

Articles of Agreement made onbetween the Anand Agricultural University (here in after called the 'University') of the one part and contractors (here in after called the ('Contractor's) of the other part.
WHERE AS the University is desirous of.....

CONSTRUCTION OF B1 TYPE - 2 NOS. AND D1 TYPE - 2 NOS. AND E-1 TYPE - 1 NO STAFF QUARTERS AT AAU DAHOD. (Name of Building)

in all estimated to cost Rs.....

and has caused Rs.

drawings and specifications for the work to the done by the University and has invited tenderes and WHERE AS in response to the invitation the contractors, after having examined the plans and specification , have agreed to execute the said work subject to the conditions set forth in the schedule (Tender form filled in by contractors) attached here to, the work shown upon the said drawings and described in the said specifications and schedule B of quantities, for such sum as may be ascertained to be payable in terms of the bill of quantities.

Now it is hereby agreed as follows.

1. In considerations of the said sum to be paid at times and in the manner set forth in the said specifications, the contractor shall upon and subject to the said schedule B and specifications execute and complete the work shown upon the said drawings and described in the said schedule B of quantities and specifications.

2. The University shall pay the contractors the said sum such other sum as shall become payable here in after at times and in the manner specified in the said schedule B and specifications.

3. The said schedule B and specifications shall be read and constructed as forming part of this agreement, and the parties here to shall respectively abide by and submit themselves to the said schedule B and specifications and perform the agreement on their parts respectively in such conditions as contained therein.

4. That the contractors here by agree to complete the work of
.....
(Name of work)

in all respect within months as per work order and explicitly agree to pay the penalty as per clause 2 to the University in the case of their failure to complete the work before the above date.

5. That the contractors here by bind themselves to carry out the above mentioned work as per schedule B and specification of the Executive Engineer of the University.

6. The contractor hold themselves entirely responsible for any defect or damage to the work during the period of the work. In case if any defect is found in the work at any time within twelve months after the completion of the said work. The contractors here by bind themselves to make good any such damage and remedy the defects, and in the case of their failure to do so the Executive Engineer to the University will have the full authority to get it done at the contractor expenses and recover the amount payable to the contractor by the University and also from the security deposit paid by the contractor in this behalf and also from the other amount or property or assets of the contractor laying with the University.

7. That in case of any dispute between the parties, the contractors here by bind themselves to abide by the decision of the Vice Chancellor/ UCC which shall be final.

8. That the University will pay for the work done as per running bills from to time to time after due satisfaction and approval of the Executive Engineer of the University or his authoursied Assistant.

9. That the contractors will pay one percent of the bill as water charge only. If water is supplied at the nearest existing source with the University's own drawing arrangements. The amount of the security deposit may be refunded at the discretion of the University on completion of twelve months from the date of completion of work.

10. In witness there of, the Executive Engineer of the University and contractor have here to respectively set their hands on the day and year first above written.

Signed & delivered by

Signed & delivered by

Executive Engineer
Anand Agricultural University
Anand

Contractor

Witness

1.....
.....

2.....
.....

GENERAL SPECIFICATIONS

- (1) All damages done to floor, walls, roads, sides of building etc. during the process of fixing water supply drainage and sanitary installations shall be restored to the original condition by the contractor at his own cost.
- (2) All the pipes, fittings and appliances shall be thoroughly cleaned before fixing and particular care shall be taken to see that no extraneous materials get into them during fixing.
- (3) All the pipes, fittings and appliances shall be free from cracks and other flaws before fixing and shall be undamaged in all respects during and after fixing.
- (4) All the joints shall be rendered leak proof and tested for the same to ensure efficient functioning of pipes and appliances.
- (5) All diameters of pipes shall be the diameters of the inside bore except wherever mentioned.
- (6) All the water supply and sanitary work shall be carried out by the experienced plumber to the entire satisfaction of the Engineer in Charge.
- (7) Entire water supply and sanitary items arrangements shall be subjected to pressure test in accordance with I.S. code at the contractor's cost prior to commissioning.
- (8) Rates of each item are including of testing of its and connection and pipe etc. for no leakage.

Contractor's Signature

**Executive Engineer
Anand Agricultural University
Anand**

PLACE:

DATE :

NOTE: The Various items of works shall be carried out in general as per relevant I.S. Specifications and that of the latest Addition P.W.D. Hand Book Vol. I & II along with following specifications. Where there is construction between the following specifications shall be given in matters of inter petitions etc. The decision of the Engineer/Architect shall be final and binding on the contractor.

PRELIMINARIES:

