has been so appointed, the Purchaser or his duly authorized representative.

"Plant" shall mean the plant and materials to be provided by the Contractor under the contract. The "Contract" shall mean and include the General Conditions, Specifications, Schedules, Drawings Form of Tender, Covering letter, Schedule of prices or the 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 he schedule hereto (if any).

The "Site" shall mean the site of the proposed work as detailed in the Specification or any other place in Uttar Pradesh where work is to be executed under the Contract.

"Month" shall mean calendar month.

"Writing" include any 'manuscript' typewritten 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 any shall also include the plural and vice versa where the context requires.

2. 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 order that such doubt may be removed.
3. A formal agreement shall, if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract Further, if required by the Purchaser, the Contractor shall deposit with the Purchaser as a security for the due and faithful Performance of the Contract such sum not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or any other form approved by the Purchaser. The security deposit shall be refunded to the Contractor on the delivery and check of the plant at the site of the work.

**Contractor  
to Inform  
Himself Fully**

**Contact**

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.

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

4. The Contractor shall submit, in duplicate, to the Engineer, for his approval, drawings of the General Arrangement of plant to be provided and such detailed drawings other than shop drawing as maybe reasonable necessary.

**Contract  
Drawing**

Within fourteen days of the receipt of such drawing, the Engineers shall signify his approval or otherwise of the same and in the event of disapproving the drawing, the Contractor shall submit further drawings for approval.

Within a reasonable period of the notification by the Engineer to the contractor of his approval of such drawing three sets in ink no tracings cloth or ferrogallic prints mounted cloth drawing as approved shall be supplied to him by the Contractor and be signed by him and the Contractor respectively and be thereafter deemed to be the "Contractor Drawings".

These drawing when so signed shall become the property of the Purchase and be deposited with the Engineer and shall not be departed from in any way whatsoever except by the written permission of the Engineer or thereafter provided.

In the event of the Contractor desiring to possess a signed set of the drawing, 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 drawings, other than shop drawings, 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 anthorised representatives whose name shall have previously been communicated in writing to contractor, shall have the right, at all reasonable times, to inspect, at the factory of the contractor, drawing any portion of the plant.

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

**Mistake  
Drawing**

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

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

**Subletting of  
Contract**

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 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 or thing, the contractor will indemnify the purchaser against such claim or demand and all cost expenses arising from or incurred by the reason 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 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 Contact.

**Patent  
Rights**



7. The plant shall be manufactured and constructed in the best and most substantial and most workman-like-manner and with material of the best or of approved qualities for their respective uses. **Quality of Material**
8. The Contractor shall be responsible for securely protecting and packing the plant so as to avoid damage under normal conditions of transport. **Packing**
9. The cost of delivering the whole of the material F.O.R., at the railway station specified, shall be borne by the Contractor. **Delivery and Import License Fee**

The import License fee for the import of equipment or component parts of raw material, if required, shall be paid by the Contractor even when the Import License may have to be taken in the name of the Purchaser.

10. No alteration, amendments, omission, addition, suspension or variations of the plant, hereinafter referred to as "Variation", under the Contract as shown by the Contract Drawing or the Specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power subject to provision hereinafter contained, from time to time, during the execution of the Contract by notice in writing to instruct the contractor to make such variations without prejudice to the contract and contractor shall make such variations and be bound by the same conditions, as for as application, as though they said variations occurred in the specifications. If any suggested variations 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 forth with whether or not the same shall be carried out and if the Engineer confirms his instruction the Contractor's obligations and guarantees shall be modify to such an extent as may be justified. The difference of cost, if any, occasioned by any such variations shall be added to or be deducted from, the contract price at the case may require. The amount of such difference, if any, shall be ascertained and determined accordance with the rates specified in the Schedule of prices, so far as the same may be applicable and where the rates are not contained in the said Schedule or are not applicable they shall be settled by the Engineer and Contractor jointly, as for as possible before such variations are carried out. Provided that the purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Engineer. **Power to Vary Or Omit work**

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 arrangement accordingly, and in case where goods or materials have already been prepared or any design drawings, or patterns have been made or work done that required to be altered the Engineer shall allow such compensation in respect thereof as he shall consider reasonable.

