



ALL PAYEE ONLY  
Name: ISRAEL

شركات  
Corporate

رقم الشيك  
Cheque No. 00005263

Date: 06-Feb-2024 5p10

Pay to the order of or bearer	** ALMISNAD SOUS TRADING CONT **	ادفعوا لاسم الخالص
----------------------------------	----------------------------------	-----------------------

Amount	** NINETY FIVE THOUSAND TWO HUNDRED FIVE ONLY **	المبلغ	رقم	95,205.00
In words		بالكلمات	Q.R.	

GULF UNITED REAL ESTATE INVESTMENT  
A/C No. 1000-00824-416

Signature \_\_\_\_\_ s429113

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#00005263#01:634020015:#00000100000824416#

## PAYMENT ADVICE

**Gulf United Real Estate Investments Comp**

Al Meena Street

P.O. BOX: Doha Qatar

Email



**PAYEE NAME : ALMISNAD SONS TRADING CONT**

20302378

**ALMISNAD SONS TRADING CONT**

**DOHA-Doha**

almisnad@almisnadsons.com

**Paym Date:**

**Doc.No:**

2434000269

**Payment Method :**

**Exch.rate:**


**Remarks:**

Roof waterproofing & Common Toilets - Najma

Ref. Doc. No	Posting Date	DC Type	Sup. Doc. No	Sup. Doc. Date	Currency	Doc Amount	Adjustment	Pay. Amount
2433000082	14.01.2024	KR	9483/2023	14.01.2024	QAR	95,205.00		95,205.00
<b>Total</b>					<b>QAR</b>	<b>95,205.00</b>	<b>0.00</b>	<b>95,205.00</b>

Bank Name	A/C No.	Cheque No	Cheque Date	Currency	Amount	Remarks
<b>DUKHAN BANK</b>	<b>100000824416</b>	<b>00005263</b>	<b>06.02.2024</b>	<b>QAR</b>	<b>95,205.00</b>	

**Amount in Words :** Qatari Riyal Ninety-Five Thousand Two Hundred Five Only

  
Created 06/02/2024

  
Verified 11/02/2024

  
Authorised

### Receiver's Details

Kindly Acknowledge the receipts

Name :

Signature :

### Payment Request Approvals

Pay. Req. Ref	PR Date	Creator	Level 1	Level 2	Level 3	Level 4	Level 5

GULF UNITED REAL ESTATE INVESTMENT CO.

Supplier: ALMISNAD SONS TRADING CONTRACTING CO. WLL										Total
Roof Waterproofing works for GUC Residential properties							Contract Value		1,050,000.00	
Particulars	Invoice No.	Villa	Cheque Date	Advance Payment 20%	Progress Billing	Cumulative Billing	Advance Recovery@20%	Retention @5%	Net Payable	Paid Cumulative Amount
Advance	6035/2021		3-Jan-22	21,721.40			-		21,721.40	21,721.40
Progressive Invoice 1	6018/2022		25-Aug-21		109,306.00	109,306.00	21,721.40	5,465.30	82,118.60	110,140.00
Progressive Invoice 2	7225/2022	2W-25,26,37	27-Dec-22		88,187.00	197,493.00	-	4,409.25	81,777.75	191,517.75
Progressive Invoice 3	8206/2022	2W-7,20,17	27-Dec-22		88,187.00	285,680.00	-	4,409.25	81,777.75	273,285.50
Progressive Invoice 4	8306/2022	DM-4002-4003,4002-4003,4007-4008	3-Jan-23		165,691.00	451,371.00	-	5,262.55	100,208.45	373,867.75
Progressive Invoice 5	8811/2022	CS-4-030-100	2-Apr-23		79,212.00	530,583.00	-	3,960.94	75,251.40	449,015.55
Progressive Invoice 6	9011/2022	CS-41-353-208 & 318-252	6-Jul-23		118,818.00	649,401.00	-	5,941.00	112,877.00	561,882.55
Progressive Invoice 7	8691/2022	DM-4082-4100, 4185-4142, & 4132-4182	27-Aug-23		285,851.00	935,252.00	-	5,285.00	100,266.00	662,100.55
Progressive Invoice 8	9015/2022	Rdby-3012-3022, 3012-3022, 3057-3067	21-Aug-22		265,897.00	1,201,149.00	-	5,252.00	98,004.00	760,164.55
Progressive Invoice 9	9018/2022	Sapphire 5002, 5022, 5032, and 5022	31-Aug-22		67,608.00	1,268,757.00	-	3,380.00	94,228.00	854,382.55
Progressive Invoice 10	9481/2022	Nigra all Pools Common Toilets	30.12.2023		300,216.00	1,568,973.00	-	5,011.00	95,205.00	949,587.55
Total				21,721.40	967,787.90		21,721.40	48,380.80	916,887.35	-



