

AGREEMENT

AGREEMENT

THIS AGREEMENT is made the day of 20
between
of
.....
(hereinafter called the 'Employer') of the one part and
.....
.....of
.....
.....
(hereinafter called the 'Contractor') of the other part.

WHEREAS the Employer is desirous that certain Works should be executed by the Contractor
viz
.....
and has accepted a Tender by the Contractor for the design (to the extent provided for by the
Contract), execution and completion of such Works and remedying any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. "Contract" shall bear the same meaning as that in Sub-Clause 1.1(d) in the Conditions of Contract and shall be a fixed price Contract subject only to adjustments or measurements (if any) and additional payments expressly provided for in the Conditions.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:-
 - (1) The Employer's Letter of Acceptance;
 - (2) The said Tender;
 - (3) The Instructions to Tenderers;
 - (4) The Conditions of Contract comprising
 - (a) the Standard Conditions;
 - (b) *the Particular Conditions; and
 - (c) the Appendix;
 - (5) The Specifications;
 - (6) The Drawings;
 - (7) The Bills of Quantities/Schedule of Rates*; and
 - (8) The Addenda Nos.....

The aforesaid documents shall be read and construed as a whole and no special priority other than that accorded by law or expressly provided in the Contract documents shall apply to any one document or group of documents nor shall the contra proferentem rule apply to this Agreement.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to design (to the extent provided for by the Contract) execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract for the Contract Sum of Singapore Dollars

(S\$) only or such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the design (to the extent provided for by the Contract), execution and completion of the Works and the remedying of defects therein, the Contract Sum or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF

the day and year first above written

(hand of the Employer has been hereunto set)
the* ()
(Common Seal of the Employer has been hereunto affixed)

*Signed by the said

.....

.....

.....

Signature

*The Common Seal of

.....

.....

was hereunto affixed in the presence of

Name.....

Address.....

.....

Description.....

(hand of the Contractor has been hereunto set)
and the* ()
(Common Seal of the Contractor has been hereunto affixed)

*Signed by the said

.....

.....

.....

Signature

* The Common Seal of

.....

.....

was hereunto affixed in the presence of

Name.....

Address.....

.....

Description.....

* Delete as appropriate