



# QF Mandatory Standards

**of Migrant Workers' Welfare**  
for Contractors & Sub-Contractors

QATAR FOUNDATION

## Acknowledgement

QF Migrant Workers' Welfare Initiative was made possible thanks to the sponsorship and endless support of QF Vice President for Capital Projects, Facilities Management & HSSE. Through his directive, a Working Committee was established in order to develop these Mandatory Standards of Migrant Workers' Welfare for Contractors & Sub-Contractors and create a due diligence system within the Foundation for continuous monitoring and development of its relevant activities.

These Standards are hence the result of a collaborative effort amongst the Working Committee members whose backgrounds include law, sociology, HSE, architecture and management. The Committee consists of members representing QF, Astad, Msheireb Properties and Qatar 2022 Supreme Committee. Other organizations and consultants have also contributed to this document with their expert in-put and review such as Shell and KBR. Much appreciation and gratitude goes to all for all their efforts and commitment to the cause. The Committee would also like to thank the QF Legal for their support and review.

It is QF's aspiration that these Standards initiate a snowballing process towards transforming workers' quality of life and thus set an exemplary model for ethical treatment of workers nationwide.

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## 1. MISSION STATEMENT

Qatar Foundation firmly believes that dignified living and working conditions are essential to unlocking human potential and indispensable to its mission of raising the quality of life for all.

## 2. DEFINITIONS

Term / Acronym	Definition
<b>Contractor</b>	Contractor is the other Party to the Main Contract with QF
<b>Designated Personnel</b>	Any person designated by QF to oversee the compliance with the Standards
<b>Employer</b>	Contractor or Sub-Contractor who has an employment contract with Workers
<b>Employment Contract</b>	The official contract signed between the Employer and a Worker in Qatar
<b>Labour Supplier</b>	An agent, entity or person that supplies labour, directly or indirectly, to any Contractor or Sub-Contractor
<b>Law</b>	Any law, regulation, directive, decree, ministerial decision or guideline issued and as amended and/or updated from time to time by the governmental authorities of the State of Qatar (Annex "A")
<b>Main Contract</b>	The contract between QF and the Contractor of which the Standards form a part
<b>Occupational Disease</b>	Any chronic ailment that occurs as a result of worker occupational activity. It is an aspect of occupational safety and health. An occupational disease is typically identified when it is shown that it is more prevalent in a given body of workers than in general population, or in other worker population.
<b>Original Offer of Employment</b>	The officially approved and registered offer stipulating terms of employment, issued by the Employer for the recruitment of a Worker and received by a Worker in his country of origin
<b>Placement Fees</b>	Any monies or fees paid to legalize employment in Qatar such as commissions, costs, or expenses paid for travel to Qatar, medical tests in Qatar, work permit, residence permit in Qatar.
<b>QF</b>	Qatar Foundation for Science, Education and Community Development
<b>Recruitment Agency Local</b>	Means and includes any sub-agent, natural person or legal entity registered and licensed in the State of Qatar which acts as an intermediary for the purpose of recruiting a Worker for an Employer in Qatar
<b>Recruitment Agency Abroad</b>	Means and includes any sub-agent, natural person or legal entity registered and licensed in the country of origin which acts as an intermediary for the purpose of recruiting a Worker for an Employer in Qatar
<b>Recruitment and Processing Fees</b>	Any monies or fees payable for the recruitment in the country of origin to obtain employment in Qatar, including commissions, costs or expenses paid for medical test, police clearance, recruitment advertisement, interview, insurance, pre-departure orientation, airline ticket, airport tax, and other government taxes
<b>Standards</b>	Mandatory Standards for Migrant Workers' Welfare for Contractors & Sub-Contractors

<b>Sub-Contractor</b>	Any Sub-Contractor appointed by a Contractor to perform any works on QF projects, and includes any enterprise in the supply chain of the Contractor such as Equipment Suppliers, Labour Suppliers and other service providers including those involved in the recruitment, selection, and hiring of Workers
<b>Welfare</b>	Means protecting and preserving dignity of migrant Workers throughout the entire migration cycle which includes recruitment, mobilization, living and working conditions in Qatar as well as repatriation to their home countries
<b>Workers</b>	All daily, hourly and monthly paid employees of the Contractor and Sub-Contractors
<b>Migrant Workers' Welfare Charter</b>	A Charter (Annex "B") signed by the QF Vice-President for Capital Projects, Facilities Management & HSSE and outlining the fundamental principles of Workers' welfare

### 3. INTERPRETATION OF THE STANDARDS

- 3.1 Any reference to gender in these Standards is inclusive of both genders.
- 3.2 These Standards shall be governed by, construed and interpreted in accordance with the Laws.

### 4. PURPOSE

- 4.1 The purpose of these Standards is to set forth minimum mandatory requirements with respect to recruitment, living and working conditions and general treatment of Workers engaged in construction and other projects at QF.
- 4.2 These Standards aim to reinforce QF's commitment to improving the quality of life of Workers across all its construction and other projects.

### 5. SCOPE

- 5.1 All construction and other activities under QF Capital Projects, Facilities Management & other QF directorates and centres shall be carried out in line with the requirements set out in the Law and these Standards.
- 5.2 Adherence to the Law and these Standards is the key condition for QF's selection and retention of its Contractors and their Sub-Contractors.
- 5.3 The requirements stipulated in these Standards are applicable to all Workers of QF Contractors and Sub-Contractors regardless of whether they were recruited for QF projects or not. The overall integrity of Contractors & Sub-Contractors is crucial to QF's commitment to select & retain ethical business partners.

### 6. APPLICATION

- 6.1 All Contractors shall be contractually required to comply with the requirements set out in the Law and these Standards.



- 6.2 These Standards shall constitute a part of the Main Contract.
- 6.3 Contractors shall ensure adherence to the Law and these Standards by all its Sub-Contractors and shall incorporate these Standards by specific reference into all Sub-Contract agreements.
- 6.4 The Contractor shall provide the Designated Personnel with a copy of the agreements signed by its Sub-Contractors.
- 6.5 Where any provisions in the Main Contract or sub-contracts are contrary or in conflict with these Standards, the provisions deemed by QF as more stringent shall prevail.
- 6.6 Employment conditions, policies and practices of Contractors and Sub-Contractors shall always meet the minimum requirements set out in the Law and these Standards.
- 6.7 These Standards shall apply from the date of award of the Main Contract.
- 6.8 Contractors and Sub-Contractors shall comply with all the amendments and additions made to these Standards after the award and during the execution of the works under the Main Contract and/or sub-contract.

## **7. LEGAL REQUIREMENTS**

- 7.1 All Contractors and Sub-Contractors shall adhere to the following:
  - 7.1.1 The relevant Law;
  - 7.1.2 Any relevant amendments or additions to the Law and any relevant new law promulgated during the implementation of the Main Contract and sub-contracts;
  - 7.1.3 Any other legislation applicable to Workers.
- 7.2 The relevant Law referred to in these Standards is listed in Annex “A”.
- 7.3 Where any provisions of these Standards are contrary or in conflict with the Law, the provisions deemed by QF more stringent shall prevail.

## **8. AUTHORITY**

Health, Safety, Security & Environment (HSSE) Directorate has authority, on behalf of QF, with regard to all welfare matters and are authorized by QF to co-ordinate and assess welfare policies, practices and procedures.

## **9. GENERAL REQUIREMENTS**

### **9.1 Welfare Adherence Plan**

- 9.1.1 The Contractor shall submit, along with other required bid documents during the tendering stage, a detailed ‘Welfare Adherence Plan’. The Welfare Adherence Plan shall include as a minimum:

- 9.1.1.1 A written policy statement signed by and showing the commitment of senior management of the Contractor to the QF Migrant Workers' Welfare Charter;
- 9.1.1.2 A recruitment policy describing the process undertaken by the Contractor to recruit Workers from abroad;
- 9.1.1.3 A sample of Original Offer of Employment;
- 9.1.1.4 A sample of employment contract;
- 9.1.1.5 A copy of contract signed with Recruitment Agency Local or Recruitment Agency Abroad;
- 9.1.1.6 An employment policy stipulating procedures, practices and mechanisms to regulate employer-employee relationship;
- 9.1.1.7 Welfare organizational chart identifying the key personnel and their duties and responsibilities for welfare of Workers;
- 9.1.1.8 Detailed arrangements for the identification and resolution of welfare problems and concerns or grievances of Workers;
- 9.1.1.9 Detailed plan outlining and describing improvements of accommodation standards, as well as recreational, medical, psychosocial and nutritional elements;
- 9.1.1.10 Detailed plan outlining and describing improvements of transportation standards;
- 9.1.1.11 Detailed Facilities Management Plan.

9.1.2 The key staff of the Contractor shall ensure that the submitted plan is assessed against these Standards.

9.1.3 Failure to submit a Welfare Adherence Plan in line with these Standards may entail disqualification of a bidder from the tendering process.

## **9.2 Induction of Contractors and Sub-Contractors**

9.2.1 Designated Personnel or the entity authorized by QF will provide welfare induction training to all new Contractors and Sub-Contractors following award of Main Contract and/or sub-contracts.

9.2.2 These induction trainings will include but will not be limited to:

- 9.2.2.1 Migrant Workers' Welfare Charter
- 9.2.2.2 These Standards
- 9.2.2.3 Best practices to assist in complying with these Standards
- 9.2.2.4 Self-audit
- 9.2.2.5 Regular welfare audits of Contractors or Sub-Contractors independently to assess their adherence to the Law and these Standards.

9.2.3 All Contractors and Sub-Contractors shall attend induction trainings.

## **9.3 Employment & Welfare Policies, Procedures & Standards**

9.3.1 The employment and welfare policies, procedures and standards of Contractors and Sub-Contractors shall be in line with the requirements set out in the Law and these Standards and shall be applied consistently.



9.3.2 Contractors and Sub-Contractors shall ensure that the following written policies and procedures are in place and meet the requirements set out in the Law and these Standards:

9.3.2.1 A recruitment policy describing the process undertaken to recruit Workers from abroad;

9.3.2.2 An employment policy stipulating procedures, practices and mechanisms to regulate employer-employee relationship;

9.3.2.3 Welfare organizational chart identifying the key personnel and their duties and responsibilities for welfare of Workers;

9.3.2.4 Detailed arrangements for the identification of welfare problems and concerns or grievances of workers.

9.3.3 Contractors and Sub-Contractors shall facilitate an establishment of a Workers' welfare committee consisting of representatives of the employer and representatives elected by workers.<sup>1</sup> The welfare committee shall deal with the study and discussion of all matters as per the Law.

#### **9.4 Key Welfare Personnel of Contractors and Sub-Contractors**

9.4.1 Trained and competent Welfare Personnel sensitized to the requirements of these Standards is indispensable to the implementation of the mission of these Standards as well as to providing a comfortable social context and ensuring well-being of Workers.

9.4.2 The Contractor and Sub-Contractor shall provide trained and competent personnel for the implementation of the requirements set out in these Standards.

9.4.3 Minimum competence criteria for welfare critical positions are detailed below:

9.4.3.1 Welfare Manager – resident at manpower 500+ - shall hold at least a bachelor's degree in HR Management or equivalent, have a minimum 3 years experience in HR management and have a thorough knowledge of the Law and these Standards; or equivalent acceptable qualifications.

9.4.3.2 Senior Welfare Officer – resident at manpower 100 then + 1 for each additional 500 manpower – shall hold at least a bachelor's degree or diploma in Social or Behavioral Sciences, have a minimum 3 years of relevant experience as well as have a thorough knowledge of the Law and these Standards; or equivalent acceptable qualifications.

9.4.3.3 Welfare Officer – resident at manpower 50 then + 1 for each additional 150 manpower – shall hold a bachelor's degree, diploma or training in a related field, have a minimum of 1 years of experience in social welfare as well as have a

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<sup>1</sup> Labour Law, art. 124-126.

thorough knowledge of the Law and these Standards; or equivalent acceptable qualifications.

9.4.3.4 Accommodation Manager – resident at manpower 100 and over – shall have a minimum of 3 years experience as an accommodation manager or equivalent as well as have a thorough knowledge of the Law and these Standards; or equivalent acceptable qualifications.

