

PROJECT TITLE	ZF-067 ZONAL FRAMEWORK FOR ROAD MAINTENANCE – DOHA NORTH AREA 20
SUB-CONTRACT AGREEMENT FOR	STREET LIGHT WORKS

This agreement is made on the 17th day of April 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 Electro Mechanical Engineering Services Co.**, P.O. Box No. 21412, 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-067 Zonal Framework for Road Maintenance – Doha North Area 20**". The Contractor wishes to have **Street Light 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. 4,941,750.00 (Qatari Riyals: Four Million Nine Hundred Forty One Thousand Seven Hundred Fifty 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

- Supply, Installation, Testing and Commissioning of Street Light Works with work description detail in the attached bill of quantities. All required equipment to carry out and complete the works are under the scope of Subcontractor.
- 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.

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.



ALCAT Contracting Co. W.L.L.

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

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C.R. No.: 53



شركة الكات للمقاولات ذ.م.م.

(مملوكة لشركة زاد القابضة ق.ب.س.ج.)

ص.ب. ٦٨١، الدوحة، قطر

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

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

سجل تجاري رقم ٥٣

CLAUSE 3 : **TERMS AND CONDITIONS**

In this Agreement:

The Contractor is Alcat Contracting Company (ALCAT)
Electro Mechanical Engineering Services Co. (EMESCO) .- The Subcontractor

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

- a) The specification as detailed in Clause 5 hereof.
- b) M/s. EMES/2021/0904 Rev.1 dated 21/10/2021 & Letter of Award (LOA) ref. ALCAT/83579 dated 1/11/2021.
- 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 letter "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 Agreement (first priority), LOA (second priority), Subcontractor quotation (third priority)..

CLAUSE 4 : **DRAWINGS**

The drawings referred to in this sub-contract shall include all drawings relating directly and indirectly to Supply, Installation, Testing and Commissioning of Street Light Works received by the Sub Contractor before signing the Contract.

CLAUSE 5 : **SPECIFICATIONS**

The specification referred to, in this sub-contract, is as per requirement in the main contract and project specifications with all general clauses relating to Supply, Installation, Testing and Commissioning of Street Light Works and this is only applicable for documents handed-in to the Sub Contractor formally before Contract signature.

CLAUSE 6 : **SUBCONTRACTOR'S PROGRAMME**

- a) The Sub Contractor agrees to carry out the works in accordance with the Contractor's programme which may be varied from time to time at the discretion of the Contractor. The Contractor shall advise the Subcontractor of any such adjustment.
- b) The Sub Contractor shall coordinate with all other Sub Contractors on site. The 100% access is not guaranteed and Sub Contractor is expected to allow other work simultaneously. Sub Contractor is expected to catch up the progress by increasing manpower & working long hours without obligation to the Main Contractor.

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- c) The programme is subject to approval by Main Contractor and any necessary amendments shall be accepted in a back to back basis with the Client in case the job is delayed due to fault of Subcontractor.
 - d) Sub Contractor shall submit a construction programme which includes the following immediately after signing the subcontract agreement:
 - 1. Detailed Weekly Schedule
 - 2. Handing over schedule including cleaning up of your works.

CLAUSE 7: FACILITIES

- a) Sub Contractor has to arrange all the tools and facility needed to complete his work.

CLAUSE 8 : PARTICULARS

The following contract particulars shall be included in this contract.

- a) Sub-Contract Starting Date: 17 April 2022
- b) Sub-Contract Completion Date: 6 August 2022, subject to site condition.

CLAUSE 9 : PENALTY

9.1 If the Subcontractor fails to complete the works wholly or partially within the prescribed time for completion in the contract due to reason attributable to Subcontractor only, the Subcontractor shall pay the Contractor the amount as indicated in the attached "Penalties Table 1, 2 and 3" as penalty for delay per day or part of the day not exceeding 10% of the contract value. The said penalties shall be payable without notice or recourse to legal proceedings and shall be deducted from any payment due or which may become due to the Subcontractor.

9.2 Any penalties applied by the Client to the Contractor due to Sub Contractor's failure shall be applied to the Sub Contractor on back to back basis and shall be deducted as stated in Sub-clause 9.1 above.

CLAUSE 10 : MATERIAL INSPECTION

Inspection request for the material delivered at site shall be submitted within 24 hours after delivery by the Sub Contractor to the Main Contractor and which will be forwarded to the Client for approval before actual use at site.

CLAUSE 11 : **ISSUED FOR CONSTRUCTION DRAWINGS**

Issued for Construction drawings for execution of work shall be provided by the Contractor to the Sub Contractor.

CLAUSE 12 : **WORK INSPECTION**

Inspection request shall be submitted by the Sub Contractor to the Contractor Representative within 24 hours of completion of each activity in order to obtain approval from the Consultant/Client. All work completed at site shall be subject to approval by the Consultant/Client.

