



لوکس انجینیرنگ للخدمات والاداره Locus Engineering Management & Services Co. W.L.L

FORM OF AGREEMENT

CONTRACT NO. : _____
DEPARTMENT : _____
CONTRACT TITLE : _____

This CONTRACT is made by and between **Locus Engineering Management and Services Co. W.L.L.**, a company established under the laws of the State of Qatar and having its principal office in Doha, Qatar, P.O. Box 70074, (hereinafter called LEMS)

and

_____, an organization established under the laws of the _____ and having its principal office at _____ with PO Box _____ (hereinafter called CONTRACTOR).

LEMS and CONTRACTOR agree as follows:

- (1) This Form of Agreement, the attached General Terms and Conditions of Contract and the Appendices thereto and all documents incorporated therein embody the entire agreement between the PARTIES.
- (2) In this Form of Agreement, all capitalized words and expressions shall have the same meanings as are assigned to them in the attached General Terms and Conditions of Contract.
- (3) In consideration of CONTRACTOR performing the WORKS / SERVICES in accordance with the CONTRACT, the CONTRACT CEILING VALUE is **QAR** _____/- (Qatar Riyals _____ only), which amount should not be construed as the guaranteed amount to be paid to LEMS under this CONTRACT. The amount shall be paid on re-measurable basis as per actual utilization in accordance with the schedule of Rates in **Appendix-B**.
- (4) The CONTRACT shall be deemed to have come into force on **XX XXXX XXXX** which date shall be the EFFECTIVE DATE of the CONTRACT. However, the CONTRACT COMMENCEMENT DATE shall be the date when the first call-off order is issued by LEMS to CONTRACTOR.
- (5) The SCHEDULED EXPIRY DATE of CONTRACT shall be on **XX XXXX XXX**; to be XXX () Years from the EFFECTIVE DATE of the CONTRACT.

IN WITNESS WHEREOF, the PARTIES have executed this CONTRACT in duplicate on the dates stated below.

FOR LOCUS ENGINEERING	FOR CONTRACTOR:
Signature: _____	Signature: _____
Name : _____	Name : _____
Title : _____	Title : _____
Date : _____	Date: _____

GENERAL TERMS AND CONDITIONS OF CONTRACT

This General Terms and Conditions of Contract, the Form of Agreement, the attached Appendices and all incorporated documents (hereinafter referred to as the "CONTRACT") is made by and between **Locus Engineering Management and Services Co. W.L.L** (hereinafter referred to as "LEMS") and _____ (hereinafter referred to as "CONTRACTOR") and shall be effective as of the date provided in the FORM OF AGREEMENT. LEMS and CONTRACTOR may individually be referred to herein as "Party" and jointly as "Parties".

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PERFORMANCE OF THE SERVICES / WORKS

- 1.1 CONTRACTOR shall perform the work set forth in Appendix A (*hereinafter referred to as the "WORKS"*) with due care, efficiency and diligence, in accordance with the applicable professional standards, and as per the specifications, drawings and other requirements set forth in the CONTRACT.
- 1.2 CONTRACTOR shall commence the WORKS / SERVICES on the date set out in Item 3(a) of Appendix A and shall complete the WORKS / SERVICES by the Scheduled Expiry Date specified in Item 3(c) of Appendix A.

2. COMPENSATION AND PAYMENT

- 2.1 For the satisfactory performance and execution of the WORKS / SERVICES, LEMS shall pay to CONTRACTOR the agreed Unit Rates specified in Appendix B.
- 2.2 CONTRACTOR shall submit to LEMS its invoice in duplicate within thirty (30) calendar days every month, after completion of all services / works in a particular month. Within Forty-Five (45) calendar days from the receipt of a correctly prepared and adequately supported invoice, LEMS shall pay the invoice to the bank account nominated by CONTRACTOR.
- 2.3 If LEMS, in good faith, disputes an invoice, in whole or in part, LEMS shall notify CONTRACTOR for the reasons thereof and may withhold payment of the disputed invoice or portion thereof until settlement of the dispute. Upon settlement of any such dispute, CONTRACTOR shall submit a revised invoice for all sums agreed for payment and LEMS shall make appropriate payment in accordance with Article 2.1. LEMS's right to withhold such payment will be in addition to, and not in any way in lieu of, any other right of LEMS.