9.4.4 In line with the afore-mentioned requirements, Contractor with 1000 workers would require:  
1 resident Welfare Manager + 2 resident Senior Welfare Officers + 7 resident Welfare Officers

9.4.5 Contractor with 5000 workers and above would require a competent recreation/sports and events officer, a communication officer, and resident Psychologist. In this case number of resident welfare officers could be reduced.

9.4.6 All key welfare staff will be required to attend a workshop or workshops organized by QF to familiarize themselves with these Standards and to ensure the adherence of Contractors and Sub-Contractors to it.

9.4.7 Contractors and Sub-Contractors shall ensure that their all employees involved in Workers' welfare activities are sensitized to the improvement of the quality of life of Workers and have attended an awareness/induction session to familiarize themselves with the contents of these Standards.

9.4.8 Contractors and Sub-Contractors are encouraged to establish a volunteer support network from among the workforce who can be approached by any individual in times of distress or concerns without the fear of being exposed. The volunteer support network may provide timely interventions when needed.

## **9.5 Welfare Self-Audit**

9.5.1 The Contractor and/or Sub-Contractor shall develop an internal mechanism and procedure to regularly audit the implementation of its Welfare Adherence Plan and the requirements set out in the Law and these Standards.

9.5.2 As a minimum, there shall be a bi-annual joint welfare audit undertaken by the Contractor and/or Sub-Contractor and Designated Personnel.

9.5.3 Contractor and/or Sub-Contractor shall provide a quarterly self-assessment report of its adherence to the requirements set out in the Law and these Standards.

9.5.4 Contractor and/or Sub-Contractor shall ensure that welfare self-audits are sufficiently utilized in order to detect any problems in the implementation of Welfare Adherence Plans as well as concerns or grievances of Workers.

## **9.6 Welfare Audit**

- 9.6.1 Designated Personnel, whether QF employees or an independent third-party auditor appointed at the discretion of QF, will undertake periodic welfare audits as part of an existing health, safety and environment (HSE) inspection process.
- 9.6.2 A welfare audit will include but is not limited to inspection of the Contractor's and/or Sub-Contractor's work site, accommodation site, review of employment records, interviews of management and Workers.
- 9.6.3 A follow-up audit will be conducted on a quarterly basis in order to assess the adherence of QF Contractors and Sub-Contractors to the requirements set out in the Law and these Standards as well as detect any concerns or grievances of Workers.
- 9.6.4 The results thereof shall be graded and shall be given due consideration during future project awards.
- 9.6.5 The Contractor and/or Sub-Contractor shall cooperate with the Designated Personnel, make all places of work, documents and record available as necessary and expeditiously provide any information requested.
- 9.6.6 Any obstruction of the audit activities of the Designated Personnel shall be construed as a fundamental breach of the Main Contract or Sub-Contract.

## **9.7 Communication**

- 9.7.1 In order to promote a coordinated approach and a free flow of information, QF HSSE Directorate will conduct a monthly meeting with Contractors and Sub-Contractors for continuous exchange and collaboration.
- 9.7.2 A designated focal point of communication shall be assigned by QF and/or its agents. Similarly, a single point of contact for communications on welfare should be appointed by Contractor and Sub-contractor.
- 9.7.3 Overall communication protocols shall be in line with the project management agreed protocols, or as otherwise agreed.

## **9.8 Targets & Objectives**

- 9.8.1 The Contractor and/or Sub-Contractor are encouraged to develop welfare targets and objectives and shall measure and review performance.
- 9.8.2 Contractors and Sub-Contractors shall take steps to foster a positive cooperative culture as necessary to realize the goals of these Standards and treat the goal of transforming the quality of life of

Workers as essential to unlocking human potential, productivity and performance.

## 10. FUNDAMENTAL PRINCIPLES

Contractors and Sub-Contractors shall treat Workers on the basis of the following principles as outlined in the Migrant Workers' Welfare Charter:

- 10.1 ensure that Workers are informed about their human and labour rights and their entitlements under the Law and these Standards;
- 10.2 exert the due diligence to ensure that the dignity of Workers is protected and preserved throughout their recruitment, placement, sojourn and return;<sup>2</sup>
- 10.3 do not allow or tolerate any forced, compulsory, bonded, or indentured labour, human trafficking practices, or other violations of human and labour rights;<sup>3</sup>
- 10.4 comply with fair employment practices and standards for all Workers;<sup>4</sup>
- 10.5 create a safe, healthy and worker-friendly working environment;<sup>5</sup>
- 10.6 create a decent, clean, safe, healthy and quality living environment;<sup>6</sup>
- 10.7 treat all Workers equally and fairly, irrespective of their nationality, gender, ethnic origin, race or religion;<sup>7</sup>
- 10.8 ensure that Workers receive equal pay for equal work;<sup>8</sup>
- 10.9 do not allow or tolerate employment of persons under the age of 18;<sup>9</sup>
- 10.10 do not allow or tolerate retaliation against Workers for exercising any of their rights under the Law including raising any form of grievance, deciding to resign or refusing to perform work that poses a safety risk.<sup>10</sup>

## 11. RECRUITMENT STANDARDS

### 11.1 Ethical Recruitment Principles

11.1.1 Workers shall not be charged any Recruitment and Processing Fees or Placement Fees.

11.1.2 Workers shall be informed about the terms and conditions of their employment, safety and health risks of their work prior to their deployment to Qatar in the language they understand.

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<sup>2</sup> Constitution of the State of Qatar (in force as of 2005), art.18: "The Qatari society is based on the values of justice, benevolence, freedom, equality, and high morals."

<sup>3</sup> ILO Convention concerning Forced or Compulsory Labour, Qatar is a party to it since 1998; ILO Convention on the Abolition of Forced Labour, Qatar is a party since 2007.

<sup>4</sup> Constitution of the State of Qatar, art.30: "Employee-employer relationship shall be based on the ideals of social justice and shall be regulated by law."

<sup>5</sup> Labour Law of the State of Qatar of 2004, art.99.

<sup>6</sup> Ministerial Decision no.12 (2005).

<sup>7</sup> ILO Convention on Discrimination (Employment and Occupation), Qatar is a party since 1976; International Convention on the Elimination of All Forms of Racial Discrimination (art.1), Qatar is a Party to it since 1976.

<sup>8</sup> International Convention on the Elimination of all Forms of Racial Discrimination, art.5(e)(i).

<sup>9</sup> Labour Law, art.86.

<sup>10</sup> Constitution of the State of Qatar, art.52: "Every person who is a legal resident of the State shall enjoy protection of his person and property in accordance with the provisions of the law."

- 11.1.3 Workers shall receive a signed copy of their Original Offer of Employment in the language they understand prior to their deployment to Qatar.
- 11.1.4 Workers shall be informed about their rights and responsibilities under the Law prior to their deployment to Qatar.
- 11.1.5 Workers shall not be required to sign a contract different than their Original Offer of Employment in their country of origin.
- 11.1.6 Workers shall not be asked by an Employer or Recruitment Agency Local or Recruitment Agency Abroad to participate in any form of forced or mandatory savings in order to pay off Recruitment and Processing Fees or Placement Fees.

## **11.2 Recruitment Agencies**

- 11.2.1 The Contractor and Sub-Contractor shall only utilize the service of an agency that is registered and licensed by the competent authority of the jurisdiction in which the agency operates and that does not charge Workers any Recruitment and Processing Fees or Placement Fees.
- 11.2.2 In the event the Recruitment Agency Local registered and licensed in Qatar engages a Recruitment Agency Abroad to recruit Workers from abroad, the Contractor shall exert due diligence to ensure that the local agencies it engaged for the recruitment of Workers from abroad cooperate with registered, licensed and accredited overseas agencies which are approved by the Embassy or Consulate of respective countries from which Workers are recruited.
- 11.2.3 The Contractor shall exert due diligence to ensure that recruitment agencies local or abroad it has authorized for the recruitment of Workers in their country of origin will not charge Workers for Recruitment and Processing Fees or Placement Fees.
- 11.2.4 The Contractor and Sub-Contractor shall have an explicit recruitment policy that stipulates the prohibition of payment of Recruitment and Processing Fees, and Placement Fees by Workers in its contract with Recruitment Agency Local or Recruitment Agency Abroad.<sup>11</sup>
- 11.2.5 The contract between the Contractor or Sub-Contractor and Recruitment Agency Local or Recruitment Agency Abroad shall include a list of all fees paid for by the Contractor or Sub-Contractor for the recruitment and employment of Workers.
- 11.2.6 The job advertisements from Recruitment Agency Local or Recruitment Agency Abroad shall include the statement that no fees shall be charged to Workers at any phase in the recruitment, selection, hiring or deployment process.

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<sup>11</sup> Labour Law, art.33. Also, the art.34 prescribes a model contract (determined by the Ministry of Labour) between the employer and placement agency.

### **11.3 Action Against Unscrupulous Recruitment Agencies**

- 11.3.1 The Contractor and Sub-Contractor shall not utilize the service of a Recruitment Agency Local or Recruitment Agency Abroad who charge Workers any Recruitment and Processing Fees or Placement Fees, or failing to inform or misinform Workers about working and living conditions in Qatar, or do not provide a copy of an Original Offer of Employment to Workers.<sup>12</sup>
- 11.3.2 The Contractor shall terminate its contract with a Recruitment Agency Local or Recruitment Agency Abroad, wherever the Contractor or Sub-Contractor has become aware of the agency engaging in activities specified in 11.3.1.
- 11.3.3 Wherever the Contractor or Sub-Contractor has become aware of a Recruitment Agency Local or Recruitment Agency Abroad engaging in activities specified in 11.3.1, the Contractor or Sub-Contractor shall report the agency to QF, Ministry of Labour, and local Embassy or Consulate accordingly.
- 11.3.4 QF has the right to stop any Contractor or Sub-Contractor from utilising the services of any Recruitment Agency Local or Recruitment Agency Abroad and report such an agency to the Ministry of Labour, local Embassy or Consulate accordingly where it is established that the agency engages in activities specified in 11.3.1.

### **11.4 Recruitment, Processing and Placement Fees**

- 11.4.1 Neither in their country of origin nor in Qatar, shall Workers be charged directly or indirectly any fees, commissions or costs for recruitment, processing or placement.<sup>13</sup>
- 11.4.2 The Employer shall bear all Recruitment and Processing Fees and Placement Fees for all Workers recruited both through a Recruitment Agency Local or Recruitment Agency Abroad.
- 11.4.3 The Employer shall have a written policy declaring that Workers shall not pay any amount to secure a job in its establishment.
- 11.4.4 The job advertisements from the Employer shall include the statement that no fees shall be charged to the Worker at any phase in the recruitment, selection, hiring or deployment process.
- 11.4.5 The Employer shall reimburse Workers for any Recruitment and Processing Fees or Placement Fees paid by them in Qatar or abroad, regardless of whether or not they were recruited for the projects at QF.

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<sup>12</sup> Ministerial Decision no. 8 (2005) on Recruitment Agencies makes it mandatory for recruitment agencies to provide employees with a copy of employment contract signed by the employer and certified by competent authorities.

<sup>13</sup> Labour Law, art.33 talks about prohibition of recruitment fees charged by recruitment agencies in Qatar. This new standard extends its application to the countries of origin.

- 11.4.6 The Employer shall ensure that the Recruitment Agency Local or Recruitment Agency Abroad it engaged for the recruitment of Workers from abroad returns Workers back to their country of origin at its own expenses if the Worker upon arrival refuses to accept the work because the agency has misled him at the time of entering into contract as to the terms and conditions of the employment.<sup>14</sup>
- 11.4.7 The Employer shall ask a Worker newly assigned to the establishment if he has paid any Recruitment and Processing Fees or Placement Fees.
- 11.4.8 The Employer shall have an effective and efficient grievance procedure that Workers may utilize to lodge complaints against Recruitment Agencies Local or Recruitment Agencies Abroad.
- 11.4.9 The Employer shall ensure that Workers know how to use the grievance procedure without fear of retaliation.

