

Format

Agreement for the work of MSME DEFEXPO-2013

THIS AGREEMENT is made and executed on this _____ day of _____ two thousand and thirteen

BETWEEN

The National Small Industries Corporation Ltd., a Government Company incorporated under the Companies Act of 1913 (Act VII of 1913) having its Registered Office at NSIC Bhawan, Near Okhla Indl. Estate, New Delhi-110020 & also having one of its Branch Office at No. 6 & 7, West of Chord Road, Rajajinagar Industrial Town, Bangalore-560044 hereinafter called as the '**Corporation**', which expression shall include its successors and assigns. ;

AND

Mr. _____ S/o _____ residing at _____ and carrying on business under the name and style of M/s. _____ at _____ (Full Address) as Proprietor (hereinafter called as the '**Contractor**' which expression shall include his heirs, executors, administrators, successors, legal representatives and assigns)

(In case Proprietor concern)

OR

M/s. _____ (Name of the firm with full address), a Partnership firm carrying on business in co-partnership and acting through Shri. _____ (name of the managing partner) S/o _____ R/o _____ holding power of attorney/authority dated _____ from all the partners of the firm to sign this agreement on behalf of the firm, hereinafter called as the '**Contractor**', which expression shall include each partner or partners for the time being of the said firm and their respective heirs, executors, administrators and legal representatives.

(In case of partnership firm)

OR

M/s. _____ (name of the Company/Co-operative Society), a Company/Co-operative Society duly registered under the Companies Act, 1913/ 1956 / Co-operative Societies Act having its Registered Office at _____ and acting through Sh. _____ duly S/O _____ R/o _____ a Director/Member of the Company / Co-operative Society authorised vide a Resolution no. _____ dtd. _____ passed by its Board of Directors/ Members in the Meeting held on _____ to sign this agreement on behalf of the Company / Co-operative Society hereinafter called the '**Contractor**' which expression shall include its successors and assigns

(In case of Company/Co-operative Society)

WHEREAS The '**Corporation**' being desirous of having provided and executed certain works mentioned in the Tender document, Viz. **Conceptualizing, Designing, Printing, Providing and erecting Stage, Mega Structure, Stalls, Seating ,Publicity of event, Branding ,Sound, Light, Power,Marketing of Stalls (space),mobilising sponsorship and any Other arrangements on hire basis for MSME DEFEXPO-2013, Bangalore** and the '**Corporation**' has accepted the Tender of the Contractor for the execution and completion of the Works for Rupees _____.

AND WHEREAS The CONTRACTOR has carefully verified the tender documents and has satisfied himself by careful examination before submitting his tender regarding the nature of work to be done which is stated in the Tender Document and agreed to execute the work in the specified time stated in the Tender document.

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

(1)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 **Corporation** that, the CONTRACTOR shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things mentioned in tender document 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 said times and in the manner and subject to the terms and conditions or stipulations mentioned in the terms and condition made in Tender Document..

(2)In consideration of the due provision execution and completion of the said works, the **Corporation** does hereby agree with the CONTRACTOR that the **Corporation** will pay to the CONTRACTOR the respective amounts for the work actually done by him and approved by the **Corporation**.

(3)The CONTRACTOR shall be allowed to enter upon the site for execution of the works only as a licensee simplifier and shall not have any claim, right, title or interest in the site there on and the **Corporation** shall be entitled to terminate such license at any time without assigning any reason.

(4)The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a.i) Letter of Acceptance
- a.ii) Terms & Conditions made in the Tender Document
- a.iii) Declaration
- a.iv) Authorization Letter: and
- a.v) Any other document listed in the Contract Data as forming part of the contract

(5)That powers conferred upon the Client by this Contract Agreement and all notices, consents, directions and approvals to be given by the Client shall be in writing and may unless otherwise expressly provided to any of the conditions aforesaid be executed by any other Officer so authorized for the purpose. Any notice to be served on

the Contractor shall be deemed to be sufficiently served on the Contractor or sent by registered post addressed to the Contractor at their registered office or sent through Fax or the last known place of business or residence of any of the partner of the firm / proprietor who are entering into this Contract Agreement. The period of notice under this Contract Agreement will count from the date of receipt of notice by either side.

(6) If any dispute or difference arises between Corporation and the Borrower with regard to the construction, meaning and effect of these presents or any part thereof or any other matter under these presents like interpretation or termination of this agreement, the same shall be referred to the sole arbitration of the Chairman of the Corporation or such officer as he may appoint to be the Arbitrator. There would be no objection that the Arbitrator is an employee of the Corporation, that he had to deal with the matters to which this agreement relates or that in the course of his duties as an employee of the Corporation he has expressed his views on all or any of the matters in dispute or difference. The award of the Chairman or the officer so appointed by him shall be final and binding on the parties to this agreement.

(a) In case, the arbitrator so appointed by the Chairman of the Corporation is transferred, dies, neglects, or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever, it shall be lawful for the Chairman to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding.

(b) The venue of the Arbitration shall be at Delhi or at any other place where the Regional / Branch Office of the Corporation is situated, at the discretion of the Chairman and the Court at the respective places shall have exclusive jurisdiction to decide the matter relating to the Arbitration referred to the above.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed and delivered for and on behalf
of Corporation.

Signed and Delivered for and on
Contractor

Date _____ Date _____

Place _____ Place _____

IN PRESENCE OF TWO WITNESSES

- 1.
- 2.