



**SCHEDULE "C"**

**CONTRACT NO. 4400015677**

**CONTRACT PRICE AND PAYMENT PROVISIONS**

**1. CONTRACT PRICE**

1.1 As full and complete compensation for CONTRACTOR'S performance of the WORK and all of CONTRACTOR'S obligations hereunder in accordance with the terms and conditions of this CONTRACT, COMPANY shall pay CONTRACTOR a CONTRACT Price consisting of:

1.1.1 Reimbursable Cost as defined in Paragraph 2 of this Schedule "C";

1.1.2 CONTRACTOR's Monthly Fee as defined in Paragraph 3 of this Schedule "C"; and

The Rates as set forth above are not subject to escalation for any reason whatsoever. No adjustments in compensation shall be made as a result of changes in the relative value of any currencies.

**1.2. Value Added Tax (VAT)**

1.2.1 COMPANY shall, in addition to the CONTRACT Price set forth in Paragraph 1.1 of this Schedule "C", pay CONTRACTOR a sum equal to the VAT chargeable on the value of Goods supplied and Services completed in accordance with the CONTRACT on the following conditions:

1.2.1.1 The chargeable VAT shall only be payable by COMPANY if CONTRACTOR issues a valid Tax Invoice within the time limits and requirements set forth in the Saudi Arabia Value Added Tax Law and its Implementing Regulations.

1.2.1.2 The VAT on the value of the supplied Goods and completed Services under the CONTRACT shall be charged at the prevailing rate.

1.2.1.3 COMPANY shall have the right to hold paying such paid VAT amounts till final acceptance of Work or Services.

1.2.1.4 The VAT shall be shown separately on all CONTRACTOR invoices submitted pursuant to the CONTRACT as a strictly net extra charge to make each such invoice a valid Tax Invoice for VAT purposes.

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1.2.1.5 Payment of a Tax Invoice by COMPANY will not be construed as an evidence that the Goods have been supplied and the Services have been completed by CONTRACTOR in accordance with the CONTRACT but as a payment on account only.

1.2.1.6 CONTRACTOR shall indemnify COMPANY on continuing basis against any liability, including any financial charges, penalties or costs incurred, which is levied, demanded or assessed on COMPANY at any time in respect of CONTRACTOR's failure to account for or to pay any VAT relating to payments made by COMPANY to CONTRACTOR under the CONTRACT. Any amounts due under this Paragraph 1.2.1.5 shall be paid by CONTRACTOR to COMPANY within seven (7) calendar days before the date upon which the tax or other liability is payable by COMPANY.

1.2.2 The provisions of this Paragraph 1.2 shall also apply to all other VAT payments by COMPANY to CONTRACTOR under the CONTRACT

**2. REIMBURSABLE COSTS**

**2.1 Compensation for Monthly Labor Rate**

COMPANY shall pay CONTRACTOR for the actual, verifiable and auditable Gregorian Monthly Labor Rate paid by CONTRACTOR to its personnel assigned to SERVICE ORDERS on the following basis:

2.1.1 Monthly basic salary determined by COMPANY for CONTRACTOR's personnel in accordance with the rates specified in Appendix II to Schedule "B" plus housing allowance equivalent to 25% of the monthly basic salary and transportation allowance of SR600, as prescribed in Paragraph 4.1.3 of Schedule "B" of this CONTRACT.



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- 2.1.2 For less than a full month work performed by CONTRACTOR's personnel, payment will be based on the Labor Daily Rate as per the following formula:

$$\text{Labor Daily Rate} = \frac{\text{Monthly Labor Rate} \times 12}{365}$$

For partial day work performed by CONTRACTOR's personnel, payment will be based on the Hourly Rate as per the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Labor Rate} \times 12}{365 \times 8}$$

Where:

$$\text{Monthly Labor Rate} = \text{Monthly basic salary} + \text{housing allowance} + \text{transportation allowance, if applicable}$$

2.1.3 **Deduction for Unapproved Absence**

CONTRACTOR personnel who is absent or failed to report on duty without an approved official leave/sick leave shall incur a deduction of 1.5 against applicable Labor Daily Rate, for each day of absent without approved official leave/sick leave. The same deduction shall apply for any CONTRACTOR personnel who failed to report on duty after his approved vacation. For a partial day, the deduction of 1.5 against applicable Hourly Rate will be applied. (Formulas for calculating Daily & Hourly Rates are shown in Paragraph 2.1.2 above)

2.2 **Compensation for Overtime Payment**

COMPANY shall compensate for each approved hour of overtime WORK performed by CONTRACTOR's personnel pursuant to Paragraph 6.5 of Schedule "B" of this CONTRACT for period beyond **forty (40)** hours per week WORK schedule and for each hour worked on weekends and holidays in accordance with the following formula:



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$$\text{Hourly Overtime Rate} = \frac{\text{Monthly Basic Salary} \times 12 \times 1.5}{365 \times 8}$$

CONTRACTOR shall invoice COMPANY along with the respective month Invoicing only for the actual, verifiable and auditable approved overtime payments paid by CONTRACTOR to its personnel. CONTRACTOR's Monthly Fee shall not be applied to the overtime payment to CONTRACTOR personnel.