## **11.5 Informed Consent to Employment**

- 11.5.1 Workers shall receive, in their own language, clear and accurate information regarding the position, conditions of work, safety and health risks of the work to be performed, accommodation, salary details, leave entitlement, uniform, food provisions and all other necessary terms of employment before deployment to Qatar.
- 11.5.2 The contract between the Contractor or Sub-Contractor and Recruitment Agency Local or Recruitment Agency Abroad shall stipulate an obligation of the agency to provide Workers with accurate information about working and living conditions in Qatar prior to their deployment.
- 11.5.3 The Contractor and Sub-Contractor shall exert due diligence in ensuring that Recruitment Agencies Local and/or Recruitment Agencies Abroad provide clear and accurate information to Workers about working and living conditions prior to their deployment.
- 11.5.4 The Contractor and Sub-Contractor shall submit evidence that its Workers were made aware of their rights, working and living conditions before deployment.

## **12. EMPLOYMENT STANDARDS**

### **12.1 Employment Contract**

- 12.1.1 The terms of the employment contract Workers sign upon their arrival in Qatar shall be identical to the terms of the Original Offer of Employment which they received in their country of origin.
- 12.1.2 In case the contract Workers sign in Qatar stipulates terms of employment more advantageous to Workers than the ones they were

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<sup>14</sup> Ministerial Decision no. 8 (2005), art.18.



informed of prior to their deployment, any amendments may be made with the knowledge and informed, written consent of the Worker.

12.1.3 The Employer shall submit to the approval of the Ministry of Labour copies of both the Original Offer of Employment as well as the employment contract.

12.1.4 The Worker may not be asked to perform work other than that agreed upon unless it is temporary and it does not basically differ from the original work. The request to perform such work shall not entail an insult on the Worker and the wage of the Worker must not be reduced.<sup>15</sup>

12.1.5 The terms of the Original Offer of Employment and the employment contract shall at least comply with the minimum requirements of the Law and these Standards.

12.1.6 Employment contracts shall clearly specify the rights and responsibilities of workers with regard to wages; hours of work, including regular hours and overtime requirements; days off and annual leave; rights and responsibilities, notice period and conditions for termination by each party; disciplinary procedures as well as dispute settlement procedures consistent with the Law.

12.1.7 Employment contracts shall clearly specify the circumstances in which a Worker can terminate his contract without penalty, given reasonable notice, and in accordance with the Law.

12.1.8 Employment contract shall be translated and explained to Workers in the language they understand before they sign.<sup>16</sup>

12.1.9 Workers shall not be coerced into signing contracts or signing a blank document.

12.1.10 The Employer shall immediately adjust and reimburse to Workers, when a Worker can present a proof that the Original Offer of Employment received in the country of origin is more advantageous than the employment contract signed in Qatar.

12.1.11 The Employer shall keep a record and copies of all Original Offers of Employment and employment contracts and make them available for audit upon request by the Designated Personnel.

## **12.2 Employment Requirements**

12.2.1 Workers shall possess valid work and residence permits in accordance with the Law.<sup>17</sup>

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<sup>15</sup> Labour Law, art.45.

<sup>16</sup> Labour law, art.9: "All contracts shall be made in Arabic; the employer may accompany such contracts with an unofficial translation." The QF standard on the translation of employment contracts goes one step further.

<sup>17</sup> Labour Law, art.23.

- 12.2.2 The Contractor and Sub-Contractor shall submit quarterly manpower reports to the Designated Personnel showing the total number of Workers, their nationality, start dates, visa, residency expiry dates and the position of each Worker.

### **12.3 Induction of Workers**

- 12.3.1 Workers shall be informed about their rights and responsibilities under the Law and these Standards as well as safety and health risks of the work to be performed.
- 12.3.2 The Employer shall provide induction trainings to Workers before they commence their work.
- 12.3.3 Induction training shall cover the following areas but is not limited to:
- 12.3.3.1 HSSE regulations;
  - 12.3.3.2 The Law, including the means of referring their disputes to the Ministry of Labour of the State of Qatar;
  - 12.3.3.3 These Standards;
  - 12.3.3.4 Rules of the accommodation site;
  - 12.3.3.5 Access to medical support
  - 12.3.3.6 A health screening questionnaire;
  - 12.3.3.7 Information session on the context of Qatar such as environment, climate, culture, etc.
- 12.3.4 The Employer shall ensure that induction trainings are delivered in a language Workers understand.
- 12.3.5 Workers shall receive their normal wages when attending induction training.
- 12.3.6 The Contractor and Sub-Contractor shall keep a record of all Workers who have attended induction training and make it available for audit upon request by the Designated Personnel.

### **12.4 Personal Documents**

- 12.4.1 Workers shall be in full possession of their passports and other personal documents.<sup>18</sup>
- 12.4.2 The Employer shall make available to Workers safe lockable storage facilities where they can keep and access such documents.
- 12.4.3 The Employer may keep or retain a passport of any Worker only for the purposes of obtaining or renewing or cancellation of the residency permit upon termination of employment and shall return the passport to the Worker upon completion of these procedures.<sup>19</sup>

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<sup>18</sup> Law no.4 (2009) regulating the Entry and Exit of Expatriates in Qatar and Their Residence and Sponsorship (hereinafter "Sponsorship Law"), art.9.

<sup>19</sup> Sponsorship Law, art.9.

- 12.4.4 In the event that the Employer holds personal documents of Workers upon the latter's request, the Employer shall provide them with an exact copy of these documents and shall return these immediately and unconditionally upon the Worker's request.

## **12.5 Equal and Humane Treatment**

- 12.5.1 The Contractor shall treat all Workers equally, irrespective of their nationality, gender, ethnicity, race, religion, or legal status.
- 12.5.2 The Contractor shall strictly prohibit compulsory labour or imposition of any work on Workers as a disciplinary action.
- 12.5.3 The Contractor shall strictly prohibit the use or threat of physical or sexual violence, harassment and intimidation against all Workers.
- 12.5.4 The Contractor shall explicitly prohibit the exploitation of the vulnerability of Workers, including the threat of denunciation to authorities as a means of coercion.
- 12.5.5 The Contractor shall develop policies and effective as well as efficient procedures to implement, monitor, and ensure company-wide adherence to its policies.

## **12.6 Wages**

- 12.6.1 Wages include basic salary plus allowances, benefits and all other dues payable to workers in accordance with their employment contracts.<sup>20</sup>
- 12.6.2 Workers shall receive equal pay for equal work irrespective of their nationality, gender, ethnic origin, race, religion or legal status.
- 12.6.3 The Employer shall pay Workers' wages in full, monthly in arrears, without delay and from the first month of their employment.
- 12.6.4 The Employer shall strictly prohibit deferral, delay or withholding of wage payments.
- 12.6.5 The Employer shall not use in-kind payments.
- 12.6.6 The Employer shall not charge interest on wage advances or loans provided to Workers.
- 12.6.7 The Employer may not require Workers to take part in any form of forced or mandatory savings in order to recoup costs associated with the recruitment or other services.
- 12.6.8 In the event the Employer remits Workers' earnings upon the latter's request to a third party, the Employer shall obtain a written and

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<sup>20</sup> Labour Law, art.1.

voluntary consent of the Worker and provide a receipt for the full amount remitted every time remittance takes place.

12.6.9 If the Employer does not pay or delays the payment of wages to Workers, the Employer shall not only reimburse but may also be liable to make damage payments as determined by the Designated Personnel in accordance with Annex “B”.

12.6.10 The Employer shall keep a wages register and submit to the Designated Personnel a monthly proof of payment indicating all wage deductions.<sup>21</sup>

## 12.7 Monetary Penalties

12.7.1 Any wage deduction may be made strictly in accordance with the requirements of the Law.

12.7.2 Legal wage deductions shall be clearly explained to Workers and shall only be undertaken with the Worker’s written consent.

12.7.3 The Employer may not make any wage deductions for visa costs, relocation, accommodation, bedding, clothing, food or health care.

12.7.4 The proceeds from the penalties inflicted on Workers shall be vested in a committee established in accordance with the Law and consisting of the Employer or his representative and two Workers selected by Workers as their representatives.<sup>22</sup>

12.7.5 The proceeds may be disposed only for social, cultural, and recreational benefit of Workers as prescribed by the Law.<sup>23</sup>

## 12.8 Working Hours

12.8.1 The basic working hours shall not exceed eight in the day and forty-eight in the week except for the month of Ramadan when the maximum working hours shall not exceed six per day and thirty-six per week.<sup>24</sup>

12.8.2 The rest interval shall not be less than an hour and a half per day.<sup>25</sup>

12.8.3 A weekly paid rest day shall be at least twenty-four consecutive hours.<sup>26</sup>

12.8.4 Workers may work overtime only upon their consent provided that the working hours shall not exceed sixty in the week on average<sup>27</sup> unless the overtime work is necessary for the prevention of gross loss or

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<sup>21</sup> Labour Law, art.48.

<sup>22</sup> Ministerial Decision no.9 (2005), art.2.

<sup>23</sup> Ministerial Decision no.9 (2005), art.3.

<sup>24</sup> Labour Law, art.73; ILO Convention on Hours of Work (Industry) (no.1) 1919, art.2.

<sup>25</sup> Labour Law, art.73 (not more than 3 hours).

<sup>26</sup> Labour Law, art.75 (not less than 24 consecutive hours); ILO Convention on weekly rest (industry) convention (no.14) 1921, art.2: at least 24 consecutive hours.

<sup>27</sup> ILO Convention no.1 (1919), art.4.

dangerous accident or for the elimination of consequences of such a loss or accident.<sup>28</sup>

12.8.5 Workers shall be paid overtime the rate of not less than their basic wage plus not less than 25% thereof.<sup>29</sup>

12.8.6 Wherever the circumstances of work require employment of a Worker on a rest day, the Worker shall be compensated for the rest day by another rest day and shall be paid for having worked on the rest day the rate of his basic wage plus an increase of not less than 150%.<sup>30</sup>

12.8.7 The Employer shall notify by means of the posting of notices in conspicuous places in the works or other suitable place the hours at which work begins and ends, and where work is carried on by shifts, the hours at which each shift begins and ends; such rest intervals accorded during the period of work as well as weekly rest day.<sup>31</sup>

12.8.8 The Employer shall keep a record of all Workers' working hours, including overtime, and shall submit it along with the proof of payment to the Designated Personnel on a quarterly basis.

## **12.9 Leave**

12.9.1 Annual, sick and all other leave shall be in accordance with the minimum requirements set by the Law.

12.9.2 Workers shall be free to travel to their home countries during paid leave, without any penalty or threat of termination.

12.9.3 The Employer shall ensure that Workers in service less than five years receive a minimum of three weeks' paid annual leave and Workers in service more than five years receive a minimum of four weeks' paid annual leave.<sup>32</sup>

12.9.4 As a minimum, the Employer shall pay for the home-travel expenses of Workers every two years.

12.9.5 The Employer shall provide an unpaid leave of up to three weeks to Workers in the evidenced event of a death or serious debilitating injury to an immediate member of their family.

## **12.10 Termination of Employment Contract**

12.10.1 The Worker has the right to terminate an employment contract without observing the notification period and retains his full right to the end of service gratuity in the following cases:

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<sup>28</sup> Labour Law, art.74 – ('upon their consent' is an addition in QF Standards).

<sup>29</sup> Labour Law, art.74.

<sup>30</sup> Labour Law, art.75.

<sup>31</sup> Labour Law, art.77.

<sup>32</sup> Labour Law, art.79.

