

**Schedule B**

**"Scope of Service"**

The Contractor shall, in accordance with the terms and conditions of this Contract, perform the Services which consist of Recreational and Cultural Activity Services as described herein; by providing Personnel, Material, Electronics, Software, Media, Gift Away items, Event Arrangement/Management etc. within the Company premises and all other locations outside the Company premises which may require this Service by the Contractor at Al-Khafji, Saudi Arabia.

1. Service Area

The area covered by this Contract where the Contractor shall perform the Service as approved/instructed by the Company shall include, but is not limited to the following

Areas are detailed as follows:

- a. North Area
  - Family Area (Fitness Center, Family Area Beach etc.)
- b. Company's Permanent Spring Camp
- c. Company's Retirees Club
- d. Company's Soccer Club
- e. Any other areas requested by the Company at Al-Khafji

The Company reserves the right to increase/decrease the number of areas by adding new/deleting existing areas at any time during the Service Period. In such event, the Contractor shall be responsible to carry out the works/services in these areas on the same terms and conditions of this Contract.

2. Services to be performed

- 2.1. The Services to be performed are described herein in this Schedule B, however Contractor's Service shall not be limited to that described in the Contract but shall include all things necessary to accomplish the intent of the Contract and shall be for the following:

2.1.1 Sports Programs and Tournaments

The Contractor shall organize sports experiences and events targeting Company employees/families and Al-Khafji community based on the KJO Recreational Plan. (Team Sports, Individual Sports, Partner Sports and Fitness Experiences like "Marathons") – Main Events (1-6) and minor events which only require manpower and material arrangements.

The Contractor must be able to execute all activities necessary and required for the opening and closing ceremonies for sporting events under the plan of the Company.

The Contractor shall provide approved and certified specialized team and sports referees to be present during sports tournaments based on Company plan.

2.1.2 Supply of Materials

The Contractor shall provide all sports and recreational materials used during the tournaments and events planned by the Company (yearly plan).

The Contractor shall supply materials needed for tournaments and events sports related under the request of the Company (engraved tournaments medals/shields/cups, Nike or Adidas brand football, football nets, basketball nets, Wilson or Nike basketballs, volleyball nets, Nike or Mikasa volleyball brand, billiards sticks and balls, billiards table cloth, badminton paddles and birds, table tennis paddles and balls).

Uniforms used by sports teams shall be provided by the Contractor (Brand: Nike or Adidas).

2.1.3 Supply of Gift Coupons (Audience and Participants)

The Contractor shall provide gift coupons based on Company gift plan (for tournament participants and audience trivia game events).

Gift coupons shall be procured from XCITE Al-Ghanim in Kuwait and Extra Store in KSA.

2.1.4 Provision of Personnel

The Contractor shall provide six (6) personnel to coordinate with the Company for the following:

- Execute market surveys requested by the Company.
- Communicate and coordinate day to day activities for recreational and cultural programs.
- Execute plan provided by the Company.
- Activity and event budget control.
- Administration and secretarial works.
- Execute tasks during office working hours and events working hours related to the Company's recreational and cultural programs.

2.2. Main Events/Program

2.2.1 Company Summer Program

- a. Duration: 1 month (From 01/09/2023 To 03/10/2023)
- b. Location: KJO Beach (Family Area)

The Contractor shall provide the following:

- a. Water Activities
  - Paddle Boat (Quantity: 10 Adult (single seat) 10 children (children seat)).
  - Parasailing (single and double seating) including boat.
  - Inflatable children amusement water island (including set up)
- b. Beach Activity / Competition Arrangements (Adult and Children)
  - Tele match Games
  - Trivia Games
  - Children Mascot
  - Bottle Ring Toss
  - Sand Castle Set Up

- Beach Treasure Hunt
- Onshore Trampoline (Quantity: 4 – Minimum Diameter Size 4m x 5m)
- c. Beach Lounge (Quantity: 30)  
  
Description: Bohemian themed lounge with capacity of six (6) persons per lounge.
- d. Art Booth
  - Contains henna paintings, face painting and beads creation. Children shall be taught to create hair beads and bracelets.
  - Popcorn and ice cream machine (free of charge for minimum 500 guests)
  - Family and Home businesses
  - Minimum of 3 of the below family home businesses to be available on daily basis (Food businesses – Arabic menu, Sweet Arabic Menu, Hot and Cold Beverages Business)
  - Food Truck Supply  
Minimum one of the following options to be available on daily basis (Burger, fries and soft drink – Tea or Coffee Truck)
- e. Inflatable Floating Aqua Water Park for Kids
  - 5 pieces (Size 25m – 30m – 45m) – including full installation and operation.
  - Description (a combination of water slide, water trampoline and water maze) to be placed on water.

