



हरकोर्ट बटलर प्राविधिक विश्वविद्यालय

नवाबगंज, कानपुर - 208002, उ.प्र., भारत

HARCOURT BUTLER TECHNICAL UNIVERSITY

NAWABGANJ, KANPUR - 208002, U.P., INDIA

(Formerly Harcourt Butler Technological Institute, Kanpur)

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100 YEARS
1921 - 2021

AGREEMENT FOR MAINTENANCE



उत्तर प्रदेश UTTAR PRADESH

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HARCOURT BUTLER TECHNICAL UNIVERSITY, KANPUR

This indenture is made on this 18 Oct 2021 between **M/s S.V. Construction, Kanpur** (hereinafter called 'The Contractor') which expression where the context so admits or amplies included their heirs, executors, successors and assigns of the one part and the Finance Controller, HBTU Kanpur (hereinafter called 'II Party') which expression where the context so admits or amplies included their successors in office and assigns of the other parts.

WHEREAS the HBTU is desirous of construction ad renovation work in HBTU Kanpur and has caused sufficient time and opportunity to be given to the contractor to inspect drawings as per list attached, the specifications, the period schedule or quantities the conditions or tender and the conditions of the contractor has agreed to execute upon and subject to conditions forth (hereinafter referred to as the said conditions) the work shown upon the said drawing and described in the said specification and the said period of scheduled of quantities at the respective rates mentioned in the period schedule of quantities.





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General Terms & Conditions


- 1.A) The quoted rates are valid up to two year from the date of award of contract. Contract period may be extended on written concerned.
- B) The tenderers were expected to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to be nature of the ground and sub soil (So far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of material, installation of T & P rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labors etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender.
- C) The contractor is deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- D) The contractor is aware of the scope and specifications of the works to be done and of conditions.
- E) Being percentage rate tender only rates below/above/at par quoted shall be considered.
- F) The contract shall be valid initially for two years and the University reserves the right to curtail or to extend the validity of contract on the same rates and terms and conditions.
- G) Registrar, HBTU, Kanpur reserves the right to choose, accept or reject any or all requests/offers, in full or part at any stage reduces or increase the number of personnel without assigning any reasons there for the quantity/number of personnel shown in the document is only indicative.
- 2.A) All day to day maintenance and repairing work in respect of buildings, roads, sanitary, water supply and wood work and other service are the part of this contract.
- B) For different original works, renovation, any addition & alternation & maintenance works of estimated value more than Rs. 10,000/- contractor

   
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shall be intimated separately for each and every work. Period of completion of such work would be mentioned therefore, which will reckon from the third day from date of intimation to the contractor. Contractor has to complete the work in respect to the satisfaction of authority within the specified time period. In case of any delay, due to failure of contractor the levy of compensation will be applied as per relevant clause of contract.

3. This contract being percentage rate contract, the amount of work done may extend to any limit and contractor shall carry out the work at the rate quoted by him during the period of operations of contract and nothing extra over and above the quoted rates shall be payable to him.
4. The contractor shall use materials of approved make as per PWD/DSR specifications only. For materials not covered in the said list, prior approval shall be obtained from the concerned approving authority.
5. All day to day maintenance complaints shall be attended by the Contractor in totality to the entire satisfaction of the complaint or his authorized representative within two days of their registration. However for any emergency work, day to day, operational or providing proper service as water supply to be attended immediately without loss of time. The decision of the authorized representative shall be final and binding to the contractor.
6. All complicated nature of complaints as so certified by the competent authority or his authorized representative shall be attended in totality to the entire satisfaction of the complaint within 7 days of their registration.
7. For ordering the various works to be done by contractor, a register of complaint/works shall be maintained at site at an appropriate location as directed by the competent authority, so day to day maintenance complaint, registered in this register by any resident of quarters or office which shall be attended and completed by the Contractor within the time schedule stipulated
8. The contractor shall see the register every day and sign the same as a token of having received the complaint /work order.




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9. **Termination without compensation:** In the event of violation of any terms and conditions of the Tender documents or the agreement, it would be construed, as a breach of contract and Registrar, HBTU Kanpur will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the contractor towards successful implementation of the contract may be forfeited.
10. **Compliance with laws:** The contractor shall ensure full compliance with all statutory laws of the Government and shall keep University fully indemnified against liability of tax, interest, penalty etc of the contractor in respect thereof, which may arise.
11. **Alterations/Modifications:** The University reserves the right to make alterations in the number of personnel deployed as per actual requirement. The contractor shall deploy such personnel also.
12. **Performance of Contractor:** In case the contractor fails to commence/ execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, University reserves the right to impose penalty as deemed fit.
13. The contractor will indemnify University from any claim/statutory noncompliance/damage/compensation etc. arising out of this contract.
14. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
15. All liabilities arising out of accident, death, loss or damage while on duty shall be borne by the contractor.
16. Any case of theft, loss or damage to the property of University on account of malfeasance, negligence, connivance of any other misdemeanor on the part of the Contractor if so established by University authorities, the contractor shall have to make good the loss to University.
17. The contractor and its staff shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse the areas of responsibility given to them by University and shall not knowingly lend to any person or company any of the effects of the University under its control. In case any damage is caused to University campus property by

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the contractor or his deployed person, the contractor shall be liable to reimburse the cost of such damage to University places, failing which security money will be adjusted and balance (if any) will be deducted from the running bill of the Contractor.