Provided that no such variations 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 percent thereof.

In every case in which the Contractor shall receive instructions from the Engineer for carrying out any work which either than or later will in the opinion of the Contractor involve a claim for additional payment, the Contractor shall, as soon as reasonably possible after the receipt of such instructions, from the Engineer of such claim for additional payments.

12. If the Contractor shall neglect to manufacture or supply the paint 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 the manufacture or supply, or shall contravene any provision of the Contract, the Purchaser may give seven day's notice in writing to the 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, if the purchaser shall think fit, it shall be lawful for him to take the manufacture or supply of plant wholly, or in part, out of the Contractor's hand 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 manufacture or supply of such plant as aforesaid. **Negligence**
13. If the Contractor shall die or commit or 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, successor or other representative 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 stoppage of the manufacture of plant, have the option of carrying out the Contractor subject his or their providing such guarantee as may be required by the Purchaser, but not exceeding the value of the plant, for the time being remaining unexecuted. In the event of stoppage of the manufacture of the plant the period of the option under this clause shall be fourteen day only. Provided that, should the above option not be 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 Contractor's hand under that clause. **Death/Bankruptcy etc.**
14. The Engineer and his duly authorized representatives, shall have at all reasonable times access to the contractor's premises, and shall have the power at all reasonable times to inspect and examine the materials workmanship of the plant during its manufacture there, and if part of the plant is being manufactured on other premises the Contractor shall obtain for the Engineer and for his duly authorized representatives permission to inspect it as if the plant manufactured on the Contractor's own premises. **Inspection & Testing**
- The Engineer shall, on giving seven day's notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be a 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 whatsoever, Provided that if such notice be not sent to the contractor within reasonable time after the ground upon which such notice is based have come to the 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 Contractor's works before shipment.
- The contractor shall, if required, give the Engineer notice of any material being ready for testing, and Engineer or his representative, if so desired, shall, on giving twenty-four hour's previous notice in writing to Contractor attend at the Contractor 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 tests, 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 tests in duplicate.

In all cases where the Contractor provides for tests, 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 Contract and shall give facilities to the Engineer or to his authorized representative to accomplish such testing.

**Test at  
Contractors  
Premises**

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

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

**Test on  
Site**

In all cases where the Contract provides for tests on the site, the Purchaser, except 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 Contractor.

In this case of Contractor requiring electricity for test on site such electricity shall be supplied to the Contractor in the most convenient form available.

15. The plant or material shall not be forwarded until shipping dispatch instruction shall have been given to the Contractor.

**Delivery for  
Plant**

Notification of delivery or despatch 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 stores delivered or despatched by him. All packages, containers, bundles and loose materials forming part of each any every consignment shall be described fully in the packing account, and full details of the contents of packages and quantity for materials shall be given to enable the consignee to check the stores on arrival at destination.

16. The manufacture and supply of plant shall be carried out under the direction and to the reasonable satisfaction of the Engineer.

**Engineer's  
Supervision**

17. In respect of all matters which are left to decision of the Engineer including the granting or withholding of certificate, the Engineer shall if required so to do by the Contractor give in writing a decision thereon and his reasons for such decision. If the decision is not accepted by the Contractor the matter shall at the request of the Contractor be referred to arbitration under the provision for arbitration, hereinafter contained, but subject to the right of reference to arbitration such decision shall be final and binding on the Contractor.