**2.2.2 Company Football Tournament**

Duration: 17 Days

Location: Company Football Club

The Contractor shall provide the following:

- a. Approved Football Event Staff  
  
Approved football referees associated with the Youth Welfare Office in Eastern Province Saudi Arabia (Number: 3).  
  
Approved football commenters associated with the Youth Welfare Office in Eastern Province Saudi Arabia (Number: 2).
- b. Art Booth  
  
Contains henna paintings, face painting and beads creation. Children shall be taught to create hair beads and bracelets
- c. Trampoline (Quantity: 4 – Minimum Diameter Size 4m x 5m)
- d. Popcorn and ice cream machine (free of charge for minimum 500 guests)

e. Family and Home businesses

Minimum of 3 of the below family home businesses to be available on daily basis (Food businesses – Arabic menu, Sweet Arabic Menu, Hot and Cold Beverages Business).

f. Food Truck Supply

Minimum 1 of the following option to be available on daily basis (Burger, fries and soft drink – Tea or Coffee Truck)

g. Audio System and Event Sound Coverage

h. Children and Adult (Audience Trivia Games)

i. Children Mascot

j. Lounge (seating area)

Arabic themed lounge

Quantity: 20 (occupies 6 people each lounge)

2.2.3 **Company Trips**

The Contractor shall arrange the following trips:

a. Oman - Salalah Trip 2023

Date: 14/09/2023 – 16/09/2023

Route: Kuwait – Oman - Kuwait

Note: Premium airlines (economy seating) tickets, Local Transportation (from airport to hotel – from hotel to airport), 5-star resort accommodation including breakfast meal (30 people - double room category).

b. Turkey/Istanbul Trip or Egypt/Cairo 2023

Date: 26/10/2023 – 28/10/2023

Route: Kuwait – Istanbul – Kuwait or Kuwait – Cairo – Kuwait

Note: Premium airlines (economy seating) tickets, Local Transportation (from airport to hotel – from hotel to airport), 5-star accommodation (Location: as per company) breakfast meal, (including transportation) - (46 people - double room category).

c. KSA – Riyadh Season Trip 2023

Date: 30/11/2023 – 02/12/2023

Route: Kuwait – Istanbul - Kuwait

Note: 5-star accommodation (Location: Boulevard) including breakfast meal (36 people - double room category).

d. Ramadan Umra Trip 2024

Date: 14/03/2024 – 16/03/2024

Route: Kuwait – Jeddah - Kuwait

Note: Premium airlines (economy seating) tickets, Local Transportation (from airport to hotel – hotel to airport – hotel to al haram if required) 5 Star accommodation required (at the heart of mecca Al-Haram) including futour and suhour meal (36 people - double room category).

2.2.4 **Company Walkathon**

The Contractor shall arrange sports marathon as follows:

a. Walking Point from Start to End (Pull up & Retractable Banners / Pole Banners). Fitness Obstacles to be located throughout the marathon.

b. Food Truck Supply

Minimum 2 of the following options to be available on daily basis (Burger, fries and soft drink – Tea or Coffee Truck) – to be located at end of point.

c. Family and Home businesses

Minimum of 3 of the below family home businesses to be available on daily basis (Food businesses – Arabic menu, Sweet Arabic Menu, Hot and Cold Beverages Business). – to be located at end of point.

2.2.5 **Company Spring Camp**

Location: Saudi Arabia (thirty (30) Kilometers from Al-Khafji Province)

Recreational location identified: Company Spring Camp. which serves Company employees, families and children during the spring season.

Opening Month: End-November

Closing Month: End-March

Duration: 4 Months

The Contractor shall provide the following:

- Material supply during spring camp season (coal through the season and full equipped coal holder) – **Quantity:** 600 coal box to cover 4 months – **brand:** Abu Ghazalah Charcoal 10KG.
- Recreational Program (Opening Ceremony, Closing Ceremony and Weekend Activities “Thursday and Friday” as well as Public Holidays which will be determined by Company)
- Trampoline (Quantity: 8 – Minimum Diameter Size 4m x 5m)
- Art Booth  
Contains henna paintings, face painting and beads creation. Children shall be taught to create hair beads and bracelets.
- Popcorn and pancake machine (free of charge for minimum 500 guests)
- Family and Home businesses  
Minimum of 3 of the below family home businesses to be available on daily basis (Food businesses – Arabic menu, Sweet Arabic Menu, Hot and Cold Beverages Business).

