

वरिष्ठ कोषाधिकारी
उत्तर प्रदेश UTTAR PRADESH

DW 493365

20 FEB 2018

AGREEMENT BOND for Supportive supervision Vehicle,s District Ghazipur for the year 2019-20

This indenture is made the 3th of day April 2019 in between Ashutosh Kumar Singh Maneger Ashutosh Tour & Travels Jai Nagar Colony, Station Road Ghazipur (hereinafter called the Contrator) 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 Tender purchase committee
Ghazipur

ASHUTOSH TOURS AND TRAVELS

Ashutosh Kumar Singh Manager
Ashutosh Tour & Travels Jai Nagar Colony, Station
Road Ghazipur

Witness

1-

2-

Witness

1-

2-

SCHEDULE B

Ashutosh Kumar Singh Maneger Ashutosh Tour & Travels Jai Nagar Colony, Station Road Ghazipur, Contractor, Hereby accept the terms and condition as given on the other part of this paper .

Witness

1-

2-

ASHUTOSH TOURS AND TRAVELS

Ashutosh Kumar Singh Manager
Ashutosh Tour & Travels Jai Nagar Colony
Station Road ghazipur


(2)


Where as the governor requires the execution of certain works for Vehicle supply under supportive supervision programme units as specified In the list attached here wich under medical . health and family . welfare deparment , ghazipur i.e. to say all units control and supervision of C.M.O. ghazipur . present area of medical . health and family welfare department /DHS ghazipur district.

And where as contractor has agreed to execute upon and subject to the condition here to arrached (here in after called and said condition) the works 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:

- 2- In consideration of the contract sum 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 codition execute and complete the supply and the said condition will be binding on both the parties.
- 3- The governor will pay contractor the contract sum of such other sum as shall become payable at the time and in the manner set forth in the said condition.
- 4- The said condition shall be read and construes 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/Chairman
District Tender purchase committee
Ghazipur


Ashutosh Kumar Singh Maneger
Ashutosh Tour & Travels Jai Naga Colony, Station
Road Ghazipur

CONDITIONS OF CONTRACT

In these condition the following expression have the following meaning unlese the context otherwise requires viz.

Local officer means the officer defined and 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 dipartment ghazipur of the government of uttar Pradesh .

Contractor means the person of partneres of company contwntly 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 ordinasry meaning have the meaning of they and theire when the contractor is a partnership or the meaning of it and its when the contract is baby corporate.

Empolyer means the governor of utter Pradesh and his successors-in office or assigns.

Notise in writing or written notice means a notice written , typed or printed character sent (unlese delivered personsly or otherwise provided to have been received) by registered post to the last known private or businesse addrtess or registerd 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

- 5- For the contract sum the contractor shall start the supplies provided by. At rates approved by the district purchase / tender committee in accordance with the contract. The Vehicle's under supportive supervision Approved rates are 29800 + 5% Taxes i.e.Rs 31290.00 per month/vehicle for the year 2019-20.
- 6- The contractor shall start the supplies after receving the supplies order signed by authorize authority and complete then in all respect to the satisfaction of the local officer by the time period as agreed.
- 7- All materials and workmanship shall be of the respective kinds described in tender.
- 8- The contractor shall start the supplies of 18 vehicle's for CHC/PHC/ district head quarter on as agreed upon and complete then in all respect to the satisfaction of the local officer by the time period agreed upon.
- 9- In the following causes viz.
 - (e) If the final acceptance of the tender and signed of the controlor are delayed more than one week by any cause of circumstance outside the control of the controlor.
 - (b) If contract for the subsequent years in not finalaiized.
 - (c) If the supplies or any portion thereof including the making good of defects are delayed are by any case outside the control of the contractor shall upon his written request to the local officer be entitled to extension of time.

Chief medical officer/Chairman

District Tender purchase committee

साधिव/पुर्वापिचार समिति
Ghazipur
गजीपुर

ASHUTOSH TOURS AND TRAVELS

A Singh

PROPRIETOR

Ashutosh Kumar Singh Maneger

Ashutosh Tour & Travels Jai Nagar Colony, Station
Road Ghazipur

- 10- Any dispute or deference between the parties here to as to the fingshts or liabilitises of the parties her to or as to any matter of thing whatsarver. Arising under this contract or concerning its construction whether such dispute or difference arises during the continuance of this contract or after its determination of branch of otherwise however shall be referred to an arbitrator shall be final and binding on both the parties and upon every such referenceceto cost of and incidental to the reference and arbitration respectively shall be borne by the C.M.O. ghazipur.
- 11- If the controlor shall fail finally to complete the contract supplies by the sepecified date or w'ithin any extended time allowed under clause 5 and the local officer certiftion in writing that the same ought reasonably so to have been completed the controlor shall pay or allow to the employer liquidated and ascertained damage at the rate of rupees 1- per day for the period during which the work shall so remain uncompleted provided that total amount of liquidated and ascertained damage dose not exceed the sum of rupees 200/- and the employer may deduct such damage from any money deu or which may become deu to the contractor no cause of delay whatever avoidable or unavoidable on the part of the contrator shall in any effecte the liability of the contractor under this clause.
- 12- The contractor shall not be entitle to any payment during the execution of the supliese but shall be paid the money due to him as lump sum on completion of the supliese to the reasonable satisfaction of the local officer.
- 13- The contralor will deposite a security of rupees 10000.00 (ten thousand only) for the deu performance of the terms and condition herein binding on him and completion of the contract in accordance with the terms of this contract any sum due to the emoloyer 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 deu completion of the contract the security amount shall be refunded to the contractor.
- 14- The contractor shall during the progress of the work be in full in charge of the same and shall be solely responsible for and shall make goog all injuries damages and repairs occasionally to the same by fire or any other causes whatsoever and he shall have the employer harlese from any claims for injuries to persone or for structural damage to property happening from any neglect , default want of proper care or misconduct on the part of the contractor or of any one his employee during the execution of the works.
- 15- If the budget is not available the payment may be delayed till the arrival of the buduet , but once the budget is received the payment will be made on priority basis.
- 16- The contractor shall , without prejudice to the right of the employer, under the workmen,s compensation Act. 1932 pay to the employer the amount of any compensation or otherwise which the emploler may be called upon to pay under any prevision of the workmen arising out of any in the course of his employment by the contractor his workman sevent or agent, or by any sub-contractor form him in execution of the wokes. The employer shall be at liberty to recover such amount or any part these of by deducting it either from the security money deposited by the contractor or from any sum due or which may become due by the employer to the contractor whether under this contract or under any other account.