**2.3 Compensation for Business Assignments Payments**

2.3.1 If and when COMPANY assigns any CONTRACTOR's personnel a business assignment pursuant to Paragraph 5.3 of Schedule "B" of this CONTRACT, CONTRACTOR shall pay to its personnel the following business assignment allowances that will be compensated by COMPANY:

**2.3.1.1 Business Travel Allowance:**

COMPANY shall pay/compensate CONTRACTOR a "Travel Allowance" Once per assignment to cover a round trip transportation expenses based on a fixed amount as given below regardless travel was by Air or Land:

Distance Between Business Assignment Location & Permanent Work Location	Travel Allowance Fixed Amount (SR)	Air Ticket
Less than 100km	100.00	No Ticket
101km and Above	300.00	Economic Class Ticket, as per COMPANY Announced Prices

COMPANY shall decide the Distance Between Business Assignment Location & Permanent Work Location.

**2.3.1.2 Daily Allowance:**

Only in cases that the Business Assignment Location is more than 201 kilometers away from the personnel's permanent Work Location, and the Business Assignment requires overnight stay, then COMPANY shall pay/compensate CONTRACTOR a "Daily Allowance" of

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SR:700 per night spent at the Business Assignment Location to cover the housing, meals and other expenses.

Full Daily Allowance will be paid for the day ahead of the first day of the Business Assignment which is considered as the day of traveling to the Business Assignment Location, however only ½ of Daily Allowance will be paid for the last day of the Business Assignment which is considered as the day of traveling back to the Permanent Work Location.

COMPANY shall decide if the Business Assignment requires overnight stay or not.

The Daily allowance shall not apply when COMPANY provides accommodation and catering to CONTRACTOR's personnel at the Business Assignment Location.

**2.3.1.3 TICKET:**

COMPANY shall provide Economy Class Ticket or Ticket compensation, as per COMPANY actual announced prices for each destination.

2.3.2 CONTRACTOR's personnel shall prepare the relevant business assignment application as per COMPANY guidelines and procedures and obtain appropriate approval prior to proceeding with the business assignment. The form of which is set forth in Exhibit II to Schedule "B" of this CONTRACT which by reference is made an integral part of this CONTRACT.

2.3.3 Upon getting COMPANY approval for any Business Assignment, the total cost of Compensations for that Business Assignment, if any, calculated in accordance with this Paragraph 2.3 shall be paid by CONTRACTOR to its personnel in advance prior to proceeding with the business assignment, then CONTRACTOR will include that cost in its next monthly invoice.

**2.4 Compensation for Permanent Change in Work Location**

In the event of permanent change in WORK location of any of the CONTRACTOR's personnel pursuant to Paragraph 5.2 of Schedule "B" of this CONTRACT, COMPANY shall pay a one time lump sum amount of the concerned CONTRACTOR's personnel monthly basic salary plus CONTRACTOR's Fee during the month in which the change of location is effective. CONTRACTOR shall pay One Monthly Basic Salary to its



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personnel to cover the re-location expenses incurred by CONTRACTOR's personnel.

**2.5 Compensation for Personnel Vacation Pay**

As full and complete compensation for CONTRACTOR expenses related to CONTRACTOR's Personnel vacations, COMPANY shall pay the following:

- 2.5.1 **Labor Daily Rate** for each entitled Payable Vacation Day that will be paid by CONTRACTOR to its personnel pursuant to Paragraph 8 of Schedule "B" of this CONTRACT.

Where:

$$\text{Labor Daily Rate} = \frac{\text{Monthly Labor Rate} \times 12}{365}$$

$$\text{Monthly Labor Rate} = \text{Monthly basic salary} + \text{housing allowance} + \text{transportation allowance, if applicable}$$

- 2.5.2 Pursuant to paragraph 7.3 of Schedule "B", it is absolutely forbidden to compensate the CONTRACTOR's Personnel financially for his annual leaves while he is working under a SERVICE ORDER.
- 2.5.3 The actual quantifiable / verifiable / identifiable cost of **Round Trip economy class Air Ticket** from Saudi international Airport nearest to the personnel Permanent Work Location up to his country of origin. Compensation of Air Tickets will be pursuant to the guidelines indicated in Paragraph 2.11 below. (This is for expatriate CONTRACTOR's personnel and applicable for One Time per Year Only)
- 2.5.4 The actual government **fee for exit / re-entry visa**. (This is for expatriate CONTRACTOR's personnel and applicable for One Time per Year Only)

**2.6 Compensation for End-of-Service Award**

- 2.6.1 As full and complete compensation for CONTRACTOR expenses related to End-of-Service Award that CONTRACTOR will pay to its Personnel, COMPANY shall pay an amount of one-half (1/2) monthly Labor Rate per year of service.