- 12.10.1.1 if the Employer commits a breach of his obligations under the employment contract or the Law;
- 12.10.1.2 if the Employer or his responsible manager commits a physical assault or immoral act upon the Worker;<sup>33</sup>
- 12.10.1.3 if the Employer or his representative has misled the Worker at the time of entering into employment contract as to the terms and conditions of the work;
- 12.10.1.4 if continuance of the work endangers the safety and health of the Worker provided the Employer is aware of the danger and does not take the necessary steps to remove it.<sup>34</sup>

## 12.11 Repatriation

- 12.11.1 The Worker shall retain the right to return to his home country at the expense of the Employer in the following cases:<sup>35</sup>
  - 12.11.1.1 if the Employer commits a breach of his obligations under the employment contract or the Law;
  - 12.11.1.2 if the Employer or his responsible manager commits an assault or immoral act upon the Worker;
  - 12.11.1.3 if the Employer or his representative has misled the Worker at the time of entering into the employment contract as the terms and conditions of the work;
  - 12.11.1.4 if continuance of the work endangers the safety and health of the Worker provided that the Employer is aware of the danger and does not take the necessary steps to remove it.
- 12.11.2 The above provision on the return of the Worker shall not affect his right to apply for the transfer of sponsorship in accordance with the requirements of the Law.<sup>36</sup>
- 12.11.3 The Employer shall pay for travel expenses of Workers upon completion of their contract term.<sup>37</sup>

## 12.12 End of Service

- 12.12.1 Subject to the requirements set out in the Law, Workers who have completed one or more years of service shall receive end of service gratuity in the event of the termination of contract.<sup>38</sup>
- 12.12.2 The calculation of end of service gratuity shall be done in accordance with the requirements of the Law.<sup>39</sup>

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<sup>33</sup> Labour Law, art.49 & 51.

<sup>34</sup> Labour Law, art.51.

<sup>35</sup> Labour Law, art.51 & 57.

<sup>36</sup> Sponsorship Law, art.12.

<sup>37</sup> Labour Law, art.57.

<sup>38</sup> Labour Law, art.54 and 51.

<sup>39</sup> Labour Law, art.54.

12.12.3 All wages and end of service gratuity payable to Workers at the end of their employment contracts shall be paid before they return to their country of origin.

12.12.4 The Employer shall submit to the Designated Personnel a proof of payment of end of service of gratuity to Workers entitled to it.

### **12.13 Medical Insurance<sup>40</sup>**

12.13.1 The Employer shall provide comprehensive medical insurance to Workers.

12.13.2 The Employer shall be liable for the payment of Workers' medical insurance premiums.

12.13.3 Workers who are exposed to occupational hazards shall undergo regular medical examination as per the recognised medical surveillance protocols at the cost of the Employer.<sup>41</sup>

12.13.4 Workers undergoing medical treatment because of their occupational illnesses or injuries shall receive their salaries in accordance with the Law.<sup>42</sup>

12.13.4 Standards for medical care facilities in the accommodation of Workers are defined in 14.4.5.<sup>43</sup>

### **12.14 Counselling Services**

12.14.1 The Employer shall provide programs for Workers that create a healthy and comfortable environment both at the workplace and accommodation facilities. These programs should identify potential problems Workers are facing and proactively solve them.

12.14.2 The Employer shall ensure that counselling services are provided to Workers in the event of emotional and mental illness issues.

12.14.3 The Employer shall be liable for the payment of services of professional counsellors.

### **12.15 Skills Training**

The Employer shall provide Workers with training on the necessary skills required to carry out their tasks and shall provide or allow others to provide Workers with training such as English or Arabic language, financial management, and other kinds of skills.

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<sup>40</sup> Labour Law, art.104 talks about the medical aid provisions that employer shall arrange for depending on the number of its employees.

<sup>41</sup> Ministerial Decision no.9 (2005), art.2.

<sup>42</sup> Labour Law, art.109-111.

<sup>43</sup> Labour Law, art.104.



## 13. ACCOMMODATION - PLANNING STANDARDS

### 13.1 Purpose of Accommodation Planning Standards

The purpose of these accommodation planning standards is to establish new design standards for accommodation facilities of Workers on the basis of a community model. These standards are applicable to all accommodation facilities irrespective of their usage duration.

### 13.2 Community Planning Principles

#### 13.2.1 Attributes of Improved Quality of Life

Every accommodation facility for Workers shall be designed on the basis of the following attributes:

- a. **Privacy** – screened and dedicated personal space
- b. **Security** – dedicated and secure place to store personal belongings
- c. **Comfort** – provided with necessary amenities and conveniences for each Worker
- d. **Utility** – designed and equipped for efficiency and practicality
- e. **Safety** – designed, constructed and maintained in accordance with international best practices to ensure personal safety
- f. **Health** – designed, constructed and maintained in accordance with international best practices to ensure the highest level of health and hygiene
- g. **Spatial hierarchy** – variety and choice that enrich personal living experience
- h. **Sense of family** – emulating a family home that creates a sense of well-being
- i. **Sense of community** – emulating a natural community that creates a sense of belonging<sup>44</sup>

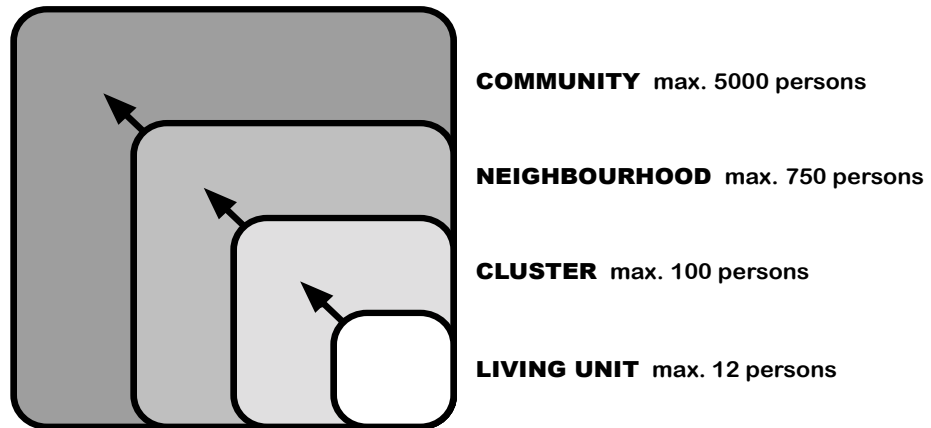
#### 13.2.2 Community Planning Standards

13.2.2.1 The Community Planning Standards embody key spatial and organizational elements found in all organic urban settlements regardless of culture, ethnicity, climate or topography. The design of accommodation facilities for Workers shall be based on the traditional town concept and shall include **spatial hierarchy** to enrich the living experience of the Workers and promote a strong sense of community.

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<sup>44</sup> The Attribute of Improved Quality of Life addressed in each standard is indicated by asterisk in parenthesis (\*\_).

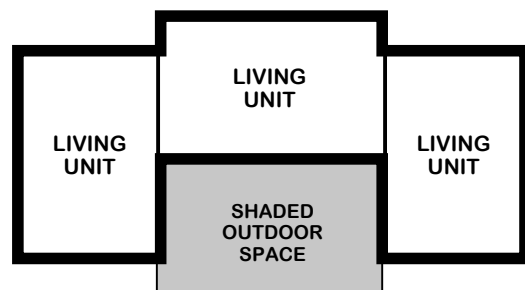
13.2.2.2 The **spatial hierarchy** in the Community includes the following components:



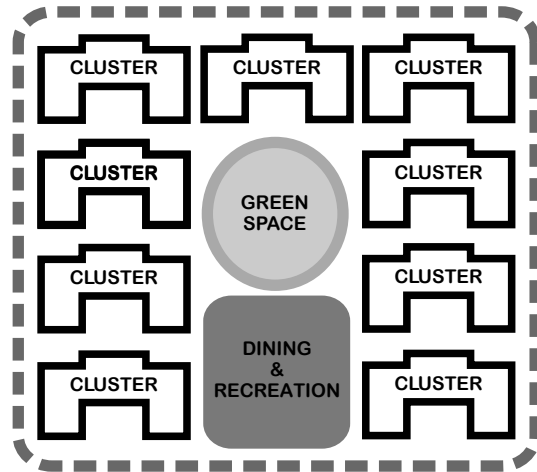
A **Living Unit** is a self-contained compartment consisting of sleeping rooms, a bathing/toilet room and social room to accommodate a maximum of 12 Workers. Standards for Living Units are defined in Accommodation – Building Design Standards 14.2.



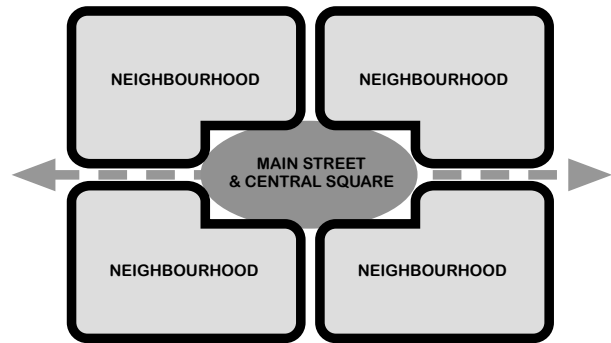
A **Cluster** is a building component comprised of Living Units, accommodating a maximum of 100 Workers and having its own shaded, landscaped outdoor social space.



A **Neighbourhood** is a public landscaped open space composed of multiple Clusters, planned around dining and recreational activities, and accommodating a maximum of 750 Workers.



A **Community** is composed of multiple Neighbourhoods organized around a town centre, central square and/or main street that contains commercial, social, recreational and service uses and does not exceed 5000 Workers.



13.2.2.3 Alternative concepts for the Community design can be considered and will be deemed acceptable subject to QF review and approval as long as the intent of the Community Planning Standards stated above is met.

### 13.3 Planning Standards

#### 13.3.1 Density

13.3.1.1 Maximum density = 500 persons per hectare (\*g,i)

13.3.1.2 Minimum lot area per person = 20 sq.m. (\*g,i)

#### 13.3.2 Coverage

Maximum building footprint coverage = 40% (\*g,i)

#### 13.3.3 Landscape

13.3.3.1 Minimum landscape area = 30% total site area (inclusive of hardscape and softscape). (\*g,i)

- 13.3.3.2 Minimum 15% of total site area to be softscape. (\*g,i)
- 13.3.3.3 Gravel is not accepted as a hardscape material for walkways, public open space or circulation spaces.
- 13.3.3.4 Each residential cluster shall have a dedicated shaded landscaped outdoor space of 1.5 m<sup>2</sup> per person. (\*g,i)

#### **13.3.4 Heights**

- 13.3.4.1 Minimum G+1 (\*g,i)
- 13.3.4.2 No maximum - subject to Civil Defence approval of construction system fire rating. (\*e)
- 13.3.4.3 If a building is greater than three storeys in height, elevators must be provided. Elevator design should conform to ASME A17.1 and NFPA, and its number and capacity should be determined by international best practice guidelines.

#### **13.3.5 Setbacks**

- 13.3.5.1 6 m from boundary to residential buildings (\*a,b,e)
- 13.3.5.2 10 m from boundary to service/utilities buildings (\*a,b,e)
- 13.3.5.3 10 m from boundary to any street (\*a,b,e)
- 13.3.5.4 15 m minimum between residential buildings and service/utilities buildings (\*a,b,e)

#### **13.3.6 Parking & Servicing**

- 13.3.6.1 There shall be a dedicated on-site staging area for 25% of the total Community bus requirement which shall be located on the perimeter of the site and situated so as to minimise walking distance for Workers (\*d)
- 13.3.6.2 Controlled access for all service vehicles (\*d)
- 13.3.6.3 Service roads within the site must be screened/fenced where adjacent to Living Units (\*a,b,e)

#### **13.3.7 Recreational Space**

A minimum of one multi-purpose sports field shall be provided for each community of 1000 Workers. (\*g,i)

#### **13.3.8 Land Use**

The only uses permitted within an accommodation facility for Workers are those specified in Articles 13 and 14 of these Standards.

## **13.4 Infrastructure Standards**

Infrastructure systems must be designed for long-term sustainability, energy efficiency and suitability to the Qatari environment.