CLAUSE 13 : **DEFECTIVE WORK REPAIR/REPLACEMENT**

Defective work if commented by Contractor or Consultant/Client shall be repaired/replaced by the sub contractor at his risk and cost up to the end of sub-contract duration.

CLAUSE 14 : **STAFF SCHEDULE AND RESOURCES**

The Sub Contractor shall submit a schedule of staff, labour, and plant allocated to this subcontract within 3 days after signing this agreement and that shall form an integral part of this agreement. This will not relieve the Sub Contractor of his contractual obligation to meet the completion period of different milestones if the above to be inadequate. The Sub Contractor will be required to supplement the above with adequate resources to meet the completion period of different milestones and final completion date.

CLAUSE 15 : **DELAYS FROM SUB CONTRACTOR**

If during execution of the subcontract works, the Main Contractor realizes that the work is getting delayed due to shortage of manpower, material, tools, plants, etc. to keep up with the progress of works required by the programme or that the standard of workmanship is not acceptable, then the Contractor reserves the following options:

Option-1: Contractor will give only five days notice to the Sub Contractor to improve progress and to put sufficient resources to meet the required rate of progress. If this is not achieved by the Sub Contractor then the Contractor shall engage additional resources to help the Sub Contractor in achieving the required rate of progress which shall be done at the risk and cost of Sub Contractor.

Option-2: If Sub Contractor is not showing any interest to improve the works then the Contractor has full right to terminate the sub-contract after a notice period of two weeks and to remove Sub Contractor and his Agents from site, bring in another Sub Contractor to complete the works and retain any or all money due to Sub Contractor and use them for settling damages, cost or expenses sustained due to default of the Sub Contractor. Any residual money left after all above has been settled, shall be paid to

the Sub Contractor upon getting final completion certificate and receipt of final payment from the Client.

CLAUSE 16 : SITE REPRESENTATION

Sub Contractor shall provide continuously on site a representative to receive and comply with instructions from the Contractor after commencement of sub-contract works. The Sub Contractor will make frequent site visits during the sub-contract period. Sub Contractor should make their own arrangements for the collection of correspondence from the Contractor's main office regularly.

CLAUSE 17 : VARIATIONS

The Contractor shall have the right to vary the quantities as directed by the client (increase and/or decrease) as per the following:

- a) In the event of variation the Contractor shall serve a variation order in writing to the Sub Contractor. Any variation applied by the Client to Contractor will be applied to Sub Contractor.
- b) Pricing of variation works shall be as per the contract price provided that in case of lack of prices in the contract documents parties shall mutually agree on the prices as per the market rates.
- c) Verbal variations shall be acknowledged by the Sub Contractor in writing such acknowledgement shall be deemed as variation order.
- d) Payment for additional scope of works shall be paid after receiving Client approval for the completed works.

CLAUSE 18 : VALUATIONS

The Sub Contractor shall submit his monthly valuations to the Contractor on 25th of each calendar month with details of value of work executed to date for inclusion in the Contractor's monthly valuation submission. If submission is made late, it will be considered for next month valuation only.

CLAUSE 19 : DISPUTE RESOLUTION & GOVERNING LAW

This Contract shall be governed by Qatari laws and Qatari courts shall have the full jurisdiction to resolve any relating dispute.

CLAUSE 20: CONDITIONS

General conditions related to all services

1. The defect liability period is 400 days after completion of sub contract works by the Sub Contractor.
2. Coordination with Consultant's/Client's representative shall be under Sub Contractor's and Contractor's scope.

3. Coordination with KHARAMAA and other required Authorities and obtain necessary approvals is under Subcontractor's scope of works.
4. All The Subcontractor shall follow the provisions contained in the Responsibility Matrix and Key Performance Indicator (KPI).
5. The Sub Contractor will pay all cost to fix any damage inflicted by him or any representatives during his work.
6. Site to be kept neat & tidy and Sub Contractor shall clear his rubbish on weekly basis; failing to do so shall be done by the contractor at the risk and cost of the Sub Contractor to maintain the site neat & tidy. Main Contractor will provide suitable location to deposit the debris/rubbish at site.
7. Protection of services works to be carried out by Sub Contractor including protection of other completed works if their works goes out of sequence and required to carry out extra protection for other completed works.
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) 10% Advance Payment against Guarantee Cheque of same amount as the advance payment value; Balance by Progress Invoice payable after 30 days from work completion and submission of Invoice along with approved Inspection Request.
- b) Advance payment will be recovered from the monthly progressive billing with the same percentage of invoice value submitted by EMESCO.
- c) 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.
- d) 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.

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. Contracting Co. W

Position : General Manager



Date: 23-4-2022

Signed for and on behalf of the Subcontractor:

Signature

Name : Mr. Kamal Halta

Position : General Manager



Date: 20.4.2022