

उत्तर प्रदेश UTTAR PRADESH  
 वारिष्ठ काषायिकारी

AGREEMENT BOND

DL 662986

This indenture is made the 5th day of July 2017 in between Asutosh Kumar Singh, Proprietor of M/S Asutosh Tours and Travels, Jai Nagar Colony, Station Road, Ghazipur (hereinafter called the Contractor) which expression where the contents so admits or implies includes on the one part and Governor of Uttar Pradesh (hereinafter called the Government of Uttar Pradesh) which expression where the contents so admit of implies includes successor in the office and assigns of the other part.  
 Signed on the behalf of Governor by

Chief medical officer chairman  
 District purchase committee  
 Ghazipur

ASingh  
 M/S Asutosh Tours & Travels,  
 Jai Nagar Colony, Station Road,  
 Ghazipur

Witness

1. [Signature]
2. [Signature]

Witness

1. RAM PRADESH SINGH
2. राजेश सिंह यादव

SCHEDULE 'B'

I, Manish Kumar Singh, Partner M/S Asutosh Tours and Travels, Jai Nagar Colony, Station Road, Ghazipur hereby accept the terms and condition as given on the other part of this paper.

ASingh  
 M/S Asutosh Tours & Travels  
 Jai Nagar Colony, Station Road,  
 Ghazipur.




( 2 )

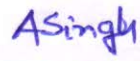
Where as the Governor requires the execution of certain works for supply of Taxy permit vehicles on hire basis under Medical, Health and Family Welfare Department, Ghazipur i.e. to say all units under control and supervision of C.M.O. Ghazipur, C.M.S. District Hospital Ghazipur/Distt. Women Hospital Ghazipur, and all the other units, which comes or may come during the tenure of this agreement under the present area of Medical, Health and Family Welfare Department, Ghazipur District.

And where as contractor has agreed to execute upon and subject to the conditions here to attached (here in after called and "said condition) the supplies described in general for the sum of rupees as allotted by the Department (here in after called the "contract sum")

**NOW IT IS HERE BY AGREED AS FOLLOWS :**

- 1 In consideration of the contract sum to be paid by the Governor at the time and in the manner set forth in the said condition and contractor will upon and subject to the said condition execute and complete the supplies and the said conditions will be binding on both the parties.
- 2 The Governor will pay the contractor the contract sum of such other sum as shall become payable at the time and in the manner set forth in the said conditions.
- 3 The said condition shall be read and construed as forming part of this contract and the parties here to respectively shall abide by, observe and perform and comply with the terms, stipulation and agreements there in contained and on their part to be observed performed and complied with respectively, any unilateral change in it will be void.

  
Chief medical officer  
District purchase committee  
Ghazipur  
मुख्य चिकित्सा अधिकारी  
जिला स्वास्थ्य समिति  
गाजीपुर

  
M/S Asutosh Tours & Travels  
Jai Nagar Colony, Station Road,  
Ghazipur

## CONDITIONS OF CONTRACT

In these condition the following expressions have the following meaning unless the context otherwise requires viz.

"Local officer" means the officer defined and Chief Medical Officer Ghazipur or his assigns.

"C.M.O." means Chief Medical Officer for the time being in charge of the Medical, Health and family Welfare Department Ghazipur of the Government of Uttar Pradesh.

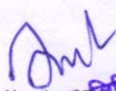
"Contractor" means the person, partners of company contently with the Employer (as herein after defined) by this indenture of which these condition form part and the pronouns, 'he' and 'his' where used in reference to the contractor shall respectively and in substitution for their ordinary meaning have the meaning of 'they' and 'their' when the contractor is a partnership or the meaning of 'it' and 'its' when the contract is a body corporate.


"Employer" means the Governor of Uttar Pradesh and his successors-in-office or assigns.

"Notice in writing" or written notice means a notice in written, typed or printed character sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the addressee.

