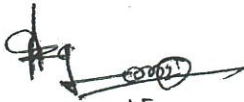
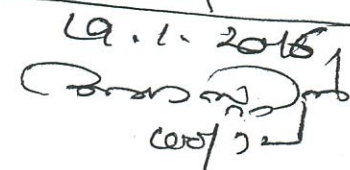



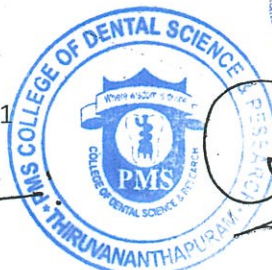

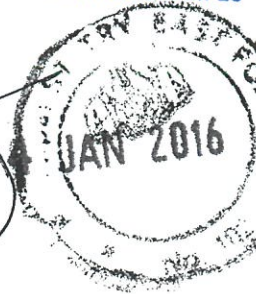
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AW 117402

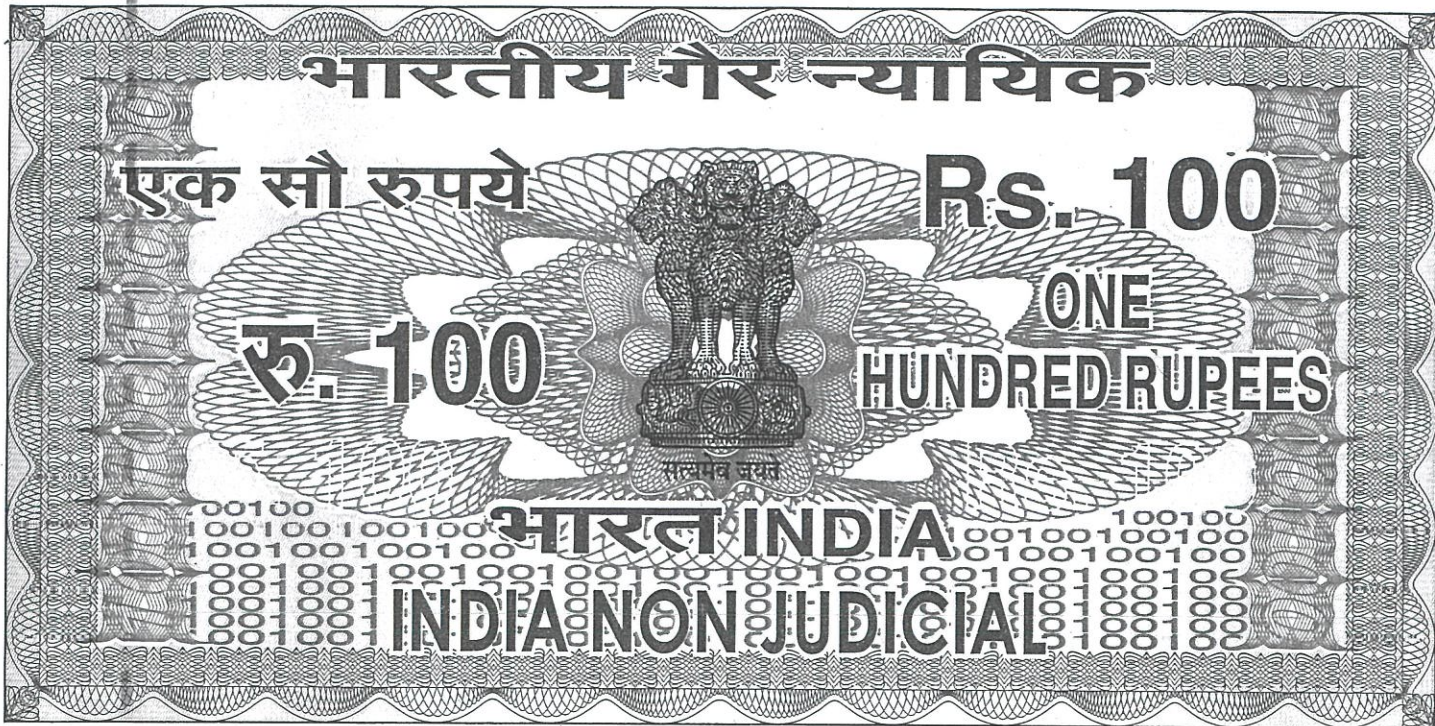
This Deed of Agreement executed at Trivandrum, on 20<sup>th</sup> day of January 2016 by and between M/s.PMS College of Dental Science & Research, Venkode P O, Vattappara, Trivandrum-695028 duly represented by Dr. P. S. Thaha, aged 64 s/o Shahul Hameed residing at Saleem Manzil, Paruthipara, Its Chairman, hereinafter referred to as the first party which term shall include its successors, administrators and assigns: Chairman of the Institution herein after referred as first party and between Mr.Augustin R, Mangalath Biogas Agency & Construction, Mangalathu Veedu, Parandodu P O, Aryanadu (Via), Trivandrum-695542, herein after referred as the second party.

