



उत्तर प्रदेश UTTAR PRADESH

DM 988473

AGREEMENT

AGREEMENT FOR THE WORK: विश्वविद्यालय परिसर में पानी की व्यवस्था, सीवरेज एवं एस०टी०पी० के वार्षिक अनुरक्षण।

This agreement made on DAYSATURDAY MONTH APRIL FIRST TWO THOUSAND SEVENTEEN Sardar Vallabhbhai Patel University of Agriculture & Technology, Meerut between M/S Bio-Environs Consortium, 147, Indira Nagar Colony, PO New Forest, Dehradun (Which expression where the context so admits includes his hers, executers, administrators and permitted assignee, herein after called the Contractor) on the ONE PART and the Sardar Vallabhbhai Patel University of Agriculture & Technology, Meerut, Uttar Pradesh acting through its Comptroller Which expression where the context so admits includes its successors and assignee, herein after called the University on the OTHER PART. Where the parties mutually agree with each other as follows:

Completion of the work:- In consideration of a sum to be calculated at rate contract set forth in the enclosed schedule 'A' which said sum the University hereby agree to pay the contractor after the said contractor has completed the work set forth in the schedule 'B' enclosed and terms and condition attached hereto and to be read as part of this agreement. The contractor hereby agrees that all the work shall be executed with promptness care and accuracy in workmanlike manner according to the schedule of performance 'C' attached and shall be completed by 30.06.2017 in all respects.

The time allowed for carrying out the work as entered in the agreement shall be strictly observed by the contractor and shall be reckoned from 01.04.2017 (Office Order No: SVP/2017/FC/2068 Dated 31.03, 2017).

It is understood that any disputes or differences arising out of this Agreement be settled in accordance with the provision of Order No. 156/charaialise-2/156/91-92 Dated 5th February, 1992.

Bio Environs Consortium
 Contractor: 147, Indira Nagar Colony,
 M/S Bio-Environs Consortium, Dehra Dun.
 147, Indira Nagar Colony, PO New Forest,
 Dehradun, P. O. New Forest, Dehra Dun.
 147, Indira Nagar Colony,
 Bio Environs Consortium

[Signature]
 Comptroller,
 SVBPUA&T, Meerut
 1: *[Signature]*
 2: Vikas Chohan
 (Asstt. Asstt.)
[Signature]

[Signature]
 Registrar
 S.V.P. Uni. of Agri. & Tech.
 Meerut-250110 (U.P.)

WORK ORDER NO: 31.3.17/2017/10-1/1
DATED: 01/4/2017

FINANCE COMPTROLLER, SVP UNIVERSITY OF AGRICULTURE & TECHNOLOGY, MEERUT-250110

Memorandum of agreement made on the First day of April, 2017 between M/s Bio Environs Consortium, S/o Sh. NA resident of 147, Indira Nagar Colony, Po-New Forest, Dehradun (Which expression where the contract so admits includes his heirs executors, administrators and permitted assigns) hereafter called "the contractor of the one part and the Vice-Chancellor, SVP University of Agriculture & Technology, Meerut-250110 (which expression where the context so admits includes his successors and assigns) hereafter called "Vice-Chancellor" of the other parts.

Whereby the parties mutually agree with each other as follows:-

1. The consideration of a sum to be calculated at the rates set forth in the schedule here to annexed which said the Vice-Chancellor hereby agrees to pay to the contractor within 03 months after the said contract has completed the works set forth in the specification and special instructions hereto attached and read as part of his agreement, the contractor hereby agree that all the work shall be executed with great promptness, care and accuracy in a workmanlike manner and shall be completed within 03 months from the date of these presents.
2. The contractor shall use materials of the best quality and shall take articles of University stock after giving a due receipt and shall use them carefully.
3. If the Vice-Chancellor shall make the said contract or any payment on account during the execution of the said works he said be entitled to deduct the same from such sum as is found to be payable to the contractor on completion of the works as aforesaid. For all bills for payment on account a deduction at the rate of 10 per cent on their total value will be made, which deductions will be refunded to the contractor in the final payment to be made on the completion of the works as aforesaid.
4. If the Finance Comptroller, SVP University of Agriculture & Technology, Meerut shall at any time during the progress of the work be dissatisfied with the rate of progress or the quality of the materials that have been used or of the workmanship, be the said Dy. Director, Works & Plants may without notice immediately terminate this agreement and call in another contractor or employ daily labor to dismantle bad work if necessary to renew and complete the said works and may pay the cost of such contractor or daily labor for such dismantling renewing or completion the sum if payments on account of work done have been payable under this agreement to the contractor or the balance of the sum if payments on accounts of work done have been made to the contractor and if such cost be more than such sums or the balance of such sum the difference between it and such sum or balance shall be a debt due from the Contractor to the Vice-Chancellor and shall be recoverable as such.
5. If the contractor falls to complete as aforesaid the said work by the time fixed in this agreement for completion, the Vice-Chancellor may deduct from the sum found to be payable under this agreement or the balance of the sum than unpaid the sum of Rs. 500/- per hour and Rs. 1000/- per hour respectively for every day that shall elapse between the day fixed for completion and day of actual completion if action has not been taken under clause 4 hereof.
6. (i). The contractor will indemnify the Vice-Chancellor from all claims for injury caused to any person whether a workman or not while in or upon the works or the site of the same, and the Vice-Chancellor shall not be bound to defund any claim brought under the workman's compensation Act (VIII or 1923) or any of its subsequent amendment, unless the contractor makes a written request for the same and first




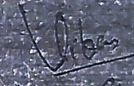



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deposits with the Vice-Chancellor a sum which the Vice-Chancellor deems sufficient to meet any liability which the Vice-Chancellor might incur by reason of defending any such claim.

(ii). The Vice-Chancellor shall further be entitled to recover the amount so paid by way of compensation under the aforesaid act or any part thereof by deducting the same from the security money deposited by the contractor or from any other sum due by him to the contractor under this agreement or on any other account whatsoever.

7. Notwithstanding anything stipulated in the aforesaid clause the Vice-Chancellor shall have power to retain any sum due to contractor (s) and set off all claims against him (them) whether arising out of the particular contractor or out of any other transaction or contract held by him (them) alone or in partnership with other.
8. Every dispute difference or question which may at any time during the continuance of this agreement or after its termination from any cause whatsoever, arise between the parties here to or any person claiming under them touching or arising out or in respect or the same or the subject matter there of shall be referred to the arbitration of the Finance Comptroller, SVP University of Agriculture & Technology, Meerut and the decision of the arbitrator shall be final and binding on the parties.

In witness where of M/s Bio Environs Consortium, 147, Indira Nagar Colony, Po-New Forest, Dehradun and Comptroller, Sardar Vallabhbhai Patel University of Agriculture & Technology, Meerut-250110 on behalf of the Vice-Chancellor and acting under his authority in this behalf have signed this deed hereunder on the dates mentioned under their respective signatures.

Signature of Contractor  Bio Environs Consortium 147, Indira Nagar Colony, P. O. New Forest, Dehra Dun	Comptroller, SVP University of Agriculture & Technology, Meerut 
Witness (1) 	Witness (1) Vikas Chandra (Asstt. Acctt.) 
Witness (2) 	Witness (2)  Sudhakar Singh


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