**Engineer's  
Decisions**

18. The Contractor shall be responsible for loss, damage or depreciation to good up to delivery at site.

**Liability for  
Accidents and  
Damage**

19. If during the progress of manufacture or supply of plant the Engineer shall decide and notify in writing to the Contractor that the Contractor has manufactured any plant or part of plant unsound or imperfect or has supplied any plant inferior in quality to that specified the Contractor on receiving details of such defect or deficiency shall at his own expense, within such time as may be reasonably necessary for the purpose proceed to alter or reconstruct or remove such plant or part of plant, or supply fresh materials up to the standards of the specification and in case the Contractor shall fail so to do, the purchaser may on giving the contractor seven day's notice in writing of his intention so to do proceed to alter, reconstruct or remove such plant or part of plant or supply of all such materials at the Contractor's cost provided that nothing in this clause shall be demand to deprive the purchaser or affect any rights under the Contract which he may otherwise have in respect of such defects or deficiencies.

**Replacement  
Of Defective  
Plant or  
Materials**

20. All cost, damages or expenses which the Purchaser may have paid for which, under the Contract, the Contractor is liable may be deducted by the Purchaser from any money due or which may become due by him to the Contractor under this Contract, or may be recovered by suit or otherwise from the Contractor.

**Deduction  
From Contract  
Price**

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.

21. (1) Subject to any deduction which the Purchaser may be authorized or make under the Contractor or subject to any additions or deduction provided for under clause 11, the Contractor shall, on the certificate of the Engineer, be entitled to payment as follows:

**Terms of  
Payment**

- (a) Ninety 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 despatch of the plant from the Indian Port and of the advice note given case number and contents, together with a certificate by the Contractor to the effect that the plant detailed in the said advice note has actually been despatched under the said Railway receipt and that the contract value of the said plant so despatched is not less than the amount entered in the invoice.
- (b) Ten percent of the F.O.R. Contract value on presentation of the Contractors invoice when each commercially useable section of the plant is completed and the last portion of such section has been despatched and the whole material has been delivered at the place fixed for delivery and checked at the site of the work or within one month of such delivery, whichever is earlier.

Provided that each of the payment under this clause shall be due on the last day of the month in which the invoice for the amount due, together with the necessary documents, is received by the Purchaser: Provided also that the Purchaser shall not be bound to make any payment under sub-clause (a) unless the amount of such payment represents at least 8 percent of the total value of the plant.

(2) If at the time at which the last installment become payable, there are minor defects in the plant which are not of such importance as to effect the full commercial use of the plant, then the purchaser shall be entitled to retain such part of the instalments as represents the cost of making good such minor defects, and any sum so retained shall subject to the provision of clause 30, due upon such minor defects being made good.

(a) if the Purchaser desire that the plant or any portion should not be despatched by the Contractor, when it is due to despatch, the contract shall store such plant or portion at his works and be responsible for all risk. For such storage the Purchaser shall pay to the Contractor at a rate to be mutually agree upon between the parties, but not exceeding 5s (5 shilings) per ton per week payable quarterly plus interest at 1 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 of which they said plant or portion becomes due is ready for shipment up to the date on which it is actually shipped.

22. In any case where the Contract 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 material to be supplied by a sub-contractor, such sum shall be expanded or used, either wholly or in a 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 it 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 sum paid to the sub-contractor on account of such materials or works and a sum equal to 10 percent of such net sums allowed as Contractors 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-contractors every facility for the supply of materials or execution of their several works simultaneously with his own and shall, within fourteen days after the Engineer has requested him in writing to do so, 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-contractor and or plant to be supplied.
23. (i) 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 certificates as to such plant as in the reasonable opinion of the Engineer, in accordance with the, Contract shall be issued within fourteen days of the application for the same. **Certificate of Engineer**
- (ii) 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.
24. No certificate of the Engineer on account, nor any sum paid on account by the purchaser, nor any extension of time granted under Clause 26 shall effect or prejudice the rights of the purchaser, against the Contractor, either under this Agreement or under the law, or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the plant manufactured or supplied; and no certificate of the Engineer shall create liability in the, Purchaser to pay for any alteration, amendments, variations or additions not ordered in 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 such 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 rights of the Contractor against the Purchaser, either under this Agreement or under the law. **Certificate not To effect Rights of the Purchaser or Contractor**
25. The Purchaser shall pay to the Contractor all reasonable expenses incurred by Contractor by reason of suspension of the manufacture of plant 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 the Contractor of Sub-contractor. **Suspension of Works**
26. The time given to the Contractor for the despatch or delivery 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. **Extension of Time for Completion**

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 delays or impediment shall occur before or after the time are extended time, for despatch or delivery, a reasonable extension of time shall be granted.

