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Attention: Mr. Stephen Cockburn - Deputy Director, Global Issues

Project: Al Bayt Stadium Al Khor City– (Stadium, Auxiliary Building & Bridge) Package 2, Part 1 & Part 2 (SP/C/1610/14) and Energy Centre- Package 4, Part 1 and Part 2 (SP/C/1612/14)

Subject: Non-Payment of Wages by Qatar Meta Coats to its Workers

Dear Sir,

We write in reference to your letters dated 16<sup>th</sup> April 2020 (“**Your Letters**”), which were addressed to Galfar Al Misnad W.L.L, Salini Impregilo S.p.A and Cimolai S.p.A, regarding the above subject.

Together, Galfar Al Misnad W.L.L, Salini Impregilo S.p.A and Cimolai S.p.A constitute the Galfar Al Misnad W.L.L - Salini Impregilo S.p.A - Cimolai S.p.A Joint Venture (“**GSIC-JV**”). As a joint venture, we respectfully request that you please address the joint venture and not its individual entities, which cannot individually speak for the GSIC-JV without the participation and agreement of all partners.

As you are likely aware, in 2015, GSIC-JV was appointed by Aspire Foundation (“**Aspire**”) to be the main contractor for the construction of the Al Bayt Stadium (the “**Al Bayt Stadium Project**”) in Al Khor, a city about 50 km North of the capital Doha.

Your Letters state that one of GSIC-JV’s subcontractors on the Al Bayt Stadium Project, namely, Qatar Meta Coats, has delayed or failed to pay its employees, failed to renew expired residence permits and health cards, and has used prohibitive recruitment fees in the hiring of workers. We take the statements made in Your Letters regarding one of our subcontractors very seriously and respond for and on behalf of the GSIC-JV as follows.

A Joint Venture operating as:  
Galfar Al Misnad – Salini Impregilo –Cimolai–JV



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The Al Bayt Stadium Project is a mega multi-million dollar construction project, and it involves a complex matrix of 160 separate subcontractors, more than 150 separate sub-subcontractors, and by extension, several thousands of direct and indirect workers, as well as numerous independent entities, which GSIC-JV does not contractually or directly control, supervise, manage, pay or oversee.

Nonetheless, GSIC-JV takes great pride in its role as the main contractor on the Al Bayt Stadium Project and uses its best efforts and all leverage at its disposal to ensure that all its subcontractors' workers associated with the Al Bayt Stadium Project are treated humanely, with dignity and respect, and are paid their full wages on time, without delay and in accordance with Qatari legal requirements, as well as international labour and human rights standards. We outline below some of the policies and practices we have adopted on the project to protect workers' rights, and explain why GSIC-JV is not in a legal or financial position to make direct payments to Qatar Meta Coats' workers.

Although GSIC-JV does not customarily share project-related documents with third parties unless necessary, we will on this occasion share some documents with Amnesty International, given the circumstances, in a good faith effort to address and alleviate the concerns raised in Your Letters, and to demonstrate our commitment to protect and uphold the safety, welfare and payment rights of the workers involved in the Al Bayt Stadium Project.

#### **1. Requiring All Subcontractors to Comply with Workers' Welfare Standards:**

GSIC-JV uses its best efforts and all leverage at its disposal to ensure that all its subcontractors on the Al Bayt Stadium Project comply with and adhere to the requirements of the Supreme Committee (the "**Supreme Committee**") for Delivery and Legacy's Workers' Welfare Standards ("**Workers' Welfare Standards**"), which cover health and safety, employment, working and living conditions, the provision of grievance mechanisms and other issues, and which include the obligation to pay workers, procure required residency permits and health cards and prohibit charging workers recruitment fees. GSIC-JV believes these objectives are not only essential and mandatory, but also crucial to the protection of workers' rights and the fostering of a safe, efficient and productive work environment.

Accordingly, it is our standard practice to include a standard provision in all our subcontracts related to the Al Bayt Stadium Project, which requires all subcontractors to comply with and adhere to the Workers' Welfare Standards. GSIC-JV includes this provision in its subcontracts to safeguard and protect the treatment of workers by all subcontractors.

The same contractual provision was included – as a matter of standard practice – in the subcontract between GSIC-JV and Qatar Meta Coats, and Qatar Meta Coats was therefore contractually required to comply with and adhere to the Workers' Welfare Standards as part of its contractual obligations.



