**Bona Fide agreement Template**

***Purpose of AGREEMENT:***

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CONTRACT AGREEMENT FOR THE WORK OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20.. (Two Thousand…………….)

Between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 --------------------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.

**Terms and Conditions**

1. The OWNER being eager of having provided and executed certain works mentioned, itemized 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.
2. 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.
3. The CONTRACTOR has examined the site and surroundings of the works specified in the tender documents and has satisfied himself by cautious 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 labor 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 scrutinizes and considered all other matters, circumstances 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.

 In consideration of the due stipulation execution and completion of the said works, the OWNER does hereby agree with the CONTRACTOR that the OWNER will pay to the CONTRACTOR the particular 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.

 ***The CONTRACTOR*** shall be allowed to enter upon the site for execution of the works only as a licensee simplicities 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 license at any time without assigning any reason.

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 ONTRACTOR 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 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 materials including sand, gravel, stone loose earth, rock, etc. dug up or excavate from the said site shall, unless otherwise specifically 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

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IN PRESENCE OF FOUR WITNESSES**