### **13.4.1 General Principles**

- 13.4.1.1 On-site sewage treatment system is mandatory (bio-digestion systems preferred). (\*d)
- 13.4.1.2 Diesel power generation is acceptable only if municipal power is unavailable. (\*d)
- 13.4.1.3 Off-site water supply/on-site storage is acceptable only if municipal water is unavailable. (\*d)

### **13.4.2 Infrastructure Requirements**

- 13.4.2.1 Clearances between power and other utilities shall be maintained within the minimum spacing requirements in accordance with Kahramaa, QTel, Ashgal Regulations. (\*d,e)
- 13.4.2.2 Spacing and elevation requirements for underground installations shall be properly engineered, standardised and constructed. (\*d,e)
- 13.4.2.3 All materials, equipment, cables, etc. shall be suitable for the type of installation and location. All outdoor installations for electrical equipment and accessories shall be weather proof and corrosion resistant. (\*d,e)
- 13.4.2.4 Diesel generator sets and power stations (substation, switching stations, enclosures, etc.) shall be adequately sized considering 100% connected load plus projected future loads. (\*d,e)
- 13.4.2.5 An effective earthing/grounding network shall be installed. All equipment, steel and electrically conductive structures, fences, etc. shall be connected to the grounding grid. (\*d,e)
- 13.4.2.6 Noise disturbance produced by all equipment (specifically diesel generator sets) shall not exceed the maximum specified dB levels as follows: sleeping 40 dBA max; recreation 45 dBA max; dining 45 dBA max. Vibration limits should be in accordance with BS 6841. (\*d,e)
- 13.4.2.7 An alternative and/or back-up power supply shall be provided for all essential and deemed critical loads. The following services (but not limited to) shall be considered as essential loads: freezers, waters pumps, sewage pumps, air-conditioning, and kitchen equipment. Emergency and security lighting shall be provided on a battery backup as per NFPA 101 latest edition. (\*d,e)

- 13.4.2.8 Safety and occupational/industrial hazards shall be of prime consideration at all times, and safe systems of work shall be established for all operational and maintenance works. In particular, work in confined spaces, electrical installations, work on fuel systems, water treatment systems and other works involving significant hazard shall be done so under permit-to-work conditions. (\*d,e)
- 13.4.2.9 Generators and fuel farms must be designated restricted areas and fenced off with appropriate security padlock and access controls. Safety signage shall be erected including a telephone number for access. (\*d,e)
- 13.4.2.10 Electrical distribution equipment and switchgear shall be secured with proper access controls. Lockout-tagout systems shall be in operation for all electrical systems.

## **14. ACCOMMODATION – Building Design Standards**

### **14.1 Community Planning Principles**

All buildings shall be designed and integrated into the accommodation facility master plan in accordance with the Community Planning Principles set out in Section 13 of these Standards.

### **14.2 Living Units**

All Workers shall be accommodated in Living Units as defined herein.

#### **14.2.1 General Requirements**

- 14.2.1.1 Living Units as depicted in 13.2.2.2 of these Standards shall be self-contained and incorporate Sleeping, Bathing/Toilet and Social Rooms.
- 14.2.1.2 Each Living Unit shall accommodate a maximum of 12 persons.
- 14.2.1.3 Access to the Bathing/Toilet and Social Rooms must be from within the Living Unit.
- 14.2.1.4 Travel distance between any Sleeping room and the Bathing/Toilet room shall be 10 m maximum.
- 14.2.1.5 Each Living Unit shall have a minimum unobstructed ceiling height of 2.4 m.
- 14.2.1.6 Finished floor of ground floor Living Units shall be between 300mm and 600mm above grade; all building plinths shall be made termite proof and voids under buildings enclosed to prevent waste build-up and pest access. This applies to all habitable buildings regardless of function.

- 14.2.1.7 Where steps are used to enter a Living Unit, a landing shall be provided with a width of the entrance width plus 200 mm and with a minimum depth of 1.2 m. Safety railings of a minimum height of 1.1 m above the landing are required.
- 14.2.1.8 Air Conditioning is mandatory for all buildings. Only rooftop package units or split systems will be allowed – through-wall AC units are not acceptable.
- 14.2.1.9 All windows, doors and ventilation openings in all habitable buildings shall be equipped with insect screens.
- 14.2.1.10 Illumination shall be provided in all areas in accordance with the minimum lux requirements prescribed and specified within CIBSE/SLL Code for Lighting.
- 14.2.1.11 Where windows are mandated, they should be of clear glass with lined curtains or blinds provided, sufficient to block outside light. In Bathing rooms, frosted glass shall be used.
- 14.2.1.12 No cooking or food preparation shall be permitted in any Living Unit.

## **14.2.2 Sleeping Rooms**

- 14.2.2.1 Max. 4 beds per room.<sup>45</sup> (\*a)
- 14.2.2.2 No bunk beds allowed.<sup>46</sup> (\*c)
- 14.2.2.3 Min. 6 m<sup>2</sup> floor area per person total for sleeping rooms incl. storage. (\*c,f)
- 14.2.2.4 Beds shall be 1.0 m x 2.0 m and min. of 0.3 m above floor, of solid, durable, fire resistant construction and impervious to moisture. (\*c,d,f)
- 14.2.2.5 1 privacy curtain to screen each bed made of durable stain-resistant fabric. (\*a)
- 14.2.2.6 Min. 0.5 m<sup>3</sup> bulk storage - lockable + min. 0.2 m<sup>3</sup> clothing storage - 2.0 m high - lockable
- 14.2.2.7 1 open shelf by bed 1.0 m long min. (\*b,d)
- 14.2.2.8 1 task light and electrical outlet at each bed. (\*d)
- 14.2.2.9 1 operable window per room - min. area = 10% floor area (\*c,f)
- 14.2.2.10 1 tack board at each bed min. area 1.2 sq.m. (\*d)

<sup>45</sup> Ministerial Decision (17) 2005, art.2.

<sup>46</sup> Ministerial Decision (17) 2005, art.2.



14.2.2.11 Floor finish must be easily cleaned, impervious to water and non-slip when wet. (\*f)

14.2.2.12 Each sleeping space shall be air conditioned with sufficient capacity to cool a fully occupied room during the hottest periods; diffusers located so that cooled air is evenly distributed in accordance with ASHRAE Codes and Standards. (\*c,f)

### **14.2.3 Bathing/Toilet Room**

14.2.3.1 1 WC minimum per 4 persons. (\*f)

14.2.3.2 Each toilet must be contained in a private, lockable cubicle. (\*a)

14.2.3.3 Urinals may replace toilets at a ratio of 2:1 but in no case shall there be less than 2 toilets per Living Unit. (\*c,d)

14.2.3.4 1 shower minimum per 4 persons - each shower shall be a minimum of 1m wide x 1.2 m deep with a drain pan and privacy curtain/door. (\*c,d,f)

14.2.3.5 1 washbasin minimum per 4 persons - a trough sink may be substituted at an equivalent width of 600mm per washbasin but segregated with separate water feed and drainage. (\*c,d,f)

14.2.3.6 1 wall-mounted glass mirror to be mounted above the sink so that eye level is 2/3 height of the mirror and shall be 1m in height and equal to the length of the washbasins or trough sink. (\*d)

14.2.3.7 Toilets, urinals, showers, washbasins shall be contained within one defined Bathing/Toilet space. (\*h)

14.2.3.8 A 2 compartment laundry tub with hot and cold faucets, wall-mounted shelf 150 mm in depth and drying lines shall be provided. (\*d)

14.2.3.9 Sufficient exhaust ventilation to remove foul air and moisture to in accordance with ASHRAE Codes and Standards. (\*f)

14.2.3.10 One operable window shall be provided with a min. area = 10% floor area. (\*c,f)

14.2.3.11 Bathroom walls shall be constructed or finished with an easily cleanable impervious material.<sup>47</sup>

14.2.3.12 Bathroom floors shall be constructed or finished with an easily cleanable impervious material and have an anti-slip finish.<sup>48</sup>

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<sup>47</sup> Ministerial Decision (17) 2005, art.5.

<sup>48</sup> Ministerial Decision (17) 2005, art. 5.

#### **14.2.4 Social Room**

- 14.2.4.1 A social room shall be provided within each Living Unit having a minimum area of 2 m<sup>2</sup> per Worker. (\*g)
- 14.2.4.2 One double socket electrical outlet shall be provided on each wall of the space (minimum of 4). (\*d)
- 14.2.4.3 Natural light and ventilation provided by window area equal to 20% of the floor area. (\*c,f)
- 14.2.4.4 Sufficient AC capacity to cool a fully occupied room inclusive of any associated latent and sensible heat loads such as lighting and electrical appliances that are normally in operation during the hottest periods all in accordance with ASHRAE Codes and Standards. (\*c,f)
- 14.2.4.5 Comfortable furniture and TV shall be provided, with satellite feeds serving the ethnic origins of the residents. (\*c)
- 14.2.4.6 Each living unit shall have a dedicated shaded outdoor terrace (balcony or on-grade) of 1 sq.m. per person min. (\*c,g)

#### **14.3 Communal Recreation Facilities**

Communal indoor recreational space shall be provided for all Workers. It shall be integrated into the Workers' community in accordance with sections 13.1 and 13.2. Provision of outdoor Recreation Space shall be in accordance with 13.3.3 and 13.2.7.1.

##### **14.3.1 General Requirements**

- 14.3.1.1 There shall be multi-purpose indoor recreation space for socialising, recreation, meetings, classes and worship.
- 14.3.1.2 Retail services including grocery, barber, mobile shop, money transfer, bike repair and internet (in a small community all of these functions may be provided in one space) shall be provided in communal recreational facilities.
- 14.3.1.3 Equipped gymnasium shall be provided with ventilation and cooling in accordance with ASHRAE Codes and Standards.
- 14.3.1.4 All communal recreation facilities shall provide internet access as per 14.3.4.

##### **14.3.2 Multi-purpose Space**

- 14.3.2.1 Multi-purpose space (\*g) shall be sized at as the following:
  - 150 sq.m. for a population of up to 500 Workers
  - 270 sq.m. for a population of up to 1000 Workers
  - 520 sq.m. for a population of up to 2500 Workers
  - 750 sq.m. for a population of up to 5000 Workers

- 14.3.2.2 Multi-purpose space shall be divisible with moveable partitions. (\*g)
- 14.3.2.3 Natural light and ventilation provided by window area equal to 20% of the floor area. (\*c,f)
- 14.3.2.4 Sufficient AC capacity to cool a fully occupied room during the hottest periods in accordance with ASHRAE Codes and Standards. (\*c,f)
- 14.3.2.5 The Multi-purpose Space shall be located within the community in accordance with sections 13.1 and 13.2 under Accommodation Planning Standards. (\*i)
- 14.3.2.6 Public washrooms shall be provided with 1 WC and 1 washbasin per 25 persons for which the recreation space is designed. (\*d)

#### **14.3.3 Retail Space**

- 14.3.3.1 Retail space shall be provided at a minimum of 50 m2 per 1000 and may be subdivided according to Community need. (\*g,i)
- 14.3.3.2 The services listed in 14.3.1.2 are mandatory but may be supplemented in accordance with the operator's Commercial Retail and Services Plan. (\*d)

#### **14.3.4 Internet Access**

- 14.3.4.1 Free wi-fi hotspots shall be located in communal recreation facilities and provided at a minimum rate of 2 hotspots per 1000 Workers.
- 14.3.4.2 A computer centre/internet cafe shall be provided and equipped at a minimum rate of 1 computer with internet access per 200 Workers.
- 14.3.4.3 Owners/operators are encouraged to work with local service providers to develop subscription programmes for telephony and internet access that are below market rates.

### **14.4 Communal Service Facilities**

Each Worker community shall be provided with the services necessary to ensure that all basic living needs are met.

#### **14.4.1 General Requirements**

- 14.4.1.1 For communities of 100 or more persons, a full service kitchen and dining facility must be provided and operated by a professional catering operation either in-house or outsourced.

- 14.4.1.2 Centralised commercial laundry subject to community size.
- 14.4.1.3 Medical and Health services on-site.
- 14.4.1.4 Management & Worker Relations Office.
- 14.4.1.5 Mosque.
- 14.4.1.6 Emergency on-site response unit including Civil Defence and Ambulance subject to community size.
- 14.4.1.7 Police Station on-site subject to community size.