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2.6.2 End-of-Service Award shall be prorated for a partial year (because of Termination, Resignation or in case of Demise etc.). This Compensation shall be invoiced by CONTRACTOR at the end of every SERVICE ORDER.

2.6.3 Calculation of End-of-Service Award shall be as per below formula:

$$ESA = \frac{MLR}{2} \left[ Y + \frac{M}{12} + \frac{D}{365} \right]$$

**Where:**

ESA = End-of-Service Award

Y = Number of whole Year worked under Service Order

M = Number of whole Months worked under Service Order for partial year

D = Number of days worked under Service Order for partial month

MLR = Monthly Labor Rate

$$\begin{array}{lcl} \text{Monthly Labor Rate} & = & \text{Monthly Basic Salary} + \text{Housing Allowance} + \text{Transportation Allowance, if applicable} \\ (\text{mlr}) & & \end{array}$$

**2.7 Compensation for Family Status Allowance**

2.7.1 If COMPANY approved a CONTRACTOR personnel Request to change his employment status from Bachelor to Family Status, pursuant to Paragraph 8 of Schedule "B", this CONTRACTOR personnel will be eligible for Monthly Family Allowance of **Five hundred (SR: 500) Saudi Riyals per Gregorian month for each Family member approved by COMPANY with Maximum of 3 members**. The Monthly Family Allowance shall be prorated for a partial Month.

2.7.2 COMPANY shall inform CONTRACTOR thru official written Family Status Approval Notice indicating the names and number of approved Family members of any CONTRACTOR personnel. The effective date to start the payments of the eligible Monthly Family Allowance for a Family member shall be the actual date of arrival of that Family member to Saudi Arabia, however if a Family member is already available in Saudi Arabia then the effective date

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to start the payments of the eligible Monthly Family Allowance shall be the Date of Family Status Approval Notice issued by COMPANY. For period less than a month, allowance shall be prorated.

- 2.7.3 If any of CONTRACTOR personnel's Family Member approved by COMPANY is changing its sponsorship to another work party (for whom the wife works, for example) or gone for Final Exit or any child reached the age of (19) or violate any other condition of eligible Family Member indicated in Paragraph 8 of Schedule “B”, then CONTRACTOR should immediately stop payment of Monthly Family Allowance for that member(s) and inform COMPANY accordingly. The effective date to stop payment in such cases shall be on the actual date when the change in the status took place even if retroactively.

**2.8 Compensation for GOSI Premium**

As full and complete compensation for CONTRACTOR expenses related to GOSI Premium that CONTRACTOR will pay to the Saudi Arabian Government General Organization for Social Insurance (GOSI) to cover the CONTRACTOR personnel's Occupational Risk Insurance, COMPANY shall pay an amount of twelve percent (12%) of the CONTRACTOR's Saudi personnel's Labor Rate per month and two percent (2%) of the CONTRACTOR Expatriate personnel's Labor Rate per month.

Where:

$$\text{Monthly Labor Rate} = \text{Monthly Basic Salary} + \text{Housing Allowance} + \text{Transportation Allowance, if applicable}$$

**2.9 Compensation for Mobilization**

As full and complete compensation for CONTRACTOR expenses related to Mobilization of its **expatriate** Personnel, COMPANY shall pay the following:

- 2.9.1 If the chosen new candidate is not under the sponsorship of CONTRACTOR and is out of Kingdom:
- 2.9.1.1 The actual quantifiable / verifiable / identifiable cost of **One-way economy class Air Ticket** from the personnel country of origin up to Saudi international Airport nearest to the personnel Permanent Work Location.



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Compensation of Air Tickets will be pursuant to the guidelines indicated in Paragraph 2.11 below.

2.9.1.2 **Processing Fee equal to SR:5,750** which shall cover all recruitment expenses, such as but not limited to, visa, taxes, fees, insurance and any other recruitment costs.

2.9.2 If the chosen new candidate is not under the sponsorship of CONTRACTOR but is available in Kingdom:

**2.9.2.1 Transportation Fee**

COMPANY shall pay/compensate CONTRACTOR a "Transportation Fee" to cover the transportation expenses based on a fixed amount as given below regardless travel was by Air or Land:

Distance Between Business Assignment Location & Permanent Work Location	Travel Allowance Fixed Amount (SR)
Less than 200 km	No Travel Allowance
200 – 500 Km	350.00
501 – 700 Km	450.00
701 – 1100 Km	600.00
1101 Km and Above	860.00

COMPANY shall decide the Distance Between Personnel Location before hiring & Proposed Work Location.

**2.9.2.2 Actual government Visa Transfer Fee**

2.9.3 If the chosen new candidate is under the sponsorship of CONTRACTOR, Then COMPANY will only pay a **Transportation Fee** as indicated in Paragraph 2.9.2.1 above.