"This contract" means the indenture to which these condition are attached, and these condition and the details described in schedule 'B'.

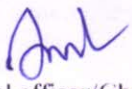
- 1 For the contract sum the contractor shall make supplies of items provided by the District purchase/Tender committee at the rates approved by it in accordance with the contract.
- 2 The contractor shall start the supplies after receiving the supply order signed by authorized authority and complete them in all respect to the satisfaction of the local officer by the time period as agreed.
- 3 If the supplies are delayed by any cause outside the control of the contractor shall upon his written request to the local officer be entitled to such extension of time as requested.
- 4 If the contractor shall fail finally to complete the supplies by the specified date or within any extended time allowed under clause 3 and the local officer certified in written date the same ought reasonable so to have been completed the contractor shall pay or allow the Employer "Liquidated and contained damages" at the rate of Rupees 1/- per day for the period during which the supplies shall so remain uncompleted provided that the total amount of liquidated and ascertained damages does not exceed the sum of Rupees 200/- and the employer may deduct such damage from any money due or which may become due to the contractor no cause of delay whatever avoidable on the part of the contractor shall in any way affect the liability of the contractor under this clause.

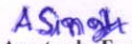
  
Chief medical officer/Chairman  
District purchase committee  
Ghazipur  
जिला स्वास्थ्य समिति  
अधिकारी  
गजीपुर

  
M/S Asutosh Tours & Travels  
Jai Nagar Colony, Station Road,  
Ghazipur

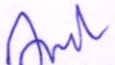



- 5 This contract will take effect from today and remain enforce up to 31st March 2018 and finalization of new contract thereafter.
- 6 Before inviting fresh tender after March 2018 the department will have to furnish one month's prior notice to the contractor to his effect.
- 7 The operation of this contract can not be deferred, suspended or cancelled by any unilateral action.
- 8 The contractor will deposit a security of Rest. 20000.00 ( Twenty thousand only) deposited vide FDR A/c No. <sup>066200 OP 08035486</sup> dated <sup>6/7/18</sup> ) for the due performance of the terms and condition herein binding on him and for the completion of the contract in accordance with the terms of this contract, any sum due to the employer under the condition herein settled shall be recovered by him from this amount and the contractor shall within thirty days of a written notice by the employer to that effect make good the deficiency so caused. Six months after the due completion of the contract the security amount shall be refunded to the contractor.
- 9 If the budget is not available, the payment may be delayed till the arrival of the Budget, but once the budget is received the payment will be made on priority basis.
- 10 The contractor will have to continue/carry out the work on the rates approved by tender/ Purchase committee.
- 11 Payment to the contractor will be made for supplies made against supply order issued from time to time in his favour by authorized authority at the rates approved by Tender/Purchase committee in it's meeting dated 03.7.2017.
- 12 This contract is binding and irrevocable.
- 13 In case of breach of this Agreement either side will be liable to pay damages, however the contract is binding and irrevocable.
- 14 If the Government is made to pay the damages, the officer violating the deed will be liable to pay in full such damages to the Government, which has been paid to the contractor.
- 15 The term of the contract may be extended by mutual consent.

  
Chief medical officer/Chairman  
District purchase committee  
Ghaziपुर स्वास्थ्य समिति  
गाजीपुर