In fact, we can confirm that the Qatar 2022 Workers' Welfare Standards Edition II was part of the subcontract agreement between GSIC-JV and Qatar Meta Coats and it was therefore part of Qatar Meta Coats' contractual obligations to comply with and adhere to these standards.

In addition, as part of the standard tendering process and project requirements, all tenderers were required to provide a Workers' Welfare Tenderer Commitment Statement in which they undertake and commit to adhere to various employee treatment standards including, amongst other things, fostering a healthy and safe work environment, protection of dignity, compliance with labour standards, maintaining acceptable living conditions, payment of wages on time and prohibiting retaliation against workers for expressing grievances.

In accordance with this standard practice, Qatar Meta Coats provided its Workers' Welfare Tenderer Commitment Statement, dated 23 September 2017, in which Qatar Meta Coats expressly undertook and committed, amongst other things, to pay its workers on time.<sup>1</sup>

The requirement for tenderers to provide a Workers' Welfare Tenderer Commitment Statement is strictly overseen and required by the Supreme Committee. By letter dated 27 February 2017, the Supreme Committee notified GSIC-JV that before any approval would be given for the pre-mobilization of subcontractors, they would all be required to submit records of the Workers' Welfare Commitment Statement signed by an authorized signatory and stamped; an accommodation inspection report, ensuring that workers' accommodations were up to standards; and an ethical recruitment audit report.<sup>2</sup> The Al Bayt Stadium Project therefore could not have moved forward, and subcontractors could not have been mobilized, absent meeting these strict requirements.

Furthermore, on 24 July 2018, GSIC-JV reiterated the commitments and obligations of subcontractors by distributing a Workers' Welfare Policy Statement to all its subcontractors in which it highlighted its position that "all workers engaged on Al Bayt Stadium have a right to be treated in a manner that ensures at all times their wellbeing, health, safety and security" and notified its subcontractors that "GSIC JV and its Suppliers/Subcontractors will ensure compliance with the SC Workers' Welfare Standards and all relevant Qatari Laws throughout the duration of the Al Bayt Stadium Project."<sup>3</sup>

The Workers' Welfare Policy Statement was also issued in several languages to be read by and accessible to workers from various nationalities<sup>4</sup> and it reinforced the same principles included in the Workers' Welfare Tenderer Commitment Statement, including the requirement for workers to be paid on time and without delay.



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<sup>1</sup> See Annex 1

<sup>2</sup> See Annex 2

<sup>3</sup> See Annex 3

<sup>4</sup> See Annex 3

## **2. Ensuring Full and Timely Payment of Salaries by Subcontractors:**

As you are likely aware, the Qatar Labour Law requires all employers to pay all employees in Qatar through the automated Wage Protection System (“WPS”) in order to ensure that all workers in Qatar are paid their salaries through an electronic salary transfer on time and without delay.

The WPS enables the Ministry of Labour to continuously monitor and track salary payments and to thereby ensure the timely and full payment of salaries and compliance with the provisions of the Qatar Labour Law. The WPS also assists the judiciary in issuing judgments and settling labour disputes concerning employee payments and entitlements. Knowing that salary payments to workers are being tracked and monitored forces employers to pay their employees and workers on time and without delay, absent exceptional circumstances.

In our efforts to ensure compliance with this objective, and the full and timely payment of salaries by subcontractors to their workers, our subcontracts unequivocally mandate that all subcontractors comply with Qatari legal requirements, which include the timely and full payment of wages through the WPS, as required under the Qatar Labour Law.

We also regularly inform and warn our subcontractors that as per the practice of Aspire and the Supreme Committee, failure to comply with salary payment requirements will result in the suspension and blacklisting of subcontractors from future projects.

If complying with legal requirements was not enough to ensure employers and subcontractors pay their workers in full and on time, the prospect of being suspended and blacklisted from future projects should ensure that all subcontractors comply with their salary payment obligations.

Unfortunately, however, all such comprehensive requirements, contractual provisions and good practices cannot completely exclude that subcontractors could sometimes fail to pay their workers for reasons beyond our (and also their) control. We can affirm that in the past, however, GSIC-JV has paid the workers of at least three subcontractors directly after the subcontractors were not able to make payments, and we subsequently deducted the payments from the subcontractors’ invoices. However, this option is left as a last resort as it disrupts several contractual obligations and payment mechanisms. As explained below, this option has not been available with Qatar Meta Coats, as its payments under the subcontract with GSIC-JV have been assigned to a third-party bank.