1. The contractor is not allowed for executing any work, which in the Engineer/Architect opinion is likely to cause any annoyance to occupants in the vicinity, at such time Architect may direct.
2. Any treasure crove, coins or objects of antiquity which may be found on the site shall be handed over to the employer.
3. The contractor shall deliver daily to the Engineer in charge. of works report, as to the number of operative employed in all reads and deliver notes for all materials delivered to the site.
4. The contractor is to provide, at all times during the progress of the works and the maintenance period proper means of access, with leaders, gangways etc. The necessary attendance to move and adopt as directed for the inspection or measurement of the works be the Architects, consulting Engineer, Structural Engineer and employer of their authorized representatives.
5. The contractor is to allow for general attendance upon sub-contractors, including the free use of plant and scaffolding (and the provision of any special scaffolding required) and is to allow their operatives the use of altering, water closet mess rooms, and sheds covered space for plant, storage of materials etc. and all lock up shop for each.
6. The Contractor is to set out any level the works and will be responsible for the accuracy of same. He is to provide all instruments and attendance required by the architects. Consulting Engineer, Structural Engineers and Employer or their authorized representatives for the checking their work.
7. The contractor is to cover up and protect the works from the weather and is to suspend all "SET" operations during weather which in the Engineer/Architects opinion will be deter mental the work.
8. The Contractor is to allow for a general Foreman to be a constantly on the works throughout the period of their execution and for supervision as required under the condition of contract.
9. The contractor shall provide, erect and maintain proper shed and temporary building for the storage and protection of materials etc. and for the execution for works.
10. The contractor shall provide, erect and maintain proper shed, mess rooms for the apprative with adequate lighting attendance etc.
11. The contractor shall provide positions all necessary sanitary conveniences with the rules and regulation of the municipality/local authority and maintain in a clean orderly condition etc.
12. The contractor shall provide, erect and maintain office for the general foreman, with desk drawers etc. and adequate lighting and attendance etc.
13. The contractor shall provide, erect and maintain for the Engineer in charge with dark. Drawers and office etc and adequate lighting and attendance etc.
14. The contractor shall provide, erect and maintain on site office with dark, drawers etc. and adequate lighting and attendance for the architects representatives.
15. The contractor shall allow for paying all rates, taxes and other charges which may be made by local or other authorities in condition with offices, sheds and other temporary buildings erected for purpose of the contractor.
16. **BOARD:**
A board of size approximately 8' x 6' as per drawings shall be made and put up an approved place on the site. This boards shall be painted in approved colours with the name of:
 1. The proposed construction and the employer.
 2. The architects.
 3. The building contractors.
 4. The structural consultant.
 5. Any other specialist consultant and,
 6. Consulting Engineers, as directed by the Architects. This shall be provided by
The contractor at his own expensed.
17. Samples of each clause of materials and workman ship shall be submitted by the contractor for the approval of the Engineer/Architects and after such approval, these samples shall be deposited in the office of the Engineer & the contractor will be required to perform all the works of this contract in accordance with these samples.

18. If the contractor wants to make any item of work at his work ship or at any other place and not on site written application for permission to do so shall have to be submitted to the Engineer stating clearly the item of work place of its, making etc. if the said application as reflected by the Engineer the same item of work shall be to be carried out on site at no extra cost.
19. On completion, all work must be cleaned own rubbish removed and the works and land cleared of rubbish, surplus materials and other accumulations, and every thing left in a clean and orderly condition. The contractor shall do this work at his own expenses as per the instructions of the Engineer in charge.
20. The contractor shall prepare a sample of any work required by the Engineer/Architect and get the Engineer /Architects approval before proceeding with the quantity work. The rejected sample shall be removed by the contractor from site at his cost for preparing of removing the samples.
21. No. extra shall be paid on any item on account of the floor level except where specifically mentioned.
22. All quantities mentioned in the schedule of quantities are only approximate and the contractor shall not be eligible for any claim due to any variation in or commission of any item of work.
23. The contractor shall be responsible for the compensation due to injuries to the person or damage to the property in any way connected with the execution of the work and for loss of materials due to improper stacking etc. and shall be make good to losses/ damages, without any extra claims.

Contractor's Signatures

PLACE :

DATE :

GENERAL CONDITIONS

The condition is allowed for excluding any work, which in the engineer in charge/Architect opinion is likely to cause any annoyance to occupants in the vicinity, at such time as the architect may direct.

The contractor shall deliver daily reports of works to the Engineer in charge. The necessary attendance to move and adopt as directed for the inspection of measurement of the work by the Architects, Structural Engineer in charge and authorize or their representatives.

The contractor is to cover up and protect the work from the weather and is to suspend all "SET" operations during weather, which is in the Engineer in charge's opinion will be detrimental to the works.

The contractor shall provide, erect and maintain an office with desk, drawers etc. and adequate lighting and attendance for the Architect representative and Engineer in charge.

The contractor shall provide, erect and maintain proper shades and temporary buildings, for the storage and protection of materials etc. and for the execution of the works, which may be fabricated or brought on the site
BOARD: a Board of size approximately 8'-10" x 6'-0" as per drawings shall be made and put up at an approved place on the site. This board shall be painted in approved colours with the name of:

1. The proposed construction and the employer
2. The Architects
3. The Building
4. The Structure Consultants
5. Any other specialist consultant and consulting Engineer as directed by the Architects.

This shall be provided by the Contractor at his own expenses.

The completion of all works must be cleaned down, rubbish, removed and the work and land cleared of rubbish, surplus materials and other accumulations and everything left in a clean and orderly condition. The contractor shall also do this work at his own expense as per the instruction of the Engineer in charge.

The Contractor shall prepare a sample of any work required by the Engineer in charge/Architect and get it approved before proceeding with the quantity work. The rejected samples shall be removed by the contractor from site at his cost.

No extra shall be paid items on account of the floor lead except where specifically mentioned.

All quantities mentioned in the schedule of quantities or only approximate and the contractor shall not be eligible for any claim due to any variation in or omission of any item of works.

Contractor's Signature

**Executive Engineer
Anand Agricultural University
Anand**

PLACE:

DATE :