

Subject: Agreement to be executed between Aligarh Muslim University and Dynacon Projects Pvt. Ltd., Greater Noida, U.P. - (Construction of Development of An Olympic Size Swimming Pool).




May kindly peruse letter dated 08.08.2015 of Prof. Anwar Khursheed, University Engineer along with Contract Document (Project - An Olympic Size Swimming Pool) forwarded by Dr. Md. Kalimuddin Ahmad, OSD, University Special Projects.

2. If agreed to, the instant file may kindly be sent to the Legal Advisor for the vetting Contract Document/Agreement.

R. No. 1271  
Date 12/8/15  
Time  
(Legal Section) PM  
17/8/15

Submitted.

  
(Ishrat Ali)  
PERSONAL ASSISTANT  
Legal Section  
12.08.2015

 12/8/15  
 12/8/15  
 12/8/15  
S.O. (Legal) / A.R. (Legal) / D.R. (Legal) / Legal Advisor

Registrar  
Section

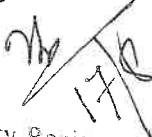
173  
17/8/15

3. I have suggested some corrections in Article of agreement and at Sec of 64, 63 w/ General condition of contract, please consider the same

  
15/8/15  
B. S. KAMTHANIA  
Advocate  
En No. U.P. 1098/71  
Standing Counsel, AMU S.A.D.A.  
17, CIVIL COURTS, ALIGARH

DR (Legal)

  
22/08/15

~ Ishrat  
  
17/8  
Dy Registrar  
Legal Section  
17/8/15

2/2

Subject: Agreement to be executed between Aligarh Muslim University and Dynacon Projects Pvt. Ltd., Greater Noida, U.P. - (Construction of Development of An Olympic Size Swimming Pool).

4. May kindly peruse observation of the Legal Advisor at para '3' on page '1/N'. He has suggested some corrections to be considered as given below.

"In case any dispute or differences arise between the Contractor and University (Parties to this contract) with regard to this contract, same shall be referred to the Vice-Chancellor, AMU for disposal, abiding the provisions of Arbitration and Conciliation Act, 1996. The decision of Vice-Chancellor, AMU or his nominee in this regard shall be final and binding on the parties."

5. If agreed to, the instant file may kindly be sent to Dr. Mohammad Kalimuddin Ahmad, OSD - Swimming Pool Project, to take action in the light of the legal advice of the Legal Advisor.

Submitted.

*(Signature)*

(Ishrat Ali)  
PERSONAL ASSISTANT  
Legal Section  
25.08.2015

R. No. 1271  
Date 25/8/15  
Time.....  
(Legal Section)

R No. 206/RCA  
Date 25-8-15

*(Signature)*  
25/8/15  
S.O. (Legal) / A.R. (Legal) / D.R. (Legal) /

R.5445/NO15  
2.9.15

Dr. Mohammad Kalimuddin Ahmad,  
OSD - Swimming Pool Project

6. *Representation of Dynacon Projects Pvt Ltd / NM*  
*Pl. do the needful as suggested by*  
*Legal Advisor of AMU.*

*Dynacon Projects Pvt Ltd / NM*

*(Signature)*  
26/8/15  
Officer-On-Special Duty (OSD)  
University Special Projects  
A.M.U., Aligarh

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7. May kindly see the observation of the Legal Advisor at para '3' on page '1/n' and subsequent discussion with Vice-Chancellor and Registrar. A similar Agreement was also signed with the same parties for construction of New Management Complex. A objection was also raised while the file was under process and O.S.D., New Management Complex has provided justification as :-

"The observation of L.A. is well taken. However, in the last para of work order it is very clearly stated that in case of any discrepancy between work order and tender conditions, the work order shall prevail. Hence LA's concern has been addressed within provision."

8. In the light of the above and having similar conditions, if agreed to this file may be placed before the Registrar for signing the MoU.

Submitted.

