

Contract No: AFS/AMC/0570/2023

GULF UNITED REAL ESTATE INVESTMENTS CO.  
FIRE ALARM & FIRE FIGHTING SYSTEM  
MAINTENANCE CONTRACT

This agreement is made at DOHA, STATE OF QATAR on 13<sup>th</sup> April, 2023 between M/s. GULF UNITED REAL ESTATE INVESTMENTS CO. whose principal office is at Doha, State of Qatar (here in after called the "Client") and M/s. AL RAYYAN FIRE SYSTEMS whose principal office is at P.O. Box No.15494, Doha, State of Qatar (here in after called the "Contractor")

WHEREBY IT IS AGREED that the Contractor will carry out service checks and maintenance on the FIRE ALARM SYSTEM & FIRE FIGHTING SYSTEMS for a sum of QAR. 5,000. /- (Qatar Riyals Five Thousand Only) for a period of two year in accordance with the terms and conditions detailed in the Scope of work given below. This price is excluding the cost of replacement spares.

1.0 SCOPE OF CONTRACT:

The following work shall be carried out for the Fire Alarm and Fire Fighting devices installed at the Client's premises at GUC - Cold Store Small.

S. No	Description	Period	Total price (QR)
1	Annual Maintenance for Fire Alarms System, Emergency & Exit Lights including Re-validation of Fire Extinguishers with the Following Services <ul style="list-style-type: none"><li>• Attending the break down calls</li><li>• Quarterly/ Semi-Annually Preventive Maintenance Checks.</li><li>• Testing the systems during the civil Defense inspection</li></ul> ((Excludes the cost of replacement of components, Fire Extinguishers Cylinder Refilling & Fire Alarm Panel Reprogramming for Replacement / Additional Devices & Up gradation) As per the attached scope of work	2 Year	5,000.00

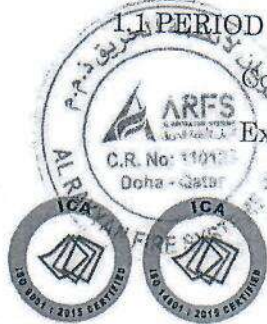
1.1 PERIOD OF ANNUAL MAINTENANCE CONTRACT:

Commencement date of Maintenance Agreement

15/04/2023

Expiry Date of Maintenance Agreement

14/04/2025



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**2.0 CALL-OUTS:**

- 2.1 All the maintenance and service complaints will be carried out by free of cost. During the maintenance if any spares need to be replaced, it shall be done with additional charges
- 2.2 All the defective items will be repaired here at our service center in Qatar. However, if the defects are not rectifiable, the same unit will be replaced with new one subject to the payment of additional cost that both parties will mutually agree upon prior to the replacements.
- 2.3 Contractor will check the existing systems before signing the Agreement, if any rectification required in the existing systems the units will be replaced with new ones subject to approval upon submitted invoice both parties will mutually agree on prior to the work execution.

**3.0 WORKING HOURS, ACCESS & OTHER CONDITIONS:**

- 3.1 The Contractor shall carry out all routine inspections and service checks of the Systems as per schedule mentioned in Scope of Work. Our working Hours during the normal working days Saturday to Wednesday from 08.00 to 17.00 Hours, on Thursday from 08.00 to 14.00 hours & Friday Holiday, however our emergency response team will operate 24 hours call out service. During Public Holidays, call out services will be attended from 07.30 AM to 4.00 PM only.
- 3.2 The client shall provide access for the Contractor to enable him to carry out routine inspection, checking and for call-out services. The necessary Scaffolding, man lift, power required to operate our Equipment has to be provided by the client.
- 3.3 For quick response to the service calls the following Mobile numbers shall be called on during normal working hours: -

S. N	Department	Designation	Contact
1	Project Division	Project Engineer	50365240
2	Maintenance Division	Fire Fighting Engineer	33571871
3	Maintenance Division	Fire Alarm Engineer	66711142
4	Maintenance Division	Fire Alarm Engineer	66711130
5	Operation Division	Operation manager	33576480
6	Operation Division	Divisional Manager	31126464

No drawing data or information relating to the client's site, the system or their business activities will be given, transmitted or disclosed by the Contractors to any third party without prior written approval from the client.