- Tents/replacement based on the condition of the tent under Company. (Note: company is obligated to provide to the contractor the standard of the tent that has to be used during the season – brand and quantity). Contractor should be able to provide rental or procurement tent pricing in case company replace tents.

<b>Type of Tent and Size in meter</b>	<b>Quantity</b>
<b>1 Pole</b>	
3x3	1
4x4	1
5x5	1
6x6	1
<b>2 Pole</b>	
6x4	2
6x5	2
7x4.5	2
8x5	2
<b>3 Pole</b>	
10x5	3
12x6	3
15x8	4
18x9	5
24x9	7
30x12	7
<b>Tent Upper Covers</b>	
White 5x3	2
5x3	2
6x4	2
8x4	2
9x5	½
11x5	3
13x6	4
15x8	5

**Set-up**

- The Contractor shall provide a team for camp set-up. Used only at the start and end of the season.
- The Contractor shall provide a full layout design plan of set up to be by the Company.

- The Contractor must provide additional tents to be located at spring camp location upon request of the Company.
- Quality standard of tent is identified by the Company targeting general usage as well as management and VIP.

**2.2.6 Children Program**

- Children recreational program (choice of recreational facility located in Kuwait and 1 choice of recreational facility located in KSA). - venue trips or any related choice is identified by company.  
Child Count: 50 (Including kids' meal from premium restaurants such as McDonalds and Pizza Hut)
- Location: Kuwait Kidzania
- Location: KSA Saffori Land

**2.2.7 General Requirement**

**2.2.7.1 Media Arrangements**

**Advertisement and Coverage**

- a. The Contractor must cover opening and closing ceremonies for the following as well as include the services under electronics & media arrangements:
  - I. Company Football Tournament
  - II. Company Management Football Tournament
  - III. Company Spring Camp
- b. The Contractor must provide social media (Snapchat / Instagram / Twitter “based on company choice and preferences”) influencer to cover the event and location provided by the Company.

**2.2.7.2 Videography Service**

The Contractor shall provide full event videography coverage service (Production and Post Production), capturing moving images on electronic media and streaming media.

The Contractor must include the following related videography services:

- a. Video commentary and narration (to comment and narrate throughout the capture footage of the event).
- b. Video Production and Post Production (video edit).
- c. Live Media coverage team and support (a group of media team and support specified of videographers, producers and directors – reportage).

**2.2.7.3 Photography Service**

The Contractor shall provide professional event photography services and editing / production during the event.

- a. Walk around photographer

- b. Drone photographer

2.2.7.4 High Resolution LED Screen Description

- Power and sensual dual back system
- Supports 4K resolution / high contrast ratio
- Low brightness, high gray level (16bit), plus high color revivification degree
- Indoor & Outdoor usage (Wall panel and cabinet support)
- Input / output stream ability

Size Requirement

- 5x3 ft (1080 resolution)
- 8 x 3 ft (2688 resolution)
- P2 indoor and outdoor
- Supports vertical and horizontal display rotation

The Contractor must include **technical, multimedia, cabinet and system** set up at locations provided by the Company.

2.2.7.5 Fireworks, Lightshow, Operetta and Audio Coverage

- The Contractor shall provide fireworks and lightshow experience (beam lasers and LED strip lights) for opening and closing ceremonies.
- The Contractor must provide the following – on land fireworks, air show fireworks and LED smoke machines. Note: contractor must provide government licenses in order to proceed.
- Operetta performance including 3 bill boards (Event 2-5-6).
- Audio setup and coverage through the events (Event 2-5-6).