3. SAFETY, HEALTH AND ENVIRONMENT

CONTRACTOR shall, during the performance of the WORKS / SERVICES, be responsible for safety and protection of the site and all persons and property associated with the WORKS / SERVICES. CONTRACTOR shall comply and secure compliance by its employees with all applicable safety, security, health and environment rules and regulations of LEMS and/or any governmental or regulatory body having jurisdiction over the WORKS / SERVICES.

4. CONTRACTOR RESOURCES

- 4.1 CONTRACTOR shall provide PERSONNEL of high caliber, experience and with fluency in required language(s), necessary for the performance of the WORKS / SERVICES, efficiently and to the required standard.
- 4.2 CONTRACTOR shall, prior to the start of the WORKS / SERVICES or any time during the currency of the CONTRACT, supply LEMS with evidence of the qualifications, experience and training of KEY PERSONNEL whose positions are identified in Appendix A and, if required to do so by LEMS, of all or any CONTRACTOR PERSONNEL.

- 4.3 CONTRACTOR warrants that, unless otherwise APPROVED by LEMS, KEY PERSONNEL have worked with and/or have been utilized by CONTRACTOR in projects similar to the WORKS / SERVICES for a reasonable period of time before being engaged in the WORKS / SERVICES.
- 4.4 CONTRACTOR further warrants that it shall continuously provide such personnel and shall ensure that KEY PERSONNEL in supervisory positions are not replaced without the prior APPROVAL of LEMS to a suitable successor. In order to ensure that continuity of the WORKS / SERVICES is maintained, any replacement shall work alongside the person who is to be replaced for a reasonable handover period, at no cost to LEMS. CONTRACTOR shall exert all reasonable efforts to perform the WORKS / SERVICES with its own permanent employees in preference to agency personnel.
- 4.5 If required to do so by LEMS, CONTRACTOR shall arrange for KEY PERSONNEL to be interviewed by LEMS, in order to assess their suitability for their positions. In such event, LEMS shall reimburse CONTRACTOR the actual reasonable expenses supported by adequate documentation.
- 4.6 CONTRACTOR warrants that KEY PERSONNEL in supervisory positions shall liaise with their LEMS and third party peers and contacts in a co-operative manner.
- 4.7 CONTRACTOR shall ensure that KEY PERSONNEL in supervisory positions have a good working knowledge of the English language.
- 4.8 LEMS may notify CONTRACTOR to remove from any location of LEMS or from the WORKS / SERVICES any officer, employee or agent of either CONTRACTOR or any SUBCONTRACTOR without offering any reason provided only that such right is not exercised unreasonably. The person shall be removed forthwith at the expense of CONTRACTOR and shall not be engaged on the WORKS / SERVICES again or on any other work of LEMS without the prior APPROVAL of LEMS. Unless directed by LEMS to the contrary, persons who have been removed from the SERVICES shall immediately be replaced, at no additional cost & time to LEMS, by other suitably qualified persons acceptable to LEMS.
- 4.9 CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL are fully aware of their obligations and duties under the CONTRACT and that they shall fully comply therewith and perform to the best of their abilities to meet the objectives and standards of the WORKS / SERVICES as indicated in the CONTRACT
- 4.10 Unless otherwise provided for in the CONTRACT, CONTRACTOR shall, at its own cost, provide or arrange all travel, local transport, accommodation and food for CONTRACTOR PERSONNEL.
- 4.11 CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL undergo any medical examinations required by the State of Qatar or LEMS. CONTRACTOR shall supply LEMS with relevant details of medical and/or health records for CONTRACTOR PERSONNEL if required to do so by LEMS.
- 4.12 CONTRACTOR shall provide LEMS with photocopies of passports, police clearances and any similar personal security documentation necessary to obtain LEMS identification cards and passes for CONTRACTOR PERSONNEL. CONTRACTOR shall ensure that CONTRACTOR PERSONNEL display such identification cards with them at all times when they are on LEMS premises.
- 4.13 LEMS requires and CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL are law abiding, peaceful, and respectful of local cultural traditions, and while at the SITE are not under the influence of any intoxicating alcohol or drugs.
- 4.14 CONTRACTOR shall maintain good industrial relations with CONTRACTOR

PERSONNEL during the CONTRACT period.

