



उत्तर प्रदेश UTTAR PRADESH

### CONTRACT

This Contract is made at Kanpur on the 20/7/2021 between C.S.J.M. University, Kanpur through its Finance Officer (hereinafter called "The University" which expression shall unless repugnant to the context there of include its successor-in-office and assigns) of the one part and "UTTAR PRADESH RAJKIYA NIRMAN NIGAM LTD" (hereinafter called the UPRNN which expression shall unless repugnant to the context thereof include its assigns) of the other part.

Whereas at the proposal of the 'The University' the UPRNN has agreed for supply of furniture in various department constituent (hereinafter called the "Project").

Now this contract executed between the parties hereto witness as follows:-

1. It is understood that UPRNN shall supply the furniture only after the 'The University' has communicated in writing to UPRNN its Administrative and financial Sanction.

*[Signature]*

(1)

*[Signature]*

*[Signature]*

*[Signature]*

2. It is understood that at the time of allotment of work 90% payment will be released as advance rest will be released after satisfactory installation of the furniture.

### 3. Centage Charges:

The Centage charges shall be paid in accordance with the relevant Government orders of UP Govt. at the time of the sanction of the work The centage shall be paid on the amount which arrives at after deducting 5% from the total cost or as per UP Govt. Orders.

### 4. Project Cost:

It is understood that the project cost shall be within limits of the cost of the detail estimate. Therefore complete work will be executed with the ceiling cost of 131.17 lakhs and no cost escalation will be applicable of any kind except Taxes if change. If the final Actual cost is less than the Revised Estimated Cost, Only the Final Actual Cost will be charged.

### 5. Time of Completion

(a) It is understood that the UPRNN shall take up the work in accordance with the priorities indicated in writing by client and its completion will be governed by a joint pert showing the activities of the client and the UPRNN which will be updated according to the constraints of either party from time to time.

The UPRNN shall build and give complete supply by within one month and as per priorities communicated unless prevent by any Labour Strikes, Fire accident. Earth Quake, Mob-violence attack, from the air or any other major disturbances due to change in drawings or any other reasons beyond the control of the UPRNN will obtain written permission from the client for extension of time and completely finish the project within extended time. If there is a delay in the completion of the project beyond stipulated time given in this contract that resultant cost escalation shall not be paid by client and the excess cost shall be borne by the UPRNN.

(2)



**6. Accounts:**

The UPRNN shall submit to the client such audited accounts of the Unit, relating to the work as and when audited after supply of the furniture the final accounts shall be submitted by UPRNN. The client shall also have an access to the books of accounts of UPRNN, in case, the client deems it necessary. All payment of the 'first party' as become payable according to the terms and condition of this agreement will be made only at Kanpur, after deduction of income tax as per provision of, I.T. Act, 1961 as amended from time to time. In regard to deduction to be made for G.S.T. the order of UP Govt. as applicable from time to time shall be followed.

**7. Inspection of work & Quality Control:**

It is understood that the University or any per committee authorized by it will inspect the supplied furniture itself/himself that the furniture is made by the UPRNN as per specifications as provided in the Detailed Estimate. If any defects or variation made without the written request of the client are found during the inspection, they will have to be rectified by the UPRNN at its own cost on written notice by the client within thirty (30) days from its receipt. Release of fund will be done as per the recommendation of inspection committee .

**8. Compensation for Damages:**

It is understood that the UPRNN shall remain liable to and shall indemnify the client, in respect of losses, damages, or compensation arising out of any accident or injury, sustained by the client or by any workman in the employment of the UPRNN while in or upon the said works or the same arising out of any act, default or negligence, error in judgment on the part of UPRNN its employees or agents. subject to the determination of the compensation or damages by the competent Authority as defined in the relevant laws.

**9. Settlement of Disputes:**

It is understood that any disputes or differences arising out of this contract shall be settled in accordance with the provision of Govt. Order No. 56/Chawalise-2/156/91-92, dated 5th February, 1992 ( a Copy of which is annexed here to)


**10. Inspection by University officials.**

The concern officials of C.S.J.M. University, Kanpur or otherwise authorized shall be entitled to inspect the supplied furniture at any time and after inspection or otherwise they shall be entitled to issue directions as may be deemed fit.



(3)





**11. Defect Liability Period:**

Construction work, when completed shall have a defect liability period of 12 months. If any defect comes into light during the above period because of bad workmanship /low grade material or for any other reason etc, that will be rectified by UPRNN on their cost. If UPRNN fails .to do that, the client (Institute) shall get the defect rectified through other, supply agency at the cost of UPRNN and the resultant expenditure shall be charged upon UPRNN.

In witness whereof the parties hereto have set their hands through their authorized representatives on this deed & affixed their seals on date, month and year first above written.

For and on behalf of C.S.J.M.  
University, Kanpur


  
(Finance Officer)

For and on behalf of Uttar  
Pradesh Rajkiya Nirman  
Nigam Ltd Kanpur

  
Unit Incharge

In Presence of witness

1. 

2. 

In Presence of witness

1. 

2. 