

## CLIENT COMPANY LOGO

Project/Company Name  
NEW OFFICE PREMISES

New Office Address

**Contract of Agreement**

Workplace Motivates

Project Reference: \_\_\_\_\_

Contract Reference: \_\_\_\_\_

Date: \_\_\_\_\_



Mr. / Ms \_\_\_\_\_  
Position  
Company  
P.O. Box  
Address

Re: **Client New Office Premises**  
New Office Address

Dear Sir,

Thank you for trusting ID Works Interiors INC W.L.L to provide you our services for the design, fit out and furniture works of your new office premises located at **address**. Attached to this cover letter is our full comprehensive contract for this project.

**Scope of Work**

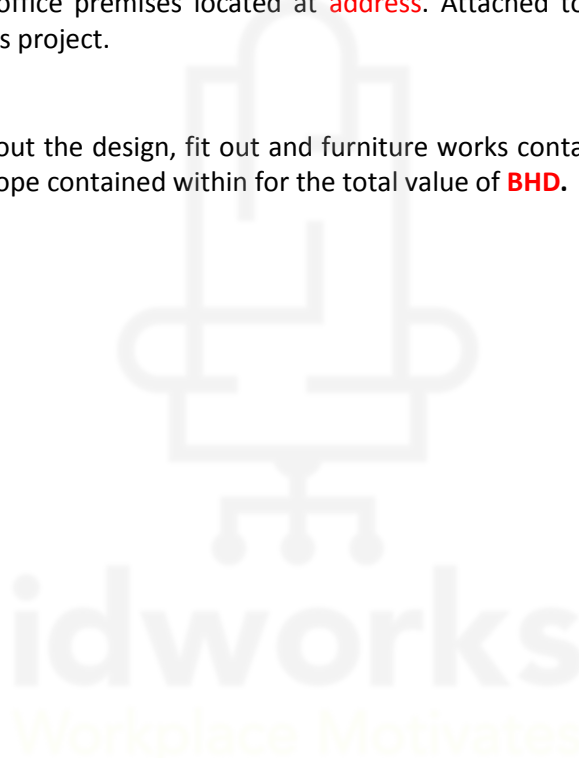
ID Works undertakes to carry out the design, fit out and furniture works contained in our Bill of Quantities (“BOQ”) and in line with the scope contained within for the total value of **BHD**.

Breakdown of Cost

Fit-out Cost  
Furniture Cost  
Total Value:

Discount %

**TOTAL**



We look forward to working with you on this project; we do appreciate this business opportunity and anticipate enjoying a long-term, mutually beneficial relationship for both our organizations.

Kind regards

**IDW Representative**  
Position  
Office Address: Bahrain/KSA/Oman

M \_\_\_\_\_  
T \_\_\_\_\_  
E \_\_\_\_\_

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### 3.0 General Agreement

This contract is between **XXX** (hereinafter known as the “Client”) and ID Works Interiors INC W.L.L of **XXX** (hereinafter known as the “Contractor”) for an office turnkey project to be carried out on **XXX**.

Now it is hereby agreed that the Client will appoint the Contractor to carry out the following Scope of Works which are described below and which are supported by the fit-out and furniture scope of works Bill of Quantities:

### 4.0 Fit-out Stage

- 4.1 For the consideration hereinafter mentioned, the Contractor shall implement and complete all the works as detailed in this contract and all other related documents and handover the premises at the latest within 90 working days. The 90 working days will commence from the date that the last of the following events occurs:
- a) The contractor receiving the signed Contract from the Client;
  - b) The Client obtaining the facilities manager approval to start works on site this will be confirmed in writing by the Client;
  - c) The Contractor receiving the Client’s approval in writing on the colour scheme, material selection and materials; and
  - d) The Contractor receiving the agreed advance down-payment amount.
- 4.2 The Contractor agrees to repair or amend any damage which occurs as a result of the building works at his own expense without delay and also agrees to move and transport at his own expense any debris resulting from his work according to the local regulations; and to hand over the site clean.
- 4.3 Any variations or changes to the contracted scope of works or bill of quantities requested by the Client will be mutually agreed in writing between the parties prior to being processed. The variations are to be considered by the Contractor and if there is any time or cost implication this will be forwarded to the Client as soon as is practically possible for the Client’s formal written consent to proceed.
- 4.4 The Client agrees that the Contractor will not be held responsible for any malfunction in the existing system/components within the building and the functioning during the fit out or thereafter unless such malfunction has been caused by the Contractor or any agent, personnel acting under the Contractor’s instructions. In such circumstances the Contractor shall be solely responsible for rectifying the malfunction at his sole cost and responsibility.
- 4.5 It is further agreed that any delays resulting from “Force Majeure” (Acts of God, Warfare or Civil unrest or Political influences shall be excluded from the time delivery of **90 calendar days**.

- 4.6 The Client further agrees not to bind the Contractor to carry out works that should be carried out by the landlord before handing the site over to the Client.
- 4.7 The Client will appoint a Project Manager to liaise with the Contractor and shall act as its sole point of contact with the Contractor who will only follow orders and instructions from the Project Manager.
- 4.8 Should the Client appoint an engineer or Project Manager or Consultant (the “Client Appointee”) to oversee the Contractor’s work on site and if the Client Appointee is requested in writing by the Contractor to approve certain materials, finishes, or shop drawings, then the Client Appointee shall provide his approval within 7 days of being requested to do so from the date the Contractor has submitted the samples/shop drawings.
- 4.9 If the Client Appointee takes more than 7 days to approve the same, then the site’s handover date will be extended by the number of days that the Client Appointee has taken to approve the required samples or shop drawings.
- 4.10 All goods and materials under the Contractor’s scope that has been delivered to the site shall remain the Contractor’s property at all times until full payment has been received, then Clientship will pass to the Client.
- 4.11 ID Works shall have the right to retrieve any delivered material to the site without the Client’s consent and without notice if the Client fails to pay the due invoice after 15 days.

