

PROJECT TITLE	ZF-024 ZONAL FRAMEWORK CONTRACT FOR ROAD MAINTENANCE – QATAR AREA 5
SUB-CONTRACT AGREEMENT FOR	MANHOLE RECTIFICATION WORKS

This agreement is made on the 2nd day of October 2022 between **M/s Alcat Contracting Company W.L.L.**, P.O. Box 681, Doha, Qatar of the first party, hereinafter referred to as the 'Contractor' and **M/s Civilco Contracting**, P.O. Box No. 36260, Doha, Qatar, of the second party, hereinafter referred to as the 'Sub Contractor'.

Whereas the Contractor has a Contract with **Public Works Authority (ASHGHAL)**, the Client, for the complete construction and maintenance for all the works constituting the Contract known as "ZF-024 Zonal Framework Contract for Road Maintenance – Qatar Area 5". The Contractor wishes to have **Manhole Rectification Works** for the above project, known hereinafter as the sub-contract work completed, and maintained by the Sub Contractor.

The Sub Contractor agrees to carry out the said subcontract works at the above site for a subcontract price of **QR 108,179.21 (Qatari Riyals: One Hundred Eight Thousand One Hundred Seventy Nine and Dirham Twenty One only)**. The unit rate for all items of work is fixed. Work done will be re-measured and Sub Contractor can claim only those quantities approved by Client back to back.

Subcontractor agrees to the following terms and conditions.

CLAUSE 1 : SCOPE OF WORK

As per attached Bill of Quantities.

CLAUSE 2 : MATERIALS, LABOUR AND PLANT

The Subcontractor agrees to supply all materials, labour and plant as necessary to carry out the sub-contract works in accordance with the QCS 2014 and project specifications, drawings and Contractor's programme requirements.

CLAUSE 3 : TERMS AND CONDITIONS

In this Agreement:

The Contractor is **Alcat Contracting Company (ALCAT)**
Civilco Contracting (CIVILCO) is The Subcontractor



ALCAT Contracting Co. W.L.L.

(A Subsidiary of Zad Holding Company Q.P.S.C.)

P.O Box : 681, Doha, Qatar

Tel: +974 4443 4241, Fax : +974 4441 2872

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C.R. No.: 53



شركة الكات للمقاولات ذ.م.م.

(مملوكة لشركة زاد القابضة ق.م.م.ج)

ص.ب. ٦٨١، الدوحة، قطر

هاتف: ٤٤٤٣٤٢٤١ (+٩٧٤)، فاكس: ٤٤٤١٢٨٧٢ (+٩٧٤)

بريد إلكتروني: info@alcatqatar.com | www.alcatqatar.com

سجل تجاري رقم: ٥٣

The Contract shall comprise this agreement together with the following documents:

- a) The specification as detailed in Clause 5 hereof.
- b) M/s. Civilco Contracting quotation CC/QO/CAT/22/21R dated 1/10/2022.
- c) All other related documents issued by Contractor and received by the Sub Contractor formally before signing the contract.
- d) The conditions in this subcontract agreement shall prevail over the conditions in the Subcontractor's offer referred to in item (b) of this clause.
- e) In the event of discrepancy between Agreement and Quotation, the priority of documents shall be in the following sequence: The Main Agreement (first priority), Subcontractor Quotation (second priority).

CLAUSE 4 : DRAWINGS

The drawings referred to in this sub-contract shall include all drawings relating directly and indirectly to Manhole Rectification Works received by the Sub Contractor before signing the Contract.

CLAUSE 5 : SPECIFICATIONS

- a) Rectification and Reinstatement of Manholes which consist of the following :-
 - i. Coordination with the asset owner;
 - ii. Re setting of manhole cover and frames
 - iii. Providing or replacing mortar, coatings, sealants, lining and liners improve structural condition;
 - iv. Repair to subgrade structural defects and pavement layers
- b) A survey shall be upon completion of the Works of the re-settled/newly installed assets to verify all works which have been conducted and evidence that all are in accordance with the Framework Contract and the Authority's requirements;
- c) The Contractor shall ensure that all unwanted services, surplus excavated material waste, and waste products or any redundant items are removed from the Site and disposed of within a period provided to the Engineer subject to the non-objection of the Engineer such items shall be placed into storage;
- d) Any damage to Ashgal assets, private property or disturbances to the general public at the site as a result of Contractor's negligence or failure to maintain sites will be Contractor's responsibility to restore, rectify and reimburse if required.
- e) Complete Consultancy with Client / Consultant & other related required Authorities for obtaining the requisite approvals, Testing, Commissioning, Preparation of Shop Drawings & Obtain Approval, Preparation of As Built Drawings & Obtain Approval.

8. Sub Contractor to bear the full negative variation for change in specification proposed by him to suit his requirement from the original specification for his benefit if imposed by the Client.
9. For the execution of work all the tools and machinery shall be arranged by Sub Contractor.