- 4.15 CONTRACTOR shall ensure that all CONTRACTOR PERSONNEL have all necessary visas, sponsorship documentation, work permits, and other immigration requirements. CONTRACTOR shall be responsible for payment of any fees and/or charges for CONTRACTOR PERSONNEL visa, sponsorship, work permit, medical examination, and similar documentation.
- 4.16 CONTRACTOR shall be responsible for the payment of all wages, allowances, overtime and other benefits payable under the relevant employment contracts between CONTRACTOR and CONTRACTOR PERSONNEL and/or pursuant to Article 22 of Law No (14) of 2004 Labour Law.
- 4.17 Unless it is expressly provided in the CONTRACT that a certain item shall be provided by LEMS, CONTRACTOR shall promptly at its cost provide all personnel, materials, equipment and all other things required for the WORKS / SERVICES. CONTRACTOR warrants that all of its equipment and materials shall be in good condition and suitable for the intended uses. CONTRACTOR also warrants that all its personnel shall be fully qualified and fit for their respective assignments. LEMS may at any time without offering any reason instruct CONTRACTOR to, and CONTRACTOR shall at its own cost, immediately remove from the WORKS / SERVICES or replace, as required by LEMS, any CONTRACTOR's personnel or equipment.

5. INSPECTION, COMPLETION AND GUARANTEE

- 5.1 LEMS has the right to inspect the WORK and to reject any part thereof, which does not comply with any requirement of the CONTRACT. Upon receiving notice of rejection, CONTRACTOR shall immediately at its cost re-perform, repair or replace the defective part of the SERVICES / WORKS.
- 5.2 If the SERVICES / WORKS has been performed and completed in accordance with the CONTRACT, LEMS shall advise CONTRACTOR accordingly in writing specifying the Completion Date. If the SERVICES / WORKS or part thereof has not been performed in accordance with the CONTRACT, LEMS shall specify to CONTRACTOR the nature of the defect and CONTRACTOR shall immediately take, at its cost, all actions necessary to remedy the defect.
- 5.3 CONTRACTOR warrants that the SERVICES / WORKS shall be free from errors, defects or failures. Any defective work discovered during the contract period shall immediately be rectified by CONTRACTOR at its cost. If CONTRACTOR fails to rectify the defective SERVICES / WORKS after reasonable notice as specified by LEMS, LEMS shall have the right to rectify such defective SERVICES / WORKS and any costs incurred by LEMS as a result of CONTRACTOR's failure shall be recoverable from CONTRACTOR.

6. VARIATIONS

CONTRACTOR shall promptly comply with any written instructions by LEMS to make any changes, including addition and deletion, to the SERVICES. Changes to the Contract Price or Scheduled Completion Date, if any, resulting from such LEMS's instructions shall be evaluated in accordance with the CONTRACT and the applicable rates in Appendix B or, if no such rates exist in Appendix B, by mutual agreement of the Parties. CONTRACTOR shall not effect any change to the SERVICES without LEMS's written instructions.

7. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall neither assign the CONTRACT nor subcontract the whole or any part of the SERVICES without the prior written agreement of LEMS.

8. **SUSPENSION AND TERMINATION**

LEMS, upon written notice, shall have the right at any time to:

- (i) suspend the SERVICES for a period of up to thirty (30) calendar days after which the SERVICES shall be considered as terminated and/or
- (ii) terminate the CONTRACT by issuing thirty (30) days notice, in which case CONTRACTOR shall be entitled to payment for completed part of the SERVICES as the complete compensation to be received by CONTRACTOR and LEMS shall not be liable to pay any bonus, damage or other claim asserted by CONTRACTOR for its expected profit on the uncompleted portion of the SERVICES. If termination is a result of CONTRACTOR's failure to perform and/or any other default, all additional costs incurred by LEMS as a result of CONTRACTOR's failure and/or default shall be recoverable from CONTRACTOR.

9. **LIABILITIES AND INDEMNITIES**

9.1 CONTRACTOR shall protect, indemnify, defend and hold harmless LEMS, its affiliates, its co-venturers, and its and their respective officers, employees and agents from and against any and all:

- (i) loss of or damage to the property owned, rented or provided by CONTRACTOR or its subcontractors for use or intended for use in the performance of the SERVICES, and/or
- (ii) claims, damages, costs and liabilities of every kind and nature resulting from personal injury, including fatal injury and disease, to any person employed by CONTRACTOR or its subcontractors arising directly or indirectly out of the performance of the CONTRACT without regard to the cause or causes thereof including the fault or negligence or breach of duty of either Party or any other person or entity.