**Al Misnad Son's**  
TRADING AND CONTRACTING CO. W.L.L.  
شركة ابناء المسند للتجارة والمقاولات  
WATERPROOFING DIVISION

Tel : +974 44877514/524  
Fax : +974 44877534  
CR No: 29333  
P.O. Box No: 12368, Doha - Qatar  
E-mail: almisnad@almisnads.com  
www.almisnads.com

2433000082

0434000269

Date : 30th December 2023    (v)			Proforma Invoice No:9483/2023		
To    Gulf United Real Estate Investment PB Box : 12750 Doha - Qatar Tel : 44321560    Fax : 44320631 Email : effatiheltaq@hotmail.com			Invoice Submittal No: 11		
			Sub Contract Offer Ref # 1297B		
			Dated: 22nd Sep 2021		
			Our Job Number 4963/2021		
PROJECT : Roof Waterproofing Works for GUC Residential Properties					
Item	Details	No. of Units	Unit	Unit price QRs. Dh.	Amount QRs. Dh.
	Supply & Application of Waterproofing Jobs at GUC Residential Properties				
A)	Total Contract Value				1,050,000.00
B)	Job Completed				
1	Najma - All Roofs	1	No	37,180	69,400.00
2	Common Toilets	2	Nos	18,500	37,000.00
	Grand Total				106,400.00
	Discount				6,184.00
	Total				100,216.00
C)	Deductions:				
	Advance payment received				0.00
	5% Retention				5,011.00
	Total Deductions				5,011.00
D)	Payment Due				95,205.00
(Qatari Riyal Ninety five thousand two hundred five only)					

**Bank Account Detail:-**

Account : Al Misnad Sons Trading & Contracting Co. W.L.L.  
Bank : Qatar National Bank  
A/c No : 0025 104800 001  
Swift Code : QNBAAQAXXX  
Iban No : QA89 QNBA 0000 0000 0025 1048 0000 1

POSTED

Water Proofing work completed at Suba



Handwritten signature

Handwritten signature  
14/01/2024  
14-07-2024  
Invoice received on 13-1-2024







### CONTRACT AGREEMENT

This CONTRACT AGREEMENT (Contract) is made the day of 06<sup>th</sup> November 2021 between **M/s. Gulf United Real Estate Investments Co W.L.L.** P.O. Box:3805, Doha-Qatar, Tel: +974 4435 5501, Fax: +974 4448 9705, hereinafter called the "**Client**" and

**M/s. Al Misnad Son's trading and contracting co. W.L.L** P.O. Box:12368, Doha-Qatar, Tel: +97444877514, Fax:+97444877534, hereafter called the "**Contractor**" WHEREAS the Client is the Owner of the Properties of residential compounds and industrial property Situated at different ZONES **Abu Hamour, old airport, Legatifa, Najma, Old airport and Industrial Area, Doha-Qatar** is desirous that certain works should be executed in the said properties by the Contractor viz., **Roof waterproofing works for GUC Residential properties AND WHEREAS** the Contractor undertakes to complete, maintain, and deliver up the whole of the said works as the Contractor is specialized in such works, within the Contract Period.