**2.10 Compensation for Demobilization**

As full and complete compensation for CONTRACTOR expenses related to Demobilization of its **expatriate** Personnel, COMPANY shall pay the following:

2.10.1 The actual quantifiable / verifiable / identifiable cost of **One-way economy class Air Ticket** from Saudi international Airport nearest to the personnel Permanent Work Location up to the

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personnel country of origin. Compensation of Air Tickets will be pursuant to the guidelines indicated in Paragraph 2.11 below.

2.10.2 Actual **Exit Visa** cost, if any.

However, if CONTRACTOR Personnel is demobilized due to his/her misdemeanor pursuant to Paragraph 11 of Schedule "B" or due to his/her resignation for any reason pursuant to Paragraph 12 of Schedule "B", and this takes place before CONTRACTOR personnel completes Eleven (11) Gregorian months of continuous services, then in these cases, CONTRACTOR's personnel shall bear all the actual Demobilization Costs paid by COMPANY as per this Paragraph 2.12 plus the actual Mobilization costs paid by COMPANY as per Paragraph 2.11 above which shall be deducted from his last salary. Also, if CONTRACTOR will not demobilize its personnel out the country, instead, will assign him to CONTRACTOR's other clients or employee him at its offices or for any other reasons, then No Demobilization Costs will be paid by COMPANY.

**2.11 Guidelines for Compensations For Air Tickets:**

**2.11.1 Maximum Acceptable Amounts For Air Ticket Compensations**

As per Paragraphs 2.5, 2.9 and 2.10 above, COMPANY shall compensate CONTRACTOR the actual cost for an economy class Air Tickets; however the Air Ticket shall not exceed the Maximum Acceptable amounts indicated below:

Location	Countries Covered	Maximum Acceptable Amount (SR)	
		Round Trip	One Way
Location 1	South Asian countries including but limited to: Bangladesh; India; Pakistan; Sri Lanka; Nepal, etc.	2,700.00	1,800.00
Location 2	Southeast Asian countries including but not limited to: Indonesia; Malaysia; Philippines; Singapore; Thailand; Vietnam, etc.	4,000.00	2,000.00

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Location	Countries Covered	Maximum Acceptable Amount (SR)	
		Round Trip	One Way
Location 3	Northwest African countries including but not limited to: Algeria; Libya; Morocco; Tunisia, etc.	3,400.00	1,800.00
Location 4	Middle East countries including but not limited to: Egypt, Sudan, Iran; Iraq; Jordan; Lebanon; Palestine; Syria; Turkey; Yemen	3,000.00	1,700.00
Location 5	North America and Canada	6,000.00	3,000.00
Location 6	European Countries	6,000.00	3,000.00
Location 7	South Africa	6,600.00	3,500.00

2.11.2 In the event that actual cost for an economy class Air Ticket exceeds the above limits, then CONTRACTOR shall secure prior approval from COMPANY before the purchase of the ticket. If the COMPANY disagree, CONTRACTOR shall look for other flight alternatives acceptable to COMPANY (such as different Airlines, dates, route or any other alternatives); otherwise, COMPANY will only pay the Maximum Acceptable amounts indicated above and the balance additional cost shall be covered by CONTRACTOR.

2.11.3 In the event that actual Location/Country of CONTRACTOR's personnel is not listed in table in Paragraph 2.11.1 above, then CONTRACTOR shall secure prior approval from COMPANY for the cost of the ticket before the purchase of the ticket.

2.12 Should COMPANY requests CONTRACTOR in writing to contract with a third party to audit CONTRACTOR's local content plan for this Contract, then CONTRACTOR shall submit at least three (3) quotations from COMPANY's list of approved auditing firms. COMPANY may advise CONTRACTOR in writing of the selected auditing firm. Upon completion of the audit process by the auditing firm, CONTRACTOR shall bill COMPANY, and COMPANY shall pay CONTRACTOR the actual auditing cost as quoted by the auditing firm supported with the auditing firm's original invoice and the Local Content certificate.

**3. CONTRACTOR FEE**

3.1 The CONTRACTOR's Gregorian Monthly Fee is specified in the Pricing Attachment, for each of CONTRACTOR's personnel assigned to COMPANY under this CONTRACT constitutes all-inclusive payment to CONTRACTOR for all direct and indirect costs, other than those specified

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in Paragraph 2 above, which includes, but not limited to, payroll insurance, taxes, medical insurance; travel time to and from the WORK Location; Residence (Iqama) and Work Permit fees; driving license fees and all such type of expenses related to maintaining the CONTRACTOR Personnel under this CONTRACT, including but not limited to what are specified in Paragraph 3.2 below; and overheads as well as profit.

**3.1.1 Deduction for delayed Iqama Renewal**

CONTRACTOR shall be penalized and deducted from his monthly invoice for failure of renewing his personnel's Iqama on time. An amount of Twenty (SR: 20) per day of every expired Iqama shall be deducted from contractor's Invoice, this will be applicable start following the day of Iqama expiry date up to the Iqama renewed date.

