



उत्तर प्रदेश UTTAR PRADESH

FU 418611

Agreement

This agreement is made between CSJM University here in after called University and UTTAR PRADESH RAJYA NIRMAN SAHKARI SANGH Ltd. (U.P.R.N.S.S.) Through Executive Engineer of U.P.R.N.S.S. here in after called construction Agency on the ..20..7..2021..... For Maintenance of Examination hall at CSJM University Premises for which work order has been issued by the Registrar CSJMU/engg /civil/1994/2021 Dated-02-07-2021 the estimated cost of the project is Rs.28.53 Lacs,

Now this agreement is executed between the parties here to within as follows:-

1. It is understood that the ceiling cost of the project shall be decided as per the existing Rates of Lok Nirman Vibhag of Uttar Pradesh Government subject to its revision from time to time (here in after called the" S.O.R."
2. It is understood to that construction agency shall start actual maintenance work only after obtaining consent of the university-
 - (1) Communicated in writing to Construction Agency its Administrative and Financial sanction on the DPR Submitted by the construction agency.
 - (2) Delivered clear possession of the land/Building.
 - (3) Within "THIRTY"(30) days of issue of letter of intent by the university along with sufficient advance being not less than 95% of the estimated cost. The construction Agency shall start above mentioned work immediate after the payment by the University.
 - (4) After receiving consent on DPR from the CSJM University.
3. It is understood that at the time of work, flow of funds shall be mutually decided in accordance with the expected/desired progress of work (by the University). The issue of intent to the construction Agency will deemed as the allotment of work for the construction agency.

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4. It's understood that the construction work will be taken up by construction Agency as deposit-work on the basis of actual cost of labours, materials, Equipment and all other inputs as defined in which will form part of this agreement. The estimate cost minus 5% plus 12.5 % will be charged as "Centage Charges" in accordance with Uttar Pradesh Government Order No. A-786CE/23-Sa.NI.VI.-169CB/75, dt Feb. 19,1976 as amended by Government Order No.A-2-87/x-97-17(4)/75 dated 27-2-97, copies of which are enclosed hereto as Annexure-II, which will form part of the agreement.
5. It is understood that the actual Cost will be worked out in the manner specified as per, hereto exist in condition of delay releasing of fund by the university, due to sufficient increase of rates of materials. If the actual cost increases excess shall be borne from the overheads of the construction agency if the final actual cost is less than the revised estimate cost, if any only the final actual cost will be charged.
6. It is understood that the construction agency shall take up the work in accordance with the priorities indicated in writing by the university and its completion will be governed by a joint pert showing the activities of the consent of both parties from time to time.

The Construction Agency shall maintenance and completely finish the work **within 01 month** of 95% amount of the estimated cost as advance subject to cash flow as per clause-3 above. Thus scheme of cash flow will be time.

1. Advance before start the work 95%.
2. After handing over 5% will be released.
7. The periodical Account of the Construction agency is being audited by the statutory auditors (Chartered Accountants).The Construction Agency shall submit to the university such periodical audited accounts of the units, relation to work as and when audited.
8. It is Understood that the university or any person authorized by it may inspect the work at any time to satisfy itself that the construction work is being constructed by the construction Agency as per drawing and specifications as provided in the preliminary estimate. If any defects or variation made without the written request of the university are found during the inspection, they will have to be rectified by the construction agency at its own cost, on written notice by the university within 30 (Thirty) days from its receipt
9. The defect liability period shall be, (i) Six months from the date of handing over of the construction work to the University or (ii) One monsoon season away, whichever is later. The construction Agency shall get the defects rectified at its own cost within 30 days of receipt of written notice from the University.
10. It is understood that the construction Agency shall remain liable to and shall indemnify the University, in respect of losses, damages, or compensation arising out of any accident of injury, sustained to the University or by any workman in the employment of the Construction Agency while working the said work or the same arising out of any act, default or negligence, error in judgment on the determination of the compensation or damage by the competent authority as defined in the relevant laws.

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11. The construction Agency shall provide all things of every sort and kind which may be necessary and requisite for the due and proper execution of the several works included in the Contract according to the true intent and meaning of the drawings and specifications or shown on the drawings, provided that the same are reasonably to be inferred therefore the Local officer shall decide which shall be followed. The Contractor will within a week of the completion of the works and at his own cost remove from the site of the work, all scaffolding, rubbish, and other material and restore the ground place in good condition. In case of his default the employer will get this done and recover full cost thereof from the Construction Agency.
12. The Construction Agency shall not vary or deviate from the drawing or specifications or execute any extra work of any kind whatsoever without permission in writing from the University.
13. All works and materials brought and left upon the site of the works by the Construction Agency or by his orders for purpose of forming part of the works shall be treated as the property of the University, and the Construction Agency shall not remove the same from the site or permit the removal thereof, without the special license and consent in writing of construction, but the Construction Agency shall nevertheless be solely responsible for the loss or destruction thereof and for all damages which may happen thereto by theft, fire, transport or any other cause whatsoever.
14. If in the opinion of the university any of the works has been executed with improper materials or defective workmanships, the Contract shall, when required by the University forthwith re-execute the same, and substitute proper materials and workmanship
15. The Construction Agency shall at his own cost amend and make good any defect shrinkage or other faults in the works appearing within six months after its completion, and caused by defective or improper materials or workmanship.
16. The Construction Agency shall during the progress of the works be in full charge of the same and shall be solely responsible, for and shall make good all injuries, damages and repairs occasioned to the same by fire or any other cause whatsoever and it shall save the University harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want proper care or misconduct on the part of the Construction Agency or of any one in his employ, during the execution of the works.
17. Court jurisdiction will be distt. court kanpur nagar.

Finance Officer

Witness

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Construction Agency

Witness

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