**A G R E E M E N T**

THIS AGREEMENT made on **31st Day of July, 2023** Between Messrs. **Arshad Shahid Abdulla (Pvt.) Ltd.** being hereinafter called the “OWNER’S REPRESENTATIVE”, 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. **PIONEER SERVICES** 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;

1. The Owner’s Representative had invited tenders from various contractors of the construction and maintenance of **HVAC, Fire Suppression & NOVEC 1230 System** **Works** **– UEP Office Block 17th Floor – Sky Tower – B Dolmen City, Clifton Karachi**  
   in accordance with the requirements, drawings, plans and instructions prepared by Mechanical Consultant of the Interior Designer of the Owner Messrs. **Arshad, Shahid Abdulla (Pvt.) Ltd.** and contained in the tender documents issued by the Owner’s Representative / Mechanical Consultant and.
2. In response to the invitation of the Owner’s Representative, the Contractors have tendered their quotations and rates and have offered to carry out the construction, 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 Owner, and the Interior Designer, and the Mechanical Consultant and the Project Manager, and
3. The Owner’s Representative 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 an integral part of this Agreement: -
2. Tender documents.
3. Contractors bid letter No. **PES/UEP/442/07/23** Dated **July 10, 2023.**
4. Relevant Correspondence.
5. Letter of Award No. **1721/2-32726** Dated **July 24, 2023.**
6. Notwithstanding anything contained to the contrary or in conflict with the provisions of this agreement in any of the documents mentioned in Clause-l 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.
7. In consideration of the Contractor constructing, completing and maintaining the work, as described heretofore, in conformity in all respects with the provisions of this contract to the entire satisfaction of the Owner, the Interior Designer, Mechanical Consultant and the Project Manager 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’s Representative shall pay to the Contractor amounts as per contract documents listed above.
8. This contract shall not be transferable or assignable in whole or part of any of the two parties hereto, provided the Owner’s Representative 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’s Representative. In such an event such other Company shall be entitled to act as Owner’s Representative under this contract.

**IN WITNESS WHEREOF** the parities 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 DELIVERD

In the name and for and on

Behalf of the OWNER’S REPRESENTATIVE

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESIGNATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

SIGNED, SEALED AND DELIVERD

In the name and for and on

Behalf of the CONTRACTOR

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DESIGNATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNIC #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_