2.2.7.6 Team Support

The Contractor shall under his cost provide a team to support the Company as per the following:

Number of Personnel required: 4 (National)

- To coordinate and organize day to day tasks with Company
- Budget control
- Age Requirement: Between 20 to 40 years (National)
- Minimum Monthly Basic Salary: Range between \$1300-\$1500
- Qualification: Bachelor's Degree
- The Contractor shall under his cost pay one point five (1.5) times the above applicable hourly unit rate for each overtime hour.
- The Contractor shall note that the Company shall not pay the salary and overtime for the personnel, hence the Contractor shall take account of any additional costs due to payment of monthly salary, overtime charges, annual merit increment, allowances such as housing and transportation, associated increases in overtime costs due

- to annual merit increase and any other costs in his overhead costs (under payable unit rates in Bid Form 2).
- The Contractor shall replace employees in case of poor performance, as recommended by the Company, within forty-eight (48) hours upon receipt of Company's recommendation.
- Contactor shall be responsible to provide a team specialized in each event and recreational activity.

2.2.7.7 General Note

- a. Other materials/services requested through Contractor from other sources shall be compensated as specified in Article 2 of Schedule C.
- b. The Contractor shall submit at least three (3) quotations for the requested materials, equipment and event arrangement/execution which is necessary for the corresponding details of work and procedures.
- c. Activities and events locations will be directed by the Company (KJO Locations Only).
- d. The Contractor is expected to be flexible in (days) durations related event/activity duration based on recreation plan/request (Increase and decrease in days).
- e. Number of participants (trips related and children program) are subject to increase based on Company request. Therefore, the Contractor shall be flexible in pricing strategy under request.
- f. In the event of unforeseen external factors (such as bad weather condition) the event shall be postponed to another date within the contract period as per the Company preference.

2.2.8 Special Services

Upon request of the Company, the Contractor shall perform Special Services such as but not limited to Cultural Activities during VVIP visits and special performance of Heritage Art Forms etc., through specialized, experienced and Company approved sub-contractor/service provider/supplier/manufacturer.

3. Requirements during Mobilization Period

3.1. Contractor's Representative

The Contractor shall, within seven (7) days after the Effective Date of the Contract (Date of Contractor's signing of the Letter of Intent), appoint his Representative and notify the Company of said appointment in writing for its approval. Contractor's Representative shall have the full power to represent and act on behalf of Contractor, receive Company's instructions and respond to Company in regard to the performance of Service. The Contractor's Representative or his authorized delegate shall have a mobile telephone for 24 hours' communication with the Company seven (7) days a week.

The Contractor shall, within seven (7) days after the Effective Date of the Contract, provide contact details for Contractor's Representative and for Contractor's corporate management person to whom Contractor's Representative Reports.

3.2. Project Manager

The Contractor shall, within seven (7) days after the Effective Date of the Contract, appoint his Project Manager and notify the Company of said appointment in writing for its approval. The Project Manager shall be stationed in Al-Khafji, Saudi Arabia and be provided with a mobile phone for twenty-four (24) hour communication with the Company.

3.3. KJO Preparatory Requirements

Within fourteen days from the Effective Date of the Contract, the Contractor shall familiarize himself with the KJO requirement for working in KJO premises.

During the mobilization period, the Contractor shall obtain KJO required documentation for his Personnel, Equipment/Vehicles and Materials such as, but not limited to, gate passes (e.g. Personnel, Equipment, Materials etc.), attend orientation courses (e.g. safety, work permits etc.), Equipment inspection requirements and the like.

The Contractor's representative who will liaise with the Company's Industrial Security and Safety Department (ISD) for permits of entry to Company's premises and the like shall be a Saudi National.

During mobilization, the Contractor shall obtain Company approval for:

- the Personnel to be assigned to the Contract,
- Equipment prior to placement of purchase order and
- any other items requiring Company approval.

Such approval shall be obtained in a timely manner and to a schedule approved by the Company.

3.4. Mobilization Schedule and Reporting

Within ten (10) days of the Effective Date of the Contract, the Contractor must submit to the Company its mobilization schedule, which shall cover all Contractor's mobilization activities such as, but not limited to, Personnel, Equipment, Materials, accommodation, offices, warehouse, Company approvals, KJO gate passes and the like.

Contractor's Representative shall provide mobilization progress reports to the Company in a Company approved format weekly or as directed by Company. Contractor shall provide any other information and/or documents requested by Company to substantiate Contractor's mobilization status.