#### **1. Scope of Works**

- 1.1 The Contractor shall be obliged to construct and complete the Works as mentioned hereunder in accordance with requirements stipulated in the **drawings, specifications, BOQ, Contractor's offer Ref: 1279B, dated 22<sup>nd</sup> September 2021** all of which form part of the Contract documents.
- 1.2 The Contractor does not claim to include every detail and all technical information for the Works. The Contractor shall however comply with its manifest intent and general purpose taken as a whole and shall not avail itself of any errors or omissions.
- 1.3 Any omission or deficiency in the technical information which may be reasonably implied shall be deemed required and to have been provided for in the Contract Price and shall not be subject of a Variation.
- 1.4 Shop drawing to be provided for the approval of the Engineer in-charge before starting of the Works.
- 1.5 All materials shall be procured from approved suppliers & to the satisfaction of the Engineer in-charge, all material submittal shall be submitted by the Contractor for Engineer approval.
- 1.6 Complete coordination with Client and Client's representative is included in the Works.
- 1.7 During execution of the Works if any damage happens to the Govt. or private properties shall be the whole and sole responsibility of the Contractor to fix the same.
- 1.8 All as Built Drawings to be provided by Contractor.





- 1.9 The contractor shall remove the existing loose material from the roof, existing bitumen sheet, grinding the existing surface and cleaning of roof surface to receive the bitumen paint.
- 1.10 The contractor shall safely remove all the existing services from the roof like AC outdoor unit, water tanks, heaters etc and refixed the same after completion of water proofing leak test & its related works.
- 1.11 The contractor shall supply and apply the primer and 4mm Granule/Slated membrane for complete roof and all upstands. Torch applied waterproofing membrane to be install at on primed surface as base layer.
- 1.12 Cleaning the surface of the slab and removing all loose materials.
- 1.13 Supply and apply 100mm thick screed with all its civil works manually to work on roof. (Concrete pumps are not allowed inside the premises).
- 1.14 Supply and application of bitumen primer.
- 1.15 Supply and laying 4mm granule/slatted sheet membrane.
- 1.16 All upstands to be coated with primer and covered with 4mm thick bitumen sheet.
- 1.17 Skirting and wall surfaces shall be 200mm high with 20mm grooving all over for proper finish of joints.
- 1.18 Supply and installation of Aluminum flashing 1mm thick with all its weatherproof sealant for the complete length of the wall including all its civil works.
- 1.19 The contractor shall do the water leak test for 2 days for the roof & shall provide warranty of 7 years for the complete roof waterproofing works.
- 1.20 The contractor shall do the complete toilet block waterproofing works including all its Civil, Finishes and MEP works as per the scope of works mentioned in the BOQ provided.
- 1.21 The contractor shall remove the gravel from the roof and cartaway to approved dumping yard.
- 1.22 All the debris shall be removed from sites and cartaway to approved dumping yard on timely basis.
- 1.23 Water and electricity required at site for the works to be arrange by the contractor.
- 1.24 Any permit required for the execution of works to be arrange by contractor.







- 1.25 The contractor shall follow normal working hours for roof waterproofing works and submit schedule of works for client approval.
- 1.26 The contractor staff shall follow the rules and regulations for the residential compounds and shall do close coordination with the client supervisors of each compound during the works without disturbing to the existing tenant inside the premises.
- 1.27 All the builder works for the complete roof waterproofing works is included in contractor scope of works.
- 1.28 The contractor shall submit Method of statement, risk assessment, ITP, all submittals to be provided for client approval before proceeding of works at site.
- 1.29 Full time supervision at site is included in contractor scope of works.
- 1.30 The Works shall be carried out as per the latest QCS requirement.
- 1.31 The Contractor shall make sure all the local rules and regulations applicable in the area of jurisdiction is complied General Condition of Qatar law shall be applicable.
- 1.32 If any materials or equipments or services required are available in our group of businesses, the Contractor shall buy the same from Client.
- 1.33 All the safety rules & regulation of the premises as per HSE officer or supervisor must be followed strictly.
- 1.34 Complete coordination with all the parties involved in the project client/client representatives is included in the contractor scope of works.
- 1.35 This is a Lump Sum work Contract for the Roof waterproofing works project and no variation will be entertained. The descriptions contained in the Bill of Quantities are not necessarily complete. The Contractor shall execute the Works in accordance with the intent and meaning to complete the Contractor's Scope of Works.

## 2. Contractor Performance

- 2.1 The Contractor shall strictly comply with the Contract provisions and all technical information referred to Contract documents, herein or thereafter furnished by the Client.
- 2.2 Any changes to the Contract which involve a change to the Contract Price, or an extension of the Contract period must be authorized in writing by the Client, prior to the work being carried out.



