

Works Contract Sample

(STATE NAME OF ORGANISATION)SERVICES CONTRACT

AGREEMENT TO PROVIDE SERVICES

BETWEEN:

(State name of Organisation), Post Office Box: _____
Telephone No: _____, hereby referred to as "**Employer**",

AND

_____ of Post Office Box _____ and of Telephone No:
_____ Fax No: _____ referred to as the "**Contractor**".

1. Services

a)(STATE NAME OF ORGANISATION) has engaged Contractor as an independent contractor to provide the following services: -

- _____
- _____

Detailed Bill of Quantity is hereby attached. Specifications contained in the tender document are still relevant and are a part of this contract.

- 1.2 Contractor will coordinate in the execution of this contact with (STATE NAME OF ORGANISATION) water engineer, (Named Govt Rep and (STATE NAME OF ORGANISATION) Project engineer.
- 1.3 Contractor will supply, at Contractor's sole expense, all equipment, materials and/or supplies necessary to perform the services under this Agreement except those that will be provided by (STATE NAME OF ORGANISATION)K.

2. Time Schedule

Contractor will begin providing services immediately upon signing this Agreement and will complete all services in from the date of signing this agreement unless this Agreement has been terminated sooner in accordance with its provisions. Two weeks will be mobilization and the rest of the time allocated will be used for construction of the project. The penalty for delay will be 0.25% of the contract sum per day.

3. Payment for Services and Expenses

- 3.1 (STATE NAME OF ORGANISATION)K shall pay the Contractor for services detailed in the Bill of Quantity hereby attached. The contract sum is (in Words..... Thousands and Four Only) is the agreed payment for this work.
- 3.2 All travel expenses incurred by Contractor in the performance of services hereunder, are included in the contract sum.

- 3.3 Contractor shall submit to (STATE NAME OF ORGANISATION) a detailed invoice, specifying the services, which have been completed.(STATE NAME OF ORGANISATION) will pay Contractor approved fees and expenses for services performed in accordance with this Agreement within 30 days after receipt of invoice. In case of any direct payment to suppliers of goods and services by (STATE NAME OF ORGANISATION), related to this contract will be deducted from the contract sum.The Engineer shall if requested by the Contractor at intervals of minimum of two weeks calculated from the date of commencement inserted in Clause 3 certify interim payments to the Contractor in respect of the value of the works executed as per the payment schedule indicated here below. All payments made to contractor will be subject to 10% reduction to cater for retention money amounting to 10% of the contract sum.
- Initial payment will be 20 % of the contract sum. This payment will be made on signing of the contract. This payment will be used for mobilisation and starting of the works.
 - The second payment will be 30 % of the contact sum. This payment will be made on completion of 50% of the works.
 - The next payment will be 20% on completion of 75% of the works.
 - The next payment will be 30% on completion of 100% of the works. A copy of Certificate of Practical Completion will be a requirement for payment of this amount.
 - The payment of retention money amounting to 10% of contract sum will be made after expiry of Warranty Period of Eight Weeks and after the issuing of certificate of completion. All necessary repairs will have been done to the satisfaction of The Engineer before this payment is made.
- 3.4 At the discretion of the Engineer cost including that of any materials and goods reasonably properly and not prematurely brought upon the site, adequately stored and protected against the weather or other casualties, on site for the purposes of the works and any amounts either ascertained or agreed under Clause 11 may recommend payment and the Employer shall pay to the Contractor the amount so certified within 30 days from the day of the submission of the certified certificate.
- 3.5 All travel expenses incurred by Contractor in the performance of services hereunder, are included in the contract sum.
- 3.6 Contractor shall submit to (STATE NAME OF ORGANISATION) a detailed invoice, specifying the services, which have been completed.(STATE NAME OF ORGANISATION) will pay Contractor approved fees and expenses for services performed in accordance with this Agreement within 30 days after receipt of invoice. In case of any direct payment to suppliers of goods and services by (STATE NAME OF ORGANISATION), related to this contract will be deducted from the contract sum.The Engineer shall if requested by the Contractor at intervals of minimum of two weeks calculated from the date of commencement inserted in Clause 3 certify interim payments to the Contractor in respect of the value of the works executed as per the payment schedule indicated here below. All payments made to contractor will be subject to 10% reduction to cater for retention money amounting to 10% of the contract sum.

- Initial payment will be 20 % of the contract sum. This payment will be made on signing of the contract. This payment will be used for mobilisation and starting of the works.
 - The second payment will be 30 % of the contact sum. This payment will be made on completion of 50% of the works.
 - The next payment will be 20% on completion of 75% of the works.
 - The next payment will be 30% on completion of 100% of the works. A copy of Certificate of Practical Completion will be a requirement for payment of this amount.
 - The payment of retention money amounting to 10% of contract sum will be made after expiry of Warranty Period of Eight Weeks and after the issuing of certificate of completion. All necessary repairs will have been done to the satisfaction of The Engineer before this payment is made.
- 3.7 At the discretion of the Engineer cost including that of any materials and goods reasonably properly and not prematurely brought upon the site, adequately stored and protected against the weather or other casualties, on site for the purposes of the works and any amounts either ascertained or agreed under Clause 11 may recommend payment and the Employer shall pay to the Contractor the amount so certified within 30 days from the day of the submission of the certified certificate.
- 3.8 Ten per cent of the contract sum will be retained during the warranty period. During this period any defects to the works will have been done to the satisfaction of the Engineer. On satisfactory completion of making good defects as noted in Clause 17 the whole of retention money will be released to the contractor after the end of maintenance period which will be 8 weeks after the completion of the works and after the issuing of completion certificate.