3.5. Organization Chart and Work Procedures

Within one (1) month of the Effective Date of the Contract, the Contractor shall submit for Company's approval:

a. Organization Chart

- i. Organization charts for the overall Service and for each Section of Service, showing lines of communication within Contractor's organization and with the Company as well as Personnel distribution.
- ii. Deployment of Equipment.

b. Safety

- Contractor Safety Plan (CSP)
- Hazard Identification Plan (HIP)
- Emergency Response Plan (ERP)
- Risk Assessment Plan
- Transportation Plan (Fuel)
- Emergency Evacuation Plan

The above plans shall be reviewed and approved by concerned KJO departments. The Contractor shall, in coordination with the Company establish and implement adequate site-specific emergency response plan with associated procedures applicable to KJO's work sites. The Emergency Response Plan must specify exactly how personnel can constitute an emergency scenario. The Plan should include, but not limited to the following:

- Fire ignition source.
- Significant spillage of flammable materials.
- Injury to personnel on site.
- Threat of violence, personal injury or robbery.

The Contractor shall conduct awareness sessions for its personnel working on the site to teach them the steps that need to be followed in case of reporting an emergency.

c. Environmental Management Plan and other Plan and Programs

The Contractor shall submit the following plans and programs for the review and approval by the Company:

- Environmental Management Plan, within 15 days of Service Commencement Date.
- Environmental Aspect Register, within 30 days of Service Commencement Date.
- Waste Management Plan, within 15 days of Service Commencement Date.
- Waste Disposal Program (as per Article 7.1 of Schedule D), and
- Hazardous Waste Storage and Handling (as per Article 7.2 of Schedule D).

d. All Contractor's Personnel shall attend as a minimum the following KJO safety courses.

Basic Safety Course, Safety Management System (SMS), Fire Safety Training (Fire Extinguisher), Permit to Work (PTW), Hazard Recognition, AGT etc.

3.6. Establishment of Forms

Within seven (7) days to the Service Commencement Date of this Contract, the Contractor must prepare and submit, for the Company's approval, his proposed forms, with electronic copy for, but not limited to, the following:

- Daily Reports
- Attendance Sheets
- Monthly Reports
- Monthly Service Schedules
- Annual Service Schedules
- Request for material supply
- Request for materials to be issued from Company warehouse
- Warning Letter
- Monthly invoice for payment
- Safety Reports – report of all accident/injuries/MVCs
- Weekly status reports
- Vacation Schedule
- Daily check-in and check-out list of Contractor Personnel
- Work Order Form

During the mobilization period, the Contractor shall obtain approval from the Company of the format and contents of all documentation to be submitted to Company and the frequency of such submittals.

3.7. Personnel

The Contractor shall, within two (2) weeks from the Effective Date of the Contract, submit to the Company evidence that the concerned government authority has granted him approval for recruitment of the total number of expatriate laborer required under this Contract.

The Contractor shall, one (1) week prior to the Service Commencement Date of the Contract, submit to the Company for its approval a list of all the Personnel to be assigned for the performance of the Service together with CVs, copies of visas, work permits and residence permits. Company reserves the right to demand the submission of originals or authenticated copies of these documents if deem it deems fit or necessary. Such list of personnel shall give essential information of each of the Personnel such as, but not limited to, name of Personnel, age, nationality, educational qualification and work experience.

The Company reserves the right to conduct an interview, screening and/or trade test for anyone or all the Personnel nominated by the Contractor prior to the final selection of the Personnel to be assigned for the Services under this Contract. The Contractor shall make necessary arrangements for the Company to conduct such an interview, screening and/or trade test, at the Contractor's cost and responsibility.

3.8. Equipment

The Contractor shall, within two (2) weeks from the Effective Date of the Contract, submit to the Company evidence that he has placed firm orders to procure equipment and that the Equipment will be delivered to him by the commencement date.

The Contractor shall, one (1) month prior to the Service Commencement Date, submit to the Company evidence that he owns and has registered under his name all the required number of Equipment.

- 3.9. A sample of all Materials shall be submitted to the Company for its approval at least one (1) week prior to the Service Commencement Date.
- 3.10. A sample of the uniforms and the safety apparel shall be submitted to the Company for its approval at least one (1) week prior to the Service Commencement Date.
- 3.11. The Contractor shall make all other arrangements necessary for the commencement of the Service such as but not limited to items set out in Article 7 herein.

4. Personnel

The Contractor shall, to perform the Services under this Contract, provide and keep assigned the persons of the professions, qualifications and experiences as set out herein and elsewhere in the Contract throughout the Service Period of this Contract at his own cost and responsibility, however Contractor's supply of Personnel shall not be limited to that set out herein, and elsewhere in the Contract but include any and all Personnel required to carry out the intent to the Contract.