Whereas the first party has decided to construct and commission one 750 kg/day fixed dome Bio gas Plant at their Ladies Hostel premises. The second party has agreed to provide materials, labour, equipments and technical support for the construction and commissioning of the said Bio Gas plant in the Ladies Hostel premise.

  
No. 7262  
19.1.2016  
  
19/1/2016

  
  
  
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PMS COLLEGE OF DENTAL  
SCIENCE & RESEARCH  
THIRUVANANTHAPURAM-28  
  
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സ്റ്റാമ്പ് വെണ്ടർ, പട്ടം





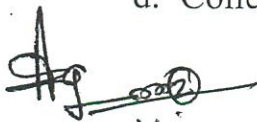
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AW 117403

Whereas both the parties have agreed to carry out the execution of the project on the following.

NATURE OF WORK FOR MAKING THE PLANT

1. Clearing and leveling the ground
2. Earth work excavation in medium soil depositing bank with initial lead and lift as specified in the drawing.
  - a. Digester tank
  - b. Dome bottom
  - c. Inlet tank
  - d. Outlet tank
  - e. Soak pit
3. Foundation Concrete P.C.C work 1:4:8 using 40 mm broke stone, 10 cm Thick
  - a. Digester Tank bottom
  - b. Inlet Tank bottom
  - c. Outlet Tank bottom
  - d. Collection Tank bottom



16.7263

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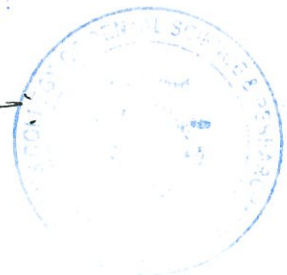
4. Brick work in cement mortar 1:5 using 1<sup>st</sup> class country burnt bricks
  - a. Digester Tank Inner 10 cm
  - b. Digester Tank outer 10 cm
  - c. Dome Fabrication
  - d. In let tank (Feeding Tank)
5. 15 cm thick RCC work for digester bottom, Vertical wall, Dome Top, balancing tank bottom and top (10 m.m and 8 m.m. 15 cm distance) 1:1:5:3, using 20 m.m broken stone by adding water proofing mixture including labour charges material charges watering and curing.
6. Plastering with Flush coating (water proof mixing) 1:4 using 9 mm thick, scaffolding, curing etc. Complete work
  - a. Digester Tank Inner
  - b. Digester Tank Floor
  - c. Digester Tank Dome bottom and Top
  - d. Outlet Tank Inner
  - e. Inlet Tank
7. Plastering 1:4 using 9 mm thick
  - a. Digester Tank Outer
  - b. Out let tank top
  - c. Plant dome top area
8. Back filling with excavated earth
9. Feeding Tank connection of 12" PVC Pipe inlet
10. Supply and fixing of three number canteen burner with stand, burner connection hose, burner control valve, etc, complete works.
11. Supply and fixing of gas distribution line 1" CPVC Pipe ¾" Pipe with all fittings Gas control valves and accessories (Maximum length 50m)



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12. Initial feeding of cow dung 1:1 ratio half digester tank, cow dung cost, loading and unloading, transportation, feeding charges complete work
13. Supply and fixing feeding Tank Top one number lockable cover
14. Moisture removing Inspection chamber

### **SCHEDULE OF WORK**

• For completing the digging work	10 days	(30/1)
• For completing the foundation laying work	5 days	(4/2)
• For completing the vertical wall stage	25 days	(29/2)
• For completing concreting work	30 days	(31/3)
• Full completion and commissioning	20 days	(20/4)
	<u>90 days</u>	


Detailed work order No.PMS/ADMN/BIOGAS/WO/49/16 dat.15.01.2016 has been issued to the second party.