## **3. Qatar Meta Coats’ Involvement and Obligations in the Al Bayt Stadium Project:**

In September 2017, Qatar Meta Coats was retained by GSIC-JV not only to supply manpower, but primarily and more specifically, to complete the design, fabrication, supply and installation of the façade work for the Al Bayt Stadium Project and to supply the materials and manpower to do so.



However, very shortly after signing the subcontract with GSIC-JV, by letter dated 9 September 2017, Qatar Meta Coats requested that all its payments under the subcontract be assigned to a third-party bank (the "**Assignment**").<sup>5</sup> Qatar Meta Coats requested the Assignment to be irrevocable and to require the bank's written consent for any changes, which was approved.

Like all other subcontractors involved in the Al Bayt Stadium Project, Qatar Meta Coats was required to provide several assurances, undertakings and commitment letters to guarantee and ensure that it will:

- a. Foster and actively encourage a healthy and safe work environment and living conditions.
- b. Pay its workers in full and on time, as required by the Qatari Labour Law.
- c. Pay its workers medical and hospitalization costs.
- d. Provide its workers with an annual air fare ticket to their home country.
- e. Provide its workers with one-day holiday per week or otherwise compensate them if no weekly holiday is provided.
- f. Not charge its workers recruitment fees.
- g. Comply with and required employment standards and all relevant Qatari laws.
- h. Ensure the protection of workers' dignity and equality throughout their employment.<sup>6</sup>

As part of these assurances, undertakings and commitment letters ("**QMC's Obligations**"), in which it expressly undertook, agreed and underscored its obligation to pay its workers, Qatar Meta Coats provided a:

- a. Workers' Welfare Tenderer Commitment Statement, in which Qatar Meta Coats expressly undertook and committed, amongst other things, to pay its workers on time.<sup>7</sup>
- b. Commitment Letter dated 13 November 2017, in which Qatar Meta Coats expressly undertook and committed to provide all its workers with: (1) an annual air ticket; (2) one day holiday per week, or to compensate them if this is not provided; and (3) all end-of-service payments in accordance with the Qatar Labour Law.<sup>8</sup>
- c. Commitment Letter dated 29 October 2018, in which Qatar Meta Coats expressly undertook and committed to pay all its workers' salaries through the WPS and to also bear their medical expenses.<sup>9</sup>

In addition to the above, GSIC-JV also checked Qatar Meta Coats' internal procedures to ensure consistency with the applicable requirements, such as its Employee Handbook and HR Rules Manual, which states: "*All employee shall be paid Salaries on a monthly basis based on their attendance. Company shall open salary bank account for all staff's and workers and 5th day of every month salary shall be directly credited into this account.*"<sup>10</sup>

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<sup>5</sup> See Annex 4

<sup>6</sup> See Annex 1, 5 and 6

<sup>7</sup> See Annex 1

<sup>8</sup> See Annex 5

<sup>9</sup> See Annex 6

<sup>10</sup> See Annex 7

Therefore, in addition to being required to make timely payment of salaries to its workers under the Workers' Welfare Standards (which were included in its contractual obligations), the Qatar Labour Law and QMC's Obligations, Qatar Meta Coats was also required to do so under its own Employee Handbook and HR Rules Manual.

#### **4. Delayed Payment of Salaries by Qatar Meta Coats and Suspension of its Involvement on the Al Bayt Stadium Project:**

In late 2019, it came to our attention that Qatar Meta Coats had failed to pay its workers. We warned Qatar Meta Coats that this failure was not in compliance with its obligations. From October 2019 until February 2020, we issued several warnings to Qatar Meta Coats instructing it to make immediate payment to its workers and requesting proof of payment.

As a result of the combined efforts and pressure exerted on Qatar Meta Coats by Aspire, the Supreme Committee and GSIC-JV, in a Commitment Letter dated 9 February 2020, Qatar Meta Coats expressly undertook and committed to make payment of all pending salaries to its workers up to December 2019 by 13 February 2020.<sup>11</sup>

However, despite its numerous assurances, undertakings and commitment letters, and as a result of its severe financial issues, which are outside GSIC-JV's control, Qatar Meta Coats failed to pay its workers. Moreover, Qatar Meta Coats also failed to properly carry out its scope of the contractual work and to meet its contractual obligations. As a result of that, Qatar Meta Coats has not worked on the Al Bayt Stadium Project since 8 February 2020. Our understanding is that Qatar Meta Coats is currently facing severe financial distress and like many companies worldwide, not only in Qatar, Qatar Meta Coats is currently struggling financially for its survival.