4.1. National Manpower

a. Definition

In this Contract, the following words shall have the meanings as below:

- "National(s)" means the person(s) of Saudi Arabian or Kuwaiti nationality.
- "Non-National(s)" means the person(s) of any other nationalities than Saudi Arabia and Kuwait.

b. Employment of Nationals

The Contractor shall conform to any and all Saudi Arabian rules and regulations governing the employment of Nationals and requirements set out in Attachment 4 to Schedule A "Contractor's National Manpower"

It is understood and accepted by the Contractor that it is his obligation to include the minimum number of Saudi Arabian and Kuwaiti Nationals in his Personnel engaged on this Contract.

5. Equipment

- 5.1. The Contractor shall, to perform the Services under this Contract, provide on a permanent basis the Equipment of the specification as set out herein and elsewhere in the Contract throughout the Service Period of this Contract, however Contractor's supply of Equipment shall not be limited to that set out herein and elsewhere in the Contract but include any and all Equipment required to carry out the intent to the Contract.

5.2. General requirement for Equipment

5.2.1. Marking

All Vehicles provided for the performance of this Contract shall have the following statement printed in Arabic and English on two sides of the Vehicles:

- "For KJO Services"
- Contractor's name
- Contract number
- Contract title

5.2.2. In the event of any Equipment being withdrawn from the Service for any reason including servicing, maintenance, breakdown, and inspection or over haul, it shall be the Contractor's responsibility to provide an immediate replacement of the same specification.

5.2.3. The Contractor shall observe and comply with the Safety Requirements issued by Industrial Security & Safety Dep't (ISD) of the Company.

## 6. Materials

6.1. The Contractor shall, to perform the Services under this Contract, supply Materials as set out herein and elsewhere in the Contract throughout the Service Period at his own cost and responsibility, however Contractor's supply of Materials shall not be limited to that set out herein and elsewhere in the Contract but include any and all Materials required to carry out the intent to the Contract.

6.2. All the Materials to be supplied by the Contractor shall be brand new, first class quality, and shall comply strictly with the requirements of this Contract. Contractor shall maintain ample stocks of Materials in Company Provided Facility warehouse in Al-Khafji throughout the Service Period.

6.3. At his cost and expense, the Contractor shall submit to the Company a sample of all the Materials whenever so requested by Company.

### 6.4. Storage of Materials

The Materials supplied by the Contractor or provided by the Company shall be stored in the warehouse in Company Provided Facility ("Warehouse"). The Contractor shall be responsible for loading, unloading, transporting, storing and handling of the Materials.

The Contractor shall be solely responsible for the care of the Materials stored in the Warehouse, and any damage to, loss or deterioration of such Materials, the Contractor shall, at his cost and responsibility, rectify, replace or otherwise make good such damage, loss or deterioration.

The Contractor shall follow and install the Safety procedure by ISD inside the warehouse by installing smoke alarm detectors and fire extinguishers.

The Company reserves the right to inspect the Warehouse and condition of the Materials stored therein at any time during the Service Period of the Contract, and may request the Contractor to repair, maintain or other improvement in storing and handling of materials as deemed necessary to which the Contractor shall comply without question.

The Contractor shall keep a complete inventory of the Materials and shall record information such as, but not limited to:

- a. Description,
- b. requisition date,
- c. requisition quantity,
- d. delivery date,
- e. delivery quantity,
- f. issuance date,
- g. issuance quantity,
- h. balance quantity in stock and
- i. Expiry/use by dates.

The Company shall have the right to inspect the Warehouse from time to time to verify the quantity and quality of the Materials supplied by the Contractor as well as the quantity consumed.

The Contractor shall, for his supply materials, at all times, keep stock sufficient for the Service. The actual number of stock items shall be approved by Company. However, Company's approval of stock and/or stock levels shall not relieve the Contractor of his responsibility to provide sufficient Materials for the smooth and continuous operation of the Service.

#### 7. Miscellaneous Items

The Contractor shall, to perform the Services under this Contract, supply miscellaneous items as set out herein and elsewhere in the Contract throughout the Service Period of this Contract at his own cost and responsibility, however Contractor's supply of miscellaneous items shall not be limited to that set out herein and elsewhere in the Contract but include any and all miscellaneous items required to carry out the intent to the Contract.