9.2 CONTRACTOR shall protect, indemnify, defend and hold harmless LEMS, its affiliates, its co-venturers, and its and their respective officers, employees and agents from and against any and all loss of/or damage to the property of LEMS arising directly or indirectly out of the performance of the CONTRACT to the extent that such loss or damage is caused by negligence, breach of duty, or misconduct of CONTRACTOR, its Subcontractors or their respective officers, employees or agents. Notwithstanding the foregoing, CONTRACTOR's liability under this Article for loss of or damage to LEMS property shall be limited to Qatari Riyals Five hundred thousand (QR. 500,000) any one occurrence for an unlimited number of occurrences during the performance of the CONTRACT. LEMS shall indemnify CONTRACTOR in respect of loss or damage to LEMS Property in excess of the limit of liability stated earlier in this article, irrespective of either parties' fault,

9.3 CONTRACTOR shall protect, indemnify, defend and hold harmless LEMS, its affiliates, its co-venturers, and its and their respective officers, employees and agents from and against any and all claims losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from personal injury, including fatal injury and disease of any third party and/or any loss of or damage to the property of any third party, to the extent arising out of or in connection with CONTRACTOR's fault, negligence or breach of duty.

9.4 LEMS shall protect, defend, indemnify and hold harmless CONTRACTOR from all claims, damages, losses and liabilities of every kind and nature resulting from personal injury, including fatal injury and disease, to any person employed by LEMS arising directly or indirectly out of or in connection with the performance of the CONTRACT without regard to the cause or causes thereof, including, the fault or negligence or breach of duty or either Party or any other person or entity.

9.5 LEMS and CONTRACTOR shall in no event be liable one to the other for indirect losses and/or loss of revenue, profit or anticipated profit whether or not due in whole or in part to the negligence of either Party.

10. INSURANCE

10.1 Without limiting the obligations of CONTRACTOR or its insurers, CONTRACTOR shall at its own cost and expense secure and at all times during the term of the CONTRACT maintain in the joint names of LEMS and CONTRACTOR the following insurance coverages:

- (i) Third party general legal and contractual liability with a cross liability provisions for a combined limit of Qatari Riyals One million five hundred thousand (QR. 1,500,000) any one occurrence to cover property damage and/or bodily injury fatal or otherwise arising out of any one occurrence or unlimited number of occurrence during the currency of CONTRACT.
- (ii) Workmen's Compensation Policy in accordance with Qatar Labour law and any amendments thereafter in respect of CONTRACTOR's personnel and/or any of subcontractor(s) personnel.
- (iii) Loss of or damage to LEMS's fixed and surrounding properties upto a maximum of Qatari Riyals Five hundred thousand (QR. 500,000), any one occurrence.

10.2 Insurances shall be arranged with any of the accredited national insurance companies named in Item (5) of Appendix A. The conditions, insured sums and limits of the insurance shall be subject to LEMS approval. All deductibles, applicable to the insurances shall be for the account of CONTRACTOR. Approval by LEMS of any insurer or terms of insurance shall not relieve nor limit CONTRACTOR of any obligation or liability under or arising from this CONTRACT or generally at law.

11. TAXES AND GOVERNMENT CHARGES

CONTRACTOR shall be responsible for payment of and shall indemnify and hold LEMS harmless from any and all claims or liability for taxes or any charges assessed or levied by the Government of the State of Qatar or any foreign government against CONTRACTOR in connection with the SERVICES.

12. TITLE AND LIENS

Title to all articles and items arising out of the CONTRACT shall vest in LEMS immediately upon the date of commencement of the SERVICES or creation of the article or item as applicable. CONTRACTOR agrees not to claim any lien and to indemnify, defend and hold harmless LEMS against all liens or claims by subcontractors on the SERVICES / WORKS or any property of LEMS.

13. INDEPENDENT CONTRACTOR

CONTRACTOR shall act as an independent contractor with respect to the SERVICES / WORKS and neither CONTRACTOR nor its personnel or subcontractors or their personnel shall be deemed to be agents or employees of LEMS.

14. ENTIRE AGREEMENT, WAIVER AND HEADINGS

No failure or failures on the part of either Party to enforce, from time to time, all or any portion of the terms or conditions of the CONTRACT shall be interpreted as a waiver of such terms or conditions. Title headings contained in this CONTRACT are for identification and reference only and shall not be used in interpreting any part of this CONTRACT. This CONTRACT, together with the Appendices and all incorporated documents, constitutes the entire agreement of the

Parties. No other writings or conversations shall be considered a part of this CONTRACT and it may only be amended or modified by written instrument properly executed by duly authorized representatives of the respective Parties. The CONTRACT shall be read and construed as a whole. In the event of any conflict between the various documents comprising the CONTRACT, the most stringent provision shall control.

