

AGREEMENT FORMAT

(ON NON-JUDICIAL STAMP PAPER OF Rs100/- VALUE)

This agreement is made on day ofTwo Thousand..... between(Name of the Employer).....having its registered office at.....(address of the Employer).....(hereinafter referred to as the "SJVN Ltd." or "the Employer") which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns of the one part.

AND

.....(Name of Contractor) having its registered office at.....(address of contractor) (hereinafter referred to as the "the Contractor") which expression shall unless repugnant to the context or meaning thereof include their respective successors and permitted assigns of the other part.

Whereas the Employer is desirous that the Contractor executes (name and identification number of Contract)(hereinafter called "the Works") and the Employer has accepted the Bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a Accepted Contract Amount of(Name of currency and value in words and figures)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants and agrees with the Employer that the contractor shall execute and complete the Works and remedy the defects therein in conformity in all respects with the provisions of the Contract and shall undertake, ensure and process the completion of the Works within the Time for Completion.
3. The Employer hereby covenants and agrees to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects therein, the Accepted Contract Amount or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The contractor undertakes to execute and complete the Works within the Time for Completion and to achieve the Milestones within the time prescribed thereof in the Contract.

5. The following documents shall be deemed to form and be read and construed as integral part of this Agreement: This Agreement shall prevail over all other Contract Documents.

- a) the Letter of Acceptance, Invitation for bids
- b) the Conditions of Contract, Part I- General Conditions of Contract (GCC)
- c) the Conditions of Contract, Part II- Particular Conditions
- d) Special Conditions of Contract (SCC) and Appendix to Bid
- e) the Bid Form and Forms & Procedures
- f) the priced Bill of Quantities;
- g) the Technical Specifications (including criteria for measurement and payments) and SJVN's Safety Manual
- h) the Drawings;
- i) Data Sheets
- j) Any other documents forming part of the Contract.

In witness whereof the parties hereto have executed this Agreement on the day, month and year first written before.

The Common Seal of both the Parties is hereunto affixed in the presence of:

Signed Sealed and Delivered by the said Parties.

For & on behalf of Employer Signature Name Designation Address (Authorized Signatory) In the presence of Witness Signature Name Designation Address	For & on behalf of Contractor Signature Name Designation Address (Authorized Signatory) In the presence of Witness Signature Name Designation Address
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Note: The Contract Agreement shall be subject to further modifications by Employer.