27. 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 29, and such reduction shall be in full satisfaction of the contractors liability for delay but shall not in any case exceed 10% of the contract value of such portion of the plant.

28. If the completed plant or any portion on thereof is taken over under Clause 29, be found to be defective, or fails to fulfil the requirements the Contract, the Engineer shall give the Contractor notice setting for the particular of such defects or failure, and the Contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirements of 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 hole or any portion of the plant, as the case may be, which is defective or fails to fulfill the requirements of the Contract. Such replacements 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 replacement delivered and/or erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser, under the provisions above mentioned, for such replacement and the Contract price for 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 to the Purchaser all moneys paid by the Purchaser to him in respect of such plant.

**Rejection of  
Defective  
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 reasonable 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.

29. Where the specification calls for performance test before shipment and these have been successfully carried out, the plant shall be accepted and taken over and the Engineer shall notify the Contractor to that effect. When the specification calls for test on site the plant shall be taken over immediately after such tests have been satisfactorily carried out and the Engineer shall notify the Contractor to that effect.

**Taking-over**

Such notification shall not be unreasonably withheld, nor shall the Engineer delay giving such notification on account of minor omissions and defects which does not necessarily delay shipment nor effect the commercial use of the plant without any serious risk; PROVIDED ALWAYS that the Contractor undertakes to make good such omissions and defects at the earliest possible moment.

30. For a period of 12 (twelve) calendar months commencing immediately upon the setting to work of the plants or 18 months from the date of receipt of equipment by the Purchaser at site, whichever is earlier, 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 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 are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant are promptly returned to the Contractor's work at the expense of the Contractor unless otherwise arranged. **Maintenance**

If it becomes necessary for the Contractor to replace or renew any defective parts of the plant under this clause the provisions 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, whichever may be the later.

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, but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

The repaired or new parts well be delivered in 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.

31. If any dispute, difference or controversy shall at any time arise between the contractor on the one hand and the U.P. State Electricity Board and Engineer of the contract on the other, touching the contract, or as to the true construction, meaning and intent or any part of condition of the same or as to the manner of execution, or as to the quality or description of the 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. Omitted or suffered in pursuance of the contract or specification, or as to the mode of carrying the contract into effect, or as to the breach, or alleged breach of the contract or as to any claims on account of such breach or alleged breach, or as to obviating or compensating for the commission of any such breach, or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the Contract, such question difference or dispute shall be referred for adjudication of the Chairman, U.P. State Electricity Board or to any other person nominated by him in this behalf and his decision in writing shall be final; binding and conclusive. This submission shall be deemed to a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. The Arbitrator may from time to time, with consent of the parties, enlarge the time, for making and publishing the award. **Arbitration**

Upon every or any such reference the cost of, and incidental to the reference and award respectively shall be in the discretion of the Arbitrator who shall be competent to determine the amount thereof or direct the same to be taxed at between solicitor and client or as between party, and 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 continue during to, the arbitration proceedings, no payment due or payable by the Board shall be withheld on account of such proceedings, in case of refusal/neglect by such nominee, Chairman U.P. State Electricity Board may nominate another person in his place.

Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the Court of Competent jurisdiction under the High Court of judicature at Allahabad.

32. The Contract shall in all respect be construed and operate as a Contract as defined in the Indian Contract Act. 1872, and all payments there under shall be made in rupees unless otherwise specified.
33. The marginal note to in clause of this Contract shall not affect or control the construction of such clause.

**Construction  
of Contract**