We reached out to Qatar Meta Coats regarding the statements made in Your Letters and its management informed us that the company has been in business for 18 years, has always paid its workers, and is currently actively working to secure the funds necessary to pay its workers and to stay afloat. Qatar Meta Coats also informed us that:

- a. It is currently actively working to recover all receivables owed to it in order to secure the funds to pay its workers.
- b. The Qatar Government has put certain initiatives in place to help struggling companies, which Qatar Meta Coats is attempting to take advantage of to secure the necessary funds to pay its workers.
- c. The Qatar Ministry of Administrative Development, Labour and Social Affairs (MOADLSA) is aware of the situation, has met with Qatar Meta Coats and is actively monitoring the resolution of its payment obligations.
- d. Its workers have been asked to self-quarantine in accommodation provided by Qatar Meta Coats and all their basic needs and amenities are provided at Qatar Meta Coats' cost.



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<sup>11</sup> See Annex 8

As noted above, GSIC-JV has made payment directly to the workers of at least three subcontractors when they were not able to do so, in an effort to ensure that all workers are paid their salaries in full and on time.

It must be underscored, however, that the irrevocable Assignment by Qatar Meta Coats of its payment rights to a third-party bank has prevented GSIC-JV from being able to pay Qatar Meta Coats' workers directly.

In that respect, in February 2020, GSIC-JV requested the bank to allow it to make direct payments to Qatar Meta Coats' workers, but this request was refused. In a letter dated 4 March 2020, GSIC-JV notified Qatar Meta Coats that it had requested a deviation from the Assignment from the bank, in order to make direct payments to Qatar Meta Coats' workers, but that the bank had rejected the request.<sup>12</sup>

Furthermore, due to its failure to properly carry out its scope of work and contractual obligations – including failure to supply certain materials (which had to be purchased by GSIC-JV and back-charged to Qatar Meta Coats), and other incomplete and non-compliant work – Qatar Meta Coats owes GSIC-JV more than QAR 3 million.

Despite the numerous protections and assurances put in place to ensure that subcontractors comply with their contractual obligations and pay their workers on time, there is unfortunately little that GSIC-JV can do to ensure that a subcontractor, like Qatar Meta Coats, completes its work properly, complies with all its contractual obligations and remains solvent throughout the duration of the project.

It is a harsh reality that in such a situation, where a subcontractor is in financial distress, has irrevocably assigned its payment rights to a third-party bank, has failed to pay its workers as it had committed to do, has failed to properly execute its scope of work, and is also no longer working on the project, there are unfortunately very few options available to GSIC-JV. We are not in a position simply to inject such a subcontractor with funds. We also do not have any authority to sanction such a subcontractor, and given that the subcontractor is already in dire financial distress, it is not clear whether sanctions – which would not improve its solvency – would be appropriate, since the negative repercussions would ultimately extend to all its workers.

In that respect, the OECD Guidelines on Multinational Enterprises, cited in Your Letters, acknowledge "*that there are practical limitations on the ability of enterprises to effect change in the behaviour of their suppliers*" and suggest that "*enterprises can... influence suppliers through contractual arrangements*", as GSIC-JV has clearly done by including compliance with the Workers' Welfare Standards as a contractual obligation in its subcontracts and by insisting that Qatar Meta Coats provide the assurances and undertakings in QMC's Obligations.



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<sup>12</sup> See Annex 9

Furthermore, the comments to UN Guiding Principle 13, also cited in Your Letters, state: *“If an enterprise is at risk of involvement in an adverse impact solely because the impact is linked to its operations, products or services by a business relationship, it does not have responsibility for the impact itself: that responsibility lies with the entity that caused or contributed to it. The enterprise therefore does not have to provide remediation. However, it has a responsibility to use its leverage to encourage the entity that caused or contributed to the impact to prevent or mitigate its recurrence. This may involve working with the entity and/or with others who can help.”*<sup>13</sup>

Indeed, the adverse impact of Qatar Meta Coats’ failure to pay its workers is solely attributable to Qatar Meta Coats’, which is the only *“entity that caused or contributed to it.”* Through the above-described practices and procedures, however, and by approaching the bank to seek a deviation from the Assignment in order to pay Qatar Meta Coats’ workers, and by procuring the Commitment Letter from Qatar Meta Coats in which it expressly undertook and committed to make payment of all pending salaries to its workers,<sup>14</sup> GSIC-JV has indeed used its best efforts and *“its leverage to encourage”* Qatar Meta Coats to make immediate salary payments to its workers, and has also worked *“with the entity and/or with others who can help”*, such as the bank, in an effort to remedy Qatar Meta Coats’ failure to pay its workers.

