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## CONTRACTOR AGREEMENT

This agreement is made on the 9<sup>th</sup> day of October 2019 between **AL THAQALAIN REAL ESTATE & CONSTRUCTION C.R No:- 51501, Kingdom of Bahrain** and **White Tulip Insulation & Décor** ,C.R.No: 130747, Kingdom of Bahrain .Where as **AL THAQALAIN REAL ESTATE & CONSTRUCTION** is desirous that certain work should be given namely Waterproofing works for the contract (**Construction of 1 Nos of House @ Manama, the "Work"**) and has requested **White Tulip Insulation & Décor** to under take and perform the services described below which forms a part of this agreement.

Now it is hereby agreed and declared by and between two parties hereto as follows:

1. **Appointment of White Tulip Insulation & Décor** :- **AL THAQALAIN REAL ESTATE & CONSTRUCTION** hereby appoints **White Tulip Insulation & Décor** to perform the services and **White Tulip Insulation & Décor** accepts the appointment as per the services mentioned in this agreement.
2. **Services:-** **White Tulip Insulation & Décor** shall perform the following services :-
  - a. Provide all materials, labours & tools to complete the **Waterproofing works** mentioned in the drawing and specification of the project against the scope of works agreed up to satisfaction of the consultant /Owner. **White Tulip Insulation & Décor** has to comply with the inspection procedures of the Consultant and get inspect the work done to their satisfaction. The scope of works shall be as follows :
    - Roof waterproofing & Toilet Waterproofing for the the house as per the stamped construction drawings and project specifications for the said project as per **White Tulip Insulation & Décor** quotation of ref: -0034/19- dated 24.09.2019 which shall be remeasurable @ site after completion of works.
    - The Material approval for the works and the shop drawing towards the site implementation shall have to obtain officially from the consultant prior to procurement and installation by **White Tulip Insulation & Décor**. No claim for the additional amount shall be entertained unless otherwise the same to be approved by the consultant. 10 years guarantee for the workmanship from the date of practical completion certificate issued by consultant should be provided for the waterproofing works carried out @ site prior to the practical completion of the project.
    - Warranty format shall be same as per **AL THAQALAIN REAL ESTATE & CONSTRUCTION** contract with client for the project.





- Water for the leakage testing shall be supplied by **AL THAQALAIN REAL ESTATE & CONSTRUCTION**. If any leakage found during testing should be rectified by **White Tulip Insulation & Décor** immediately.
  - **White Tulip Insulation & Décor** has to take all precaution to prevent damages resulting from spraying, polyurethane during the work. Main contractor shall not be responsible for any damages to others due to same.
- b. **White Tulip Insulation & Décor** have to take complete care of safety of his workers as per government rules and work as per labour laws & regulations. Any accidents or fatality due to non-adherence of safety matters at site shall be the responsibility of **White Tulip Insulation & Décor**. **AL THAQALAIN REAL ESTATE & CONSTRUCTION** shall not be responsible for any means in this regard.
  - c. **White Tulip Insulation & Décor** shall be responsible for all the works as specified in the scope of works to the complete satisfaction of the project Consultant with good quality and workmanship.
  - d. **White Tulip Insulation & Décor** should follow the instructions of safety officer and all the safety regulation in the site as per the government rules and standards. **White Tulip Insulation & Décor** should obey the instruction of **AL THAQALAIN REAL ESTATE & CONSTRUCTION** safety officer for the strict adherence of safety at site.
  - e. All the workers should be from your company side. Any Free visa people caught by ministry from your side shall be entirely your responsibility. **AL THAQALAIN REAL ESTATE & CONSTRUCTION** shall not be responsible for this at any cost.
  - f. If **White Tulip Insulation & Décor** failed to adhere with the terms and conditions mentioned in this agreement, the agreement shall be void.
  - g. Water and Power, to be supplied by **AL THAQALAIN REAL ESTATE & CONSTRUCTION** at free of charge. **White Tulip Insulation & Décor** has to obtain power from nearby source at site.
3. **Supervising Officer** - The supervising officer for the works is the Project Manager from the consultant and the **AL THAQALAIN REAL ESTATE & CONSTRUCTION** Engineer and their decision in respect of any matter of approval of managerial or workmanship shall be final.
4. **Completion Time** - The completion time of the project shall be strictly as per **AL THAQALAIN REAL ESTATE & CONSTRUCTION** project schedule against mutually accepted written program (to be prepared and given to **White Tulip Insulation & Décor** by the project manager of **AL THAQALAIN REAL ESTATE & CONSTRUCTION**). **White Tulip Insulation & Décor** agrees to complete the works as per the **AL THAQALAIN REAL ESTATE & CONSTRUCTION** schedule within the project completion period. **AL THAQALAIN REAL ESTATE & CONSTRUCTION** will apply penalty to **White Tulip**





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**Insulation & Décor** for the delay of works solely from their parts provided the site is ready for waterproofing works and the penalty shall be BD 0.1% per day and the maximum penalty shall be 10% of **White Tulip Insulation & Décor** agreement.

5. **Contract sum**:- In consideration of the above said services **AL THAQALAIN REAL ESTATE & CONSTRUCTION** agrees to pay **White Tulip Insulation & Décor** for the 1 Nos of House @ Manama, **BD 2,343.600/-** remeasurable as per the actual @site, against the scope of works explained clause.2 services. The rate shall be as follows as approved in the attached quotation.
6. **The payment to the White Tulip Insulation & Décor**:- 50% advance against the guarantee cheque, balance payment upon the completion of the works.
7. **Guarantee**:- Guarantee period shall be 10 years from the date of practical completion certificate issued by the consultant.
8. **Retention**:- 10 % of the cumulative certified amount shall be held as retention money for this job. This will be release up on the satisfactory completion of the following. Defect liability shall be 12 months from the practical completion.
  - a. 5% after the practical completion certificate issuance from the consultant.
  - b. 5% after the satisfactory completion of the defect liability period as mentioned in the clause 3.
9. The governing law is the law of kingdom of Bahrain. In case of ambiguities in this contract, all disputes between the main contractor and the sub contractor shall be referred to the consultant for resolution. The consultant ruling shall be final and binding. In case the dispute is not resolved, an arbitrator agreed upon by **AL THAQALAIN REAL ESTATE & CONSTRUCTION** and the **White Tulip Insulation & Décor** shall be appointed to resolve disputed matters, and his decision shall be final and binding.

SIGNED,SEALED AND DELIVERED

AL THAQALAIN REAL ESTATE &amp; CONSTRUCTION

Name:- HUSAIN SAIF

Signature:-

Witness:-

SIGNED,SEALED AND DELIVERED

White Tulip Insulation &amp; Décor

Name:- Abdulla Al Shara

Signature:-

Witness:-