3.2 CONTRACTOR shall provide a **Minimum Class "B"** medical insurance to all of its personnel assigned to a SERVICE ORDER under this CONTRACT.

3.3 The CONTRACTOR's Gregorian Monthly Fee set forth in the Pricing Attachment to this Schedule "C" also include all compensation due CONTRACTOR for:

3.3.1 Provision by CONTRACTOR of any necessary head office Supporting Staff (Technical Secretary, Typist, Translator, Driver, etc.) as CONTRACTOR may require whose functions are not directly related to the performance of the scope of WORK described in Schedule "B" of this CONTRACT.

3.3.2 Provision by CONTRACTOR of all materials, supplies, tools and equipment required in the performance of the WORK under this CONTRACT except as provided in Paragraph 2.1 and 2.2, Schedule "B" of this CONTRACT.

3.3.3 All personnel protective (safety) equipment such as safety shoes, safety hat, safety glasses, etc, to be used in case the contractors' personnel are assigned for field tasks in rare cases.

3.4 COMPANY shall deduct from CONTRACTOR's Invoices an amount based on the daily rate of the CONTRACTOR's Fee as per the following formula for less than a full month work performed by CONTRACTOR personnel or if the CONTRACTOR's personnel do not report to work on each work day:

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$$\text{Daily Rate} = \frac{\text{Monthly CONTRACTOR's Fee (as indicated in Item 1.1 \& 1.2 of Pricing Attachment to Schedule "C")} \times 12}{365}$$

The Daily Rate shall be prorated for absence for a partial day.

No deductions shall be applied on the CONTRACTOR's Fee for any approved such as paid leaves / sick leaves / leaves without pay. However, the above described deductions shall be applicable for unapproved leaves / sick leaves / absences or approved leaves / sick leaves without pay that exceeds the eligible yearly leaves.

- 3.5 CONTRACTOR acknowledges its responsibility to its employees pursuant to the Labor and Workmen Law of the Kingdom of Saudi Arabia. CONTRACTOR shall indemnify and hold COMPANY harmless from any loss, cost, damage or award arising out of or connected with CONTRACTOR'S failure or alleged failure to the Labor and Workmen Law of the Kingdom of Saudi Arabia. The provisions of this Paragraph are continuing and their binding effect shall survive the expiration or termination of this CONTRACT.

**4. TIME REPORTING**

For all WORK for which CONTRACTOR will request payment based on Labor Rate, CONTRACTOR Fee set forth in Paragraphs 2, 3 and 4 of this Schedule "C", CONTRACTOR shall submit Personnel Timesheet in a format identical to Exhibit I-A & I-B of this Schedule "C" to the COMPANY REPRESENTATIVE for review and certification.

CONTRACTOR shall prepare and submit the timesheets on CONTRACTOR's letterhead with CONTRACTOR's company seal/stamp affixed on it.

COMPANY REPRESENTATIVE's signature on the detailed timesheets shall only certify the time periods involved, and shall not constitute approval of any request for compensation.

**5. INVOICING AND PAYMENT**

- 5.1 On or before the tenth (10<sup>th</sup>) day of each Gregorian month during the performance of the WORK, CONTRACTOR shall invoice COMPANY for WORK completed and the applicable VAT along with a valid Tax Invoice in respect of such completed WORK during the preceding month and not included on previous invoices. If a CONTRACTOR invoice for the completed WORK (i.e., supplied Goods or completed Services) does not include a valid Tax Invoice, COMPANY will not make any payment on

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such completed WORK. The invoice shall separately show the value of the completed WORK, VAT and total invoice amount.

- 5.2 CONTRACTOR shall submit a consolidated invoice for all SERVICE ORDER(S) under this CONTRACT and all other Reimbursable Costs as per the format identical to Exhibits II and III of this Schedule "C".
- 5.3 Each monthly progress invoice shall be accompanied by a copy of the SERVICE ORDER, and original of CONTRACTOR personnel timesheet approved by the COMPANY REPRESENTATIVE for man-hours actually worked actually provided on the specific SERVICE ORDER, CONTRACTOR proof of last period payment to his Personnel (Schedule "C" Exhibit IV), Valid SEC IDs copies' file for on-site employees invoicing and other supporting documents as may be required by COMPANY to substantiate the invoiced amount.

The final invoice under specific SERVICE ORDER shall be accompanied by the original copy of the SERVICE ORDER and original supporting documents as required under this Paragraph 6 of this Schedule "C".