18. University shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. University does not recognize any employee employer relationship with any of the workers of the contractor.
19. The Contract may be terminated/short closed by giving not less than three months notice by either side before expiry of contract.
20. University will not be held responsible for that under any circumstances if any dispute arises regarding payment of wages and other statutory dues to the workmen deployed.
21. The contractor shall be bound to submit any statutory document of demand by the competent authority of University.
22. The contractor shall maintain all records about the statutory compliance as per the Central/State Government rules and regulations at their premises. University will have the right to verify each and every document.
23. The running payment will be done time to time.
24. Settlement of Disputes: It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of University, the Bidder shall make request in writing to the Registrar, HBTU for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no disputes/claims shall be entertained by University. The decision of the Vice Chancellor, HBTU, Kanpur will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Kanpur jurisdiction.
25. **Jurisdiction:** The Court of Kanpur in the State of Uttar Pradesh only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.



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26. **OBLIGATION OF THE CONTRACTOR:**

- a. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, p6ndity etc. of the contractor in respect thereof, which may arise.
- b. The University will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein. The University will also deduct GST under GST ACT.

27. **Dispute Resolution:**

- a. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties.
However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Hon'ble Vice- Chancellor of the University.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be done by the respective parties in equal proportions. During the pendency of the Arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Kanpur.

28. **Action when whole security deposit is forfeited :** Clause 1- In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit whether paid in one sum or deducted by installments, the VC on behalf of the EC HBTU, Kanpur shall have power




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to adopt any of the following courses as he may deem best suited to the interest of EC HBTU, Kanpur.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Assistant Engineer or communicated through the Assistant Engineer shall be conclusive evidence), in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of EC HBTU Kanpur.
- (b) To employ labour raid by the contractor and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Assistant Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, and the certificate of the Assistant Engineer as to the value of the Work done shall be final and conclusive against the contractor.

To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole had been executed by him (of the amount of which excess the certificate in writing of the Assistant Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by EC under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of above clause being adopted by the Assistant Engineer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the extension of the work or the performance of the contract, and in case the contract shall be rescinded under the



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provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work theretofore actually performed under this contract, unless and until the Assistant Engineer or under his orders the Assistant Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

29. **Contractor remains liable to pay compensation if action not taken under clause 2 :** Clause 2- In any case in which any of the powers conferred upon the Assistant Engineer by clause 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Assistant Engineer putting in force either of the powers.

30. **Works to be executed in accordance with specifications, drawings, orders, etc. :** Clause 3 - The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Assistant Engineer and lodged in his office and to which the contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawings and instructions as aforesaid.




31. **Rates for works not in estimate or Schedule of Rates of the district:** Items that are not included in the Bill of Quantities of the tender if required to be done, shall be paid.

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- (a) By analysis from the items in the PWD & DSR Schedule whichever is less, and items that are not covered by this provision, shall be paid.
- (b) By analysis based on the rates of labour and materials as given in the Schedule or based on the market rates of labour and materials, whichever is less.

In the event of a dispute, the decision of the VC shall be final and binding on the contractor.

32. **No compensation for nitration in or restriction of work to be carried out** : Clause 4 - If at any time after the commencement of the work the EC HBTU, Kanpur shall for reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Assistant Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment or the work as originally contemplated not shall he have any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the contract. But the Assistant Engineer shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of the work and to pay to the contractor the actual cost thereof (of the amount of which cost, a certificate by the Assistant Engineer shall be binding on the contract). In the event of this option not being exercised, the contractor may submit to the Assistant Engineer, within one month of the date of order closing down the work a detailed statement of the loss that the estimates he will sustain by removing selling or otherwise disposing of the materials. The estimate will be forwarded to the BWC HBTU, Kanpur who will decide what sum, if any, should as a matter of grace be paid to the

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- contractor to compensate him for the loss suffered by him, and the decision of VC HBTU, Kanpur shall be final and binding on the contractor.
33. **Action and compensation payable in case of bad work** : Clause 5 If it shall appear to the Assistant Engineer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract. the contractor shall on demand in writing from the Assistant Engineer specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed certified and paid or forth with rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Assistant Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue, and in the case of any such failure the Assistant Engineer may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.
34. **Work to be open to inspection, contractor or responsible agent to be present** : Clause 6 - All works under or in course execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of intention of the Assistant Engineer or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly

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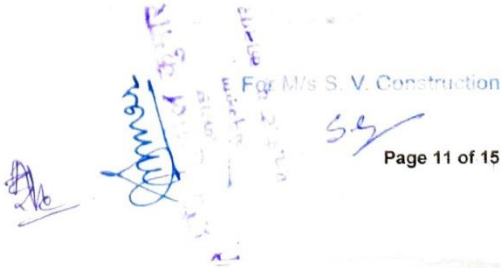
accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

35. **Notice to be given before work is covered up:** Clause 7 - The contractor shall give not less than five days' notice in writing to the Assistant Engineer or his subordinate in charge of the work before covering up or other wise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Assistant Engineer or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractors expense, or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.