15. GOVERNING LAW AND SETTLEMENT OF DISPUTES

This CONTRACT shall be exclusively governed by and construed and enforced in accordance with the laws of the State of Qatar. The Parties shall endeavor to settle amicably any and all disputes relating to this CONTRACT, and shall submit to the exclusive jurisdiction of the courts of Qatar for any dispute that cannot be settled by agreement between them.

16. COMPLIANCE WITH LAWS

CONTRACTOR shall comply and secure compliance by its subcontractors with all applicable laws, rules and regulations of any government or regulatory body having jurisdiction over the parties and/or the WORK.

17. CONTINUITY OF OBLIGATIONS

The expiration or termination of the CONTRACT for any reason shall not extinguish or reduce (a) either Party's rights that accrued before the expiration or termination, nor (b) the obligations set forth in Article 9.0 (liabilities and Indemnities), Article 10.0 (Insurance), Article 11.0 (Taxes), Article 15.0 (Governing Law and Settlement of Disputes) and Article 16.0 (Compliance With Laws).

18. REPRESENTATIVES, NOTICES AND COMMUNICATIONS

Each Party shall nominate its Representative for this CONTRACT and shall advise the other Party accordingly. All information, instructions and decisions by a Party shall be issued by the Representative of that Party and shall commit that Party. All notices and other communications to be given under the CONTRACT shall be in writing, addressed to the concerned Party's Representative at its address indicated in Appendix A and shall be deemed to be effectively given upon receipt.

19. LIQUIDATED DAMAGES

19.1 If CONTRACTOR shall fail to commence, proceed with, or complete, all or any parts of the SERVICES / WORKS by the date(s) as set forth in the applicable CALL-OFF ORDER, CONTRACTOR shall be liable to LEMS for liquidated damages and not as a penalty an amount equivalent to Five Percent (5%) per day (or pro-rata thereof) of value of those part of SERVICES / WORKS (upto maximum 10% of the actual CALL-OFF ORDER value) that are in default until such part of the SERVICES / WORKS are declared in conformity by LEMS Representative plus the costs and expenses incurred by LEMS in rectifying performing the defaulted SERVICE / WORK, whether by its own means or by Third Parties.

19.2 LEMS may deduct liquidated damages related to performance of CONTRACTOR as identified in Article 19.1

19.3 LEMS may, without prejudice to any other method of recovery, deduct the amount of any liquidated damages from any monies due or which may become due from LEMS to CONTRACTOR. The payment or deduction of such liquidated damages shall not relieve CONTRACTOR of its obligations to complete the SERVICES / WORKS or from its other obligations under the CONTRACT.

20. CONFLICT OF INTEREST AND BUSINESS ETHICS

20.1 The term "Conflict of Interest" as used herein means any potential or actual circumstance where,

- CONTRATOR engages in duplication or overlap of services or works, and/or
- CONTRACTOR and/or CONTRACTOR PERSONNEL:
 - a) improperly participate or influence any LEMS decision, and/or
 - b) actively or passively attempt to improperly influence any LEMS decision, and/or
 - c) improperly gain, while executing the SERVICES, access to CONFIDENTIAL INFORMATION which is either unrelated to the CONTRACT or which does not constitute CONFIDENTIAL INFORMATION under the CONTRACT, and/or
 - d) improperly further CONTRACTOR's or CONTRACTOR PERSONNEL's interests or the interests of CONTRACTOR's parent company, affiliates, sister companies, joint venturers or any other company or entity which CONTRACTOR or CONTRACTOR PERSONNEL have any interest therein, and/or
 - e) give or receive from any LEMS employee anything of more than nominal value.

20.2 CONTRACTOR represents and warrants that its entering into the CONTRACT or its performance thereunder does not create nor will it create any Conflict of Interest as to any relationship, contractual, fiduciary or otherwise, which CONTRACTOR may have with LEMS or any third party.

20.3 CONTRACTOR represents and warrants that neither it nor CONTRACTOR PERSONNEL has entered into any Conflict of Interest.

20.4 CONTRACTOR further represents, warrants and shall ensure that neither it nor CONTRACTOR PERSONNEL shall enter into any Conflict of Interest throughout the duration of the CONTRACT.