*Ishrat Ali*  
( Ishrat Ali )  
PERSONAL ASSISTANT  
Legal Section  
27.08.2015

*AL Ali*  
*27/8/15*  
S.O. (Legal) / A.R. (Legal) / D.R. (Legal) /

Registrar *Dynacon*  
*27/08/15*

'A' for perusal please.  
Approval may be granted  
to sign MoU on behalf of  
the University.  
V.C.

The signed copy  
was handed over  
to NM's representative  
at work site. The  
original file is returned to  
OSD. (Swimming pool)

*V.C.*  
Approved  
*Mad*  
*27/8/15*

R No. 223/RCA  
Date 2-9-15

*27/9/15*



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### ARTICLE OF AGREEMENT

#### CONTRACT FOR CONSTRUCTION OF DEVELOPMENT OF AN OLYMPIC SIZE SWIMMING POOL FOR MWP FOR ALIGARH MUSLIM UNIVERSITY AT ALIGARH.

This CONTRACT is made on 7<sup>th</sup> July, 2015 Aligarh Muslim University (AMU), having its office at Building Department, AMU, Aligarh, AMU, Aligarh (UP), India (hereinafter referred to as the "Owner" which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the one part AND Dynacon Projects Pvt. Ltd. having its principal place of business at B-2/36, Site-B, Surajpur, UPSIDC Ind. Area, Greater Noida (U.P.), India hereinafter called the "Contractor" (which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and assignees) of the other part. Capitalized terms not otherwise defined in this Contract shall have the meanings given such terms in the General Conditions of Contract, attached hereto and incorporated by reference into this Contract.

#### WHEREAS

The Owner is desirous of being provided and having executed certain works relating to Civil Works mentioned, or referred to in the Tender Documents including General Conditions of Contract, Special Conditions of Contract, Annexures, Specifications, Drawings, Schedule of Rates, various Minutes of Meetings and other documents as called for in the Tender.

The Contractor has inspected the Site and surroundings of the Work Site specified in the Tender Documents and has satisfied himself by careful examination before submitting the Tender as to the nature of the surface, strata, soil, sub-soil and ground, the nature of the Site, local conditions, the quantities, nature and magnitude of the Works, availability of labour and materials necessary for the execution of Work, the means of access to Site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred





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to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Works to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of the Works and which might have influenced him in making his bid.

NOW THIS CONTRACT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the Works and shall do and perform all other acts 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 Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

In consideration of the due provisions, execution and completion of the Work, the Owner does hereby agree to pay the Contractor the Contract Sum in proportion to the work actually done by him and approved by the Project Manager, such payment to be made at such time and in such manner as provided for in the General and Special Conditions of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence:

- a. This Agreement and Annexure-I of this agreement as enclosed.
- b. The Letter of Intent dated 15<sup>th</sup> June, 2015.
- c. Special Conditions of Contract.
- d. General Conditions of Contract.
- e. The Construction drawings
- f. Bill of Quantities
- g. Technical Specifications



In this Contract words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of Contract.

The Contractor hereby agrees to commence the work on 23<sup>rd</sup> June, 2015 and shall complete the entire works within Seven (Ten) plus 2 calendar months thereafter that is by 31<sup>st</sup> March, 2016.

The Owner has accepted the tender of the tenderer for the provision and the execution of the said Works for the Contract Sum upon the terms and subject to the Conditions of Contract.

IN WITNESS WHEREOF the parties present have executed these on the day and the year first above written.

Signed and Delivered  
for and on behalf of  
OWNER




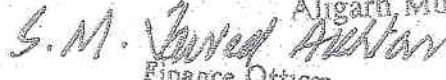
DATE:  
PLACE:

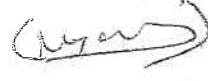

Signed and Delivered  
for and on behalf of  
CONTRACTOR



DATE:  
PLACE:

IN PRESENCE OF TWO WITNESSES

1.  OSD  
OS New Management Complex  
Aligarh Muslim University
2.   
Finance Officer  
Aligarh Muslim University  
ALIGARH

1.  Mayank Bhardwaj
2.  S.M. Sharif Husain