#### **14.4.2 Dining**

- 14.4.2.1 Dining area shall be sized at 0.75 m<sup>2</sup> per person based on the maximum capacity of the accommodation facility (this assumes seating for no more than 50% at any one time). (\*c)
- 14.4.2.2 No dining area shall accommodate more than 800 persons (400 persons per sitting). (\*c)
- 14.4.2.3 Each table shall seat no more than 8 persons. (\*c,d)
- 14.4.2.4 Dining chairs are preferable to bench seating. (\*c,d)
- 14.4.2.5 A defined serving area shall be provided for each national cuisine. (\*g)
- 14.4.2.6 Furniture in dining areas should primarily be robust, functional, durable and easy to clean and maintain. (\*c,d)
- 14.4.2.7 Hot and cold serveries should be stainless steel, fitted with sneeze guards and designed to maintain the food at appropriate temperatures in accordance with food safety legislation.
- 14.4.2.8 Server lines should be subdivided by menu to make the serving more efficient.
- 14.4.2.9 Sufficient and easily accessible tray and dish return areas shall be provided. These may be mobile trolleys or static delivery and collection points but they should be in close proximity to the dish wash area to facilitate swift removal of dirty trays, crockery and utensils by catering service personnel.
- 14.4.2.10 Suitable hand washing facilities should be provided at the entrance to the dining area. If on the building exterior, it should be covered and be provided with hot and cold water, soap dispensers and provided with paper towels.
- 14.4.2.11 Natural light and ventilation provided by window area equal to 20% of the floor area. (\*c,f)

- 14.4.2.12 Sufficient AC capacity to cool a fully occupied room during the hottest periods. (\*c,f)
- 14.4.2.13 Kitchen area and equipment shall be determined by catering method i.e. on-site or off-site. (\*d)
- 14.4.2.14 Kitchen shall be designed by catering professionals and meet acceptable international standards. (\*c,d)
- 14.4.2.15 Kitchen specifications for hygiene and operational standards shall conform to applicable industry standards. (\*e)

### **14.4.3 Kitchen**

- 14.4.3.1 The kitchen shall be sized at 1.63 sqm per resident. This space is to include inventory office, hot, cold and ambient food/goods storage, food preparation areas, as well as cooking and washing facilities.
- 14.4.3.2 As a minimum, the following areas are to be provided:
  - 14.4.3.2.1 Preparation and cooking of food with segregated areas for differing types of food
  - 14.4.3.2.2 Storage of food and equipment including freezers, chillers and dry food stores as appropriate
  - 14.4.3.2.3 Washing up areas including industrial dishwashers
  - 14.4.3.2.4 Refuse storage including waste segregation
  - 14.4.3.2.5 Toilets/Bathing rooms and changing areas for staff
  - 14.4.3.2.6 Staff offices to be used by catering management staff and the maintenance and storage of kitchen records
- 14.4.3.3 The walls of the kitchens are to be finished with porcelain tiles or an equivalent wall covering from floor to ceiling. The kitchen floor and the floor of all stores, offices etc. are to have an anti-slip surface.<sup>49</sup>
- 14.4.3.4 The minimum recommended lighting standard is 750 lux in food preparation and cooking areas, and 150 lux in storage areas.
- 14.4.3.5 The light fittings should be arranged to minimise glare and shadow and should be provided with diffusers. Flush mounted fittings are preferable, wherever possible - fittings with hanging chains are dirt traps and are discouraged.
- 14.4.3.6 The ventilation system installed should incorporate both input and extract equipment and should be designed by a

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<sup>49</sup> Ministerial Decision (17) 2005, art. 2, 6.

competent ventilation engineer in consultation with the Environment Department. Suitable cool air should be provided to overcome the effects of the cookers/burners. A fume extraction system should be installed above the main cooking areas.

14.4.3.7 Equipment that is easy to clean and safe should always be used. Cookers, fridges, freezers, etc., should be mounted on lockable casters and fitted with heatproof flexible cables/hoses so that regular cleaning behind and below is easy. All equipment should be maintained in safe working order and cleaned thoroughly after use.

14.4.3.8 Utensils should be stainless steel where possible. The use of aluminium pans is prohibited.

14.4.3.9 Dangerous equipment e.g. mechanised food slicers, must be provided with all the necessary guards and personal protective equipment and never used without them. Warning notices should be displayed and adequate training and supervision given to staff. Safe working methods and safe cleaning routines are necessary and should be established.

14.4.3.10 The kitchen shall be equipped with the following:

14.4.3.10.1 Water supplies used in the preparation of food should be fitted with ceramic water filters.

14.4.3.10.2 Extractor fans to control smoke and odours.

14.4.3.10.3 The kitchen shall be fitted with an emergency gas cut off and automated fire suppression system.

14.4.3.10.4 Suitably sized gas cookers appropriate to the number of workers residing in the lodging.

14.4.3.10.5 Industrial dishwashers with the appropriate chemical detergents.

14.4.3.10.6 Preparation, storage and cooking of food shall be limited to the kitchen and appointed preparation areas.

14.4.3.10.7 Dustbins or large waste bins are not permitted in food preparation rooms or kitchens. All waste food shall be placed in covered containers immediately and removed well away from food utensils and places where food is prepared, served and stored. Plastic bin liners shall be used with waste bins and dustbins to make refuse handling easier, and to assist with cleaning of bins. All food waste shall be double bagged and removed from the facility regularly so that there is not a build up of food waste odour.

14.4.3.10.8 A separate refuse area shall be available for domestic accommodation refuse. The refuse area shall be between 30m and 35m away from any building.

14.4.3.10.9 Do not allow refuse to pile up in the kitchen preparation rooms or storerooms. Put in sacks and then seal. Remove sacks at regular intervals to an outside storage area for collection.

14.4.3.10.10 Non-food waste such as boxes and crates should be broken down to minimises bulk. In large facilities waste compactors may be appropriate for dry refuse.

14.4.3.11 All accommodation facilities should have a trade refuse agreement with either a private contractor or the Municipality. The burning of any waste on the premises is not permitted. If for any reason the regular collection service is delayed, the owner must make alternative disposal arrangements in order to avoid nuisance or health hazard.

#### **14.4.4 Laundry**

14.4.4.1 Laundry services are mandatory for all communities and may be provided on or offsite. (\*d)

14.4.4.2 The laundry facility shall be designed by a professional laundry consultant. (\*d)

14.4.4.3 Laundry facility should be located no closer than 30 m. to any living unit. (\*c,f)

#### **14.4.5 Medical Care Facilities**

14.4.5.1 The Contractor shall provide medical care within the Community based on the number and distribution of residents and staff in accordance with the Law.<sup>50</sup>

14.4.5.2 All persons must have reasonably rapid access to first aid. The Contractor shall provide adequate first aid cover for all locations.

14.4.5.3 Any appointed first aiders shall have completed an approved course of training, typically a 3 day course, such as those organized by the Hamad Medical Corporation or any other internationally approved Society; they should thereafter undertake a refresher course every year and will require re-certification after three years.

14.4.5.4 Where the accommodation facility houses more than 100 persons, a resident nurse shall be required. The nurse shall be provided with an air-conditioned medical station. This shall

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<sup>50</sup> Supreme Council of Health requirements; Labour Law (14) 2004 part X; Ministerial Decision (16) 2005.



be a designated room, designed and registered in accordance with SCH requirements.

14.4.5.5 Where the accommodation houses more than 500 persons, a designated medical doctor shall be provided. This may be a retained service or full time employee, as stipulated by the specific license requirements of the Supreme Council of Health. Where there are more than 5000 workers on site, Contractors shall provide a resident doctor. Medical doctors shall be accordingly qualified to work as such in Qatar.

14.4.5.6 The medical doctor shall carry out emergency first aid, basic health surveillance and routine consultations for direct Workers of the Contractor and shall be available to consult on health-related work restrictions for individual Workers.

14.4.5.7 An office min. 12 m<sup>2</sup> for counselling and mental health services. (\*f)

14.4.5.8 A Medical Isolation Unit should be available, away from the general clinic, to accommodate infectious disease cases (e.g. chickenpox, measles etc.). This unit should be air-conditioned and should have an attached washing/bathing/toilet unit.

#### **14.4.6 Offices for Facilities Management & Maintenance Staff**

All records and instructions pertaining to the operation of the accommodation facility for Workers shall be maintained and retained on site for audit purposes. (\*d)

#### **14.4.7 Mosque**

14.4.7.1 Each accommodation facility shall have one Mosque. (\*i)

14.4.7.2 Mosque BUA shall be calculated as follows: 25% of total population x 1.1 m<sup>2</sup>/person.<sup>51</sup>

#### **14.4.8 Police**

One police branch station with an area of 200 m<sup>2</sup> shall be provided for a community of over 3000 persons. (\*b)

### **14.5 Fire Precautions**

All accommodation facilities identified in the above Sections 13 and 14 shall comply with the following minimum fire safety requirements as set out below.

#### **14.5.1 General Requirements**

14.5.1.1 The Contractor shall provide a Fire Detection and Alarm System (FAS), including but not limited to offices,

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<sup>51</sup> Contractors shall coordinate with Awqaf as and when necessary.

accommodation, restrooms, amenities etc, and shall be engineered in line with NFPA standards.

- 14.5.1.2 FAS shall be supplied, installed, tested, and commissioned by FAS supplier pre-approved by Qatar Civil Defence Department (QCDD). All components constituting FAS shall be certified for service and listed with QCDD.

#### **14.5.2 Codes, Regulations & Guidelines**

- 14.5.2.1 Construction, alteration, repair, equipment, use and occupancy, maintenance, relocation, and demolition of every building or structure, or any appurtenances connected or attached to such buildings or structures on site shall comply with NFPA 5000, Building Construction and Safety Code. (\*e)
- 14.5.2.2 Construction, alteration, repair, equipment, use and occupancy, maintenance, relocation, and demolition of every building or structure, or any appurtenances connected or attached to such buildings or structures on site shall comply with NFPA 101 Life Safety Code. (\*e)

#### **14.5.3 Certificate of Occupancy**

FAS supplier shall be responsible for carrying out Final Acceptance Testing prior to hand-over to Contractor. The testing shall be witnessed by QCDD representative and Contractor's representative. No building shall be used in whole or in part until the FAS supplier has certified that the building and occupancy are in accordance with the provisions of these Standards and the Law. (\*e)

#### **14.5.4 Maintenance of Buildings & Property**

All buildings and structures and all parts thereof shall be maintained in a safe condition, and all devices and safeguards required hereby shall be maintained in serviceable condition. (\*e)

#### **14.5.5 Site Layout and Building Design**

- 14.5.5.1 Building design, layout and construction shall be in accordance with NFPA 5000 as per the class of occupancy. Initial drawings shall incorporate all these details. The Contractor shall have the designs reviewed and approved by QCDD prior to implementation. (\*e)
- 14.5.5.2 Every building shall be accessible by fire department apparatus by means of an emergency access route. An emergency access route shall be extended up to 15 m from all portions of the exterior walls of the first story of any building.
- 14.5.5.3 Emergency access routes for fire vehicles to be at least 6 m width. In addition to a main entrance, a second emergency access shall be provided. (\*e)

#### **14.5.6 Life Safety During Fire**

- 14.5.6.1 Occupants and fire fighters shall be protected in case of fire by providing proper design of exiting, exit routes, exit signs, exit illumination and muster points for emergency shelter etc. NFPA 101 guidelines are to be followed. (\*e)
- 14.5.6.2 The number of wind indicators and their elevation shall be such that at least one is visible from any external viewpoint. (\*e)
- 14.5.6.3 An uninterrupted power supply shall be provided for emergency lighting to assist with safe evacuation of occupants to muster points. (\*e)
- 14.5.6.4 The instructions to be followed, in the event of detection of smoke or fire and on the usage of fire extinguishers, manual call points etc. shall be displayed in legible print at prominent locations. (\*e)

#### **14.5.7 Fire Alarm Systems Requirements**

- 14.5.7.1 Fire alarm systems shall be designed and installed in conformance with NFPA 72, Fire Alarm Code. (\*e)
- 14.5.7.2 Fire alarm system shall be installed throughout the entire Community connected to a central alarm-monitoring network. (\*e)
- 14.5.7.3 All buildings shall be provided with adequate smoke/heat fire alarm detectors and associated call points, sounders, etc. (\*e)
- 14.5.7.4 Detectors and call points shall be fully addressable, hardwired into a local fire alarm system panel located at a 24 hour manned security location. (\*e)
- 14.5.7.5 A red strobe is to be positioned on the roof of each Residential Cluster. This is to be activated automatically by the smoke detectors. (\*e)
- 14.5.7.6 Battery backup shall be provided in case main power is not available. (NFPA determines the number of hours). Testing regime to be the responsibility of the contractor or owner if rented. (\*e)

#### **14.5.8 Fire Extinguishers**

The Contractor shall identify the threat of fire for each building type, use and location. The materials used within the building fabric; the furnishing and fixtures; the equipment; and storage of chemicals shall also be taken into consideration. This assessment will form a "Fire Plan" that will determine the number and type of extinguishers.