GSIC-JV has therefore used its best efforts to comply with the above standards in its practice.

#### **5. Renewal of Expired Documents for Qatar Meta Coats’ Workers:**

Your Letters raised the concern of Qatar Meta Coats’ employees having expired residence permits and facing delays in having their permits renewed. We reached out to Qatar Meta Coats regarding the statements made in Your Letters and its management informed us that the company is currently in the process of renewing all expired health cards.

Qatar Meta Coats also informed us that in light of the current situation, the Qatar Government is providing medical aid to workers without active health cards and has put in place stringent measures to prevent the spread of COVID-19, which Qatar Meta Coats is following and in compliance with.

#### **6. Recruitment Fees:**

In March 2018, Qatar Meta Coats entered into a recruitment agreement with a third party for the recruitment of personnel, pursuant to which Qatar Meta Coats expressly undertook and committed to pay the recruitment fees – in addition to transportation and medical expenses – for the recruited personnel. Under the same agreement, the third-party recruiter expressly undertook and committed not to charge any extra amounts or fees from the workers.

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<sup>13</sup> See: Interpretive Guide to the UN Guiding Principles, p. 18, point b), at [http://www.ohchr.org/Documents/Publications/HR.PUB.12.2\\_En.pdf](http://www.ohchr.org/Documents/Publications/HR.PUB.12.2_En.pdf)

<sup>14</sup> See Annex 8



Qatar Meta Coats provided us with a copy of the recruitment agreement so we could ensure that it would be paying the recruitment fees of the personnel, and that such recruitment fees would not be charged to the workers. The agreement is in compliance with these requirements and clearly allocates the responsibility of paying the recruitment fees to Qatar Meta Coats.

We were therefore surprised to see Your Letters state that some of Qatar Meta Coats' workers were charged recruitment fees between USD 900 to USD 2,000. As noted in section 9 below, we will be raising this concern with Qatar Meta Coats in an effort to find a solution.

#### **7. Workers' Grievance Mechanisms:**

As part of our efforts to protect workers' rights, we continuously inform workers that they can anonymously report grievances. To that end, we display a flyer on a notice board, which includes a Toll-free Workers' Grievance Hotline telephone number, and which is publicized in more than one language to be readily accessible to workers.<sup>15</sup>

The flyer informs workers that: "*All grievances are anonymous and will be handled efficiently and confidentially by a member of the Supreme Committee for Delivery & Legacy. You can also reach out to your Workers' Welfare Officer or elected Workers' Representative, and ask them to raise your complaint during a Workers' Welfare Forum.*"<sup>16</sup>

In addition, by Circular dated 10 March 2018, GSIC-JV notified all its subcontractors involved in the Al Bayt Stadium Project of the "*Grievance Mechanism / Support System for Workers at Al Bayt Stadium Project*". Specifically, the Circular notified all subcontractors that:

- a. "*In the case of any grievance, workers are advised to contact their immediate person in charge, workers welfare officer or concerned management representative, of their respective companies.*"
- b. Workers may also contact the GSIC-JV Workers Welfare Officer, whose name and contact details were provided.
- c. Workers may also approach the Ministry of Administrative Development, Labour and Social Affairs (MOADLSA), the National Human Rights Committee and the Supreme Committee, the contact details of which were provided.<sup>17</sup>

GSIC-JV therefore used its best efforts to keep workers informed and appraised of how they can express any grievances or concerns, anonymously or through a representative, and which agencies they can approach to seek redress for their grievances without fear of reprisal.



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<sup>15</sup> See Annex 10

<sup>16</sup> See Annex 10

<sup>17</sup> See Annex 11

## 8. Denial of No-Objection Certificates:

Your Letters indicate that some employees stated that despite their requests, Qatar Meta Coats has refused to provide them with the No-Objection Certificates (“**NOC**”) required under Qatar's sponsorship law to allow them to change employers.