36. **Contractor liable for damage done and for imperfection for six months after certificates :** Clause 8 - If the contractor or his work people or servants shall brank, beface, injure or destroy any part of a building, in which they may be working, or any building road fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in it within six months after a certificate final or other of its completion shall have been given by the Assistant Engineer as aforesaid the contractor shall make the same good at his own expense, or in default, the Assistant Engineer may cause the same to be made good by other workman, and deduct the expense (of which the certificate of the Assistant Engineer shall be final from any sums that may be then or at any time thereafter may become due to contractor or from his security deposits, or the proceed of sale thereof or of a sufficient thereof.



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37. **Contractor to supply paint, ladders, scaffolding etc. :** Clause 9 - The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Assistant Engineer), plant, tools, appliances, implements, orders, cordage tackle, scaffolding and temporary works, requisite or proper for the proper execution of the work, whether original altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the Assistant Engineer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require, together with carriage therefore to and from the work.
38. **Work not to be sublet, Contract may be rescind and security deposit forfeited for subletting, bribing or if contractor becomes insolvent :** Clause 10 - The contract shall not be assigned or sublet without the written approval of the Assistant Engineer. And if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any unsolvency proceedings or make any composition with his creditors, or attempts so to do, or if any bribe gratuity, gift, loan, prerequisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants, or agents, to any public officer or person in the employe of EC HBTU, Kanpur in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Assistant Engineer may there upon and forfeited and be absolutely at the disposal of EC, HBTU, Kanpur and the same consequence shall ensue as if the contract had been rescind under Clause 1 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
39. **Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss :** Clause

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11- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of EC, HBTU, Kanpur without reference to the actual loss or damages sustained, and whether or not any damage shall have been sustained.




40. **Changes in constitution of him :** Clause 12- In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Assistant Engineer for his information.
41. **Work to be under direction of Assistant Engineer:** Clause 13- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Assistant Engineer for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on. The quantity of work in BOQ may be increase or decies as per requirement of University and Directed by Assistant Engineer.
42. **Decision of VC to be final:** Clause 14- Except where otherwise specified in the contract, the decision of the VC for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the questions relating to the meaning of the specifications, designs, drawings and instructions here in-before mentioned and as to the quality of workmanship of materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or these conditions, or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work, or after the completion thereof or abandonment of the contract by the contractor, shall be final conclusive and binding on the contractor.
43. **Lumps sums in estimates :** Clause 15- When the estimate on whole a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question is not, in the opinion of the



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Assistant Engineer, capable of measurement, the Assistant Engineer may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Assistant Engineer shall be final and conclusive against the contractor or with regard to any sum or sums payable to him under provisions of the clause.

44. **Works with no specification** : Clause 16- in the case of any class of works for, which there is no such specification as is mentioned in rule 1, such work shall be carried out in all respects in accordance with the instructions and requirements of the Assistant Engineer.
45. **Definition of works** : Clause 17- The expressions "works" or work' where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by, or by Virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.
46. Clause 19- No earth for filling or for any other purpose, shall be excavated within half a mile of the site of work except with the written permission of the Assistant Engineer and then only on condition that the area, in which such excavation is made, shall be leveled and dressed by the contractor at his own expense in accordance with the instructions of the Assistant Engineer and in such a manner as to prevent the formation of poors of stagnant water.
- If the contractor fails to comply with this condition the Assistant Engineer may cause the ground to be leveled and dressed by other workman and deduct the expense (of which the certificate of the Assistant Engineer shall be final) from any sums which may be due, or may at any time thereafter become due, to the contractor, or from his security deposit, or from the proceeds of the sale thereof
47. Clause 20- The contractor shall not for the execution of the work employ any labour under 18 years of age. For every breach of this covenant the contractor shall be liable to may by way liquidated damages such sum not exceeding five hundred rupees as the Assistant Engineer may fix, and the

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Assistant Engineer may recover such sum by deduction from any sums which may be due or may at any time thereafter become due to the contract, or any part thereof in any respect or the accruing of any thereof.

48. Clause 21- The contractor shall pay his labourers such wages as shall not be less than those paid for similar work in the Labour Acts.
49. Clause 22- All the papers signed by the parties to this contract and bound together and sealed shall be deemed to form part of the contract bound and shall be read as conditions of contract.

HOW IT HEREBY AGREED AS FOLLOWS :

- 1) In consideration of the sum to be paid by HBTU at the time and in the manner set forth in the said conditions execute and complete the works.
- 2) HBTU will pay the contractor sum as shall become payable at the time and in the manner set forth in the said conditions.
- 3) The said conditions shall be read and construct at forming part of this contract and the parties here to respectively shall abide by, observe, perform and comply with the terms stipulations and agreement there in contained and on their part to be observed performed and complies with respectively.

In witness where of the parties here to have signed this deed on the dates shown against their signatures.

Date : 18/10/21

In the presence of

HBTU Kanpur

In the presence

For M/s S. V. Construction
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