

- 2.3 The Subcontractor shall provide sufficient numbers of skilled workers and increase manpowers from time to time as instructed by the Project Manager.
- 2.4 If any works are not to the satisfaction the Contractor/Consultant, then the Contractor has the right to appoint another Subcontractor without any compensation to M/s. xxxxxxxxxxxxxx and all related costs be charged to M/s. xxxxxxxxxxxxxx account.
- 2.5 All the material shall be provided by the Contractor to the specific floor level, the subcontractor is to carry out further placing to the work location as required
- 2.6 Submission of Product Data & Technical Submissions and obtaining approval from the Consultant.
- 2.7 The Subcontract works shall include for all areas including curved and soffit areas.
- 2.8 Protection of the Subcontractor works.

3.0 SUB CONTRACT DOCUMENTS

- 3.1 This Letter of Acceptance.
- 3.2 Specifications: All relevant Main Contract Specifications. The complete sets if Main Contract specifications are available at the Site Office for the Subcontractor's reference and the Subcontractor shall be responsible to ensure over all compliances to Main Contractor Specification.
- 3.3 Drawings (all ID and Architectural Drawings): Complete set of constructions drawings are Available at the Site Office and the Subcontractor is responsible to study and comprehend .All related drawings and copies of those related drawings will be made available to the Subcontractor Upon request.
- 3.4 Contractor's Health and Safety Manual.
- 3.5 National Paints Factories Co's quotation ref:NPF/9224/P1-P4 dated 29th September 2008

4.0 SUBCONTRACT PRICE

- 4.1 The Subcontract sum shall be based on the following fixed unit rates based upon actual work done at site on a re-measurable basis.

Item	Work Description	Unit Price
1.	Internal Painting: 1 Coat latex based primer,2 Coat putty ,2coat flat PVA Acrylic Copolymer Emulsion –Light Colors (Internal Walls).	QR:10.00/M ²
2.	Internal Painting: 1 Coat latex based primer, 2coat putty ,2coat flat PVA Acrylic Copolymer Emulsion-Light Colures (Internal ceilings).	QR: 9.00/M ²

- 4.2 The Subcontract unit rates are fixed rates and are not subject to any escalation in prices for

any reason. The Contractor shall not commit to any minimum quantities for the Subcontract works.

- 4.3 The Subcontractor is deemed to have included in his quotation all components required, whether or not described in the Schedule or shown in the drawing ,but which are ordinarily deemed as an Integral part of the Subcontract Works and consistent with the requirements of the Works.
- 4.4 All measurements are strictly nett. The unit rates and the prices are deemed to cover tolerances,penetration,wastage ,overlaps,etc and the work is measured to the net finished limits as agreed with the Contractor .Progress measurement shall be made only for finished with standing to local trade custom.

5.0 PAYMENT TERMS

- 5.1 Application for payment to be submitted by the Subcontractor on 25th of every month for the actual work done at site.
- 5.2 Payment will be subject to the verification by signed sheets by the Project Manager and issuance Of a Payment Certificate by the Contractor thereafter. Any work sheet not signed by the Contactor will be rendered not valid for the payment until it has been signed.
- 5.3 All applications are required to be submitted with marked up drawings detailing the works done during the applications period .these drawings are to be confirmed as correct during a site walk through with a member of CDC's site engineer. Areas to be claimed must have build up sheet attached.
- 5.4 Certification will be made within 15 days of receipt of application .
- 5.5 Payment shall be released when Seattle Receive the payment of the client, within 60 days after Certification of invoice.
- 5.6 Payment is subject to the work receiving prior approval of the Consultant and the Contractor for the Measured areas before the payment is certified.
- 5.7 Prior to the final payment being made to the Subcontractor, the Subcontractor shall submit Evidence satisfactory to the Contractor that in relation to the Subcontractor's legal liabilities in the State of Qatar, the subcontractor has:
- a) Paid in full all its payrolls.
 - b) No outstanding labour claims itself .If any clearance from the Labour Department is required then it shall be submitted to the Contractor.
- 5.8 Acceptance of the final payment by the Subcontractor shall constitute a general released of the Contractor.
- 5.9 The Contractor shall at all times have the right to deduct from or set – off against my monies due or which will become due to the Subcontractor the sum of any expenses or costs for which they Contractor has made payment on behalf of the Subcontractor or for Court Proceeding or legal action or as a result of a default by the Subcontractor.
- 5.10 Advance Payment: Not applicable.
- 5.11 Retention at 10%to be deducted from each application .Retention shall be released on the

satisfactory completion of the Subcontract works along with the final payment.

- 5.12 Performance Bond;** In lieu of Performance Bond, the Contractor shall deduct an additional 10% of the gross value of work done from the Subcontractor's payment applications and the amount shall be released on completion of Main Contract maintenance period provided that the Subcontractor has fulfilled all its obligations and no disputes are in force.

