

**AGREEMENT**

Contract agreement for the work/hiring services  
of.....2020 (Two Thousand Twenty )  
..... between M/s ..... in the town of  
.....hereinafter called the “CONTRACTOR (which term shall unless excluded by or repugnant to the  
subject or context include its successors and permitted assignees) of the one part and the CUGL hereinafter called the  
“Owner” (which terms shall unless excluded by or repugnant to the subject or context include its successors and  
assignees) of the other part.

WHEREAS

- a) The OWNER being desirous of having provided and executed certain mentioned, enumerated or referred to in the Bidding Document including Invitation for Bids, General Conditions of contract, Special conditions of Contract, Specifications, Drawing, Plans, time schedule of completion of jobs, Schedule of rates, agreed variations, other documents has called for Tender.
- b) The CONTRACTOR has inspected the SITE and surrounding s of WORK specified in the Bidding Documents and has satisfied himself by careful examination before submitting his bid as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of SITE and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of WORK, the means of access to SITE, the supply of power and water there to and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bidding 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 WORK to be carried under 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 WORK and which might have influenced him in making his bid.
- c) The bidding Documents including the Invitation for Bids, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specification, drawings, Plans, Time Schedule of Completion of jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are here to annexed form part of this CONTRACT thought separately set out herein and are included in the expression ‘CONTRACT’ wherever herein used.

AND WHEREAS

The OWNER accepted the Bid of CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities if work and finally approved by OWNER (hereinafter called the “Schedule of Rates) upon the terms and subject to the conditions of CONTRACT.

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

1. In consideration of the payment to be made to CONTRACTOR for the WORK/HIRING SERVICES to be executed by him, the CONTRACTOR hereby covenants with OWNER that the CONTRACTOR shall and will duly provide, execute and complete the said WORK 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 completion of the said WORK and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.
2. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the OWNER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time and in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK/HIRING SERVICES, the CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by the OWNER to the CONTRACTOR, such as power supply, water supply and other as set for in the said CONTRACT and such other sums as may become payable to the OWNER towards the controlled items of consumable materials or towards loss, damage to the payments to be made at such time and in such manner as is provided in CONTRACT.

It is specifically and distinctly understood and agreed between the OWNER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the OWNER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc. brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the OWNER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK/HIRING SERVICES only as a licensee simplicities and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the OWNER shall be entitled to terminate such license at any time without assigning any reasons.

The materials including sand, gravel, stone, loose, earth, rook etc. dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACTOR, exclusively belong to the OWNER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the OWNER according to the Instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In WITNESS WHEREOF the parties have executed these presents in the day and the year first above written.

Signed and Delivered for  
and on behalf of  
OWNER

Signed and Delivered for  
and on behalf of  
CONTRACTOR

(CENTRAL UP GAS LIMITED)

DATE

DATE

PLACE

PLACE

IN PRESENCE OF TWO WITNESSES

1.....

1.....

2.....

2.....