

PROFORMA FOR

Articles of Agreement

(On non- judicial Stamp Paper of relevant value by successful bidder as applicable at place of execution)

Made the ____ day of _____ **2024**

Between

CENTRAL BANK OF INDIA.

Business Support Department,
Central Bank of India, Regional Office, Etawah,
Civil Lines, Near Balram Chauraha,
Etawah, (U.P.),
PIN-206001

(Hereinafter called "The Employer") of the one part

And

(Hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous of Interior Furbishing, Electrical, Data cabeling & Low side Air-Conditioning works at **Aheripur Branch** under Etawah Region of Central Bank of India.

And has caused Drawings, Specifications and Bill of Quantities Showing & describing the work to be done to be prepared by or under the direction of **ARCHITECT'S DEPARTMENT, CENTRAL BANK OF INDIA, ZONAL OFFICE, LUCKNOW.**

And Whereas the Contractor has agreed to execute, subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "**the said Conditions**") the works shown upon the said Drawings and described in the said Specifications and included in the said Bill of Quantities for such sum as may be ascertained to be payable in terms of the Schedule of Quantities and which sum is estimated to be Rs.....
(Rupees..... hereinafter referred to as "**the said Contract Amount**").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said sum to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall, subject to the said Conditions, execute and complete the work shown upon the said Drawings and described in the said Specifications and Schedule of Quantities.
- 2) The Employer shall pay the Contractor the said sum or such other sums as shall become payable hereunder at the times and in the manner specified in the said Conditions.
- 3) The term "**Architect**" in the said Conditions shall mean the said **ARCHITECT'S DEPARTMENT, CENTRAL BANK OF INDIA, ZONAL OFFICE, LUCKNOW** or in the event of it being ordered to be or would cease to be or in the event of it being ordered to be or would cease to be the Consultant for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said conditions provided always that no person subsequently appointed to be the Consultants under this Contract shall be entitled to disregard or overrule any previous decision or approval or direction given or expressed by the Consultants for the time being.
- 4) Tender documents containing Notice to the Contractors, Conditions of Contract, and Appendix thereto, General Conditions of Contract, special conditions of the contract, Specifications and Bill of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their part.
- 5) This contract is neither a fixed lump sum Contract nor a piece work Contract, but is a Contract to carry out work to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the Conditions.
- 6) The Bank through the Architect, reserves to himself the right of altering the drawings and nature of the work of adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
 - a) The Contractors represent that they have experienced and competent staff which will enable them to ensure proper quality check on the materials, whether brought by the Contractors, and which will ensure that the Contractors will carry out proper tests as required by the Uttar Pradesh State PWD/ CPWD specifications and will supervise the day-to-day working and execution of the Contract works to the satisfaction of the Architect and Bank.
 - b) If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day-to-day work, it shall be the duty of the Contractors to report the matter in writing forthwith to Architect and, for the time being, to suspend that portion of the work about which difficulty is experienced, and the Contractors will abide by the direction of the Architect.
 - c) The Contractors are aware that the Architect will not give day-to-day supervision but will periodically supervise and it will be the responsibility of the Contractors to perform their obligations under Sub-Clause (a) and (b) above.
 - d) The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the Uttar Pradesh PWD/ CPWD specifications and the term and conditions of this contract and will be of contract quality and description.
- 7) Time shall be considered as of the essence of this Agreement and the Contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and to complete the entire work within **30 DAYS from the date of acceptance of the Contract by vendor** subject, nevertheless to the provisions for extension of time.

- 8) This Agreement and Contract to be deemed to have been made in Etawah and any question or dispute arising out of or in any way connected with this Agreement and contract shall be deemed to have arisen in Etawah and only the Court in Etawah shall have jurisdiction to determine the same.

As witness our hands this _____ **day of** _____ **2024**

Signed by the said

Owner/ Bank

In the presence of:

Witness No.1 _____

Name & Address

Witness No.2 _____

Name & Address

Signed by the said

Contractor

In the presence of:

Witness No. 1 _____

Name & Address

Witness No. 2 _____

Name & Address