  
M/S Asutosh Tours & Travels  
Jai Nagar Colony, Station Road,  
Ghaziपुर

- 5 This contract will take effect from today and remain enforce up to 31st March 2018 and finalization of new contract thereafter.
- 6 Before inviting fresh tender after March 2018 the department will have to furnish one month's prior notice to the contractor to his effect.
- 7 The operation of this contract can not be deferred, suspended or cancelled by any unilateral action.
- 8 The contractor will deposit a security of Rest. 20000.00 ( Twenty thousand only) deposited vide FDR A/c No. 36975161509 dated 29.6.2017) for the due performance of the terms and condition herein binding on him and for the completion of the contract in accordance with the terms of this contract, any sum due to the employer under the condition herein settled shall be recovered by him from this amount and the contractor shall within thirty days of a written notice by the employer to that effect make good the deficiency so caused. Six months after the due completion of the contract the security amount shall be refunded to the contractor.
- 9 If the budget is not available, the payment may be delayed till the arrival of the Budget, but once the budget is received the payment will be made on priority basis,
- 10 The contractor will have to continue/carry out the work on the rates approved by tender/ Purchase committee.
- 11 Payment to the contractor will be made for supplies made against supply order issued from time to time in his favour by authorized authority at the rates approved by Tender/Purchase committee in it's meeting dated 03.7.2017.
- 12 This contract is binding and irrevocable.
- 13 In case of breach of this Agreement either side will be liable to pay damages, however the contract is binding and irrevocable.
- 14 If the Government is made to pay the damages, the officer violating the deed will be liable to pay in full such damages to the Government, which has been paid to the contractor.
- 15 The term of the contract may be extended by mutual consent.

  
Chief medical officer/Chairman  
District Purchase Committee  
जिला स्वास्थ्य समिति  
गाजीपुर

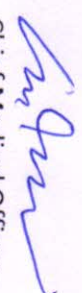
  
M/S Asutosh Tours & Travels  
Jai Nagar Colony, Station Road,  
Ghazipur



**District - Ghazipur**  
**Supportive Supervision Vehicle Hiring - Block wise Information 2017-18**

S.N.	Name of Division	NAME OF DISTRICT	Block Name	Vehicle Number	Date Of Hiring	Agreement Copy Attached
1	Varanasi	Ghazipur	Reotipur	UP61T8293	1/4/2017	Yes
2			Jakhaniya	UP61T 7167	1/4/2017	Yes
3			Zamaniya	UP61T8657	1/4/2017	Yes
4			Subhakarapur	UP61N6249	1/4/2017	Yes
5			Barachawar	UP60T6792	1/4/2017	Yes
6			Saidpur	UP61W 0506	1/4/2017	Yes
7			Mohammadabad	UP70DT2544	1/4/2017	Yes
8			Gondaur	UP61P 6111	1/4/2017	Yes
9			Mirzapur	UP61T6710	1/4/2017	Yes
10			Deekali	UP61V 1818	1/4/2017	Yes
11			Birano	UP61T 6395	1/4/2017	Yes
12			Bhadaura	UP61T 2005	1/4/2017	Yes
13			Manihari	UP61T 6096	1/4/2017	Yes
14			Mardah	UP61T 2915	1/4/2017	Yes
15			Karanda	UP61Q1522	1/4/2017	Yes
16			kashimabad	UP61T5988	1/4/2017	Yes

Note -New Tender started From 05-07-2017 in the favor of M.s Ashutosh Tour & Travells Ghazipur @ 31290-00 Per vehicle/month & old tender was effected from 01-04-2017 to 04-07-2017 @ 29200-00 per month /vehicle. Agreement bond attached.

  
 Chief Medical Officer  
 Ghazipur  
 16/11/17

**District - Ghazipur**  
**Supportive Supervision Vehicle Hiring - District Level Information 2017-18**

S.N.	NAME OF DISTRICT	Name of Agreement Signing Officer	Vehicle No. -1	Date Of Hiring	Vehicle No. -1	Date Of Hiring	Agreement copy attached
1	Ghazipur	Dr.J.M.Tripathi CMO Ghazipur	UP 61T 6555	1/4/2017	UP 61 T 7497	1/4/2017	Yes

Note -New Tender started From 05-07-2017 in the favor of M.s Ashutosh Tour & Travells Ghazipur @ 31290-00 Per vehicle/month & old tender was effected from 01-04-2017 to 04-07-2017 @ 29200-00 per month /vehicle. Agreement bond attached.

  
Chief Medical Officer  
Ghazipur  
Ghazipur