

FORM OF AGREEMENT
(On stamp paper of Rs. 100/)

ARTICLE OF AGREEMENT made on this _____ day of _____ Two Thousand and Sixteen BETWEEN Shri Mata Vaishno Devi University (SMVDU in short) through the Registrar, University Campus, Kakrial, Near Katra-182320 (J&K), hereinafter called "Employer" of the other part and M/s. --- _____ (hereinafter referred to as "Contractor") of the other part (which expression shall include its successors and assigns wherever the context of meaning shall so required or permit).

WHEREAS the Employer is desirous of having provided and getting executed completed and maintained certain works for "**Providing & Laying of 25mm semi-dense bituminous concrete on existing roads**" at SMVDU (J&K) as mentioned, and acceptance thereof copies of all of which hereto annexed are designed to form part of this work and are included in the term "CONTRACT" wherever herein used.

AND WHEREAS the Employer has accepted the allotments / Contractor for the provisions of execution, completion and maintenance of work under Defect liability Period of the said work issued vide this office _____ dated _____ against the notice invited tender issued by No. _____ date _____ amounting to Rs. _____ Lakh.

AND WHEREAS the Contractor has agreed with the Employer to execute, complete and maintain during the Defect Liability Period, subject to the conditions and instructions set forth, herein (hereinafter referred to as "the said conditions") the works, shown upon the documents forming part of the contract as stated hereinafter, on the Built up area basis and as set forth amounting to the contract sum of Rs. _____
IT IS HEREBY AGREED AS FOLLOWS NOW:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to documents hereinafter referred to.
2. The Broad specification and General condition of the contract as laid down in allotments of the contract issued vide this office No. _____ No extra lead lift, carriage or water allowances shall be admissible other than what is provided in the allotment. No claim of the contractor on this account shall be entertained for the completion of the job.
3. In consideration of the payments to be made by the Employer to the Contractor for the works to be executed by him, the Contractor shall and will provide, execute and complete the said work on or before the date mentioned in the time schedule of completion of work attached to the tender documents and shall maintain the same at his own cost during the Defects Liability Period, thereafter perform all such aspects and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the times and the matter subject to the terms and conditions or stipulations mentioned in the allotment of the contract.
4. In consideration of the due provisions, execution and completion of the said works, the Employer does hereby agree with the Contractor that the Employer will pay to the Contractor the respective amount for the work actually done by him and such other sums as may become payable to the

contractor under the provisions of the contract. Such payment to be made at any such time and in such manner as provided for in the agreement.

5. The said Terms & Conditions and Appendices thereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by themselves to the said terms & conditions and perform the agreements on their part respectively in the said terms & conditions contained.
6. Whereas it has been agreed by and between the parties that any terms & conditions supplemental to the one as already by them shall further be drawn in the form of an Agreement which shall be executed by both the parties.
7. Any dispute or difference whatsoever arising between the parties out of or relating to the construction , interpretation, application, meaning , scope, operation or effort of the contract or the validity to the breach thereof, shall be first tried for amicable settlement through consultation / discussion between the parties. If the dispute cannot be settled by parties, such disputes shall be submitted for arbitration to an arbitrator nominated by the Hon'ble Vice Chancellor, Shri Mata Vaishno Devi University, Kakriyal Katra, whose decision shall be final and binding upon both the parties.

The Arbitrator so appointed shall immediately enter upon reference and decided the disputes in accordance with law prevailing in viz. J&K Arbitration and Conciliation Act. 1997.

All questions related to arbitration shall be determined in accordance with provisions of J&K Arbitration and Conciliation Act, 1997 and court in Jammu alone shall have the jurisdiction to deal with the such questions.

8. All disputes arising out of or in any way connected with his agreement shell be deemed to have arisen at Jammu and only courts in Jammu shall have jurisdiction to determine the same.
9. That the several parts of this Contract have been read by the Contractor and fully understood us.
10. **IN WITNESS WHEREOF** the official Seal of **SHRI MATA VAISHNO DEVI UNIVERSITY** was thereto affixed and signed by..... on its behalf and the contractor has signed this Agreement on the dates respectively mentioned against their signatures in the presence of the following witnesses.

For and on behalf of CONTRACTOR

For and on behalf of Shri Mata Vaishno
Devi University

(Employer)

Date

Date

IN THE PRESENCE OF

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____