WATERPROOFING AND CONCRETE REPAIR WORKS CONTRACT AGREEMENT NO. ()

Ref. Our Offer No.()

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It is on:  this Contract Agreement has been made and signed between:

And called as (FIRST PARTY),

Address:

Tel. #

Mobile #

AND

ARABIAN BUILDING SUPPORT & REHABILITATION CO. LTD. - ABSAR And called as (SECOND PARTY),

P.O. Box (56955) Riyadh 11564

Kingdom of Saudi Arabia

TEL. # 4609090 FAX # 41932184

Both Parties and with their legal & formal eligibility, have agreed on the following:-

The (SECOND PARTY) is to carry out, execute and guarantee the works   
described in this Contract Agreement in the Project of (FIRST PARTY)   
which is located in (). The executed works are :, which comprise of supply all materials, Manpower, and necessary tools & Equipment to carry out the necessary works in accordance with best Technical Specifications and as per the Scope of Work mentioned in the Bill of Quantities attached with the Contract which has been agreed between both parties as follows :-

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| **ARTICLE (01) : CONTRACT DOCUMENTS** :- |

The Contract Agreement comprises of the following documents:-

(01) Original Contract Agreement which is consists of ( ) Pages.

(02) Bill of Quantities attached in the Annexure (A).

(03) Method of Payment (Annexure B).

(04) Technical Booklet (Annexure C)

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| **ARTICLE (02) : SCOPE OF WORK** :- |

This Contract Agreement comprises of Supply and installation of Waterproofing Materials and Concrete Repair Works as per Drawings

For:

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| **ARTICLE (03) : CONTRACT VALUE** :- |

() SR.

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| **ARTICLE (04) : SPECIAL CONDITIONS** :- |

( A ) OBLIGATIONS OF THE FIRST PARTY :-



( B. ) OBLIGATIONS OF THE SECOND PARTY :-



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| **ARTICLE (05) : METHOD OF EXECUTION & SPECIFICATIOINS** :- |

The required works shall be executed with a high professionalism and in accordance with Bill of Quantities and as per the specifications.

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| **ARTICLE (06) : EXECUTION PERIOD** :- |

The necessary works shall be carried out according to Time Schedule attached.

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| **ARTICLE (07) : STARTING OF WORKS** :- |

Second Party shall require ten’s Days Written Notice from First Party to start the Job to be sent to him by fax.

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| **ARTICLE (08) : VALIDITY OF CONTRACT** :- |

This Contract Agreement is valid for () Month which is the specified period to execute the entire project. In case the above period is exceeded, the (SECOND PARTY) has the right to increase the prices as per the Augmentation Ratio of prices of Raw Materials.

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| **ARTICLE (09) : FLOOD TEST** :- |

Second Party shall carry out ( 24 ) Hours Flood Test wherever it is practicable, to check the water tightness and workmanship of Second Party’s work, while First Party shall provide Water for Flood Test in the areas to be tested and also draining it. The First Party is to sign Food Test Certificate after the completion of Flood Test.

The Test for Basements waterproofed by (PVC) System will be conducted by using (VACUUM TEST MACHINE) at specific points, to be selected randomly by the First Party at the junctions.

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| **ARTICLE (10) : Physical Damage of Waterproofing System** :- |

In case of any amendments / Damages to the Second Party’s work by the First Party or other trades related to the First Party during the working period, The Second Party will not carry out the repair works unless the both parties are agreed to the cost of this Repair Works and to be paid in advance.

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| **ARTICLE (11) : MEASUREMENT OF WORKS** :- |

The Second Party is take measurement of works executed physically and to prepare the necessary Drawings, and to notify the First Party or his representative with the measurements in order to check and approve them during the progress of work. If the First Party do not approve or arise any reservations within three days from the date of submittal, then the result of the measurements will be true and bound to the First Party and he has no right to arise any objection afterwards.

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| **ARTICLE (12) : PROTECTION OF WORKS** :- |

Due to the sensitivity of Waterproofing works to the damages because activities of other Trades/Contractors, the First Party is to comply that immediately after the Second Party completed the waterproofing works, he i.e. the First Party must protect the system from damages which may be occurred by other contractor at site till completion of final coverage and Protection of the system, such as:-

(01) Occurrence of punches or making any amendments to electrical or   
 hygienic installations.

(02) Amendment of Waterproofing works (Minus or Plus) .

(03) Burying of outside areas which has contact with Waterproofing   
 Materials with unsound materials which includes the remains of   
 building works.

(04) Carrying out A/C fittings/installations through Waterproofing   
 system.

Any occurrence or damages by other Contractors is the responsibility of the First Party, and the Second Party is to carry out the necessary Repair Works ( if possible ) vide Additional Work Contract and with an extra charges which has to be paid in advance. In case the Second Party is unable to do the Repair Work, then the Guarantee will be invalid.

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| **ARTICLE (13) : PENALTIES** :- |



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| **ARTICLE (14) : GUARANTEE OF WORKS** :- |

Second Party shall guarantee the works which has been executed by him for period of () Years according to the Certificate of Guarantee issued by the Second Party. The First Party has the right to read Guarantee Certificate and its conditions prior to signing the Contract and signing of Contract by the First Party will consider as a Final Approval and acceptance of the Guarantee Certificate Conditions. The Guarantee Certificate will be issued immediately after completion of Waterproofing Works, stipulated that the First Party has fully settled all the payments as per dates mentioned (Annexure B). If the First Party does not comply with the Payment Conditions, then he has no right to claim for Certificate of Guarantee. Without signed and stamped Guarantee Certificate, the Second Party is not responsible for the Guarantee of executed works.

**ARTICLE (15): ADDITIONAL WORKS & EXTRA QUANTITIES:**-

(01) Any Additional Works requested to be done by the Second Party   
 rather than the mentioned in the Scope of Works & Bill of   
 Quantities (Annexure A) from this Contract Agreement shall be   
 negotiated between the parties amicably and will be written as Additional   
 Works signed between the both parties.

(02) Any excess in the Quantities mentioned in the Contract which   
 exceeding ( 10% ) will be treated with the same item prices   
 mentioned in the Contract after getting prior approval & acceptance   
 of First Party on this additional quantities vide Additional Works   
 Contract to be paid in advance.

**ARTICLE (16): CONSULTATION & GUIDANCE:**-

The Second Party should present consultations and guidance to the First Party pertaining to the executed Works physically or the necessary works to be carried out to ensure an effective waterproofing system at site. These Consultations will be for guidance purpose only, and should not result in any financial or legal commitment to the Second Party, and the First Party has to ask the assistance of local Engineering Offices for design and supervision of required works.

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| **ARTICLE ( 17 )** : **ARBITRATION** :- |

Any disputes arising between the parties of this Contract Agreement, shall be settled by amicably and you may require arbitration of a neutral third party in case the disputed parties fail to settle the dispute in accordance with the rules and equity in force in the Kingdom of Saudi Arabia.

**FIRST PARTY SECOND PARTY**

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|  | Arabian Building Support & Rehabilitation Co. |

SIGNATURE: …………………………… SIGNATURE:………………………………………

STAMP :………………………………………. STAMP:…………………………………………………

**) Annexure B (**

**Method of Payment**