### **Terms & Conditions for the Construction and Commissioning of the Bio Gas Plant.**

1. The rate of the Material and Labour is finalized after negotiation for a consolidated sum of Rs.10.75 Lakhs (Rupees Ten Lakh Seventy Five Thousand only). Taxes extra based on the measurements given.
2. The first party has relied on the technical advice given by the second party on the quality and quantity and other input materials required, as a consolidated contract and will not entertain any claim for any revision in costs for the jobs identified by the second party.
3. The second party should make assurance about the quality of material and the purpose of the product such as to withstand against the climate condition etc. and should take the total responsibility of any repair on own costs in the due course of





  
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the warranty period of ten years. Warranty certificate of the company should be produced before final settlement of payment.

4. The second party shall engage his own labourers, supervisors and the other personnel required for the completion work.
5. The second party will also be responsible for the provisions under Workmen's Compensation Act and all such statutory requirements under Labour Laws, Rules and Regulations and all other such statues prescribed by the Government. The first party will in no way be responsible for any lapse on the part of the second party with regard to the same.
6. All rates quoted and mentioned by the second party are inclusive of all rates imposed by the Govt.
7. The second party shall also be responsible for providing Insurance Coverage to all the labourers under him.
8. The first party shall remove, all the soil excavated during the digging of the tank. The first party shall provide necessary soil for refilling the excavated earth.
9. The second party shall provide all the necessary tools and machines.
10. The second party should provide all safety measures, prescribed by law, such as providing safety equipments like Safety Belt and Helmet for all the labours and it should be ensured that all the labours are wearing that.
11. The second party shall be responsible for the decorum and smooth conduct of his personnel in the premises.
12. The work of the second party shall be supervised by a representative of the first party. The second party is responsible for ensuring that any complaints raised by the first party on the quality or work are resolved in a satisfactory manner, instantly.
13. A Competent supervision team shall be appointed by the first party to supervise the quality of the work and they will be responsible for monitoring the quality and



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timely completion of all work and resolving any disputes that may come up, amicably with the second party and first party by joint discussion.

14. All the payments shall be disbursed by the first party only if the second party produces the clearance certificates from respective tax authorities. TDS as applicable shall be deducted from the amounts paid.
15. The second party shall ensure that the functioning of the college, movement of students, patients and others in the college are not restricted or inconvenience to them created while carrying out their works. No overnight stay of workers in the College premises will be allowed.
16. The second party do hereby agree and confirm that the work shall be completed within a period of 90 days from the date of agreement. Any delay in completion shall be at the cost of Manufacturer @ Rs.1000/- as penalty per day.
17. The second party also agrees to provide two days training to all the concerned employees of the first party.
18. Any dispute arising between the parties shall be referred to for arbitration to Sr. N. Vasu, Advocate, TC 25/3238 (8), Second Floor, Crescent Tower, East of Kerala Administrative Tribunal, Vanchiyoore P O, Thiruvananthapuram 695035. Any other dispute arising shall be under the jurisdiction of Kerala State only.

### Payment Terms.

- The first party agrees to make the payment to the second party as per the following terms:

20% on starting the work	(2.15 lakhs)	21/1 — 1.00.00
25% on foundation laying	(2.68 lakhs) 1/2	25/1 — 1.15.00
20% on vertical wall completion	(2.15 lakhs)	32/1 — 2.68.00
25% on concreting stage	(2.68 lakhs)	10/2 — 2.15.00
5% on completion	(0.54 lakhs)	11/3 — (2.68.00)
5% on retention payable after one year	(0.54 lakhs)	28/11 — 0.54

10.76 lakhs



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