

FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ Between Messrs. _____ being hereinafter called the "OWNER" which expression shall, wherever the context so permits, mean and include its successors in interest, executors, administrators, liquidators, nominees and assignees of the ONE PART, and Messrs. _____ hereinafter called the "CONTRACTOR", which expression shall, wherever the context so permits, mean and include its heirs, successors in interest, executors, administrators, liquidators, nominees and assignees of the OTHER PART.

WHEREAS ;

- a. The Owner had invited tenders from various contractors for the _____ in accordance with the requirements, drawings, plans and instructions prepared by the Architect / Consultant of the Owner and contained in the tender documents issued by the Architect / Consultant and.
- b. In response to the invitation of the Owner, the Contractors have tendered their quotations and rates and have offered to carry out the completion and maintenance of the aforesaid Project and facilities in accordance with the requirements, conditions of contract, documents, standard quality, plans, drawings and instructions of the Architect / Consultant.
- c. The Owner is willing and agreeable to accept the aforesaid quotation, rates and offer of the Contractor on the various terms and conditions specified herein and in the documents listed in Clause-1, below.

NOW THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenant and conditions set forth herein, the parties hereto, do hereby agree, undertake and declare as under :-

1. The Following documents, hereinafter called "Contract Documents" shall be deemed to form, read and construed as an integral part of this Agreement :-
 - a. Tender documents.
 - b. Contractor's bid letter No. _____ dated _____.
 - c. Relevant Correspondence.
 - d. Letter of Award No. _____ dated _____.
2. Notwithstanding anything contained to the contrary or in conflict with the provisions of this agreement in any of the documents mentioned in clause-1, above, the provisions of this agreement shall prevail and the documents mentioned above shall be deemed to have been amended to the extent of inconsistency found therein, by the provisions of this Agreement. In case of inconsistency between any of the documents referred to herein, the later documents shall prevail and the tender documents shall be construed to have been amended to that extent.
3. In consideration of the Contractor completing and maintaining the works, as described heretofore, in conformity in all respects with the provisions of this contract to the entire satisfaction of the Owner, the Architect / Consultant and the Contractor acting, abiding and performing his duties and obligations strictly in accordance with the terms and conditions herein and documents of the contract mentioned hereinabove, the Owner shall pay to the Contractor amounts as per contract documents listed above.

- 4. This contract shall not be transferable or assignable in whole or part of any of the parties hereto, provided that the Owner may assign his rights and obligations in whole or in part to any other Company which shall be wholly owned Company belonging to the same Group of Companies as the Owner. In such an event such other Company shall be entitled to act as Owner under this contract.

IN WITNESS WHEREOF the parties hereto, acting through their respective representatives, have caused this agreement to be signed, sealed and delivered in their respective names on the day and the year first mentioned hereinabove.

 SIGNED, SEALED AND DELIVERED
 in the name and for and on
 Behalf of the OWNER

 SIGNED, SEALED AND DELIVERED
 in the name and for and on
 Behalf of the CONTRACTOR

NAME : _____

NAME: _____

DESIGNATION : _____

DESIGNATION: _____

CNIC# : _____

CNIC# : _____

WITNESSES :

WITNESSES :

1. Name : _____

1. Name : _____

Address : _____

Address : _____

CNIC# : _____

CNIC# : _____

2. Name : _____

2. Name : _____

Address : _____

Address : _____

CNIC# : _____

CNIC# : _____

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