##### 7.1. Mobile Phones

For the smooth and efficient performance of the Service, the Contractor shall provide mobile phones to the following personnel. The cost of these mobile phones shall have been included in Contractor's Charges (Program Rates).

- i. 1 no. Contractor's Representative
- ii. 1 no. Project Manager

##### 7.2. Accommodation Facility

The Contractor shall, at his own cost and expense, provide suitable accommodation facilities in Al-Khafji, Saudi Arabia, for the Contractor's Personnel and for other persons for whom the Contractor may be responsible. The Contractor should not accommodate more than three persons in a room less than 16 Sq. M. Single rooms should be provided to Key Personal such as Engineers and Forman. All the rooms should be equipped with, but not limited to, mattress, bed, clothing cabinets, mirror, air conditioners and oil heaters.

The camp should have a suitable yard such as playground for volley ball, basketball etc. and should have sufficient number of toilets so that there is not less than one toilet for every 6 persons and the same number of showers and kitchens

The Company reserves the right to inspect the accommodation facility at any time during the Service Period of the Contract and may request the Contractor to repair or maintain such accommodation facility as deemed necessary to which the Contractor shall comply without question.

The above said accommodation facility shall be ready for Company's first inspection at least one (1) month prior to the Service Commencement Date of the Contract.

The Contractor shall comply with all relevant Saudi Governmental rules and regulations.

Should the Contractor not provide three (3) adequate daily meals for his Non-National Personnel, the Contractor shall provide adequate cooking facilities and a minimum food allowance of Saudi Riyals five hundred (SR 500.00) per month to each of such personnel.

The Company shall be the sole judge as to the adequacy of meals and cooking facilities and have the right to verify Contractor's compliance with this requirement.

Should the Contractor be in violation of this requirement by not providing suitable adequate cooking facilities or nonpayment of the food allowance, the Contractor shall rectify this deficiency within ten (10) days and the Company shall have the right to withhold payment until the Contractor provides evidence that such deficiency has been corrected.

### 7.3. Transportation

The Contractor at his own cost and expense provide transportation for all the Contractor's personnel between the accommodation facility and site of Service and between a site and other site of Service. Buses shall be in good working condition not older than 5 years and equipped with working A/C's and heating system. The buses shall have the markings as set out in Sub-Article 5.2.1 herein

### 7.4. Uniforms and Safety Apparel

The Contractor at his own cost and expense shall each year supply each of his employees with three (3) pairs of suitable overalls or work suits with the Company Logo (tag), they shall have a distinctive color for each work group.

The Contractor shall supply each of his employees with any necessary safety apparel such as, but not limited to, safety shoes, gloves, goggles and helmets (for the entire Contractor's Personnel).

The Company reserves the right to inspect all apparel provided by the Contractor to his Personnel, at any time during the effective period of the Contract, and may request the Contractor to renew such apparel, which are worn or unserviceable, to which the Contractor shall comply without question.

### 7.5. Vacation and Benefits:

The Contractor shall obtain Company's approval for the vacation schedule of Contractor's Personnel assigned under the Contract. The Contractor shall ensure that all his employees shall be permitted to avail annual leave as per the Saudi labor law. Expenses related to the annual leave of the Non-national employees is completely on the Contractor cost including the leave salary payment, tickets, Exit Re-Entry Visa and transportation. No replacement shall be required for personnel during their approved annual leave.

## 8. Reports

The Contractor shall submit daily, weekly and monthly reports to the Company Representative in an approved format.

The Contractor shall submit any other reports, logs and the like as requested by the Company and in an approved format.

9. Cooperation with Follow-on Contractor

During the period of the last four (4) weeks at the end of the Service Period or upon termination of all or part of the Service for any reason, and in the event of the replacement Contract being awarded to another contractor, the Contractor shall familiarize the new contractor with the Service/works and hand them over the Service/works in the manner best suited to the uninterrupted performance of the Service.

It is the Contractor's responsibility to do all things reasonable to achieve a satisfactory hand-over of the Service to any follow-on contractor.

10. Penalty

It is understood and accepted by the Contractor that the penalties set out in this Schedule B and elsewhere in the Contract shall be applied for the absence of Personnel, Equipment, and Material, for deficiency in Services and for non-performance of any Service/work.