- 2.3 The Works shall be performed with due care, diligence, and efficiency and in accordance with good practices and accepted professional standards and in a manner that safes the Client's interests.
- 2.4 The Contractor agrees that it has inspected the Work's Site and surrounding locations and satisfied itself as to the nature of the Works.
- 2.5 The Contractor shall be responsible for safety during performance of the work and shall strictly comply with all laws, regulations pertaining to health or safety and shall provide its personnel all necessary personal safety equipment.
- 2.6 The Contractor shall ensure that its personnel and its subcontractor's employees are aware and follow the best practice of safety procedures.

### 3 Inspection, Testing and Approval of the Works

- 3.1 The Contractor shall make available for the Client or its representative inspection at all reasonable times all relevant documents including but not limited to schedules, drawings, reports, and recommendations.
- 3.2 The Client shall have the right to inspect, test and examine all materials, supplies, consumable, machinery, and equipment provided and Works performed by the Contractor or any of its subcontractors.
- 3.3 The Contractor shall give the Client adequate **12 hours** prior notification of any inspection or tests are to be witnessed by the Client or his representative. In case any part of the Works is closed in or covered over before the required inspection and without agreement of the Client then, if required by the Client, that part of Works shall be opened or uncovered for inspection or witnessing of testing and re-closed or re-covered by the Contractor.
- 3.4 The Client shall have the right to reject any part of the Works not complying any requirements including but not limited to faulty workmanship, service, materials or equipment. Upon receiving notice of rejection, the Contractor shall immediately commence re-perform, repair or replace the defective part of the Works.
- 3.5 The Contractor shall be responsible for any costs and delays relating to re-performance, repair, testing, uncovering and inspection.
- 3.6 Upon completion of the Scope of Works or part thereof, the Contractor shall issue to the Client the Substantial Completion Certificate for acceptance. The Substantial Completion Certificate shall be signed and returned by the Client within seven (7) days from the date of its submission.

### 4 Contract Price





- 4.1 As a full compensation (**Lump Sum**) for the works the Client shall pay to Contractor the amount of **QR 1,050,000/- In Words (Qatari Riyal One Million Fifty Thousand only)**.

## 5 Payment Terms

- 5.1 The Contractor shall submit to the Client, company guarantee cheque equal of 20% (twenty percent) of the Contract price.
- 5.2 Following the submission of the guarantee cheque but not later than seven (7) days, the Client shall release the Advance Payment equivalent to the 20% (twenty percent) of the Contract Price.
- 5.3 The Client will recover the Advance Payment by way of deductions at a rate of 20% (twenty percent) from gross value of the certified payments in each and every payment application until the recovery of the total Advance Payment amount.
- 5.4 The contractor shall submit the performance bond 10% of the contract value at the time of signing of contract and it shall be valid until end of defects liability period.
- 5.5 The Client shall pay the Contractor the Contract Price on progressive raised Invoice every 15 days from the date of invoice. (Payment to be done within 15 days) from the date of invoice.
- 5.6 **Limit of Retention money** 10% (ten percent) of the Contract Price and 1<sup>st</sup> 5% (five percent) retention will be released after Completion and handover of the Works (Substantial Completion) and final 5% (five percent) retention will be released i.e. after 400 days of defects liability period starting from the date of substantial completion certificate and handover to client.

## 6 Duration:

- 6.1 The Contract period shall be 4 months including (mobilization & demobilization) starting from the date of Contractor's receipt of the Advance Payment or site clearance whichever comes later.
- 6.2 The Time for Completion of the Project requires an undisrupted progress hence Contractor shall be granted:
- I - Access to the Site at the date of Contract Agreement,
- II - Payments to be done in a timely manner,
- 6.3 Due to the short duration required for the Completion of the Contractor's Scope of Works the adherence of the Parties to the Contract Agreement is mandatory.