- 3.5 The Contractor shall not assign this Agreement or Sub-Contractor the execution of the whole or any part thereof without the prior approval in writing from the client.
- 3.6 The Contractor shall maintain at all times adequate stocks of spare parts and shall replace any defective parts within three (3) working days. Such scenario the Client has to release the cost of materials 100% in advance upon submission of invoice for this the same day. If any parts are not available in Qatar, the Contractor agrees to get such parts from elsewhere, repair the System and bring it fully in working order as soon as possible.
- 3.7 This contract price is for the period from 15/04/2023 to 14/04/2025 and shall be treated automatically renewal for next calendar year if not terminated. However, the Client has right to terminate this contract without showing cause and without recourse to any judicial proceedings by giving the other party one month written notice.

**4.0 FORCE MAJEURE:**

The Contractor shall not be liable for delay in performance here under due to causes beyond its control including but not limited to acts of God, fire, strikes, acts of war, riot, civil strike, insurrection or intervention by any government authority, but any such failure shall be remedied within stipulated time after receiving a written notice.

**5.0 LIABILITY :**

- 5.1 The Contractor shall be liable to the Client for actual damages incurred and caused by the Contractor's negligence or willful misconduct up to an amount equal to the cost of the refurbishing expenses of the defective equipment.

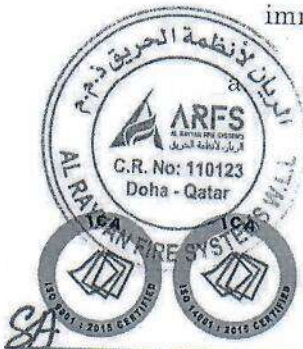
**5.2. Governing Law and Jurisdiction:**

This agreement shall be governed and construed by the laws of the State of Qatar. The Courts of Qatar will have jurisdiction over any dispute that may arise from this Agreement.

**6.0 TERMINATION:**

- 6.1 This agreement may be terminated by serving one month notice in writing with immediate effect on dispatch by either party if the other should:

Become insolvent or go into liquidation or receivership or be admitted to the benefits of any procedure for a settlement of debts, or to declare bankrupt.





- b. Be dissolved or materially breach any provision hereof and fail to remedy such breach within 30 days of receipt of a notice in writing from the other party stating the breach in question with particulars thereof, and the intention of the party serving the notice to terminate this agreement unless the breach in question is promptly remedied.
- c. Notwithstanding the above, this agreement may be terminated by either Party at any time during the course of the agreement, by providing the other Party with 30 days advance written notice of its intent to do the same. Upon termination of the agreement, the Client shall pay the Contractor, the pro rata maintenance charge agreed by the Client as per this Agreement until date.

#### 7.0 TERMS OF PAYMENTS:

**AMC PAYMENTS:** Payment shall be made Quarterly should be made within 30 days from the date of submission of AMC invoice and report.

- 7.1 If Invoices submitted for the denied access must be cleared as per above payment terms.

#### 8.0 SITE ACCESS:

- 8.1 The Client should arrange the site access to our maintenance staff to carry out the PPM services. However, if the access is not given, the Contractor has the right to claim amount for which the same service shall be provided later in the subsequent days upon giving proper access by client with advance notification to Contractor by at least 1 week. If client has restriction to provide subsequent payment should be released without on hold.

#### 9.0 EXCLUSIONS OF MAINTENANCE CONTRACT:

- 9.1 New installations, Mechanical installation, civil works, conducting & cabling, modification or relocation requests for the system/items are not included in this scope.

- 9.2 Attending to faults caused by operating equipment outside design specifications, any service necessitated by the fault or neglect of the user, his representatives are not part of this scope.

Faults and failure due to natural causes like remote fire, flood, storms, etc. or due to criminal/intrusion acts, or fluctuations in the electrical supply, explosion, radio-wave interference or damages caused by the client or his employees or any 3<sup>rd</sup> party due to misuse/mishandling are not part of this