- 5.4 All CONTRACTOR's invoices shall be submitted through the contractor's portal on the Company's website.
- 5.5 CONTRACTOR shall submit together with its monthly/final invoices, a written statement, in a format identical to Exhibit IV of this Schedule "C" that CONTRACTOR has fully paid the salaries (including benefits/compensations, as applicable) of their personnel engaged in the WORK for the billing month. Failure by CONTRACTOR to submit the required statement may cause COMPANY to withhold any amount due to CONTRACTOR until such statement is submitted to the COMPANY and if so directed by a competent Saudi Arabian Government Authority pay from such withheld amounts any CONTRACTOR employee any amount that may be due from CONTRACTOR. CONTRACTOR shall also submit proof (i.e. bank transfer, salary receipt statement, etc.) that personnel assigned under this CONTRACT have received their salary including allowance etc. if requested by COMPANY.
- 5.6 All invoices and supporting documents shall be submitted on CONTRACTOR'S letterhead, showing CONTRACTOR'S name, address, CR number, phone, facsimile and telex numbers, and with CONTRACTOR'S stamp affixed on it.
- 5.7 After certification of each invoice by COMPANY REPRESENTATIVE, COMPANY shall promptly pay CONTRACTOR the sum due.
- 5.8 All payments to CONTRACTOR shall be made by Bank account transfer.



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5.9 On expiration of this CONTRACT and after fulfillment by CONTRACTOR of all of its duties and obligations under this CONTRACT, CONTRACTOR shall submit to COMPANY its final invoice together with the following documents:

5.9.1 Proof satisfactory to COMPANY that all costs incurred by CONTRACTOR in the performance of the WORK have been satisfied and paid, that there are no unsatisfied claims or injuries to persons or property and that no other indebtedness exists in connection with the WORK for which CONTRACTOR is responsible (or if such claims or indebtedness exists, then in lieu of the foregoing, CONTRACTOR may provide COMPANY with appropriate information and covenants sufficient to indemnify and hold COMPANY harmless from any liability connected with said claims or indebtedness); and

5.9.2 Any and every document, receipt, statement of account, affidavit or assurance which COMPANY requires as necessary or appropriate to ensure immunity to COMPANY from any and all liens or claims for which COMPANY might be or become liable; and

5.9.3 Proof satisfactory to COMPANY that all COMPANY Identification Cards and/or Stickers furnished to CONTRACTOR under this CONTRACT have been returned to COMPANY'S Industrial Security Department; and

5.9.4 Releases to COMPANY from CONTRACTOR by execution of Final Receipt and Release Agreement (COMPANY Form # 15076) and from each assignee under this CONTRACT, discharging COMPANY from all liabilities, obligations and claims arising out of or under this CONTRACT, except for final payment.

After COMPANY'S receipt of the foregoing documents and after all adjustments to CONTRACT Price and all unsettled matters under this CONTRACT, and after verification of CONTRACTOR'S final invoice, COMPANY shall pay CONTRACTOR all outstanding sums properly payable.

5.10 Pursuant to Paragraph 22.2 of Schedule "A" of this CONTRACT, COMPANY will deduct an amount equal to (•%) from each and every Non-Resident CONTRACTOR's invoices.

- This paragraph is applicable only when CONTRACTOR is non-resident in the kingdom.



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**6. COMPANY'S AUDIT RIGHTS**

CONTRACTOR and its affiliated companies shall maintain books, records, correspondence, instructions, plans, drawing, receipts, vouchers, memoranda and other evidence (the foregoing constitute "records" for the purpose of this Paragraph), according to such accounting procedures and practices as are satisfactory to COMPANY, sufficient to accurately and properly reflects costs incurred by CONTRACTOR and invoiced to COMPANY under this CONTRACT and the disposition of any materials, tools or equipment provided by COMPANY to CONTRACTOR. COMPANY, or any firm of auditors appointed by COMPANY, shall have access, at all reasonable times, to all such records for the purpose, of auditing and verifying costs or for any other reason, and shall have the right to reproduce any such records. CONTRACTOR shall preserve and make available, and shall cause its affiliated companies to preserve and make available all such records for a period of two (2) years after expiration or termination of this CONTRACT; provided, however, that if any such records are or may be required to resolve any claim or dispute or any legal proceedings pursuant to this CONTRACT, the period of retention and the rights of access and examination described in this Paragraph shall continue until final disposition of such claim or dispute.

**7. SET OFF**

COMPANY may deduct from amounts which are payable to CONTRACTOR under this CONTRACT any amounts which are payable to COMPANY by CONTRACTOR under this or any other contract between them.

**8. YEAR-END ACCRUED COST**

CONTRACTOR shall, on or before the 10<sup>th</sup> day of the beginning of each Gregorian year during the progress of WORK, submit to COMPANY a detailed report for WORK completed during the previous Gregorian year but not yet invoiced. The report shall include the description and quantity of WORK or percentage of WORK completed and the corresponding value.

