

**4. ARTICLES OF AGREEMENT**

This agreement is made on .....day of .....2024, between \_\_\_\_\_,  
(hereafter, called the Employer) which expression shall include their executors  
administration and assignees of the ONE PART

AND

.....,  
a company having its registered under office at .....

.....  
.....and represented by its (hereinafter called as the CONTRACTOR), which  
expressions shall include his/their, theirs principle partners, administrators and assignees of  
the OTHER PART.

WHEREAS THE EMPLOYER is desirous of furnishing its Head Office which currently includes  
**Civil, False Ceiling, Plumbing, Electrical and Automation Wiring Work** and has been the  
basis for drawings, specifications, terms and conditions and schedules of quantities  
describing the work to be done, to be prepared by **Consultants**.

AND WHEREAS the said drawings, specifications, terms and conditions and schedule of  
quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions  
set forth in contract conditions and schedule of quantities, all of which are collectively  
(hereinafter referred to as "The said Conditions) the work shown upon the said drawings and  
described in the said specifications and included in the said schedule of quantities, at the  
respective rates set forth therein amounting to the sum of Rs.

.....  
.....(in words) Rs .....(In Figures) Or such other  
sum as shall become payable hereunder (hereinafter referred as the said contract amount)

AND WHEREAS THE CONTRACTOR has deposited Rs..... (In Figures)  
(Rupees in words) .....  
as initial Security Deposit for the construction of to be retained with the EMPLOYER for the  
due performance of this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rs.....to be paid at the  
time and in the manner set forth in said conditions, the Contractor will upon and subject to  
the said conditions execute and complete the work shown upon the said drawings and such  
further detailed drawings as may be furnished to them by the said ARCHITECT OR  
CONSULTANT and described in the said specifications and the said schedule of quantities.
2. The said drawings, schedule of quantities and conditions of contract and other documents  
herein mentioned shall form the basis of this contract and the decision of the said architect  
as mentioned in the conditions of contractor in reference to all matters of dispute as to the  
materials, workmanship, the intended interpretation of the clause of this agreement or any  
other document attached hereto shall final and binding.



3. The following documents shall be deemed to form and be read and constructed as an integral part of the Agreement (Viz.)
  - a) This form of agreement on a Stamp paper;
  - b) Letter of acceptance...../Work order letter dated.....;
  - c) Schedule of Quantities'
  - d) Tender schedule, Notice Inviting Tender, Form of Tender, Conditions of Contract, Specifications and Tender Drawings;
  - e) Minutes of the meetings held in relation to the Tender;

and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such conditions, specifications and schedule of quantities.

4. THE EMPLOYER AND THE CONTRACTOR bind themselves, their partners, successors in interest, executors, administrators and assigns of such other party in conditions of all covenants of this agreement.
  5. The said contract comprises the works above mentioned and all subsidiary works connected therewith within the same site, as may be ordered to be done from time to time by the said CONSULTANT through the Employers representative even though such works may not be shown on the drawings or described in the said specifications or the schedule of quantities, but may be fair. It is intended for successful completion and functioning of the project.
  7. THE EMPLOYER, with the consent of and through the CONSULTANT, reserves to himself the right of altering the drawings and nature of work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise from other sources and such alterations or variations shall be carried out without prejudice to this CONTRACT.
  8. THE CONTRACTOR shall not assign, sublet or transfer his/their interest in this Agreement without the written consent of The Employer.
  9. THE CONTRACTOR shall afford every reasonable facility to the representatives of the said CONSULTANT and The Employer for inspection, checking or otherwise to the site to enable them to find out the actual carrying out of all works in the manner laid down in the said conditions.
  10. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work in accordance with the said conditions and to complete the entire and all the works connected thereto or as ordered from time to time within the time period stipulated herein and to execute the same diligently and consistently throughout the entire time period so specified and the contractor shall strictly adhere to the detailed programme for completion of work.
  11. If the contractor fails to comply with any of the obligations herewith mentioned, winds-up his business, be dissolved, or otherwise fails or neglects to complete the said work within the stipulated period, then or on the happening of any such event THE EMPLOYER shall be
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entitled to cancel this CONTRACT and to get the unfinished work done at the cost and risk of the CONTRACTOR by a third party and if THE EMPLOYER suffers any loss in this regard, THE CONTRACTOR shall reimburse the employer for the same viz., payment or reimbursement to such losses. The decision of the said EMPLOYER in this regard to the quantum of such losses will be final and binding on the parties hereto. Upon such termination of this CONTRACTOR shall be adjustment of any payments made to THE CONTRACTOR by THE EMPLOYER and THE CONTRACTOR shall, if required refund any such amounts to THE EMPLOYER.

12. All disputes arising out of or any way connected with this Agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai shall have jurisdiction to determine the same.
13. All payments by THE EMPLOYER under this CONTRACT will be made at Mumbai.
14. Advance Income Tax deduction will be made in THE CONTRACTOR'S bill as per the Income Tax based on the bill value.
15. Appropriate deduction as per relevant sales tax rules on works contract applicable at the time shall be deducted from the bills submitted by the CONTRACTOR.
16. Contractor shall provide the vouchers for full quantity of any of the materials brought for the project whenever asked by the employer.
17. All parts of this contract have been read by us and fully understood by us.

As witness there of the parties here to set their hands the day and year first written above

Signed by the said EMPLOYER

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Name: \_\_\_\_\_

Name : \_\_\_\_\_

Occupation \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Signed by the said CONTRACTOR

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Occupation \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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