6.0 PROGRAMME

- 6.1 Start Date** Immediately after signing this Letter of Acceptance.
- 6.2 Duration** Reviewed during Execution of Subcontract. Areas will be awarded in line with performance.
- 6.3 Completion** As per agreed area wise programme. Programme of work to be concurred by Subcontractor.
- 6.4 Liquidated Damages** QR 1,000/- per day or part thereof for each cases of delay o date of Completion as per clause 6.3 limited to a maximum of 10% of the sub Contract amount.

7.0 SAFETY AND SECURITY

- 7.1** The Subcontractor shall fully implement the Contractor's ES&H procedure (a copy of which will Be made available to the Subcontractor) and recognize the importance of the safe working practice adopted on this project to maintain strict safe working procedures .The subcontract shall be rigorously enforced at all levels of work to ensure the well being of the work forced and the subcontractor must ensure that no accident or other incident occurs which may cause delays to the timely completion of the project.
- 7.2** The contractor security police must be strictly adhered to Gate passes will be issued for all of The subcontractor's personnel and handover to the contractor upon handling over the sub-Contractor works.
- 7.3** Should the Subcontractor fail in their obligation to provide adequate supervision of their site Operatives the contractor shall oversee this responsibility and monies shall deducted from the Subcontractor account to reimburse the Contractor for this lost time.
- 7.4** The Subcontractor or their operatives failing to comply with the Contractors ES&H procedure shall be removed from site with immediate effect and shall not be permitted to return to the site.

8.0 INSURANCE

- 8.1** The Subcontractor shall effect insurance against such risks, and in such sums, as are specified Under the Qatar Labour Laws, and shall maintain such insurance from the time that the Sub Contractor signs this Subcontract Agreement until he has finally completed his contractual Obligations.
- 8.2** The Subcontractor's works is covered under the Contractor's All Risk (CAR) policy excluding

Following policies, this should be taken by the Subcontractor against his liability.

8.2.1 Workman's Compensation Insurance (for his workers)

8.2.2 Plant and Machinery Insurance (for his equipment).

8.2.3 Motor vehicle insurance (for his vehicles).

9.0 EMPLOYMENT.

9.1 The Subcontractor must abide by all the local laws of the State of Qatar In carrying out this Subcontract and with regard to the local laws of employment .The Subcontractor shall submit proof of the workforce sponsorship.

9.2 The Subcontractor must ensure that his workforce abides by the laws of State of Qatar.

9.3 Any fines levied by the Government authorities due to the non compliance of the local labour Laws will be solely to the Subcontractor's account; The Contractor will take no responsibility for any liabilities arising out of such acts.

10.0 WORKING HOURS

The Sub contractor has to work extra hours, whenever necessary, to achieve the completion Of any activities requested by the Contractor, for which all facilities shall be provided by the Contractor.

11.0 SUBCONTRACTOR'S OBLIGATION

11.1The Subcontractor must abide by the all the local Laws of the State of Qatar in carrying out This contract and with regard to the local laws of employment .The Subcontractor must Ensure that his work forcer in a similar manner abide by the Laws of the state .It is a strict requirement that all the personal are within the Contractor's sponsorship only.

11.2 Any fines levied by the Govt. authorities due to the non compliance of the local labour laws will be solely to the Subcontractor's account .The Contractor will take no responsibility for any liabilities arising out of such acts.

11.3 Subcontractor shall be responsible for workers accommodation & all related facilities Transportation and Personal Protective equipment.

12.0 SITE FACILITIES

12.1 Scaffolding <4mhigh	Supply by Contractor, Erection, replacing and dismantling to be by the Subcontractor Scaffold ties to be provided by the Contractor.
12.2 Electricity	By Contractor.
12.3 Phone/Facsimile	By Sub-Contractor,
12.4 Site Office/Workshop/Store	By Contractor
12.5 Site Office Furniture	By Sub-Contractor

- 12.6 Security By Contractor
- 12.7 Carnage By Contractor
- 12.8 Hoisting/Material to work Place By Sub contractor
- 12.9 Storage By Contractor
- 12.10 Storage Responsibility By Sub contractor

We trust this is satisfactory and look forward to working together .To indicate your receipt of these Letter ,and your confirmation of this consent as representative of the agreement made between us please sign and stamp in all pages and the space below and return the original to the undersigned. The Letter of Acceptance shall be invalid,if we do not receive your acceptance 7 days from the days of this letter.

Yours Sincerely,
 For: **Seattle Contracting Co.**

Francisco Garrote
 Sales Manager

Signed for & on behalf of M/s XXXXXXXXXXXXXXXXXXXX

Signature : _____

Name : _____

Position : _____

Date : _____

Original to be returned to the Subcontractor.