#### **14.5.9 Hose Reels & Hydrants**

- 14.5.9.1 A minimum 150 mm. diameter fire service main is required for all new accommodation facilities (to comply with NFPA). (\*e)
- 14.5.9.2 Any accommodation shall be risk assessed to ensure a fixed elevated water supply is provided. The risk assessment shall take into consideration the number of tanks, size and proximity to accommodation buildings to satisfy Qatar Civil Defense. (\*e)
- 14.5.9.3 Fire pumps are to be sufficient to supply 32l/s at 8 bars and shall be independently diesel-driven with an auto-start. (\*e)
- 14.5.9.4 The hydrant furthest from the pump is to be pressurised to at least 5 bars. (\*e)
- 14.5.9.5 There shall be sufficient pressure in order to eject a 6m jet of water from attached hose / hose reel. (\*e)
- 14.5.9.6 Hydrants & hose reels shall be checked and logged monthly. (\*e)

#### **14.5.10 Evacuation & Means of Escape**

- 14.5.10.1 Telephone shall be made available to call emergency services at regular and appropriate locations. (\*e)
- 14.5.10.2 Full & standardised evacuation plan shall be compiled, communicated and displayed. The evacuation plan will be reviewed periodically and updated to include any physical or operational alterations. Evacuation drills shall be carried out to test the suitability of the plan and the results, lessons learnt and corrective actions recorded. (\*e)
- 14.5.10.3 All involved persons shall be trained appropriately, to undertake their designated roles e.g. Fire Marshalls. The ratio of Fire Marshalls shall be at least one per floor and 1 per 50 people at anytime. (\*e)
- 14.5.10.4 Notices to be displayed of the actions to be taken in case of fire as specified by QF HSSE personnel. (\*e)
- 14.5.10.5 Defined and indicated muster points shall be established within Clusters, Neighbourhoods and Communities. (\*e)
- 14.5.10.6 At least two emergency exits shall be provided from the site. (\*e)
- 14.5.10.7 Emergency exits shall be routed through non-hazardous areas to a place of safety. (\*e)

### 14.5.12 Separation

14.5.11.1 External walls are either non-combustible or fire resistant to at least 30 minutes (to BS 476). Residential Clusters shall be no less than 6.0 meters apart. (\*e)

14.5.11.2 Where a Community is powered by diesel generators, no habitable building shall be closer than 30 meters (\*e). Where any other building is less than 30m, a gas separator wall 2.4m high shall be built between the generator and the building.

14.5.11.3 Where storage of LPG and diesel fuel is required, no habitable building shall be closer than a distance as defined by NFPA Standards.

## 15. FOOD SAFETY

15.1 Contractors shall focus on the activities in their routine operations that are critical to Food Safety and implement HACCP food management principles where appropriate.

15.2 Acquiring Food Handler License from Health Authority is mandatory for all personnel employed to work on kitchens, cafeterias, food outlets and mess halls.

15.3 The accommodation facility should include a kitchen and separate mess hall facilities for all Workers with provision to cater for different ethnic dietary needs.

15.4 The menu shall be appropriate to the ethnic mix of the resident population, provide sufficient calories and have a 14-day rotation. A recommended daily calorific requirement for Workers undergoing heavy physical labour in extreme heat is 3000 to 4000 calories per day dependent on conditions.

Nutrition and hydration are closely linked to concentration, fatigue and cognition. As a result poor nutrition and hydration in manual labour jobs may lead to increases in injuries, accidents, reduced work output and increased number of days off work.

The following are nutritional recommendations to be followed by all contractors to assure maintaining a healthy and effective workforce<sup>52</sup>:

15.4.1 Choose non-saturated and non-hydrogenated fats for spreads. 5-10g serve per person per day is adequate.

15.4.2 Use low fat cooking methods e.g. boiling, baking, roasting, grilling instead of frying.

15.4.3 Use unsaturated cooking oil e.g. corn, olive, canola, sunflower oil.

15.5.4 Limit use of recipes including coconut cream or replace with low fat coconut milk – particularly vegetable dishes.

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<sup>52</sup> Refer to WHO 2004 global strategy on diet

- 15.5.5 Remove visible fat from meat and skin from chicken before cooking. This will halve the fat content of a meal
  - 15.5.6 100g edible proteins should be provided at each meal. For vegetarians 150g lentils, beans (not green beans) or tofu should be part of every meal.
  - 15.5.7 Include low fat dairy once per day (see below) to provide protein and calcium
  - 15.5.8 Offer wholegrain or brown bread and long grain rice
  - 15.5.9 Increase variety of vegetables served. Choose a variety of colours each day.
  - 15.5.10 Leave skin on vegetables/salad to increase fibre content.
  - 15.5.11 Each vegetable should appear no more than once per day
  - 15.5.12 Milk, yogurt or other dairy foods should be included daily. Low fat varieties will further reduce the saturated fat content of diet
  - 15.5.13 Fresh Fruits should be provided with lunch and dinner.
  - 15.5.14 In extreme hot weather conditions, mid morning snack (e.g. fruit, energy bar, dairy product) shall be provided to workers engaged in outdoor physical activities.
- 15.5 The catering operation should be carried out by a licensed food services provider.
- 15.6 Wherever a Contractor has its own in-house catering staff, the company operating the catering operation must be ISO22000 accredited or obtain such accreditation within 12 months of contract award.
- 15.6 There should be no provision for self-cooking in any accommodation facility for Workers. All catering should be provided and managed centrally regardless of the size of resident population.

## **16. TRANSPORTATION**

### **16.1 General**

- 16.1.1 The Contractor shall provide Workers with air-conditioned and appropriate transportation to and from work site.
- 16.1.2 The Contractor shall provide Workers with air-conditioned and appropriate transportation to and from retail, commercial centres and religious facilities during leisure time.
- 16.1.3 The passenger stops shall be near their destination to avoid crossing main or high density traffic roads.
- 16.1.4 The Contractor shall not make any wage deductions for such transportations.
- 16.1.5 The Contractor shall provide transportation on request to the closest medical facility for non-emergency health care needs.

## **16.2 Vehicle Specification**

- 16.2.1 The vehicles shall be subject to annual inspection by the competent local authority.
- 16.2.2 The vehicle shall be surrounded by suitable lighting to help show its dimensions.
- 16.2.3 The name of the company employing the Workers shall be visibly displayed on the vehicle.
- 16.2.4 The maximum number of passengers permissible shall be clearly stated where each passenger shall have one seat. This number shall not be exceeded and standing must not be permitted.
- 16.2.5 Smoking inside the vehicle shall be prohibited as clearly stated by appropriate numbers of 'no smoking' signs.
- 16.2.6 A 'Frequent Stop' sign should be placed on the rear of the vehicle for warning.
- 16.2.7 A contact number of a person of authority from the company shall be clearly displayed on the vehicle for remarks and complaints.
- 16.2.8 The vehicle shall be air-conditioned to provide an ambient temperature of 24 degree C at full capacity, throughout the year.
- 16.2.9 The vehicle shall have 'tinting' to passenger windows to assist with solar gain reduction, yet still ensure adequate visibility.
- 16.2.10 All seats shall have seatbelts and handgrips.
- 16.2.11 The vehicle shall have a first aid kit with easy access thereto. The kit shall be placed in a visible location and the contents regularly checked and replenished.
- 16.2.12 The vehicle shall have two fire extinguishers of at least 5kg Dry Powder each, one placed in the front and the other towards the rear of the vehicle.
- 16.2.13 The vehicle shall have at least six hammers to break the window glass in case of emergency.
- 16.2.14 Emergency windows shall be placed in the front, middle and back of the vehicle. The emergency exits shall be indicated with signs.
- 16.2.15 The interior light should not disturb the driver.
- 16.2.16 The vehicle exit door shall have a lighting system.
- 16.2.17 The vehicle shall have an adaptive braking system.



### **16.3 Driver Competence**

16.3.1 The vehicle shall be driven by a competent driver who holds a relevant and valid Qatar driving licence and who has attended additional defensive driver training undertaken by a recognised competent third party training organisation.

16.3.2 The driver shall possess current basic first aid training.

## **17. CONSTRUCTION SITE STANDARDS**

### **17.1 Health & Safety**

Contractors shall adhere to the mandatory standards for Health, Safety, Security & Environment as stated in the QF Health, Safety, Security and Environmental (HSSE) Standards for Construction and the Law.

### **17.2 Site Welfare**

#### **17.2.1 General**

17.2.1.1 Air Conditioning is mandatory for all habitable buildings.

17.2.1.2 All windows, doors and ventilation openings in all habitable buildings shall be equipped with insect screens.

17.2.1.3 Illumination shall be provided in all areas in accordance with the minimum lux requirements prescribed and specified within applicable industry standards.

17.2.1.4 Pest control measures shall be implemented in all site offices, mess areas, washing and sanitary facilities. Pest control measures will be appropriate to known/likely pests and carried out at a frequency to ensure pests are controlled. Pest control measures shall only be carried out by competent persons. Facilities shall not be used when hazardous pest control substances are being applied.

#### **17.2.2 Drinking Water**

17.2.2.1 Cooled drinking water must be provided in site offices, mess areas, field rest shelters and at other suitable points to ensure every Worker is within a 3 minute walk from a water station.

17.2.2.2 Drinking water shall be marked "drinking water" using the applicable languages required.

17.2.2.3 The Contractor shall ensure that the water is of 'wholesome' quality and free of all contaminants. The Contractor shall install water filters, chlorinators and disinfection units and ensure that water storage tanks are cleaned and maintained

keeping full and detailed records of water standard and bacteriological results. Water shall be checked by a public health representative on a monthly basis and the bacteriological and chemical results published.

### **17.2.3 Washing Facilities**

- 17.2.3.1 Every site where anyone is employed for more than four consecutive hours must have washing facilities.
- 17.2.3.2 Rooms containing washing facilities shall have sufficient exhaust ventilation to remove foul air and moisture according to applicable industry standards.
- 17.2.3.3 The walls and floors of rooms containing washing facilities shall be finished with impervious wipe clean surfaces in order to maintain them in a hygienic condition.
- 17.2.3.4 On sites where the Contractor employs up to 25 Workers, washing facilities must include 1 washbasin, plus 1 extra for every additional 25 Workers.
- 17.2.3.5 On sites where the Contractor employs more than 100 Workers, washing facilities must include 4 washbasins plus 1 extra for every additional 50 Workers.
- 17.2.3.6 Consumables such as hand soap and hand towels shall be available and replenished at a frequency in accordance with use.

### **17.2.4 Sanitary Conveniences**

- 17.2.4.1 Every site where anyone is employed for more than four consecutive hours must have sanitary facilities.
- 17.2.4.2 Rooms containing sanitary facilities shall have sufficient exhaust ventilation to remove foul air and moisture in accordance with ASHRAE Codes and Standards.
- 17.2.4.3 The walls, floors and partitions within rooms containing sanitary facilities shall be finished with impervious wipe clean surfaces in order to maintain them in a hygienic condition.
- 17.2.4.4 Sanitary facilities (toilets/urinals) must be partitioned from each other and have doors with fastenings. Urinals must be suitably screened.
- 17.2.4.5 On sites where the Contractor employs up to 25 Workers, sanitary facilities must include at least 1 WC and 1 urinal.
- 17.2.4.6 On sites where the Contractor employs more than 100 Workers, sanitary facilities must include 4 WC plus 1 extra for every additional 50 Workers.

