

CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF _____

_____ DTD _____ 200...(Two Thousand.....)
Between _____ 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 Numaligarh Refinery Limited hereinafter called the "OWNER" (which term 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 works mentioned, enumerated or referred to in the tender documents including Letter Inviting Tender General Tender Notice, General Conditions of CONTRACT, Special Conditions of CONTRACT, Specifications, Drawings, 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 surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of surface, strata, soil, sub - soil and ground, the from and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour 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 tender documents 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 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 thereto and ancillary thereof 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 Conditions of CONTRACT, Special Conditions of CONTRACT, Schedule of Rates, General obligation, Specifications, 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 hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression " CONTRACT" wherever herein used.

AND WHEREAS

The OWNER accepted the Tender of the CONTRACTOR for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of work and finally approved by OWNER (hereinafter called the " Schedule of Rates") upon the terms and subjects to the conditions of CONTRACT.

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 OWNER that, the CONTRACTOR shall and will duly provide, execute and complete the said works 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 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 CONTRACT.
2. In consideration of the due provision execution and completion of the said works, 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 in such manner as provided for in the CONTRACT.

AND

3. In consideration of the provision, execution and completion of the said works the CONTRACTOR does hereby agree to pay such sums as may be due to the 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 OWNER's equipment, materials construction plant and machinery, such payments 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 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 works 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 whatever 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 works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structures erected there on and the OWNER shall be entitled to terminate such licence at any time without assigning any reason.

The materials including sand, gravel, stone loose earth, rock, etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under this CONTRACT, 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 Numaligarh Refinery Ltd.

Signed and Delivered for and on behalf of CONTRACTORS.

Date _____
Place _____

Date _____
Place _____

IN PRESENCE OF TWO WITNESSES

- 1.

- 2.