## 7 Contractor Obligation

- 7.1 The required manpower shall be provided by the Contractor to carry out the Contractor's Scope of Works.
- 7.2 Contractor shall be so organized to perform the Works as per the required standards.
- 7.3 Contractor shall arrange the required equipments, instruments etc. to carry out the Contractor's Scope of Works.
- 7.4 Provide adequate insurance for workman's compensation to his staff, work tools insurance, heavy equipment's, at his own cost and responsibility.
- 7.5 The Contractor shall be fully responsible for ensuring that all personnel engaged by him for the purpose of performing the subcontract works shall be employed strictly in accordance with all Laws, rules and regulations as may be enforce pertaining to the employment of labor in state of Qatar, including but not limited to Qatar Labor Law.

## 8 Client Obligation

- 8.1 Client shall provide the Site readiness and approvals on time, respecting the given dates for the Contractor to complete his activities.
- 8.2 Client shall provide the site to the Contractor on workable condition, free of obstructions.

## 9 Liquidated Damages

- 9.1 The Contractor shall pay to the client Liquidated Damages for the period exceeding the dates stipulates for the Contract Period. The amount of delay Liquidated Damages shall be QR 1,050/-per day (**in words Qatari Riyals One Thousand Fifty only**) or part of the day as liquidated damages. (In case of any reasons the project duration get exceeds therefore contractor must obtain the necessary approval before proceeding of works).
- 9.2 The Client shall have the right to deduct liquidated damages and fees from any due or might become due amount needless to recourse any legal action to deduct such amount.
- 9.3 The Liquidated Damages shall not exceed 10% (ten percent) of the Contract Price.

## 10 Language Governing Law & Dispute resolutions







- 10.1 This Contract shall be governed, construed in accordance with the laws of state of Qatar.
- 10.2 Any dispute, difference, controversy or claim of any kind whatsoever that arises or occurs between the Parties in relation to any matter arising under, out of, or in connection with this Contract (each, a Dispute) shall initially settled by the Management of the Parties within 3 (Three) days from the date of the notice of such dispute, controversy or claim, In case the Parties will fail to reach an Agreement within the period stipulated herein, then either Party shall be freed to refer the dispute, difference, controversy or claim to the competent Courts in the State of Qatar.

## 11 TERMINATION OF CONTRACT

- 11.1 Without prejudice to any other rights or remedies it may possess, the Client shall have right to terminate this Agreement for the following events of default, if the Contractor:
- i. In the event of Contractor's default in executing the Works and/or complying with Client's instructions.
  - ii. Is in a major breach of this Contract, for the purpose hereof a breach of this Contract shall be considered as a "major" if, in the Client's opinion, such breach is (i) irreparable or (ii) cannot be repaired with extending the time after being notified for such rectification.
  - iii. Is deemed by law unable to pay his debts, as they fall due, or enters into voluntary bankruptcy, liquidation or dissolution (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or become insolvent, or make an arrangement with, or assignment in favor of, his creditors or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets which, under any applicable law, has a substantially similar effect to any of the foregoing acts or events.
  - iv. Has repudiated the Contract.
- 11.2 In case of termination, the Contractor shall be entitled for all fees and costs incurred by it up to the date of termination together with all costs of settlement of any outstanding obligations.
- 11.3 Thereupon, the Client shall have the right to complete balance Works by whatever method the Client may deem expedient, including employing another Party under such form of contract as the Client shall have right to take possession of use any or all of the drawings, document, materials, supplies and property of any and every kind furnished by Contractor for such Work.

## 12 Contract Documents







The documents that are forming this Contract Agreement comprise of the followings:

- (i) Form of this Agreement,
- (ii) Tender drawings & document
- (iii) Contractor's Tender **Ref: 1297B, dated 22<sup>nd</sup> September 2021**) In the event of discrepancy between the aforesaid documents the Consultant/client decision above listed order of precedence shall prevail.

All Drawings, Documents, BOQ shall be sign & stamped by the Contractor.

### 13 CONFIDENTIALITY

Information enclosed in this Contract is confidential between the two parties and shall not be conveyed to a third party.

### 14 PRECEDENCE

This Agreement supersedes and takes precedence over all previous correspondence, quotations and discussions between the Client and the Contractor in respect of this subject.

#### Client

For & on Behalf of **M/s. Gulf United Real Estate Investments Co, W.L.L.**

Authorized Signatory



#### Contractor

For & on Behalf of **M/s. Al Misnad Son's trading and contracting co. W.L.L.**

Authorized Signatory



