

AGREEMENT

This Agreement is made on.....day of.....between **M/s**.....(on behalf of the Contractor) having its registered **office at**(**Address of Contractor/ firm**) (hereinafter called the Contractor which expression shall where the context so admits, be deemed to be included his heirs, executors, administrators and representative) of the one part, and the Chhattisgarh State Power Distribution Company Limited, Raipur (A Successor Company of CSEB) being the Company constituted under Companies Act., 1956, and having its office at Danganiya P.O. Sundar Nagar, Raipur (C.G.) Pin. 492013 (hereinafter called the Company which expression shall, where the context so admits, be deemed to include its permitted assigns) of the other part.

WHEREAS in accordance with a tender specification No.....
.....(**tender no. & dt.**) For(**Name of work**).

AND WHEREAS the E.D. (PROJECT) CSPDCL, Raipur has accepted the rates vide his letter No.(**order no. & dt.**) For(**Name of work**) on semi turn key basis. More particularly/described mentioned enumerated or referred to in the general conditions, specification, schedules, drawings form of tender covering letters schedule of prices and further correspondence a copy of which is hereto annexed and is for purpose of identification signed by the contractor **Shri**(हस्ताक्षरकर्ता का नाम), authorized attorney on be-half of **M/s**.....(फर्म का नाम) having its registered office as mentioned above and E.D. (PROJECT) CSPDCL, Raipur on be-half of the Discom and all which shall be deemed to form part of this agreement as though separately setout herein and are included in the expression "contract" herein used (hereinafter referred to as the said works).

WHEREAS

- A. The Discom being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including letter inviting tender, general tender notice, general conditions contract, special conditions of contract, Specification, drawings, plans, time schedule of completion of jobs, schedule of rates, agreed variations, other documents as called for tender.
- B. The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the surface, strata, soil subsoil and ground, the form and nature of site and local conditions, the quantities, a nature and magnitude of the work, the availability of labour and materials necessary of 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 tender documents are having any connection there with and has considered the nature and extend of all probable and possible situation, delays, hindrances or interference to or with the execution and completion of the work 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 there to and ancillary there of affecting the execution and completion of the work and which might have influenced him in making his tender.
- C. The tender documents including the Notice/Letter Inviting Tender, General Condition of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specification, Drawing, 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 wherever herein used.
- D. The Discom has accepted the offer of the contractor for the said work vide CSPDCL, Raipur a letter for award**(order no. & date)**
and acceptance of rate by E.D. (PROJECT) CSPDCL, Raipur for a some of Rs.(order Amt.) (Rupees..... only)
& subject to the conditions here in after mentioned. Now this agreement witnesses and it is hereby agreed and declare 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 Discom 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 form or may be reasonably necessary for completion of the said work and at the said 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, the Discom does hereby agree with the contractor that the Discom will pay to the contractor for respective amounts for the work actually done by him and approved by the Discom at the Schedule of Rates and such other sum payable to contractor under provision of contract, such payment to be made at such time in such manner as provided for in the contract.

AND

3. In consideration of due provision, execution and completion of the said work the contractor does hereby agree to pay such sum as may be due to the Discom for the services rendered by the Discom to the contractor, such as power supply water supply and others as set for in the said contract and such other sums as may become payable to the Discom towards the controlled items of consumables materials or towards loss, damage to the Discom's equipments, materials, construction plant and machineries such payment to be made at such time and in such manner as is provided in the contract.

It is specifically and distinctly understood and agreed between the Discom and the Contractor that the contractor shall have no right, title or interest in the site made available by the Discom for execution of the work 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 what so ever charge for unpaid bills, will not be entitled to assume or retain possession or control of site or structure and Discom shall have absolute and unfitted rights to take full possession of site and to remove the contractor, their servant, agent and material belonging to contractors and lying on the site.

The contractor shall be allowed to enter upon the site for execution of work only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected thereon and the Discom shall be entitled to terminate such license at any time without assigning any reason.

4. In all matters arising under/out of or in relation to this agreement the terms and conditions of the contract shall apply and all such matter shall be determined accordingly.
5. If at any time any question, dispute or difference whatsoever arises between the Discom and the contractor upon or in relation to or in connection with this contract either party may forthwith give to the other a notice in writing of the existence of such questions, dispute or differences and same shall be referred to the adjudication of three arbitrators, one to be nominated by Discom, the other by the contractor and the third to be appointed by the two arbitrators nominated by the parties at the commencement of arbitration proceeding and failing agreement between them, in accordance with the arbitration and Conciliation Act, 1996, the third arbitrator so appointed shall act as the presiding arbitrator. The place of arbitration shall be Raipur, Chhattisgarh State.
6. The contract shall be constituted according to and subject to the laws in force in India. The Civil Court at Raipur having ordinary jurisdiction and High Court of Chhattisgarh at Bilaspur shall have the jurisdiction over all matters concerning or arising out of this contract.
7. "We have been registered by the E.D. (PROJECT) CSPDCL, Raipur for Construction of line and Substations as class "....." Contractor under **registration No.**

I/We further undertake the CSPDCL will have right to debar us from CSPDCL and cancel our registration if I/We are found to be indulged in unlawful activities i.e. energy theft or theft of CSPDCL's property etc"

In witness were of the parties have executed this agreement in the day and year first above written.

Signed by the above
Named in the present of

Signed and delivered for
and on behalf of contractor

1. (Name and address)

2. (Name and address)

3. (Name and address)

4. (Name and address)

Signed and delivered for
And behalf of the CSPDCL