Qatar Meta Coats has informed us that the allegations regarding the NOC are not true, and has stated that it provides NOCs to its workers who request an NOC.

In either event, as you are likely aware, GSIC-JV has no authority to instruct any employer to issue an NOC. We note that an NOC is not required if workers complete the contract duration or complete five years in the event of an undefined time period in a contract. NOC matters, however, are beyond our authority, and GSIC-JV has no say or control over them.

## 9. GSIC-JV's Position:

As noted in Your Letters, the Workers' Welfare Standards provide that the contractor “*shall ensure its Other Contracting Parties pay, all Workers in accordance with the Wage Protection System implemented under the Qatar Labor Law.*” As noted above, Qatar Meta Coats had specifically undertaken and committed to pay all its workers' salaries through the WPS.<sup>18</sup>

Through the above-described policies and procedures, assurances and commitment letters, GSIC-JV has indeed used its best efforts to ensure that all its subcontractors, including Qatar Meta Coats, fully comply with the Workers' Welfare Standards and, in particular, with their obligations to pay all workers involved in the Al Bayt Stadium Project on time and without delay.

We cement these obligations by including them in our subcontracts with the subcontractors involved in the Al Bayt Stadium Project, which are required to comply with and adhere to these standards in accordance with their contractual obligations, as well as Qatar's legal requirements.

We are constantly monitoring our subcontractors' compliance with the Workers' Welfare Standards and their contractual obligations, and as noted above, we also put grievance mechanisms in place in order to provide a platform that enables workers to express grievances without fear of reprisal, and to address such grievances.

However, as noted above, despite the numerous protections, assurances and contractual mechanisms put in place, there is unfortunately little that GSIC-JV can do to ensure that a subcontractor, like Qatar Meta Coats, completes its contractual work properly, complies with all its contractual obligations and remains solvent throughout the duration of the project.

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<sup>18</sup> See Annex 6

GSIC-JV has repeatedly demanded and instructed Qatar Meta Coats to make immediate payment to its workers of their salaries and has exerted all reasonable pressure and exhausted all options and leverage available to us.

Although contractors are required to ensure salary payments by their subcontractors to their workers under the Workers' Welfare Standards – which GSIC-JV has clearly taken all reasonable steps to do, as evidenced above – there is nothing under the Workers' Welfare Standards, or indeed any law or contract, which requires GSIC-JV to make payments to a subcontractors' workers out of its own pocket at its own loss and expense. This is especially true where the subcontractor in question has failed to supply required materials, has failed to properly complete and execute its work, owes more than QAR 3 million in costs to GSIC-JV, has had its payments irrevocably assigned to a third-party bank, and is also no longer working on the Al Bayt Stadium Project.

In sum, GSIC-JV is unfortunately not in a financial or legal position to make direct payment to Qatar Meta Coats.

Notwithstanding the above, in a further attempt to remedy Qatar Meta Coats' failures, we have planned to provide Qatar Meta Coats with final notice to:

- a. Immediately pay all workers involved in the Al Bayt Stadium Project that have not been paid.
- b. Immediately initiate the process of renewing any expired residency identification and health cards and documents.
- c. Immediately reimburse and compensate any workers who were charged recruitment fees.
- d. Immediately provide NOCs to all workers that have requested them (notwithstanding that this is beyond GSIC-JV's power and authority, as explained in section 8 above).
- e. Refrain from any retaliatory measures against any worker.

Qatar Meta Coats will be put on final notice that failure to undertake and comply with the above remedial measures by the end of May 2020 will result in Qatar Meta Coats being blacklisted and disqualified from any future projects.

Unfortunately, GSIC-JV has no power or authority to take any action beyond that which is outlined above.

We trust that the above is responsive to the concerns raised in Your Letters.



Finally, we respectfully note that any use of the information contained in this letter that is inaccurate, misleading, taken out of context and/or which may defame GSIC-JV and/or harm its reputation will be considered to be actionable. We respectfully reserve our legal rights in this respect.

For and on behalf of GSIC-JV.

Yours faithfully,  
GSIC Joint Venture



Satish G. Pillai  
Galfar Al Misnad

WS

Encl. : Annexes 1 – 11.

cc. : Mr. Pietro Salini – CEO – Salini Impregilo S.p.A.  
Mr. Salvatore De Luna – Managing Director – Cimolai S.p.A.