- 17.2.4.7 On sites where the Contractor employs more than 100 Workers, sanitary facilities must include 4 urinals plus 1 extra for every additional 50 Workers.
- 17.2.4.8 Additional separate WC facilities shall be provided for female staff. Where the Contractor employs females, sanitary facilities must include 1 WC for every 10 females.
- 17.2.4.9 The Contractor shall arrange for septic tanks to be emptied on a regular basis to prevent overflowing. Septic tanks shall be of sufficient size/quantity to cope with planned peak labour.
- 17.2.4.10 The Contractor shall employ a dedicated cleaning team to ensure that suitable cleaning/disinfecting procedures are implemented in all sanitary conveniences. The frequency of cleaning shall depend on the frequency of use but shall be at least once prior to the commencement of each shift.

#### **17.2.5 Mess Areas**

- 17.2.5.1 The Contractor shall provide sufficient and conveniently accessible mess areas for all Workers on site.
- 17.2.5.2 Mess areas shall only be located within suitable buildings/structures and shall be enclosed, free of dust/sand ingress and air-conditioned.
- 17.2.5.3 Mess areas shall be located away from works areas in separate buildings/structures wherever possible. Where it is not deemed possible, appropriate partitioning shall be erected to satisfy 17.2.4.2 above.
- 17.2.5.4 Mess areas shall be fitted out with tables and benches. The number of tables and benches should allow for every Worker to sit at a table while eating food. The mess area will be sized at a minimum of 1.5m<sup>2</sup> per Worker.
- 17.2.5.5 Should space restrictions be an issue, the Contractor shall organize meal breaks into shifts to ensure that no Worker is forced to eat food on site or outside the defined mess area.
- 17.2.5.6 The consumption of food shall be restricted to the mess area. The Contractor shall ensure that all Sub-Contractors' Workers are provided for in the site mess area.
- 17.2.5.7 Cooking shall not be allowed in the site mess area. Should the Contractor require a full canteen with kitchen that is preparing hot food, a written proposal shall be submitted in advance to the Construction Manager. Canteens shall be subject to the food safety regulations applicable in Qatar.
- 17.2.5.8 The Contractor shall employ a dedicated cleaning team to ensure that suitable cleaning/disinfecting procedures are implemented in all mess areas. The frequency of cleaning

shall depend on the frequency of use but shall be at least once prior to the commencement of each meal break.

#### **17.2.6 Medical Facilities**

- 17.2.6.1 The Contractor shall provide adequate and appropriate medical provisions based on the number and distribution of Workers in accordance with Supreme Council of Health (SCH) requirements and licences.
- 17.2.6.2 All Workers must have a reasonably rapid access to first aid. If Workers are dispersed over a wide area, then the Contractor shall provide adequate first aid cover for all locations.
- 17.2.6.3 Where the number of Workers on site exceeds 50, there should be at least one fully trained First Aider provided by the Contractor.
- 17.2.6.4 Where the number of Workers on site is over 100, the Contractor should provide an additional First Aider.
- 17.2.6.5 First Aiders should have completed an approved course of training, typically a 3 day course, such as those organized by the Hamad Medical Corporation or any other internationally approved Society. They should thereafter undertake a refresher course every year and shall undergo re-certification after three years.
- 17.2.6.6 Where there are less than 50 Workers on site, the Contractor must ensure that a Worker is trained to “appointed persons” standard, typically a one day training course.
- 17.2.6.7 Where there are more than 100 Workers on site, a resident site nurse shall be required. The site nurse shall be provided with an air-conditioned medical station. This shall be a private room or cabin and registered in accordance with SCH. The site nurse may not issue prescription drugs and shall be qualified to work as a registered nurse in Qatar.
- 17.2.6.8 Each Contractor shall have a designated medical doctor when there are more than 500 Workers on site. This may be a retained service or full time employee. Where there are more than 5000 Workers on site, Contractors shall provide a resident doctor. Medical doctors shall be qualified to work as such in Qatar.
- 17.2.6.9 The medical doctor shall carry out emergency first aid, basic health surveillance and routine consultations for direct Workers of the Contractor and shall be available to consult on health-related work restrictions for individual Workers.
- 17.2.6.10 All injuries more severe than first aid cases and medical emergencies shall be referred to QF HSSE control centre via the Emergency Hotline.

17.2.6.11 First aid boxes shall be deployed on site. The size and content of first aid boxes shall be in line with the number of Workers in the work area.

17.2.6.12 The location of first aid boxes must be clearly signed. First aid boxes shall be positioned to ensure easy access to the contents. Only qualified personnel shall be authorized to use such equipment. Valid third party training and certification shall be required for authorized persons such as the site nurse and first aiders qualified in line with 17.2.5.5 / 17.2.5.6 above.

17.2.6.13 Defibrillator kits shall be supplied to site. The location of defibrillator kits boxes must be clearly signed and shall be positioned to ensure easy access. Only qualified personnel shall be authorized to use such equipment. Valid third party training and certification shall be required for authorized persons.

## **18. FACILITIES MANAGEMENT PROGRAMME**

18.1 Every Contractor shall submit a detailed Facilities Management Programme for the Workers' accommodation facilities in which its Workers and those of its Sub-Contractors and suppliers will reside.

18.2 The Facilities Management Programme aims to address not only operations and maintenance of the accommodation facility but also the health, welfare, education, training and recreation strategies for Workers.

18.3 Facilities Management Programme shall include but is not limited to:

18.3.1 A Pro-Active Maintenance Plan such as a computerised Planned Preventative Maintenance Plan that includes a recording mechanism for spares used and man hours;

18.3.2 A Reactive Maintenance Plan that includes a recording mechanism for spares used and man hours;

18.3.3 Safety Procedures (that include risk assessments and method statements for all maintenance and routine tasks;

18.3.4 Routine, daily, weekly and other periodic Cleaning Plan;

18.3.5 Deep Cleaning Programme;

18.3.6 Waste Management Plan that includes waste disposal records;

18.3.7 Pest Control Plan;

18.3.8 Fire Management Plan that includes a detailed layout of all fire detectors and fire fighting equipment, multi-lingual signage and details of the Fire Evacuation plan and records of drills;

- 18.3.9 Emergency Response Procedure that includes a trained emergency rescue team and an Emergency Incident Plan (inclusive of records of drills and findings);
- 18.3.10 Records of potable water testing regime;
- 18.3.11 Kitchen Management Plan that includes all ISO2200 and HACCP required processes and records;
- 18.3.12 Menu Plans and Recipe Book;
- 18.3.13 Record of all Workers who attend clinic with statistics of illnesses and conditions (subject to confidentiality);
- 18.3.14 Traffic Management Plan;
- 18.3.15 HSE Plan;
- 18.3.16 Security Management Plan that includes all security procedures;
- 18.3.17 Workers Induction Plan that introduces new arrivals to the accommodation facility, its surrounding area and the local culture;
- 18.3.18 Social Programmes Plan that includes sports, recreational, cultural and social events;
- 18.3.19 Continuing Education Plan that includes but is not be limited to language training, financial planning, health/fitness, computer and internet;
- 18.3.20 Skills Training and Up-skilling Plan that includes but is not limited to construction safety, trade skills, plan reading, etc;
- 18.3.21 Commercial Retail and Services Plan (which includes competitive price monitoring, retail mix plan, commercial leasing plan.

## **ANNEX “A” - List of the Relevant Qatari Laws as of October 2012**

The relevant Qatari laws referred to in this Standards include but are not restricted to the following:

1. The Labour Law (No.14) 2004;
2. The Ministerial Decision (No.5) 2005 concerning the regulation of the work of Conciliation and Arbitration Committees in the settlement of collective disputes;
3. The Ministerial Decision (No.6) 2005 concerning the form of regulations for the organization of work;
4. The Ministerial Decision (No.7) 2005 concerning the form of the penalties list;
5. The Ministerial Decision (No.8) 2005 concerning the regulation of conditions and procedures of licensing for recruiting workers from abroad on behalf of others;
6. The Ministerial Decision (No.9) 2005 concerning the disposal of the proceeds from the penalties imposed on workers;
7. The Ministerial Decision (No.10) 2005 concerning the types of work where work can be carried out without intervals for rest;
8. The Ministerial Decision (No.11) 2005 concerning the categories of workers exempted from the statutory provision stipulating the maximum working hours;
9. The Ministerial Decision (No.12) 2005 specifying the areas distant from cities;
10. The Ministerial Decision (No.13) 2005 concerning the regulation of activities and procedures of labour inspection;
11. The Ministerial Decision (No.15) 2005 on the Works Minors Are Prohibited from Carrying Out;
12. The Ministerial Decision (No.16) 2005 on the regulation of the medical care for workers in establishments;
13. The Ministerial Decision (No.17) 2005 specifying the standards and conditions of suitable housing for workers;
14. The Ministerial Decision (No.18) 2005 on the sample of register of work-related injuries and illnesses as well as the procedures of notification thereof;
15. The Ministerial Decision (No.19) 2005 on the regular medical examination of workers exposed to dangers of contracting work-related illnesses;
16. The Ministerial Decision (No.20) 2005 on HSE regulations of workplaces;
17. The Law (No.4) 2009 regulating the entry and exit of expatriates in Qatar and their residence and sponsorship;
18. The Law (No.15) 2011 on Combating Trafficking in Persons.



## ANNEX “B” – QF Migrant Workers’ Welfare Charter

Dated 1<sup>st</sup> Oct. 2012



### Qatar Foundation Migrant Workers’ Welfare Charter

(I) Qatar Foundation for Education, Science and Community Development (QF) firmly believes that dignified living and working conditions are essential to unlocking human potential and indispensable to its mission of raising the quality of life for all.

QF undertakes to ensure that all Migrant Workers engaged in construction and other projects at QF are treated with dignity and respect.

(II) To this end, QF commits to require all Contractors and Sub-Contractors to deliver the requirements set out in the Migrant Workers’ Welfare Charter (MWWC), Mandatory Welfare Standards (MWS) and all relevant Qatari labour laws. Sub-Contractors also include Labour Suppliers, Labour Agencies, Equipment Suppliers and other Service Providers.

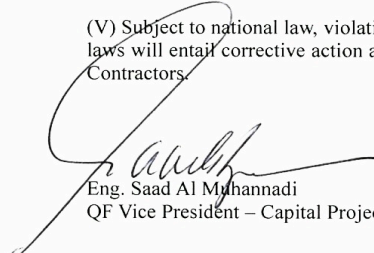
Compliance with this Charter, the Mandatory Welfare Standards and all relevant Qatari labour laws is the key precondition for the QF’s selection and retention of its business partners. Before selecting or retaining any business partner, QF undertakes to inform them of its ethical expectations and carefully consider their compliance with the MWWC, MWS and Qatari labour laws.

(III) QF expects all its Contractors and Sub-Contractors to respect the human and labour rights of all Migrant Workers, provide a decent, clean, safe and healthy work place and accommodation, and promote the health and well-being of all Migrant Workers as part of their management practices.

(IV) Contractors and Sub-Contractors shall provide Migrant Workers with all entitlements set out in the MWS as well as all statutory requirements provided for in the relevant Qatari laws and shall treat Migrant Workers on the basis of the following principles:

- (1) exert the necessary standard of care to ensure that dignity of Employees is protected and preserved throughout their recruitment, placement, sojourn and repatriation;
- (2) do not allow or tolerate any forced labor, human trafficking practices, or other violations of human and labour rights;
- (3) comply with fair employment practices and standards for all Employees;
- (4) create a safe, healthy and worker-friendly working environment;
- (5) create a decent, clean, safe, healthy and quality living environment;
- (6) treat all Migrant Workers equally and fairly, irrespective of their nationality, ethnicity or religion;
- (7) ensure that Migrant Workers receive equal pay for equal work;
- (8) ensure that all Migrant Workers receive their wages in a timely manner without delay;
- (9) do not allow or tolerate retaliation against Migrant Workers for exercising any of their rights under the relevant national laws including raising any form of grievance, deciding to quit or refusing to perform work that poses a safety risk.

(V) Subject to national law, violation of this Charter, Mandatory Welfare Standards or the relevant Qatari labour laws will entail corrective action and may lead to termination of the contract at the cost of Contractors and Sub-Contractors.



Eng. Saad Al Muhannadi  
QF Vice President – Capital Projects, Facilities Management & HSSE