20.5 If any Conflict of Interest arises any time, CONTRACTOR shall so notify LEMS immediately.

20.6 CONTRACTOR warrants that neither it nor any CONTRACTOR PERSONNEL (i) has paid or shall pay any commission, fee, rebate or anything of more than nominal value to or for the benefit of any employee or officer of LEMS, (ii) has favoured or shall favour employees or officers of LEMS with gifts or entertainment of significant value, or (iii) shall enter into any business arrangement with any employee or officer of LEMS in their individual or any other capacity except as formally delegated to them by LEMS.

20.7 Upon occurrence of any Conflict of Interest or any other default of CONTRACTOR under the provisions of this Article 20, LEMS, at its sole discretion, shall determine and take appropriate action necessary in accordance with the rights and remedies available under the CONTRACT or at law.

APPENDICES:

APPENDIX A : SCOPE OF SERVICES
APPENDIX B : SCHEDULE OF RATES

APPENDIX A

SCOPE OF SERVICES

1.0 INTRODUCTION

Subject to the terms and conditions of this CONTRACT, CONTRACTOR undertakes to provide COMPANY with the services as described herein. The Scope may be increased or decreased by LOCUS ENGINEERING at any time in accordance with the provisions of this CONTRACT.

1.1 General

CONTRACTOR agrees to provide and perform the WORKS / SERVICES in accordance with the CONTRACT, so that the WORKS / SERVICES are performed & completed according to the requirements of the terms and conditions of the CONTRACT and in compliance with the time sequence set forth in the schedule and/or milestones.

1.2 The Scope of SERVICES is more fully defined in Article 2.0 herein

1.3 LOCUS ENGINEERING shall have the right at any time and at its own discretion to increase or decrease the Scope of SERVICES / WORKS. In such case, the Unit Rate / Contract Price will be adjusted in accordance with the Variations provisions of this Agreement, as set forth in Article 6 of the Terms and Conditions of Contract.

2.0 DETAILED SCOPE OF SERVICES

As per the scope determined by client

2.2 WORK/ SERVICE REQUIREMENTS

As per the scope determined by client

2.2.1 SAFETY CODE TO BE OBSERVED BY THE CONTRACTOR AT SITE

- First aid appliances including adequate supply of sterilized dressings and cotton wool shall be maintained in a readily accessible place.
- An injured person shall be taken to a registered hospital without loss of time, in case where the injury necessitates hospitalization.
- Suitable and strong scaffolds should be provided for the workmen for all works that cannot be done safely from the ground.
- No portable single ladder shall be over 4mts in length. The width between side rails shall not be more than 25cms. When a ladder is used an extra Labour shall be engaged for holding the ladder.
- The dismantled material shall not be placed within the site premises and will be kept away from the work site as directed by LOCUS ENGINEERING Representative.
- No space or part of the site shall be overloaded with debris or materials as to render it unsafe.
- Workers employed shall be provided with protective equipment like safety coverall, safety helmet, safety shoes, safety glasses, etc.
- Those engaged in welding works if any shall be provided with welder's protective eye-shields and gloves.
- In situations where materials used for the work and debris is likely to fall, workmen and personnel in such areas shall be provided with hard hats or helmets to prevent head injury.

2.3 **WORKING HOURS**

COMPANY normal working hours at Site are 48 hours per week spread over Six days, eight-hour per day (Saturday through Thursday). During the month of Ramadan COMPANY working hours are reduced by three hours per day.

The CONTRACTOR PERSONNEL Working hours shall be as per the requirement specified in the schedule of Rates in **Appendix-B**.

Should the CONTRACTOR require access to the SITES at hours beyond the normal working hours, the CONTRACTOR shall notify the COMPANY in advance and obtain prior approval for such access. Should the COMPANY incur additional costs to provide such access after normal working hours, CONTRACTOR shall bear all costs incurred by the COMPANY as a result thereof.

2.4 **ACCOMMODATION AND MESSING REQUIREMENT OF CONTRACTOR PERSONNEL**

Contractor shall be responsible for food and accommodation of the personnel assigned for the WORK/SERVICES under this CONTRACT on site.

2.5 **SAFETY AT LOCUS ENGINEERING PROJECT SITES**

CONTRACTOR shall ensure that CONTRACTOR PERSONNEL strictly follow LOCUS ENGINEERING Safety Regulations for Contractors.