Chief medical officer/Chairman
District Tender purchase committee
Ghazipur

ASHUTOSH TOURS AND TRAVELS
Ashutosh Kumar Singh Maneger
Ashutosh Tour & Travels Jai Nagar Colony, Station
Road Ghazipur

(5)

The employer shall be bound to contest any such claim against him if the contractor makes a request for same in writing.

- 17- Before inviting fresh tender after march 2020 the department will have to furnish one month prior notice to the contractor to his effect.
- 18- This contract is binding and irrevocable.
- 19- This contract will take effect from today and remain enforce up to 31st march 2020 and finalization of new contract thereafter or till further order which come first .
- 20- The supplies shall be open to the inspection by the chief medical officer/ officer nominated by him . the contractor shall . if so required make supplies afresh in such a way as to prejudice of the chief medical officer or his nominee/ department officer.
- 21- The vehicle's supplied under supportive supervision must be ragitered in TAXI Permit & 6+1 seater.
- 22- The vehicle's supplied under supportive supervision must be worked in programme minimum 25 days (for 08 hour's each day in unit) per month 2000 KM.In each block /DHQ.
- 23- Before inviting fresh tender , after march 2020 the department will be liable to pay in full all the dues claims arising out of the contract. Any change of vehicle's the tendonor must inform before 01 weak.
- 24- The operation of this contract can not be deferred suspended or cancelled.
- 25- The contract will have to continue / carry out the supplies on the rate approved by C.M.O. /Tender / purchase committee.
- 26- In case of breach of this agreement either side will be liable to pay damage, however the contract is binding and irrevocable.
- 27- 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.
- 28- The term of the contract may be extended by mutual consent.

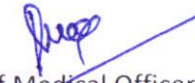
Chief medical officer/Chairman
District Tender/purchase committee
Ghazipur

मुख्य चिकित्सा अधिकारी
मंडल स्वास्थ्य समिति
गजपुर

ASHUTOSH TOURS AND TRAVELS
Ashutosh Kumar SINGH PROPRIETOR
Ashutosh Tour & Travels Jai Nagar Colony, Station
Road Ghazipur

District - Ghazipur
Supportive Supervision Vehicle Hiring - Block wise Information 2019-20

S.N.	Name of Division	NAME OF DISTRICT	Block Name	Vehicle Number	Date Of Hiring	Agreement Copy Attached
1	Reoti	UP61 T 8293	Reotipur	UP61 T 8293	1/4/2019	Yes
2	Jakhaniya	UP61 T 7167	Jakhaniya	UP61 T 7167	1/4/2019	Yes
3	Zamaniya	UP61 AT 1777	Zamaniya	UP61 AT 1777	1/4/2019	Yes
4	Subhakharpur	UP61 N 6249	Subhakharpur	UP61 N 6249	1/4/2019	Yes
5	Barachawar	UP60 T 6792	Barachawar	UP60 T 6792	1/4/2019	Yes
6	Saidpur	UP61 W 0506	Saidpur	UP61 W 0506	1/4/2019	Yes
7	Mohammadabad	UP70 DT 2544	Mohammadabad	UP70 DT 2544	1/4/2019	Yes
8	Varanasi	Ghazipur	Gondaur	UP 61 R 7574	1/4/2019	Yes
9			Mirzapur	UP61 T 6710	1/4/2019	Yes
10			Deokali	UP61 V 1818	1/4/2019	Yes
11			Birano	UP61 T 6100	1/4/2019	Yes
12			Bhadaura	UP61 AT 3468	1/4/2019	Yes
13			Manihari	UP61 T 5509	1/4/2019	Yes
14			Mardah	UP61 T 2915	1/4/2019	Yes
15			Karanda	UP61 Q 1522	1/4/2019	Yes
16			kashimabad	UP61 T 5988	1/4/2019	Yes


 Chief Medical Officer
 Ghazipur
 1.12.19

District - Ghazipur
Supportive Supervision Vehicle Hiring - District Level Information 2019-20

S.N.	NAME OF DISTRICT	Name of Agreement Signing Officer	Vehicle No. -1	Date Of Hiring	Vehicle No. -2	Date Of Hiring	Agreement copy attached
1	Ghazipur	Dr.G.C. Maurya CMO Ghazipur	UP 61T 6555	1/4/2019	UP 61 T 7497	1/4/2019	Yes

10/2/19
Chief Medical Officer
Ghazipur