## **5.0 Furniture Warranty and General Terms**

- 5.1 The Contractors guarantees that the products will confirm to the specifications set out in the Quotation and will be free of defects in materials and workmanship for a period of **Three (3) years** on all products from the date of delivery. During the warranty period the Supplier will repair or replace any product that the Supplier considers defective at no cost to the Client
- 5.2 The Client must inform the Contractor, in writing, of such defects within five (5) working days of discovery of defect.
- 5.3 This Warranty does not cover defects arising from fair wear and tear, willful damage, negligence, failure to follow the Contractor’s instructions (written or verbal), misuse or alteration or repairs unauthorized by the contractor based on any drawings / designs / specifications supplied by the Client.
- 5.4 This Warranty is not effective if the total price for the products is due and has not been paid.

- 5.5 This Warranty does not extend to parts, components, materials, or equipment not supplied or manufactured by the Contractor.
- 5.6 If any furniture item is supplied damaged, dented or scratched due to the customs forwarding or inland transportation or for any other reason attributed to the Contractor, then the Client has the right to hold the payment for those items only until they are replaced by the Contractor.
- 5.7 If the Client cancels an order after seven days of down payment and commencement of manufacture, the Client shall pay a charge of 40% of the gross value of the cancelled products only as compensation to the Contractor.
- 5.8 On delivery of the products to the Client's given address, responsibility for the products will pass immediately to the Client. Clientship of the products will be retained by the Contractor until full and final payment is made.
- 5.9 The Client confirms that he will not return to the Contractor any ordered furniture items after it has been installed on site.

## **6.0 Letter of Appointment**

- 6.1.1 In order to facilitate the work under this contract, the Client, as soon after the signing of this contract as is reasonably possible, will provide the Contractor with a letter of appointment and approval, which is to be submitted and accepted by the Building Facilities Manager, stating that the Contractor has been awarded the project for the New Office facility at the Building. The Contractor may send a template of such at the request of the Client.

## **7.0 Terms of Payment**

- 7.1 The Client understands and acknowledges that any additional works outside of the agreed scope of work as documented in this Contract and the attached related documents of the project may need to be performed under separate agreements with a different fee structures and payment schedules. Any further agreements will be mutually agreed in writing by the parties.
- 7.2 The Client further accepts that this is a lump-sum, non-measurable contract. The Client further understands that any changes to the design and fit-out program after the works has begun may require add-on time to the initial hand-over date. The add-on time will be determined by the changes at the stage which they are requested. These further add on time (if any) will be agreed between the parties.
- 7.3 The budget for the design, fit-out and furniture project is a total of OMR XXX including vat as a lump-sum, non-measurable price for all the Scope of work as documented in this Contract and the attached related documents and is inclusive of the quotation and fit-out scope of works. No other charges will be incurred unless agreed otherwise in writing between the parties pursuant to clause 7.1.

7.4 For the above-listed services and as per the attached annexes, the Client agrees to pay design and fit-out fees to the Contractor in accordance with the terms and conditions of this Contract.

7.5 The fees are to be paid according to the following schedule

**Terms of Payment**

- |     |                          |   |
|-----|--------------------------|---|
| 7.6 | 1 <sup>st</sup> payment: | 25% advance payment upon agreement  |
|     | 2 <sup>nd</sup> payment: | 25% 1 <sup>st</sup> progress payment  |
|     | 3 <sup>rd</sup> Payment: | 25% 2 <sup>nd</sup> progress payment  |
|     | 4 <sup>th</sup> payment: | 15% balance payment upon practical completion of all works and Client Occupancy of the Premises |
|     | Final Payment:           | 10% upon completion of all snag work  |

hanges in the proposed project, the design concept (including exploring alternative designs), or the materials may increase the budget, and accordingly the final fees however any increase or changes shall be subject to the mutual agreement in writing of both parties. No additional charges shall be incurred or invoiced unless agreed in writing by the Client.

7.7 All project fees are due and payable within 14 days upon submission of the invoice.

7.8 Any delay in payment after the 14 days required for payment of the invoice may cause the project delivery schedule to be deferred.

**8.0 General Terms**

8.1 All drawings, plans and other documents presented to the Client by the Contractor shall belong to the Contractor until payment of the advance payment as stipulated in clause 7.5 above.

8.2 The Contractor reserves all common law, statutory and other rights, including copyrights, to its designs and plans. The Client agrees not to use or reproduce in any form or disclose to any third parties the designs and plans provided under this contract without prior written permission from the Contractor.

8.3 Plans are for presentation purposes only and are not for construction by any other company or the Client. Submitted visuals are for presentation purposes only and non-contractual. All contractual visuals shall be included and attached to this Contract.

8.4 All materials, goods and items built or delivered by the Contractor for this project remain the property of the contractor until all due payments have been received.

8.5 This contract constitutes the entire agreement of the parties and neither they nor their agents shall be bound by any terms, conditions, or representations discussed in previous negotiations but not written herein.

- 8.6 Amendments to this contract shall not be binding unless in writing and signed by the Client and the Contractor.
- 8.7 Practical completion is deemed to have been achieved on the signing of practical completion certificate by the Client.
- 8.8 All disputes which arise out of or relate to this contract, or the breach thereof, shall be decided by arbitration conducted in accordance with the Building Works Industry Rules of the Kingdom of Saudi Arabia and judgment on the award rendered in arbitration shall be final and binding and may be entered in any court having jurisdiction thereof.

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**IDWORKS Representative**  
Signature & Date

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**Client Representative**  
Signature & Date

**idworks**  
Workplace Motivates