2.6 **TRANSPORTATION REQUIREMENTS OF CONTRACTOR PERSONNEL**

Contractor shall be responsible for transportation of the personnel assigned for the WORK/SERVICES under this CONTRACT.

2.7 **MATERIALS, EQUIPMENT AND FACILITIES PROVIDED BY LOCUS ENGINEERING**

LOCUS ENGINEERING shall only arrange to issue CONTRACTOR's security passes for CONTRACTOR personnel/equipment required to work at project sites locations.

2.8 **CONTRACTOR PERSONNEL**

Contractor shall only utilize personnel with requisite qualifications, training and experience.

In general, personnel supplied by CONTRACTOR shall have the following:

- a. Fit, healthy and physically suitable in every respect for the position;
- b. Sufficient command of the English language to perform their assignments and able to understand safety related notices, instructions and public address announcements;
- c. Able to perform their work with the required degree of care, skill and diligence based on professional and industry standards;
- d. Law abiding, peaceful, and respectful of local cultural traditions, and while at LOCUS ENGINEERING premises, are not under the influence of any intoxicating alcohol or drugs.
- e. Co-operative and conduct their assignment in conformity with LOCUS ENGINEERING approved QHSE and operation standards;
- f. Safety Induction if required, shall be arranged by LOCUS ENGINEERING.

LOCUS ENGINEERING reserves the right to remove any person of Contractor if such person is found to be wanting in technical competency or in behavior. Contractor will be informed with appropriate reasons for withdrawal of such person. Contractor shall promptly provide

replacement of such crew by another suitably qualified crew acceptable to LOCUS ENGINEERING at no additional cost & time to LOCUS ENGINEERING.

3.0 **SCHEDULE**

- (a) Effective Date of the CONTRACT :
 (b) COMMENCEMENT DATE : Call-off Order issuance Date
 (c) Scheduled Completion Date :

4.0 **GUARANTEE PERIOD**

Not Used

5.0 **INSURANCE**

Pursuant to Article 10.2 hereof, the accredited national insurance companies are (i) Al Khaleej Insurance Company, (ii) Qatar General Insurance and Reinsurance Company, (iii) Qatar Insurance Company, (iv) Qatar Islamic Insurance Company, (v) Doha Insurance Company, (vi) Al-Koot's Insurance Company and (vii) SEIB Insurance and Re-Insurance Company.

6.0 **NOTICES**

To: LOCUS ENGINEERING		To: CONTRACTOR	
Address:	PO Box 70074, Doha – State of Qatar	Address :	PO Box
For the attention of: Mr. Abdalcader Haleel Rahman – Director of Operations		For the attention of:	
Telephone:	+974-55548644	Telephone :	
Fax:	+974-----	Fax :	
Email	gm@locusengg.com	Email	

APPENDIX B
SCHEDULE OF RATES

1. The Contract Ceiling Value is **QAR** _____ (**Qatar Riyals** _____ **Only**), which amount is re-measurable as per actual utilization and to be paid in accordance with the schedule of rates stipulated below.
2. The Contract Price / Unit Rates shall not be subject to escalation; nor increased as a result of any increase in CONTRACTOR costs nor adjusted for any reason except as provided for in Article 6 above. The Contract Price shall include all costs, charges, taxes, duties, and all other expenses for performing the SERVICES / WORKS.
3. Except where it is expressly provided that LEMS shall carry out an obligation under the CONTRACT at its own cost, all things required to be supplied or performed by CONTRACTOR under the CONTRACT shall be deemed to be included in the Contract Price.
4. CONTRACTOR's invoice, as well as any payment related queries, shall be sent to the attention of Finance Department, LEMS Head Office, Al Rayyan, PO Box 70074, Doha, State of Qatar. CONTRACTOR shall invoice for the whole SERVICES / WORKS after the Completion Date. **All Invoices shall be sent to finance@locusengg.com**
5. The Contract Price / Unit Rates includes for everything necessary including mob/demob-cost for the CONTRACTOR to carry out its responsibilities under the CONTRACT or as can be reasonably inferred therefrom, whether explicitly mentioned in the Schedule of Prices or not.
6. Invoice: CONTRACTOR shall submit the Invoice at the end of every month for that month rendered services.
7. Payment Terms: 45 days from receipt of Invoice supported by Time Sheets, Call-off order & Consumables / material Invoice duly signed & approved by LEMS authorized representative.