**9. SPECIAL TERMS AND CONDITIONS**

The following Special Terms and Conditions relative to CONTRACTOR's compensation shall apply. Should the special terms and conditions set forth below conflict with any terms and conditions of this Schedule "C", the special terms and conditions contained herein shall govern:

- 9.1 Pursuant to Paragraph 5 of this Schedule "C", CONTRACTOR shall also submit with each invoice a signed original listing of CONTRACTOR's





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Saudi Electricity Company  
نعمل بإتقان من أجلكم

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personnel showing the CONTRACT Number, time period covered by the invoice, employee names and Job Titles, and the valid COMPANY Identification Card Numbers issued to them for working within COMPANY facilities for the review and approval by COMPANY REPRESENTATIVE. In case CONTRACTOR fails to submit the required listing, COMPANY reserves the right to withhold payment of the invoice until such time that the required documents are submitted without responsibility for delay in listing submittal.

- 9.2 This Schedule "C" has not been translated into Arabic and CONTRACTOR and COMPANY agree to be bound by the English text.

*End of Schedule "C"*

Sector	Org. Code Title	Contract No.	Serv Order #
Department	Org. Code Number	Contract Title	
Oper. Area	Cost Object No.	Contractor Name	

[illegible]

**The Form is to be approved by Division Manager or Above.**

**Fill the pre-approved overtime from the authorized person according to the Company Rules.**

**Original Soft/Hard copy of the Form is accepted.**

**Attach Medical report in case of Sick Leave along with approved sick leave form.**

**Attach official report copy for (Marriage / Newborn / Death) with proof certification.**

Any erasure/correction in the Form will render it invalid. (Except SEC authorized Personnel).

**Fill in Actual Working Hours only.**

**Highlight Weekends - Holidays - Saudi National Day.**

Symbol	Represent
X	Weekends
H	Holidays
V	Vacations
L	Leave without pay
E	Emergency Leave
S	Sick Leave
M	Marriage
NB	Newborn
D	Death
Z	Leave Without Permission

Contractor's Employee	
Name :	
Title :	
Badge #	
Division:	
Department:	
Phone #	
Email :	
Signature :	

Company Approval	
Name :	
Title :	
Badge #	
Division:	
Department:	
Phone #	
Email :	
Signature :	



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Saudi Electricity Company

Diligently Serving You

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**EXHIBIT II**

**(CONTRACTOR'S ORIGINAL LETTERHEAD)**

**MANAGER**

Controller's Department  
Saudi Electricity Company,  
Kingdom of Saudi Arabia

Contract No. : \_\_\_\_\_

Contractor No. : \_\_\_\_\_

Attention: Section Head  
FAD/Accounts Payable Section

**INVOICE**

**DESCRIPTION:** Invoice No. \_\_\_\_\_ during the Month of \_\_\_\_\_ for PMSS for Sourcing Support  
Services provided against various Service Orders (S/O) as listed below:

S/O No.	Completion Date	Status*	AMOUNT (SR)					S/O Status**
			Not-to- Exceed	Paid as of previous invoice	This Inv.	Cumulative Total	Balance	
TOTAL								

\*-Indicate whether invoice is Progress/Final

\*\*-Indicate whether Service Order (S/O) is Active/Completed/Cancelled.

**Amount due to Contractor (SR) :** \_\_\_\_\_ ( Amount in words enclosed in parenthesis)

**NOTE:** Please remit payment through the bank specified below (if applicable):

Bank Name :

Account Number :

Bank Address :

**CERTIFIED TRUE AND CORRECT:**

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**(CONTRACTOR'S SEAL STAMP)**

**LEAVE THIS SPACE FOR COMPANY APPROVAL STAMP**

**SCHEDULE "C"**  
**EXHIBIT III**

(CONTRACTOR'S ORIGINAL LETTERHEAD)

Contract No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Service Order No.: \_\_\_\_\_

Personnel Name: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Inv. No. / Month of: \_\_\_\_\_

### COST SUMMARY

LABOR COST	
<b>A. Chargeable</b>	
Basic Monthly Salary	
Housing Allowance	
Transportation Allowance	
Total Salary	
Contractor's fee	
Overtime	
Sub-total	
<b>B. Deduction</b>	
Less Number of Non-Work days	
X Daily Rate*	
Net total	
<b>C. Other Chargeables</b>	
Business Assignment	
Relocation Cost	
Other Reimbursable Costs**	
<b>D. Total Chargeable Labor Cost</b>	
<b>Value Added Tax</b>	
For Labor Cost	
<b>Total Chargeable VAT @ 5%</b>	

DETAILED COST BREAKDOWN		
Charge Account Number	GL Account	Chargeable Cost (SR)
	For Labor Cost	
	VAT@ 5%	
<b>TOTAL AMOUNT (SR)</b>		

\* Daily Rates includes Monthly Labor Rate and Contractor's Fee .

**\*\* Attach supporting documents**

**TOTAL AMOUNT PAYABLE**

Prepared by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Email: \_\_\_\_\_



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Saudi Electricity Company  
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**SCHEDULE "C"**  
**EXHIBIT IV**

**(CONTRACTOR'S ORIGINAL LETTERHEAD)**

Date : \_\_\_\_\_

Invoice No. : \_\_\_\_\_

**MANAGER**

Comptroller's Department  
Saudi Electricity Company

Kingdom of Saudi Arabia

Attention: Section Head  
FAD/Accounts Payable Section

**PERSONNEL COMPENSATION CERTIFICATE**

This certifies that the salary, including all benefits and compensation due as applicable, have been fully paid to the all personnel engaged in the WORK under this Contract through and including the month of \_\_\_\_\_.