In the event of Contractor's failure to perform the services under this Contract he shall be penalized as set out below, however penalties/reduction in Service Charge are not fully set below and other penalties/reduction are set out where applicable elsewhere in the Contract:

- 10.1 Should anyone of Contractor's Personnel be absent or otherwise not available for services under this Contract during the service hours, Contractor shall be penalized for united State Dollars Two Hundred (US\$ 200.00) per each case per person per day.

For the purpose of the penalty for the absence or unavailability of Contractor's personnel, a part of a day shall be deemed a whole day and such absence or unavailability found during a part of a day shall also be penalized at the same rate as stipulated above.

- 10.2 In the event of damage, shortage, malfunction or otherwise not available of the Equipment for Services under this Contract, Contractor shall be penalized for united State Dollars Two Hundred (US\$ 200.00) per each case per equipment per day.

- 10.3 United States Dollar fifty (US \$ 50) per person per day shall be deducted for failure to comply with the requirements mentioned in the personnel accommodation facilities.

- 10.4 United States Dollar fifty (US \$ 50) per vehicle per day shall be deducted for failure to provide transportation as specified in the Contract.

- 10.5 United States Dollar thirty (US \$ 30) per person per day shall be deducted if Contractor's Personnel found without KJO identity badges.

- 10.6 United States Dollar sixty (US \$ 60) per person shall be deducted if Contractor's Personnel is found without PPE such as overall, safety shoes, safety helmet, and other PPE as required as per hazards involved in the work.
- 10.7 United States Dollar fifty (US \$ 50) per person per day for Contractor's Personnel not using proper tools/equipment as required to carry out the work safely.
- 10.8 United States Dollar fifty (US\$50) per person per day for not providing three (3) sets of uniform as mentioned in the Contract.
- 10.9 United States Dollar ten (US\$10) per person per day for not providing adequate cooking facilities or minimum food allowance as mentioned in Sub-Article 7.4 of Schedule B of the Contract.
- 10.10 Penalty for default in timely payment of salaries to Contractor's Personnel

In the event of Contractor's non-compliance with the provisions set out in Sub-Article 5.1.7 of Schedule A, for the delay in payment of salaries to Contractor's personnel Contractor shall be subject to a penalty for default in timely payment, for which he shall pay Company the amount stipulated below for each such incident of non-payment of salary to his Personnel from the very first day of default until one (1) day before the date on which Contractor actually makes payment to such Personnel as accepted by Company.

("Incident" shall mean non-payment of salary to a single Contractor Personnel or more by the fifth (5th) day of the succeeding month for the preceding month salaries).

(i) For the first (1<sup>st</sup>) incident

An amount equal to United States Dollars Thirty (US\$30.00) per Person for each day of delay.

(ii) For the second (2<sup>nd</sup>) incident

An amount equal to United States Dollars Fifty (US\$50.00) per Person for each day of delay.

(iii) For the third (3<sup>rd</sup>) incident and more

An amount equal to United States Dollars One Hundred (US\$100.00) per Person for each day of delay.

The Contractor understands that such penalty shall remain in full force and continue to apply for the whole period of default even during partial compliance, and will only cease to apply when the Contractor actually comes into full compliance by disbursing the salaries due to all of his Personnel assigned under the Contract.

- 10.11 In the event that the Contractor damaged the utility lines or existing facilities, the Contractor shall be penalized as set out in Schedule A, Sub-Article 13.4.
- 10.12 In case of failed to notify all untoward incidents and accidents to the attention of Company as per set out in Sub-Article 4.2.11 of Schedule A, an amount of

United States Dollars One Hundred (US \$ 100.00) per day for each case shall be deducted from the incident day.

- 10.13 Failure of the Contractor to submit all invoices for payments within One Hundred Twenty (120) days from the day the Service is completed, deduction as set out in Sub-Article 7.1.1 of Schedule A of the Contract shall be applied.
- 10.14 United States Dollar two hundred (US\$200.00) per incident for any general HSE violations.
- 10.15 In the event that the Company is dissatisfied with the Contractor's performance of the Service on account of unreasonably slow progress, incompetence, imperfect or defective Service or other like reasons attributable to the Contractor, and should the Contractor fail or refuse to remedy the matters complained of within ten (10) days after receipt of Company's notice, deduction as set out in Sub-Article 4.2.8 of Schedule A shall be applied.

The Company has the right to deduct the amount penalized in accordance with the foregoing provisions from any amount due the Contractor or from Contractor's Performance Bond.

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