CLAUSE 21 : PAYMENT TERMS:

- a) Payment terms is 45 days after submission of the invoice along with approved RFIs.
- b) Retention of 10% (Ten percent) shall be made from each invoice which shall be released as follows:
 - i. 5% (Five percent) (First Half) retention shall be released upon completion of work and receipt of completion certificate from Contractor.
 - ii. 5% (Five percent) (Second Half) retention shall be released upon completion of 400 days Maintenance Period and receipt of Maintenance Certificate from Contractor.
- c) Sub Contractor will submit performance cheque guarantee (validated by bank) equivalent to 10% of Subcontract value valid for 400 days from completion of work and receipt of maintenance certificate from Contractor.

CLAUSE 22: INSURANCE POLICIES

Insurance policies for Sub Contractor's workmen compensation and equipment shall be done by the Sub Contractor to be submitted to the First Party.

CLAUSE 23: LANGUAGE

The contract shall be construed and interpreted according to English language & only English language shall be used for the project correspondence.

CLAUSE 24: SUBLETTING

Subletting the work or part of the work is not allowed to third party without written consent of First party.

CLAUSE 25: SAFETY AND ENVIRONMENTAL PLAN

The Sub Contractor shall follow the contractor's health, safety and environmental plan and relevant laws in operation in the State of Qatar to ensure safe working place and environmental quality protection. This shall be referred in **Appendix 5** on this Sub-Contract Agreement.

CLAUSE 26: QA/QC PLANS

The Sub Contractor shall follow contractor's Quality Assurance and Quality Control system/plan to ensure that the required quality objectives are met.

CLAUSE 27: CONFIDENTIALITY

The Sub Contractor shall keep all aspects of this Agreement and all matters arising from the works confidential and shall not disclose these details to any third party except to the extent required by the law, or with the written consent of the Contractor.

Signed for and on behalf of the Contractor:

Signature 
Name : Dr. Hossam Banna, P. E., Ph.D.
Position : General Manager

Date: 5/10/2022

Signed for and on behalf of the Subcontractor:

Signature 
Name : Mr. Makram Faraj
Position : General Manager

Date: 5/10/2022



VARIATION ORDER NO. 02 TO SUB-CONTRACT AGREEMENT REF: ALCAT/84696
(MANHOLE RECTIFICATION WORKS)

This variation order is issued to **M/s Civilco Contracting** in accordance with Clause 17 of subject Sub-Contract Agreement for Manhole Rectification Works. The Subcontractor is hereby instructed to carry out the works in accordance with this variation of work.

Variation Detail: Refer to attached Bill of Quantities

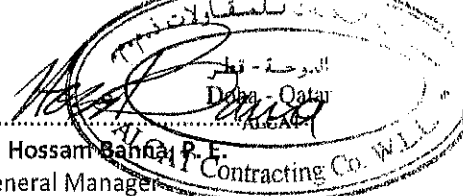
Variation Summary

Sr No.	Description	Value (QR)	Remarks
1	Manhole Rectification Works	108,179.21	Original Subcontract Value (QR)
2	Civil Works for Street Light	124,250.00	V.O. No. 1
3	Recycled Subbase	238,545.00	V.O. No. 2
	Revised Subcontract Amount (QR)	470,974.21	

All Terms and Conditions remain same as per the above cited Subcontract Agreement.

Please confirm your acceptance of the above variation order by signing below.

Signed for and on behalf of the Contractor:

Signature:  Date: 16/1/2023
Name: Dr. Hossam Banna P.E.
Position: General Manager
Civilco Contracting Co. W.L.L.

Signed for and on behalf of the Subcontractor:

Signature:  Date: 16/1/2023
Name: Mr. Makram Faraj
Position: General Manager



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VARIATION ORDER NO. 2
PRICE COMPARISON FOR MANHOLE RECTIFICATION

Reference	Description	Unit	Quantity	Subcontractors						Budget	
				Civilco Contracting	Entitlement		Chinar Group		Rate	Amount	Rate
				Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount
ZF.F.F.New568	Recycled Materials as per the New Recycling Guidelines; Sub-base & road base Recycled aggregate: Sub-base and road base. Granular Road Base Class B, 450mm thick, in compliance with the QCS and subject to the Engineer's acceptance	m2	13,950.00	17.15	238,545.00	33.18	462,861.00	23.32	325,314.00	18.44	257,238.00
	TOTAL				238,545.00		462,861.00		325,314.00		257,238.00
			Payment Term:	Back to back within 7 days from receipt of payment from Client.		40% - Advance, 50% upon Progressive Invoice, 10% after completion of Works.		20% - Advance Payment- Balance payment two weeks upon weekly submission of invoice.			

F
14/10/23

[Signature]

[Signature]

Proposed Supplier & Reason
Civilco Contracting
Lowest Price

Procurement Engineer

Finance Manager

General Manager