**(Month / Year)**

This certification is being issued in accordance with Paragraph No. 5.5 of Schedule "C" of Contract No. \_\_\_\_\_.

**CERTIFIED TRUE AND CORRECT:**

Signature : \_\_\_\_\_  
Name in print : \_\_\_\_\_  
Title : \_\_\_\_\_  
Date : \_\_\_\_\_

**(CONTRACTOR'S SEAL / STAMP)**

**EXHIBIT IV, SCHEDULE "C"**



### Application for Family Allowance Form

Date of Preparation:  Service Order No:

#### Personnel Information

Employee Name:	<input type="text"/>	Emp. Badge No.:	<input type="text"/>
Contractor Name:	<input type="text"/>	Contract No.:	<input type="text"/>
Phone#:	<input type="text"/>	E-mail:	<input type="text"/>
Department Name:	<input type="text"/>	Division Name:	<input type="text"/>

#### Family Members Details

Name:	<input type="text"/>	Relationship	<input type="text"/>
Passport / Iqamah No:	<input type="text"/>	Wife /Son /Daughter	<input type="text"/>
		Nationality:	<input type="text"/>
Name:	<input type="text"/>	Relationship	<input type="text"/>
Passport / Iqamah No:	<input type="text"/>	Wife /Son /Daughter	<input type="text"/>
		Nationality:	<input type="text"/>
Name:	<input type="text"/>	Relationship	<input type="text"/>
Passport / Iqamah No:	<input type="text"/>	Wife /Son /Daughter	<input type="text"/>
		Nationality:	<input type="text"/>

#### Notes:

\*\*\*\*  
\*\*\*\*\*

Required Documents: *Attach Passport Copy*  
*Attach Iqamah Copy*

#### Employee Signature

Signature

Date

#### Division Manager

Name	<input type="text"/>
Badge#	<input type="text"/>
Division	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>

#### Department Manager

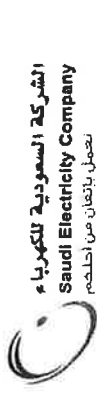
Name	<input type="text"/>
Badge#	<input type="text"/>
Department	<input type="text"/>
Signature	<input type="text"/>
Date	<input type="text"/>

#### For PMSS Staff Use Only

Family Allowance	Applicable:	NO
	Not Applicable:	NO
	Employee Under Probation Period :	NO
	Other:	<input type="text"/>
Checked By	<input type="text"/>	Approve By: <input type="text"/>

## CONTRACTOR SUMMARY TIMESHEET

الشركة السعودية للكهرباء  
Saudi Electricity Company  
نعمل باتقان من أجلهم



Filing Instructions		
Fill in Actual Working Hours only. Highlight Weekends - Holidays - Saudi National Day.		
Symbol		Represent
X	Weekends	
H	Holidays	
V	Vacations	
L	Leave without pay	
E	Emergency Leave	
S	Sick Leave	
M	Marriage	
NB	Newborn	
D	Death	
Z	Leave Without Permission	
Contractor's Representative Acceptance		
Name		
Title		
Phone #		
Signature		
Company Approval		
Name		
Title		
Badge #		
Div/ Dept. Name		
Phone #		
Signature		
CONTRACTOR STAMP		

Schedule "C"

PRICING ATTACHMENT

CONTRACT NO: 4400015677

Item	Line type	Short Description	Long Description	UOM	Unit Price	Currency	Payment Type
1	Description	CONTRACTOR'S MONTHLY FEE	<b><u>MONTHLY FEES FOR PROFESSIONAL MANPOWER SUPPLY SERVICES</u></b> (The amounts indicated below the "Unit Price" column are amounts representing the CONTRACTOR's Monthly (Gregorian) Fees for the supply of CONTRACTOR's personnel assigned to COMPANY under this CONTRACT, payable in accordance with the provisions of Paragraph 1.1.2 and Paragraph 3 of Schedule "C" of this CONTRACT.)				
1.1	Breakdown	CONTRACTOR'S Fee	CONTRACTOR'S Fee applicable to all Job Classifications specified in <b>Schedule "B" Attachment II</b> of this CONTRACT	Man-Month	<b>2,817</b>	SAR	Unit Rate
1.2	Breakdown	CONTRACTOR'S Fee	CONTRACTOR'S Fee applicable to all Job Classifications specified in Schedule "B" Attachment II for offshore of this CONTRACT	Man-Month	<b>1,877</b>	SAR	Unit Rate

Notes:

1- UOM : Unit of Measure

*End of Pricing Attachment to Schedule "C"*