4. Taxes

Contractor has sole responsibility for the payment of all applicable taxes (income, payroll, unemployment, etc.) relating to Contractor and Contractor's employees arising from payments received under this Agreement.

5. Insurance/Injuries

- 5.1 Contractor has sole responsibility and liability under this Agreement for bodily injuries to Contractor or Contractor's employees, including responsibility to provide appropriate workers compensation insurance. Contractor hereby warrants to (STATE NAME OF ORGANISATION) that Contractor is in compliance with any applicable workers compensation insurance law.
- 5.2 Contractor has sole responsibility to obtain any other desired insurance coverage (liability, medical, travel, life, etc.) for Contractor and Contractor's employees in performing this Agreement.
- 5.3 Neither Contractor nor Contractor's employees shall be deemed employees of (STATE NAME OF ORGANISATION) for any purposes, nor shall they participate in any (STATE NAME OF ORGANISATION) employee benefit or insurance programs.

6. Securities and Evacuation

- 6.1 Contractor's services hereunder may be performed in an area with existing or potential political or social unrest. Contractor agrees to assume all risks, including

damage to person and property, resulting from any such unrest. Contractor is solely responsible for the safety of Contractor's property and employees, and for obtaining any desired insurance protections with respect to Contractor's work in such countries.

- 6.2 Should Contractor be performing services in a country where (STATE NAME OF ORGANISATION) has operations, Contractor will coordinate with (STATE NAME OF ORGANISATION) on security issues. (STATE NAME OF ORGANISATION) may include Contractor in the security and evacuation planning and procedures that (STATE NAME OF ORGANISATION) conducts for its own staff, but Contractor is responsible for assessing the adequacy of such plans and procedures to Contractor's own satisfaction, and making alternative arrangements if judged necessary by Contractor.

7. Confidentiality

Contractor agrees to not discuss its performance of services under this Agreement with any third party without (STATE NAME OF ORGANISATION)'s written consent. Contractor agrees to hold in confidence for the benefit of (STATE NAME OF ORGANISATION) any confidential information which may be disclosed to Contractor, or to which Contractor may have access, as a result of this Agreement, including the results of Contractor's services hereunder.

8. No Assignment or Subcontracting

Contractor shall not assign its rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract to perform any portion of this Agreement, without the written consent of (STATE NAME OF ORGANISATION).

9. Access to Books and Records

Funds paid to Contractor under this Agreement are provided by a grant or cooperative agreement from theGovernment. Accordingly, in compliance with applicable regulations, Contractor agrees to provide (STATE NAME OF ORGANISATION) or an appropriate representative of the Government access to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

10. Rights to Works and Inventions

Contractor agrees that all materials, reports, information, documentation, inventions or other work product generated by Contractor in the performance of services under this Agreement are the property of (STATE NAME OF ORGANISATION), and Contractor hereby assigns all rights, title and interest in and to such items to (STATE NAME OF ORGANISATION), subject to any rights of the U.S. Government under applicable regulations.

11. Representations by Contractor

Contractor hereby represents and warrants to (STATE NAME OF ORGANISATION) that:-

- 11.1 Contractor is in compliance with all applicable laws regarding business permits and licenses that may be required to carry out the work to be performed under this

Agreement;

- 11.2 Contractor is not a party to any agreement restricting Contractor's ability to enter into this Agreement, and Contractor's performance of this Agreement does not require the consent of any person or entity;

12. Termination

- 12.1 (STATE NAME OF ORGANISATION) may terminate this Agreement at any time should the anticipated funding for this project from its donor(s) be eliminated, or for any other reason. In the event of such a termination, Contractor will be paid approved fees and expenses for services performed in accordance with this Agreement up to the date of termination.
- 12.2 This Agreement may be terminated immediately by either party in the event of a breach of the provisions herein by the other party, in addition to whatever remedies or damages are provided under the governing law.
- 12.3 This Agreement may be terminated by either party in the event of any intervening "force majeure" (natural disaster, war, etc.) recognized under the governing law. In the event of such a termination, Contractor will be paid approved fees and expenses for services performed in accordance with this Agreement up to the date of termination.

13. Indemnification

Contractor agrees to indemnify and hold harmless (STATE NAME OF ORGANISATION) from any and all claims or liabilities which may arise in the performance of this Agreement, except to the extent that such claims or liabilities arise from the gross negligence of (STATE NAME OF ORGANISATION).

14. Entire Agreement, Amendments

- 14.1 This Agreement supersedes any and all other agreements, oral or written, between (STATE NAME OF ORGANISATION) and Contractor with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties.
- 14.2 This Agreement may not be amended except by written agreement of the parties.

15. Governing Law, Settlement of Disputes

- 15.1 This Agreement shall be governed by Laws of Republic of
- 15.2 Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement which remains unresolved after negotiation shall be settled by binding arbitration before the an agreed based arbitrator(s). The arbitration shall be conducted in and shall be conducted in the English language. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives below:

(STATE NAME OF ORGANISATION)

CONTRACTOR

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

DATE: _____ DATE: _____

SPECIMEN